

UK-Shrewsbury: Heating works.

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Section I: Contracting Authority

I.1) Name and addresses

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Main Address: www.shropshire.gov.uk

NUTS Code: UKG22

I.2) Joint procurement

The contract involves joint procurement: No.

In the case of joint procurement involving different countries, state applicable national procurement law: Not provided

The contract is awarded by a central purchasing body: No.

I.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: <https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Heating-works./DY8GQ7TCXZ>

Additional information can be obtained from: the abovementioned address

Tenders or requests to participate must be sent electronically via <https://www.delta-esourcing.com/tenders/UK-title/DY8GQ7TCXZ> to the abovementioned address

Electronic communication requires the use of tools and devices that are not generally available.

Unrestricted and full direct access to these tools and devices is possible, free of charge, at:

<https://www.delta-esourcing.com/tenders/UK-title/DY8GQ7TCXZ>

I.4) Type of the contracting authority

Regional or local authority

I.5) Main activity

General public services

Section II: Object

II.1) Scope of the procurement

II.1.1) Title: AMNV 015 – The Provision of High Heat Retention Storage Heating Systems as part of Local Authority Delivery LAD 2

Reference Number: AMNV 015

II.1.2) Main CPV Code:

45232141 - Heating works.

II.1.3) Type of contract: WORKS

II.1.4) Short description: Shropshire Council are looking to appoint a lead contractor to help deliver HHRSH's and factory insulated hot water cylinders where necessary to approximately 65 households across Shropshire. The Council is seeking a high quality, lead contractor that has all relevant accreditations including Trustmark and PAS2030. The lead contractor will be customer focused and able to support and increase the capacity of the local supply chain to deliver these measures now and in the future. This should include a training and support package including quality assurance on completed installs.

II.1.5) Estimated total value:

Value excluding VAT: 546,000

Currency: GBP

II.1.6) Information about lots:

This contract is divided into lots: No

II.2) Description

II.2.2) Additional CPV codes:

Not Provided

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Shropshire Council has secured LAD2 funding to install a number of energy efficiency measures to homes across the County. The LAD scheme aims to raise

the energy efficiency of low-income and low EPC rated homes, delivering progress towards: reducing fuel poverty, the phasing out of high carbon fossil fuel heating and the UK's commitment to net zero by 2050. Measures will be delivered across Owner/Occupier and Private Rented tenures. Shropshire Council are looking to appoint a lead contractor to help deliver HHRSH's and factory insulated hot water cylinders where necessary to approximately 65 households across Shropshire. The Council is seeking a high quality, lead contractor that has all relevant accreditations including Trustmark and PAS2030. The lead contractor will be customer focused and able to support and increase the capacity of the local supply chain to deliver these measures now and in the future. This should include a training and support package including quality assurance on completed installs. We expect the lead contractor to be able to access ECO3 funding and to discharge this to eligible households and properties where possible. LAD2 Funding should only be accessed when the required works can't be fully funded via ECO3. Installs to run from October 2021 to end of March 2022 with a potential extension to the end of March 2023 should The Council be successful in Sustainable Warmth Competition.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 546,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 29/10/2021 / End: 31/03/2023

This contract is subject to renewal: Yes

Description of renewals: Installs to run from October 2021 to end of March 2022 with a potential extension to the end of March 2023 should The Council be successful in Sustainable Warmth Competition.

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

Section III: Legal, Economic, Financial And Technical Information

III.1) Conditions for participation

III.1.1) Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers

List and brief description of conditions:

See tender documentation

III.1.2) Economic and financial standing

List and brief description of selection criteria:

See tender documentation

Minimum level(s) of standards possibly required (if applicable) :

See tender documentation

III.1.3) Technical and professional ability

List and brief description of selection criteria:

See tender documentation

Minimum level(s) of standards possibly required (if applicable) :

See tender documentation

III.1.5) Information about reserved contracts (if applicable)

The contract is reserved to sheltered workshops and economic operators aiming at the social and

professional integration of disabled or disadvantaged persons: No

The execution of the contract is restricted to the framework of sheltered employment programmes:
No

III.2) Conditions related to the contract

III.2.2) Contract performance conditions

See tender documentation

III.2.3) Information about staff responsible for the performance of the contract

Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract: Yes

Section IV: Procedure

IV.1) Description OPEN

IV.1.1) Type of procedure: Open

IV.1.3) Information about a framework agreement or a dynamic purchasing system

The procurement involves the establishment of a framework agreement - NO

In the case of framework agreements justification for any duration exceeding 4 years: Not
Provided

IV.1.6) Information about electronic auction:

An electronic auction will be used: No

Additional information about electronic auction: Not provided

IV.1.8) Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: No

IV.2) Administrative information

IV.2.1) Previous publication concerning this procedure:

Notice number in the OJ S: Not provided

IV.2.2) Time limit for receipt of tenders or requests to participate

Date: 18/10/2021

IV.2.4) Languages in which tenders or requests to participate may be submitted: English,

IV.2.6) Minimum time frame during which the tenderer must maintain the tender:

Until: 31/03/2022

IV.2.7) Conditions for opening of tenders:

Date: 18/10/2021

Time: 12:00

Place:

Shrewsbury

Section VI: Complementary Information

VI.1) Information about recurrence

This is a recurrent procurement: Yes

Estimated timing for further notices to be published: Installs to run from October 2021 to end of
March 2022 with a potential extension to the end of March 2023

VI.2) Information about electronic workflows

Electronic ordering will be used No

Electronic invoicing will be accepted No

Electronic payment will be used No

VI.3) Additional Information: For more information about this opportunity, please visit the Delta
eSourcing portal at:

<https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Heating-works./DY8GQ7TCXZ>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/DY8GQ7TCXZ>

VI.4) Procedures for review

VI.4.1) Review body:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

VI.4.2) Body responsible for mediation procedures:

Not provided

VI.4.3) Review procedure

Precise information on deadline(s) for review procedures:

Not Provided

VI.4.4) Service from which information about the lodging of appeals may be obtained:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

VI.5) Date Of Dispatch Of This Notice: 17/09/2021

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 17th September 2021

My Ref: AMNV 015

Your Ref: AMNV 015

Dear Bidder

AMNV 015 - HIGH HEAT RETENTION STORAGE HEATING SYSTEMS AS PART OF LOCAL AUTHORITY DELIVERY LAD 2

SHROPSHIRE COUNCIL

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

- Tender Response Document (for completion and return)
- Pricing Schedule Spreadsheet (for completion and return)
- LAD2 HHRSH ITT Specification and Conditions for Tendering
- LAD 2 HHRSH Funding Agreement

Tenders should be made on the enclosed Tender Response Document and Pricing Schedule Spreadsheet. Your Tender must be completed, signed and returned through our Delta Tenderbox. Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

- The deadline for returning tenders is **noon on 18th October 2021** any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
 - **Please ensure that you allow yourself at least two hours when responding prior to the closing date and time**, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
 - **Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council**

Tenders **cannot** be accepted if:

- Tenders are received by post, facsimile or email
- Tenders are received after **12 noon on the given deadline**

Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

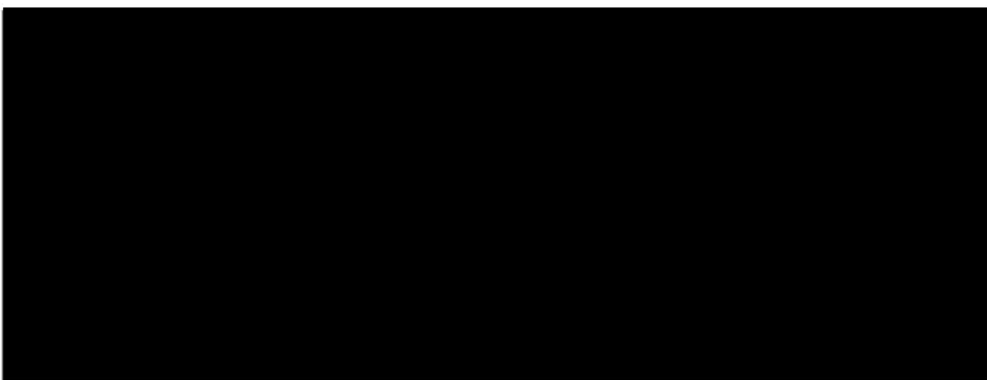
Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender. Please raise all clarification questions before the deadline of **11th October 2021**.

Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at www.shropshire.gov.uk/doing-business-with-shropshire-council.

If you have any queries relating to this invitation to tender, please contact us through the Delta e-tendering portal.

Yours faithfully



AMNV 015

**Invitation to Tender for the provision
of High Heat Retention Storage
Heating systems as part of Local
Authority Delivery LAD 2**

Deadline for return of responses:

**18th October 2021
12 Noon**

Shropshire Council



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1. Definitions

In this Invitation to Tender, the following words and expressions shall have the following meanings:

Words/Expressions	Meaning
"Bidder"	The organisation that has been invited by the Council to submit a Tender.
"Clarification Period"	The time during which clarifications associated with the Invitation to Tender (ITT) or any support documentation may be sought in writing to the Contract Officer.
"Commencement Date"	The date when the Contract commences.
"Contact Officer"	All communication must be through the Council's e-tendering portal – Delta (https://www.delta-esourcing.com)
"Contractor"	The Bidder appointed under this Contract
"Customer Journey Partner"	Marches Energy Agency (www.mea.org.uk) – appointed as the Marches support customer partner for LAD2
"HUGS1"	Home Upgrade Grants – Phase 1
"ITT"	Invitation To Tender.
"ITT Documents"	All documents contained in this ITT.
"LAD2"	Local Authority Delivery Scheme phase 2
"Pricing Schedule"	The schedule of prices required to be completed by the Bidder as part of the ITT.
"Tender"	The completed and signed Form of Tender, together with all completed schedules and information submitted by a Bidder.
"Return Address"	Via the Delta e tendering portal
"Services"	The installation and commissioning of High Heat Retention Storage Heating (HHRSH) systems
"Specification"	The Council's requirements in relation to the Services as detailed in this document and its appendices.
"The Council"	Shropshire Council

2. Introduction

2.1 Brief Overview of Requirement

The Contract: To deliver 65 HHRSH installs as part of Shropshire Council's LAD2 programme.

Contract Period: 18 months

Start Date: As soon as possible.

Overview: Shropshire Council has secured LAD2 funding to install a number of energy efficiency measures to homes across the County. The LAD scheme aims to raise the energy efficiency of low-income and low EPC rated homes, delivering progress towards: reducing fuel poverty, the phasing out of high carbon fossil fuel heating and the UK's commitment to net zero by 2050. Measures will be delivered across all tenures.

Shropshire Council are looking to appoint a lead contractor to help deliver HHRSH's and factory insulated hot water cylinders where necessary to approximately 65 households across Shropshire. The Council is seeking a high quality, lead contractor that has all relevant accreditations including Trustmark and PAS2030. The lead contractor will be customer focused and able to support and increase the capacity of the local supply chain to deliver these measures now and in the future. This should include a training and support package including quality assurance on completed installs.

We expect the lead contractor to be able to access ECO3 funding and to discharge this to eligible households and properties where possible. LAD2 Funding should only be accessed when the required works can't be fully funded via ECO3.

Installs to run from October 2021 to end of March 2022 with a potential extension to the end of March 2023 should The Council be successful in Sustainable Warmth Competition.

2.2 Instructions to Bidders

2.2.1 Participation in Invitation To Tender

You are invited to submit a tender to deliver the services detailed in this document

2.2.2 Acknowledgement

If the Bidder does not wish to, or is unable to Tender, it is requested that they destroy all versions of this document in their possession.

2.2.3 Discrepancies and Omissions concerning the Tender Documents

Should the Bidder find discrepancies in, or omissions from, the Tender Documents, they should communicate this via the Delta e-procurement messaging system using the "Messages" tab.

2.2.4 Circular Advices, Clarification and Queries

The terms of the Tender will not be negotiated. Only queries seeking clarification of the Tender Documents will be responded to.

Any instruction or query response issued by the Council, prior to the Tender submission date, will be issued as a Circular Advice to all Bidders via the Delta e-tendering messaging system, the names of the questioner shall remain anonymous.

2.2.5 Organisation

An Organisation may complete the Tender as a single entity.

Where a consortium or sub-contracting approach is proposed, all information requested should be given in respect of the proposed lead supplier. Relevant information should also be provided (as indicated in the ITT) in respect of consortium members who will play a significant role in the delivery of the requirements under any ensuing contract.

Joint venture (JV) and special purpose vehicles (SPV) may apply, in which case please respond to questions supplying as much detail as available on your proposed structure at this time.

Organisations have been asked to include **a single point of contact** in their organisation for their response.

2.2.6 Study of ITT Documents

The Bidder is required to examine the ITT Documents and to obtain all information as it may require. No claims whatsoever shall be entertained arising out of the Bidder's failure to study the ITT Documents.

2.2.7 Tender Submission

Tenders must be submitted for the whole of the Services.

Tenders to provide only part of the Services will be rejected.

Costs submitted with the Tender must be best and final offers.

Please read and comply with the following points:

- It is important that you answer **all** the questions as fully as possible unless indicated otherwise.
- **Do not** change the format of the response documents as they will be used for the official scoring.
- **Do not** send any general marketing material or promotional information for your organisation by way of answers to any of the questions.
- **Do not** insert or embed documents within this response.
- **Do not** attach additional documents in response except where otherwise directed.
- If you are part of a corporate group, please answer the questions specifically for your organisation (not the group).
- **Failure** to fully complete this Invitation To Tender and comply with the instructions may result in disqualification of the Tender submission.
- The name of the Organisation submitting the Tender must be clearly marked on all pages of any documentation provided if supplied as attachments.
- All questions **must** be answered in full.

- All documents **must** be written in English.
- Tenders not submitted in accordance with the above requirements will be rejected.

2.2.8 Tender Errors

If the Council discovers errors in the Tender, the Bidder may be required to justify the price/item(s) concerned. Any adjustments to the Tender made in agreement between the Council and the Bidder shall be confirmed in writing by the Bidder before final acceptance by the Council.

2.2.9 Variant Tenders

The Council is seeking only one Tender submission from each Bidder. Therefore multiple different options presented as separate Tenders will result in all submissions being disqualified.

2.2.10 Procurement timetable / notification

The Council intends to select one successful Bidder as per the timetable below and reserves the right to select the successful Bidder on this date, at a later date, or not at all.

The Council proposes the following timetable for the award of the Contract:

Activity	Date	Time / Notes
ITT issued	17 th September 2021	Via Delta – www.delta-esourcing.org.uk
Deadline for receipt of clarification questions	11 th October 2021	To be submitted no later than 12 noon All Clarifications must be sent via Delta
Closing Date for Tenders	Noon 18 th October 2021	To be submitted no later than 12:00. Any Tenders arriving after this time will NOT be considered. All Tenders must be sent via the Delta e tender system
Evaluation process	18 ^h – 22nd October 2021	During this period the Council will conduct an assessment of the Bidders' responses
Contract Award	25 th October 2021	Target date - Supplier Notified
Contract Commencement Date	October 2021 or as soon as possible thereafter	The date the new Contract will start.

The Council reserves the right to change this timetable and all Bidders will be notified accordingly.

2.2.11 Documentation Provided

This ITT pack includes 5 documents

1. This ITT including Specification and conditions for tendering

2. Tender Response Document
3. Pricing Schedule Spreadsheet
4. Tender letter
5. Terms and Conditions

2.3 Performance bonds and guarantees

The Council does not require a parent company guarantee and/or a performance bond for this contract. The Council reserves the right to alter this requirement.

2.4 Freedom of Information Act (2000), Environmental Information Regulations (2004) and Confidentiality

The Council works in strict accordance with all legislation that requires information held by the Council to be released to the public. As such, the Council will only keep information that is properly confidential in its nature and then only for a reasonable amount of time.

Please be aware that as part of our obligations under the Transparency Agenda and Freedom of Information legislation, the Council is obliged to publish details of all spend over £500. For further information please see the Council web pages at:

<http://shropshire.gov.uk/open-data/datasets/supplier-payments-over-500/>

Bidders are required to complete the declaration acknowledging the Council's responsibilities under Freedom of Information Legislation ('FOIL') and to agree to assist and co-operate with the Council to enable to compliance with the Council's obligations to disclose information under FOIL. Guidance and the Declaration can be found within section 7 Freedom of Information Legislation and Confidentiality Declaration.

Bidders shall treat all information supplied by the Council in connection with this ITT as confidential, except that which may be disclosed for the purpose of obtaining sureties, guarantees and quotations as required for the preparation and submission of the Tender.

The documents which constitute the Tender shall remain the property of the Council and, save for the purposes of the Tender, must not be copied or reproduced in whole or in part and must be returned to the Council upon demand.

2.5 Tender Evaluation & Contract Award

Following receipt of Tender responses, an Evaluation Panel consisting of the Council Officers, and any other external consultants as deemed necessary, will be constituted.

Copies of the Bidders responses will be distributed to panel members, on the condition that they remain confidential.

The Council will evaluate the Tenders against the criteria listed in the Tender Response Document below to establish a ranking of Tenders, in terms of the most economically advantageous Tender. Bidders may be required to answer written queries during the evaluation period to provide clarification regarding their Tender.

The Tender evaluation will allow The Council to primarily select the Tender that represent best value for money.

The Council shall not be bound to accept the lowest priced Tender.

Tenders submitted without all the information required for the evaluation criteria will be considered incomplete and may therefore be rejected.

2.5.1 Evaluation Methodology

See Tender Response Document

2.6 Tender Conditions

2.6.1 Acceptance of Tender

The Tender shall constitute an irrevocable offer to perform the Services. The successful Bidder shall conclude a formal Contract with the Council, which shall embody the Bidder's offer.

The ITT and the submission of the Tender shall not in any way bind the Council to enter into a contract with the Bidder or involve the Council in any financial commitment whatsoever in this respect. The Council does not bind themselves to accept the lowest, or any, Tender, but at the Council's sole discretion, may accept the whole or part of any Tender.

Any acceptance of a Tender by the Council shall be in writing. Upon such acceptance the Contract shall become binding on both parties. The Tender shall remain open for acceptance for a period of 6 months from the closing date for receipt of Tenders.

Any acceptance of a Tender is on the understanding that this does not bind the Council to a single supplier or exclusive contract for the Services supplied.

2.6.2 Rejection of Tender

The Council may reject any Tender and proposed solution that is:

- Incomplete
- Cannot adequately quantify the whole life costs
- Introduces additional risk
- Submitted later than the prescribed date and time
- Not in accordance with the ITT and all other provisions of the Tender Documents
- In breach of any condition contained in the ITT

The Council may also reject any Tender in respect of which the Bidder

- Has directly or indirectly canvassed any official of the Council or obtained information from any other person who has been contracted to supply goods or provide services or works to the Council concerning the award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Bidder.
- Fixes or adjusts the prices shown in the Pricing Schedule by or in accordance with any agreement or arrangement with any other person.
- Communicates to any person other than the Council, the amount or approximate amount of the prices shown in the Pricing Schedule, except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or for the purposes of insurance or financing.
- Enters into an agreement with any other person, that such other person shall refrain from submitting a Form of Tender or shall limit or restrict the prices to be shown or referred to.
- Offers to pay or give any sum of money, inducement or valuable consideration to any person having direct connection with the ITT process, directly or indirectly, for doing or causing to be done, in relation to any other Bidder or any other person's proposed Tender, any act or omission.

- In connection with the award of the Contract commits an offence under the Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972,

Such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council or any criminal liability such conduct by a Bidder may attract.

2.6.3 Amendment to ITT Documents

Should any additions or deletions to the ITT Documents be considered necessary, prior to the date for submission of Tenders, these will be issued by the Council and deemed to form part of the ITT Documents. The Council reserves the right to extend the Tender submission date accordingly.

2.6.4 Bidder's Responsibilities

A Bidder shall be deemed to have satisfied itself as to the accuracy and sufficiency of the Information submitted as part of the Tender. A Bidder shall also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might influence or affect its Tender.

The Bidder is responsible for all costs, expenses and liabilities incurred in connection with the preparation and submission of a Tender.

2.6.5 Council Representatives

No other person, except as so authorised by the Contract Officer, has any authority to make any representation or explanation to Bidders as to the meaning of the Contract or any other ITT Document. Neither has any other person except as so authorised by the Contract Officer, any authority to provide instruction as to anything to be done or not to be done by Bidders in relation to this Tender.

2.6.6 Bidders Warranties

By submitting a Tender, the Bidder is confirming compliance with all of the requirements as detailed in this ITT. In particular that:

- All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Bidder or its employees, officers, agents or advisers in connection with, or arising out of, the Tender are true, complete and accurate in all respects
- The Bidder has full power and authority to enter into the Contract and provide the Services, and will, if requested, produce evidence of such to the Council
- The Bidder is of sound financial standing and the Bidder, its partners, directors, officers and employees are not aware of any circumstances which may adversely affect the financial standing in the future;

2.6.7 Council's warranties and disclaimers

Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently, the Council does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. The Council does not make any representation or warranty (express or implied) with respect to the information contained in the ITT or to any written or oral information made available to any Bidder or its professional advisors.

Each Bidder to whom the ITT is sent must take professional advice and undertake whatever investigation as it deems necessary, in order to make its own independent assessment of the proposed terms to determine its interest in the Contract.

This ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Bidder to submit a Tender or enter into any other contractual agreement. Under no circumstances shall the Council be liable to a Bidder in respect of any costs incurred by a Bidder (whether directly or otherwise) in relation to the preparation or submission of a Tender.

The fact that a Bidder has been invited to submit a Tender does not necessarily mean that the Bidder has completely satisfied all of the Council's criteria. The Council reserves the right to request further information as appropriate and to assess this as part of the Tender evaluation process. The Bidder shall have no claim whatsoever against the Council in respect of such matters.

The Council shall not make any payments to the successful Bidder except as expressly provided for in the Contract.

No compensation or remuneration shall otherwise be payable, by the Council to the Bidder, in respect of the Services, by reason of the Specification being different to that envisaged by the Bidder or otherwise.

3. Specification and Scope of Works

Works will be delivered across the whole geographical area of Shropshire. In total 65 HHRSH's systems are to be funded. We are working to identify area-based schemes to benefit from economies of scale alongside an 'open offer' to qualifying residents across the County.

Under the LAD2 programme, the Council has been allocated funding to raise the energy efficiency of low-income and low EPC rated homes, delivering progress towards: reducing fuel poverty, the phasing out of high carbon fossil fuel heating and the UK's commitment to net zero by 2050. Measures will be delivered across all tenures.

We expect 25 of the 65 households to receive measures to be in the private rented sector. Private Landlords will be responsible for making a financial contribution of 1/3 of the total cost of works, which will be paid directly to the contractor. The customer journey partner will help facilitate this.

Bidders are asked to outline their approach to insulation measures that are required. Please confirm whether you are able to access ECO3 funding for the installation of loft insulation and or cavity wall insulation or any other qualifying measure. If you are not able to access ECO3 funding for these works, you will need to confirm that you are willing to refer these works into the Council so that arrangements can be made for a separate contractor to undertake these works as necessary. As per ECO3, LAD2 is based on a "Fabric First" approach. Therefore, any insulation measures required need to be installed *before* sizing and installation of the HHRSH system.

We expect the lead contractor to be able to access ECO3 funding for HHRSH systems and to discharge this to eligible households and properties where possible. LAD2 Funding should only be accessed when the required works can't be fully funded via ECO3. As per scheme guidance, LAD2 funding and ECO3 funding cannot be used to fund or part fund the same energy efficiency measure.

The appointed contractor will be asked to provide a monthly declaration. For each property, this will include;

- Total cost of works
- Whether ECO 3 funding is available and the amount
- Any insulation measures required
- Funding route chosen (e.g ECO 3 or LAD2).

These declarations will be used by the Council to sign off LAD2 funding for works.

Marches Energy Agency have been appointed as the Customer Journey partner for the Marches. They will deliver a package of support to residents through our existing energy advice service, Keep Shropshire Warm.

This will include but is not limited to

- Promoting the LAD2 scheme (in partnership with the Council)
- Identifying and qualifying residents for the LAD2 scheme, and referring them to the appointed contractor
- Process LA Flex applications and necessary paperwork
- Undertaking pre-EPC's where necessary
- Managing vulnerable residents throughout the customer journey
- Liaising with the appointed contractor on all aspects of the works
- Ensuring all grant and compliance paperwork is complete
- Applying for additional funding to enable works (where necessary)

The bidder will be expected to undertake Retrofit Assessments and associated Retrofit Plans on all properties as per PAS2035 and Trustmark, either internally or by working with independent assessors and co-ordinators. The cost of these should be included within your total price.

One of the project outputs is to demonstrate improvement in SAP due to the HHRSH (and relevant insulation measures) that are installed. All bidders should cost for a post EPC including lodgement.

In addition, the Council has access to limited funding to assist with necessary ancillary works. This funding will be released by the Council on a case by case basis on receipt of estimates. Bidders should supply indicative costs for any measures that could be required to enable a successful install i.e. electrical issues e.g. non-compliant wiring in a property.

3.1 Social value

Under this contract, to access LAD2 funding, all measures must be installed by or certified/signed off by an accredited lead contractor and lodged on Trustmark as per PAS 2035.

We are seeking delivery models which support and encourage the involvement of local sub-contractors. To enhance the Social Value returns of the project a proportion of works should be delivered by Marches (Herefordshire, Shropshire and Telford & Wrekin) based sub-contractors where possible. Bidders will explain what steps they will take to ensure that this percentage is maximised. We recognise that some local contractors are unlikely to have Trustmark accreditation to deliver works under this scheme. Bidders should explain how they intend to support these local installers to take part in this scheme and to engage with the process of gaining the necessary accreditations to be able to tender for future schemes in their own right.

3.2 Costings in this contract

A total of 65 HHRSH measures will be installed across Shropshire.

Scheme rules preclude householders from making a financial contribution towards the works.

Private Landlords eligible for funding must provide at least 33% contribution towards the cost of the works and any LAD2 grant available to them cannot exceed £5,000 per property. Private landlord contributions may be taken in advance and considered a deposit. The energy agencies will work with the appointed contractor to manage this process.

The Contract Administrators require evidence of actual install costings and itemised proforma invoices for the properties identified.

The bid should include full cost for a range of HHRSH's necessary to cover the likely needs of dwelling archetypes across the county. Price will be deemed to include for the full cost of the works, including all hours of work, overtime and non-productive time required for the full completion of the works in accordance with the programme. Costs are also required to cover the assessment requirements of the scheme.

This information should be supplied using the Pricing Schedule Document.

3.3 High Heat Retention Heating Specification

General Design Criteria

The mechanical services designs shall meet the following regulations, design guidance and recommendations:

- Relevant current British Standards (BS) and harmonised European Standards (EN)
- UK Building Regulations
- Chartered Institute of Building Services Engineering (CIBSE) Guides
- The Building Services Research and Information Association (BSRIA) Guides
- Health and Safety Executive Guidelines
- Health and Safety at Work Act and other Statutory Health and Safety Documents
- Construction (Design and Management) Regulations (CDM)
- Manufacturer recommendations
- The Water Regulations
- IEE Wiring Regulations BS7671
- Institute of Plumbing Engineering Design Guide
- The Control of Noise at Work Regulations 2005

All new services shall meet the minimum recommendations contained within UK Government Domestic Building Services Compliance Guide 2013.

The Contractor shall ensure that all systems achieve CIBSE M, Appendix 13.A1 indicative life expectancies with a minimum design life of 25 years as far as reasonably practicable.

Commissioning shall be undertaken in accordance with BSRIA and CIBSE guidelines.

All systems should be designed, installed and commissioned in accordance with manufacturer instructions.

Installation and Commissioning

- A. The scope of the works comprises of: Installing a full heating system using Dimplex Quantum (or E&A with prior agreement with the Client – see B below) high heat retention storage heaters and factory insulated dual immersion vented hot water cylinder.
- B. Where the contractor proposes to use a different High Heat Retention Storage Heater system, this must be clearly indicated in the tender and adequate manufacturer's data provided in English, to permit assessment of performance, which must equal or exceed that of the Dimplex Quantum system.
- C. The design of the installation, including heat loss calculations, heater numbers, sizing and location will be determined by the contractor prior to commencement of works, using the manufacturer's approved procedure for identifying heater size for each room.
- D. The contractor must allow in the price to include for all consumables including wiring, trunking, accessories, fittings, clips and the like, all to ensure that the works are completed in accordance with the specification.

E. The installations shall be carried out by installers who are NICEIC registered and in accordance with all Building Regulations relevant to all works required for the satisfactory completion of the installation.

F. All system components shall be installed strictly in accordance with the manufacturer's instructions and in particular with the manufacturer's Installation Manual, where such is available. The contractor should note in particular that High Heat Retention Storage Heaters require both an off peak supply for the main heating elements and an on peak supply for the booster elements. Cable size and type for each circuit must be in accordance with the installation manual.

G. Where the existing electric meter within the property is single rate, the Client will be advised at design stage by the customer journey partner. The contractor is expected to work with the customer journey partner to ensure arrangements are in place to organise the meter change. Sufficient time must be allowed post survey and prior to the commencement of works for the meter to be changed. Under no circumstances will an installation be accepted for handover unless a dual rate electricity meter is in place.

H. Heaters shall be sited to provide the best possible heat distribution within the room in which it is fitted. Separation distances from obstructions such as fixed furniture, shelves, kitchen units, etc must meet the recommendations in the installation manual. In general, heaters must not be located under windows.

I. Where practicable cable runs shall be concealed in the intermediate floor space. Surface mounted white uPVC trunking drops to individual heaters shall as far as possible be located in corners of rooms, or adjacent to architraves, etc so as to minimise their visual intrusion within the room.

J. The contractor shall connect the on/off peak circuits to the dual immersion heaters on the hot water cylinder. Existing immersion switch to be renewed with new switch with indicator neon.

K. Where pipes or cables pass through surfaces with textured coatings that have been identified as containing non-licensed, non-notifiable asbestos, the contractor shall form such holes in accordance with HSE Datasheet A26 'Drilling and Boring through Textured Coatings. No additional charge shall be made for this.

L. After completion of the installation the system shall be commissioned and tested to ensure all circuits and controls are fully operational. After commissioning the resident of the property shall be instructed in the operation of the system and handed all relevant user manuals.

M. Any existing storage or panel heaters, redundant cabling, controls, immersion circuits & switches and accessories are to be removed from the properties and disposed of by the main contractor. Residual damage to walls, ceilings and floors shall be made good ready for final decoration.

Services

A. The Contractor must ensure that all services are maintained throughout the works to each individual property and temporary heat is supplied where required.

Electrical Installation

A. The electrical installation works is confined to works associated with the heating installations and basically consists of wiring to heaters, programmers, thermostats and other controls plus the supply and fitting of fused spurs, switches & socket outlets as required.

B. Where a significant increase in load is expected locally, the contractor is to carry out all necessary communication and liaison with the Electricity District Network Operator

(DNO) in relation to the proposed installation with regard to expected loads on the system, including completion and submission of Form A and Form J1, completed copies of which must be given to the client.

C. All work carried out is to comply with BS 7671 and the current 18th Edition of the Regulations for the Electrical Equipment of Building issued by the Institute of Electrical engineers (I.E.E. Regulations) complete with any amendments thereto, and to the requirements of the electricity Company and Fire Officers concerned.

D. All materials used shall comply with the appropriate British Standard Specifications where such apply.

E. All electrical work is to be carried out by a registered member of the N.I.C.E.I.C. and an N.I.C.E.I.C. electrical installation certificate provided on completion.

F. Wiring accessories shall be of Messrs. Crabtree or M.K. manufacture.

G. Alternative materials/manufacturers having at least equal performance characteristics may be used subject to Client's prior written agreement.

Finishes

A. The Contractor must allow for making good to any damaged areas to existing decoration to match existing where this has been damaged due to standard installation requirements.

Standards of work and dealing with Householders

The household supply of electricity and hot water should be maintained as long as practicable, but in no event should it be interrupted for more than one day.

The contractor will ask the householder to move all furniture, fixtures, fittings, carpets and floor coverings out of the way before commencement of works. The items to be moved will be agreed between the contractor and the resident in advance.

Cases may arise, due to illness, infirmity, old age or other reason, where the resident is unable to move furniture, fixtures, fittings, carpets, floor coverings, curtains or other household items. In such cases, the contractor should notify the Customer Journey partner at the earliest possible opportunity. The Council will work with the contractor and the Customer Journey partner to assist the householder.

It is the responsibility of the contractor to take photographs of the condition of the building and fittings before any work begins and to bring to the attention of the householder/occupier/tenant any areas which may require extra work not covered by the contract.

The contractor is expected to work closely with the Customer Journey Partner in regard to resident liaison. A number of householders may be vulnerable; therefore, the contractor should nominate a member of staff with the required skills and experience to deal with residents in a helpful and empathetic manner.

The Council requires the contractor to provide the householder with a handover pack (in paper form) containing;

- i. Manufacturer's information on all products installed,
- ii. A heating system layout plan and a wiring diagram.
- iii. Predicted performance estimate including system design parameters.
- iv. The name, address and phone number of the main Installer and any sub-contractors involved in the installation.

- v. Details of the guarantee period and the service that can be expected.
- vi. A 24-hour emergency call out number, including details of level of service on that number.
- vii. An office hours' phone number, including details of level of service on that number.
- x. All electrical, mechanical and building control certificates.
- xi. Commissioning certificates
- xii. Maintenance information for the heating system.

The contractor will supply the Council with an electronic version of the Handover pack for each property.

4. Bidder's Response

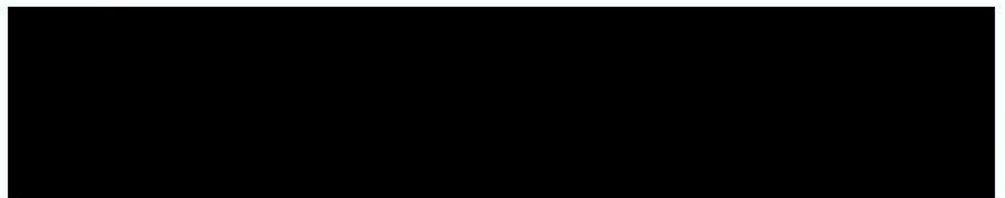
Please complete Tender Response document and Pricing Schedule Spreadsheet as directed.



Tender Response Document

**AMNV 015 - HIGH HEAT RETENTION
STORAGE HEATING SYSTEMS AS PART
OF LOCAL AUTHORITY DELIVERY LAD 2**

Name of TENDERING
ORGANISATION
(please insert)



Please also add your company name to the footer of each page of the returned document



Shropshire Council Tender Response Document

Shropshire Council has secured LAD2 funding to install a number of energy efficiency measures to homes across the County. The LAD scheme aims to raise the energy efficiency of low-income and low EPC rated homes, delivering progress towards: reducing fuel poverty, the phasing out of high carbon fossil fuel heating and the UK's commitment to net zero by 2050. Measures will be delivered across Owner/Occupier and Private Rented tenures.

Shropshire Council are looking to appoint a lead contractor to help deliver HHRSH's and factory insulated hot water cylinders where necessary to approximately 65 households across Shropshire. The Council is seeking a high quality, lead contractor that has all relevant accreditations including Trustmark and PAS2030. The lead contractor will be customer focused and able to support and increase the capacity of the local supply chain to deliver these measures now and in the future. This should include a training and support package including quality assurance on completed installs.

We expect the lead contractor to be able to access ECO3 funding and to discharge this to eligible households and properties where possible. LAD2 Funding should only be accessed when the required works can't be fully funded via ECO3.

Installs to run from October 2021 to end of March 2022 with a potential extension to the end of March 2023 should The Council be successful in Sustainable Warmth Competition.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1 (a). All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany the electronic copy of your Tender Response Document.

Contents

Section	Description	Page
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A2	Non-Canvassing Certificate	8
A3	Non-Collusive Tendering Certificate	9
A4	Declaration of Connection with Officers or Elected Members of the Council	10
You must sign all 4 certificates in sections A1 to A4		
B Part 1	Supplier Information– For information only	11
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B Part 2 Section 3	Grounds for Discretionary Exclusion	19
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Evaluation Criteria

Tenders will be evaluated on the answers provided in this 'Tender Response Document' The following criteria is made up of 'pass/fail' (selection) questions and 'weighted marked' (award) questions and shows how each section is to be marked.

Selection Criteria Pass/Fail Questions (Sections B Part 1 – Part 3)

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Applicants must comply with these issues to demonstrate their proven competency, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full.

Section / Question No.	Selection Criteria
Section B Part 1	Supplier Information– For information only
Section B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion
Section B Part 3 Section 3	Grounds for Discretionary Exclusion

In relation to discretionary exclusion grounds (section B part 3):-

Financial viability: Responses will be analysed and evaluated by the Authority's Audit sections and will include checks via an independent agency (currently Equifax).

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

For other Discretionary exclusion grounds: If in the opinion of the Contracting Authority the responses provided casts serious doubt on the Tenderer's ability to perform this contract, they may be excluded.

Award Criteria – Weighted Marked Questions

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 50% (500 marks)		
Pricing Schedule Spreadsheet	Price	50 / 500 max marks
Total for price		50 / 500 max marks
Quality 50% (500 marks)		
Section C / Q 1	Method statement for a programme of works	20 / 200 max marks
Section C / Q 2	Managing hard to access households	10 / 100 max marks
Section C / Q 3	Social Value	20 / 200 max marks
Total for quality		50 / 500 max marks

Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	

Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

The tender receiving the highest initial mark for Quality Criteria overall will receive the full 500 marks available for Quality. Other tenders will receive a final mark that reflects the % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Quality overall.

Price Evaluation and scoring

The most competitively priced tender will receive the maximum mark for price being **500**. **Less competitive tenders** will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

Further information pertaining to the Pricing Schedule on how the scores will be evaluated and instructions on how to fill out the tables are provided in the Pricing Schedule.

Section A:


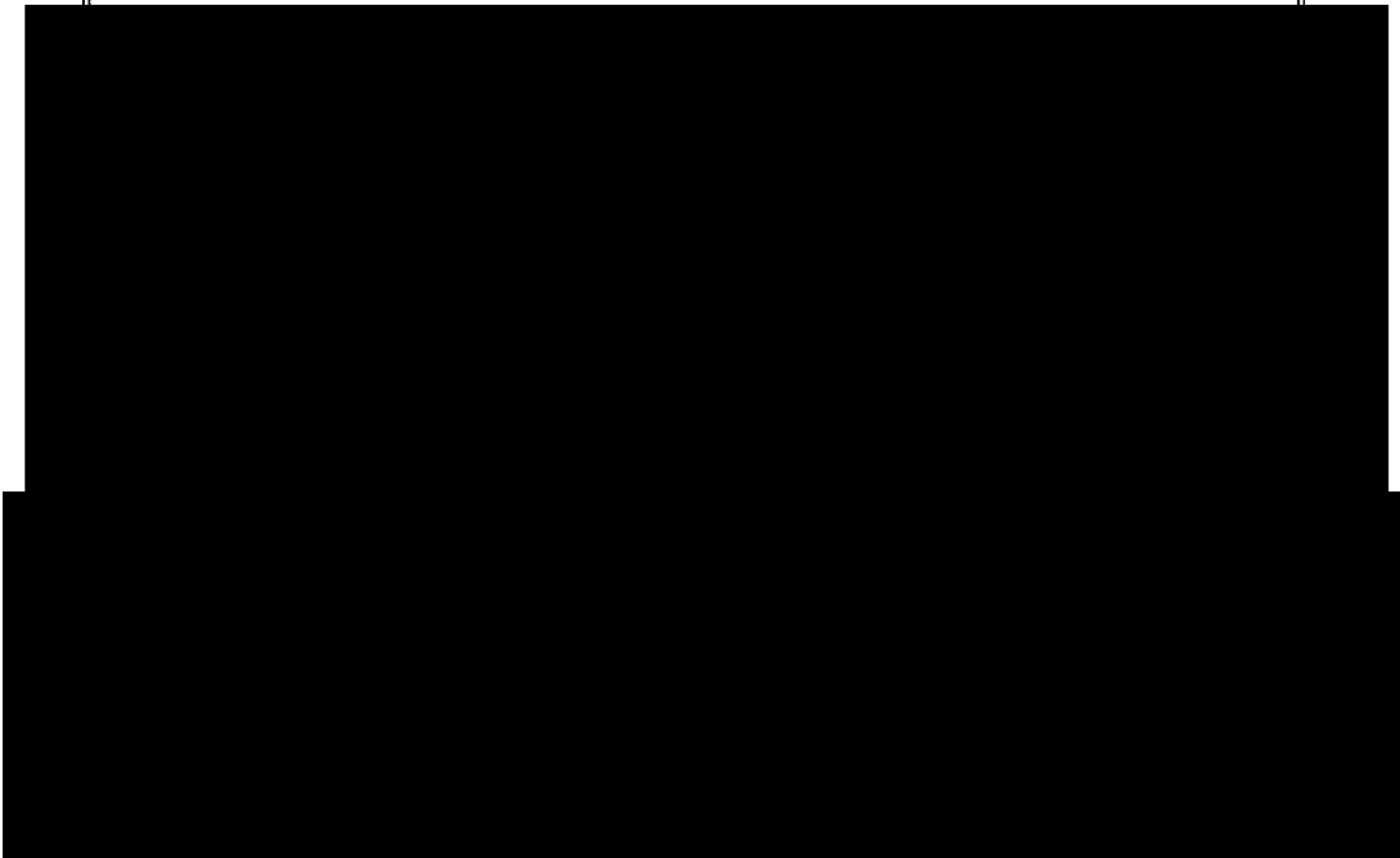
1. Form of Tender

Form of Tender

Shropshire Council

Tender for AMNV 015 - The Provision of High Heat Retention Storage Heating Systems as Part of Local Authority Delivery LAD 2

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the **provision of High Heat Retention Storage Heating Systems as Part of Local Authority Delivery LAD 2** at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the Funding agreement, copies of which we have received.



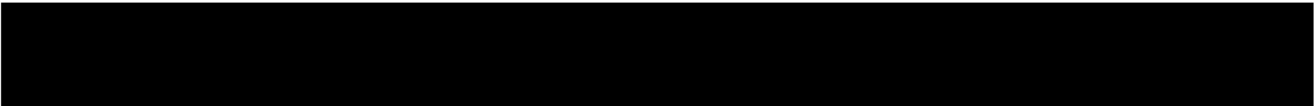
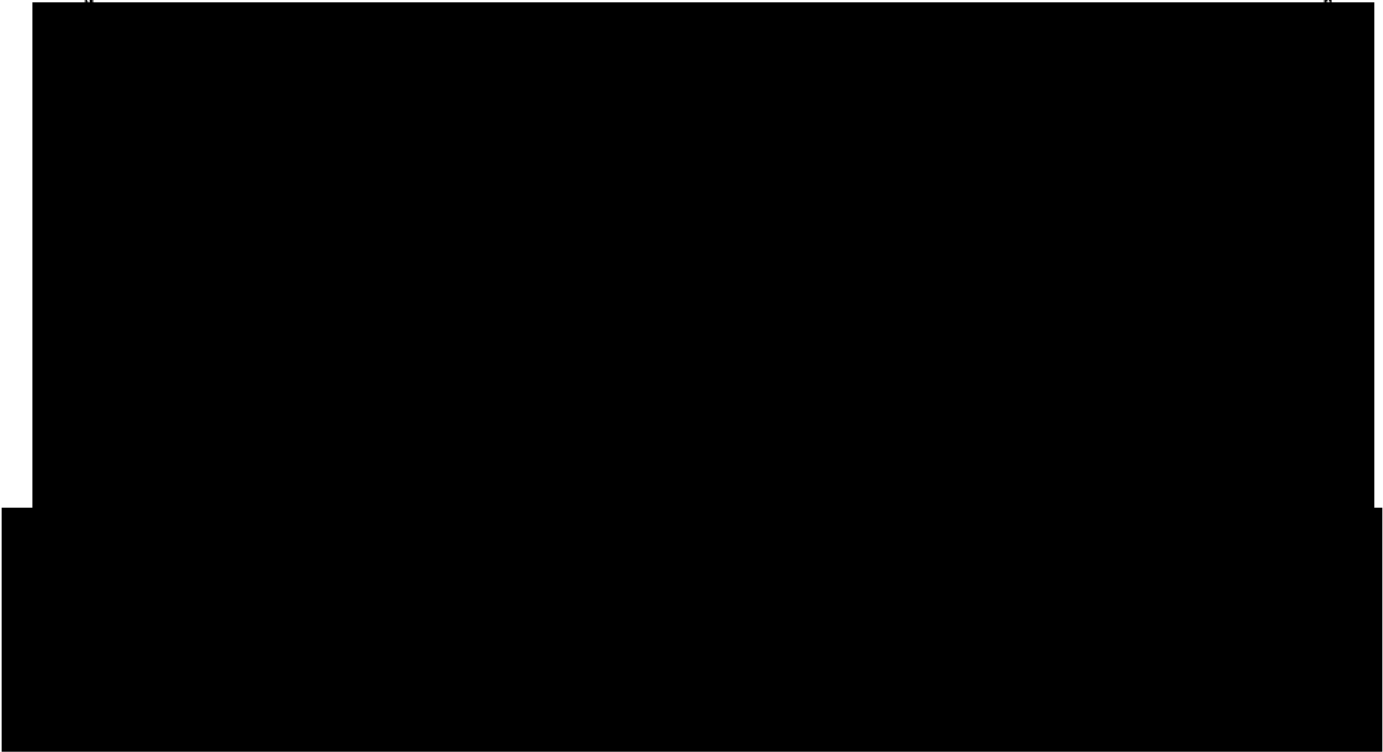
Section A:
2. Non – Canvassing Certificate

Non-Canvassing Certificate

To: Shropshire Council (hereinafter called “the Council”)

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender of any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.



Section A:

3. Non – Collusive Tendering Certificate

Non-collusive Tendering Certificate

To: Shropshire Council (hereinafter called “the Council”)

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

Section A:

4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

No

If yes, please give details:

Name	Relationship

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

SECTION B

Standard Selection Questionnaire

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion (there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning). For the list of exclusion please see

[https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List of Mandatory and Discretionary Exclusions.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

Supplier Selection Questions: Part 3

This document provides instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

Notes for completion

1. The "authority" means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. "You" / "Your" refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term "potential supplier" is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the "regulations") and could be a registered company; the lead contact for a group of economic

operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state 'N/A'. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

¹ See PCR 2015 regulations 71 (8)-(9)



Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	

1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement.	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public Service Mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ² ?	
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: ³ - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. (Please enter N/A if not applicable)	
1.1(o)	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	
1.1(p)	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

² See EU definition of SME - https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

³ UK companies, Societates Europae (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. See PSC guidance.

Please provide the following information about your approach to this procurement:

Section 1	Bidding Model																																																																
Question number	Question	Response																																																															
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?																																																																
1.2(a) - (ii)	Name of group of economic operators (if applicable)																																																																
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.																																																																
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?																																																																
1.2(b) - (ii)	<p>If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.</p> <p style="text-align: right;"><i>n/a</i></p> <table border="1"> <tr> <td>Name</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registered address</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Trading status</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Company registration number</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Head Office DUNS number (if applicable)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registered VAT number</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Type of organisation</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>SME (Yes/No)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>The approximate % of contractual obligations assigned to each sub-contractor</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>					Name						Registered address						Trading status						Company registration number						Head Office DUNS number (if applicable)						Registered VAT number						Type of organisation						SME (Yes/No)						The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables						The approximate % of contractual obligations assigned to each sub-contractor					
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Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

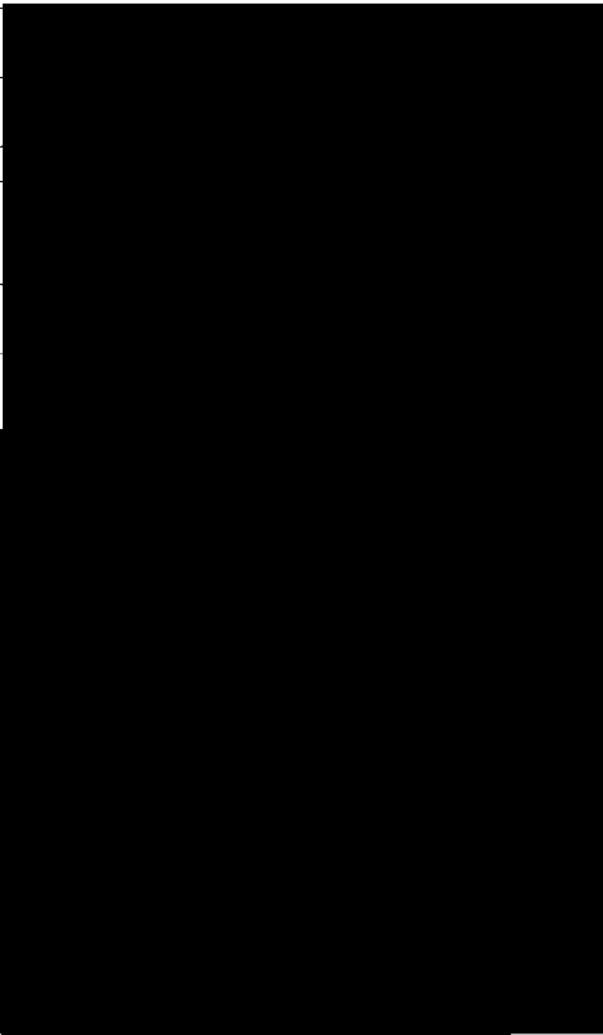
I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question Number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

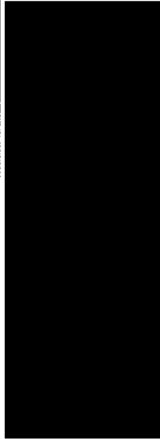
Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p>Regulations 57(1) and (2)</p> <p>The detailed grounds for mandatory exclusion of an organisation are set out on the webpage (see link on page 11), which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	
	Corruption.	
	Fraud.	
	Terrorist offences or offences linked to terrorist activities	
	Money laundering or terrorist financing	
	Child labour and other forms of trafficking in human beings	
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	
2.3(a)	<p>Regulation 57(3)</p> <p>Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal</p>	


	provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.



Section 3	Grounds for discretionary exclusion	
Question number	Question	Response
	<p>Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on this webpage (see link on page 11), which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	
3.1(b)	Breach of social obligations?	
3.1(c)	Breach of labour law obligations?	
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	
3.1(e)	Guilty of grave professional misconduct?	
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	
3.1(h)	Been involved in the preparation of the procurement procedure?	
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	
3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	

3.1(j) - (ii)	The organisation has withheld such information.	
3.1(j) -(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	

3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant	
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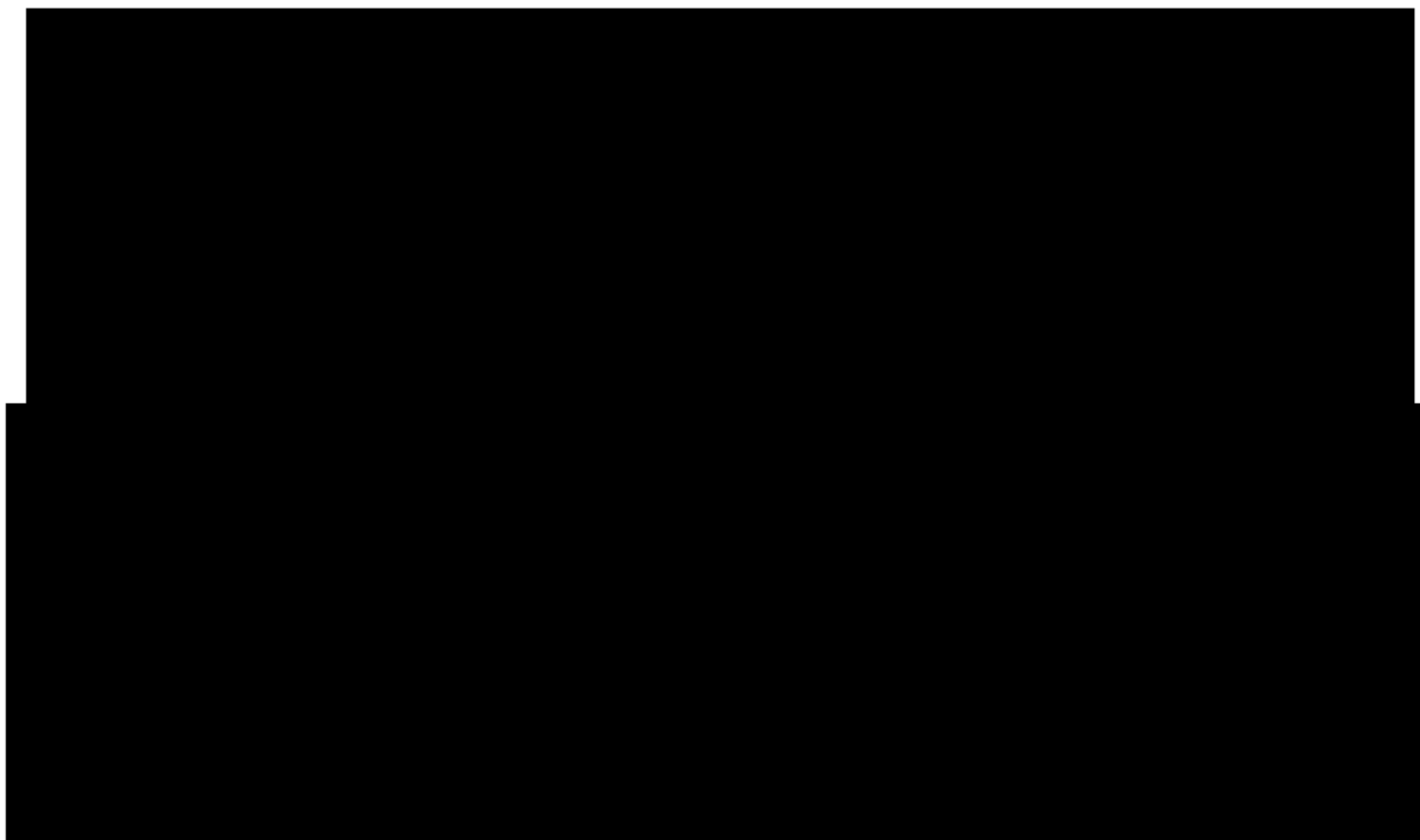



Part 3: Selection Questions


Section 4	Economic and Financial Standing	
Question number	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	

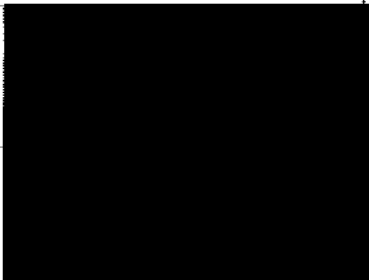
Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:	
Name of organisation		
Relationship to the Supplier completing these questions		
5.1	Are you able to provide parent company accounts if requested to at a later stage?	
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	

Section 6	Technical and Professional Ability
6.1	<p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>



6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>
	

6.3	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>
	

Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015	
	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	
	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	



7. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 8	Additional Questions
8.1	Insurance
Yes, Apart from product liability, we are not a manufacturer so n/a on that for us.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N</p> <p>Employer's (Compulsory) Liability Insurance = £5 Million</p> <p>Public Liability Insurance = £5 Million</p> <p>Product Liability Insurance = £5 Million</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>

8.2	Skills and Apprentices 4 –
a.	Please confirm if you will be supporting apprenticeships and skills development through this contract.
b.	If yes, can you provide at a later stage documentary evidence to support your commitment to developing and investing in skills, development and apprenticeships to build a more skilled and productive workforce and reducing the risks of supply constraints and increasing labour cost inflation?
c.	Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships

4 Procurement Policy Note 14/15– Supporting Apprenticeships and Skills Through Public Procurement

[https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/456805/27_08_15_Skills Apprenticeships_PPN_vfinal.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/456805/27_08_15_Skills_Apprenticeships_PPN_vfinal.pdf)

8.3 – Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.	
1.	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?
2.	In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?

	<p>If you have answered "yes" to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	

8.4 – Environmental Management

1.	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?</p> <p>If your answer to this question is "Yes", please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>	
2.	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	

8.5 – Health & Safety

1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	
2.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was "Yes", please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>	
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	

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8.6 Safeguarding of adults and children

(for services where staff come into regular contact with children and adults)

*	<p><i>Why do we need to know this?</i> <i>The safeguarding duties placed on public authorities require the Council and its partners to work to the following guidance:</i></p> <p>Safeguarding children http://westmidlands.procedures.org.uk/#</p> <p>Safeguarding adults http://keepingadultssafeinshropshire.co.uk/multi-agency-procedures/</p> <p><i>We need to ensure all companies that work with Shropshire Council are clear about our safeguarding expectations and are committed to meet our expectations. The Council also needs to ensure that your organisation has a good record for safeguarding children and adults</i></p>
1	<p>Do you have a Safeguarding Policy or statement for safeguarding children? Do you have a Safeguarding Policy or statement for safeguarding adults?</p>
2	<p>For information: our requests for references will include a question relating to your organisation's record for safeguarding.</p>
3	<p>As a contractor providing a public service on behalf of a Shropshire Council, we expect that you will be familiar and committed to the local safeguarding procedures as prescribed by Shropshire's Safeguarding Children Board (SSCB) and http://www.safeguardingshropshireschildren.org.uk/scb/index.html Shropshire Council's approach to adult protection http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760</p> <p>I/We certify that I/We are familiar with and committed to deliver our service in compliance with local safeguarding processes.</p> <div data-bbox="135 1435 1295 1697" style="background-color: black; height: 117px; width: 100%;"></div>



DATED

-----2021

HIGH HEAT RETENTION STORAGE HEATING SYSTEMS

FUNDING AGREEMENT

between

SHROPSHIRE COUNCIL

and

[NAME OF RECIPIENT]

AGREEMENT REF: AMNV 015

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THIS DEED is dated [DATE]

- (1) **SHROPSHIRE COUNCIL** of Shirehall, Abbey Foregate, Shrewsbury, Shropshire SY2 6ND ("**the Authority**");

and

- (2) [**Name of Recipient**], a company registered in England and Wales with company number [] and whose registered office address is at [] (**Recipient**).

BACKGROUND

- (A) Shropshire Council has successfully applied for Local Authority Delivery (LAD2) funding from Midland Energy Hub to be used for the Project and have entered into a Funding Arrangement having agreed to the terms set out in the grant letter signed by the Authority on 30th March 2021, in order to receive the funding. The funding is part of the Green Homes Grant: Local Authority Delivery Phase 2 originating from the Secretary of State for Business, Energy and Industrial Strategy ("BEIS").
- (B) The LAD scheme aims to raise the energy efficiency of low-income and low EPC rated homes, delivering progress toward, reducing fuel poverty, the phasing out of high carbon fossil fuel heating and the UK's commitment to net zero by 2050.
- (C) The Authority have agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (D) This Agreement sets out the terms and conditions on which the Grant is payable by the Authority to the Recipient.
- (E) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

AGREED TERMS

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

Additional Grant: Means additional funding (as may be notified to the Recipient in writing by the Authority) that may be made available by the Authority to the Recipient under the terms of this Agreement during the Extended Grant Period only

Bribery Act: The Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Commencement Date: 2021.

Confidential Information: any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Authority or the Recipient, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including all Personal Data;

Customer Journey Partner: means the Marches Energy Agency being a not for profit agency based at The Pump House, Coton Hill, Shrewsbury SY1 2DP

Data Protection Legislation: all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales (UKGDPR), Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the UK GDPR, Data Protection Act 2018, the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

Deliverables: means the installation of 65 HHRSH installations during the term of this Agreement

Eligible Contractor: must be TrustMark registered, or part of a scheme that the Secretary of State is satisfied is equivalent and be businesses delivering energy efficiency measures within the scope of PAS2035:2019 and PAS2030:2019 must be certified to PAS 2030:2019 and comply, and be able to evidence compliance, with both PAS2035:2019 and PAS2030:2019.

Eligible Household: means low income households with a combined gross household income of £30,000 or less before housing costs and where benefits are counted towards this figure, or low income households likely to be living in fuel poverty as defined by ECO affordable Warmth criteria or the criteria set out in the Authorities Statement of Intent for "ECO flexible Eligibility". **Eligible Installations:** means those HHRSH Installations which meet the requirements of the Specification identified in Schedule 1:

Employment Checks: means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks and disclosure and barring checks.

Energy Company Obligation or ECO means the scheme requiring obligated energy suppliers to deliver energy efficiency and heating measures to homes in Great Britain. The scheme supports low income, vulnerable and fuel poor households meaning that all measures should be delivered to these groups. The scheme helps homes to reduce their energy bills and consequently tackles fuel poverty and vulnerability to the cold

EPC: means Energy Performance Certificate

Extended Grant period: means a period of one year commencing on 1st April 2022 and expiring on 31st March 2023 subject to the receipt by the Authority of Sustainable Warmth Competition funding

Final Claim Date: means one calendar month following the expiry or termination of this Agreement howsoever arising

Funding Arrangement: means the agreement for the provision of funding for the Project made between the Midlands Energy Hub and the Authority

Good Industry Practice means the exercise of that degree of skill, care and diligence as would be reasonably and ordinarily expected from a competent and qualified contractor within the same industry or business sector:

Governing Body: the governing body of the Recipient including its directors or trustees:

Grant: an amount not exceeding £ £299,500.00 (Two hundred and ninety nine thousand, five hundred pounds) to be paid to the Recipient in accordance with this Agreement which shall be calculated and payable as £5,000 maximum average (Five thousand Pounds) per completed HHRSH Installation delivered to owner occupiers and £5,000 (Five thousand Pounds) maximum grant for private and socially rented properties:

Handover Pack: means the pack of information to be provided to a householder and the Authority upon completion of the HHRSH installation as more particularly described in Schedule 1

High Heat Retention Storage Heating Systems (HHRSH) Installation: means the installation of an HHRSH's and factory insulated hot water cylinders which meet the requirements of an Eligible Installation;

Initial Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending on 31st March 2022

Intellectual Property Rights: all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions:

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale:

LAD2: Local Authority Delivery Scheme phase 2

Personal Data: shall have the same meaning as set out in the Data Protection Legislation:

Personnel means all employees, agents, consultants and contractors, including Sub-Contractors, used or engaged by the Recipient for the purposes of delivering the Project:

Prohibited Act:

- (a) offering, giving or agreeing to give to any servant of the Authority any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Authority; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Authority;
- (b) entering into this Agreement or any other contract with the Authority where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Authority;
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Authority; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Authority;

Project: the project described in Schedule 1:

Project Manager: the individual who has been nominated to represent the Authority for the purposes of this Agreement:

Regulatory Bodies means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly:

Specification: means the specification of the HHRSH contained within the Project details set out in Schedule 1

Subcontract: means any contract between the Recipient and a third party pursuant to which the Recipient agrees to source the delivery of any part of the Project from that third party:

Sub-Contractors: those persons with whom the Recipient enters into a Subcontract or its or their servants or agents:

Subsidy Control Rules: The Subsidy Control Rules are all laws of the United Kingdom limiting State Subsidy including the European Union (Future Relationship) Act 2020, any relevant secondary legislation and any other law which replaces, or supersedes or implements, or retains the law embodied in Articles 107- 109 of the Treaty for the Functioning of the European Union ("TFEU") or and any relevant primary or secondary legislation in relation to the United Kingdom (whether in whole or part) as a result of the United Kingdom ceasing to be a member state of the European Union, together with any guidance from time to time issued by a central Government body relating to the provision of State Subsidies, including the interaction of State Subsidies with the United Kingdom's commitments as a member of the World Trade Organisation and under its trade agreements with other countries.

Working Day: means any day other than a Saturday, Sunday or public holiday in England and Wales

2. PURPOSE OF GRANT

- 2.1 The Recipient shall use the Grant (and, subject to the Authority being successful in receiving additional funding, the Additional Grant) only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant (and as may be applicable, Additional Grant) shall not be used for any other purpose without the prior written agreement of the Authority.
- 2.2 The Recipient shall procure and diligently pursue the completion of the Deliverables in accordance with the Specification. At all times it shall be considered that time is of the essence in completing the Deliverables and delivering the Project
- 2.3 The Recipient shall not make any material change to the Project without the Authority's prior written agreement.
- 2.4 Where the Recipient intends to apply to a third party for other funding for the Project, except where already identified in this Agreement, it will notify the Authority in advance of its intention to do so and, where such funding is obtained, it will provide the Authority with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for

duplicate funding in respect of any part of the Project or any related administration costs that the Authority is funding in full under this Agreement.

- 2.5 The Recipient shall ensure that its use of the Grant is not in contravention of the terms of this Agreement or directly cause the Authority to be in breach of their Agreement with Midlands Energy Hub and where the Additional Grant is made available to the Recipient, shall ensure that its use of the Additional Grant is not in contravention of the terms of this Agreement or directly causes the Authority to be in breach of its obligations under the terms of the Sustainable Warmth Competition funding allocation (a summary of which will be provided to the Recipient for reference).

3. PAYMENT OF GRANT

- 3.1 Subject to clause 13, the Authority shall pay the Grant (and as may be applicable, the Additional Grant) to the Recipient in accordance with and following receipt of a claim as specified in [Q](#).
- 3.2 No Grant (or as may be applicable, Additional Grant) shall be paid unless and until the Authority is satisfied that such payment has or will be used for proper expenditure in the delivery of the Project.
- 3.3 The amount of the Grant (and as may be applicable, Additional Grant) shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 3.4 The Recipient shall promptly repay to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies (including where applicable Additional Grant monies) have been paid in error before all conditions attaching to the Grant and Additional Grant have been complied with by the Recipient.
- 3.5 No payment of Grant or Additional Grant shall be paid in respect of claims for payment submitted after the Final Claim Date
- 3.6 The payment of the Grant and/or Additional Grant is contingent upon the Authority receiving the funds under the Funding Arrangement. The Authority in no way warrants, represents or guarantees the continuation of the Grant or as the case may be, the Additional Grant funding in the event that the funding is withdrawn, withheld or any subsequent changes are made to the Funding Arrangement

Deleted: Schedule 2

4. USE OF GRANT

- 4.1 The Grant (and as may be applicable, Additional Grant) shall be used by the Recipient for the delivery of the Project in accordance with this Agreement.
- 4.2 The Recipient shall not use the Grant (or as may be applicable, Additional Grant) to:
- (a) make any payment to members of its Governing Body;
 - (b) purchase buildings or land; or
 - (c) pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by the Authority.

- 4.3 The Recipient shall not spend any part of the Grant (or as may be applicable, Additional Grant) on the delivery of the Project after the Grant Period (or as may be applicable, the Extended Grant Period).
- 4.4 Any liabilities arising at the end of the Project including any redundancy liabilities relating to Personnel engaged to deliver the Project must be managed and paid for by the Recipient. There will be no additional funding available from the Authority for this purpose.
- 4.5 The Recipient shall ensure any works or installations carried out using the Grant (or as may be applicable, Additional Grant) for the Project are performed:
- (a) in accordance with Good Industry Practice and all applicable laws;
 - (b) using appropriately experienced, skilled, qualified and trained Personnel;
 - (c) using reasonable endeavours to have 50% of HHRSH Eligible Installations carried out by local contractors who are located in, or whose main areas of operation are in, the administrative areas of Shropshire, Telford & Wrekin and Herefordshire Councils in recognition of the benefits to the local economies as a product of doing so;
 - (d) in such a way as to minimise the impacts on the environment wherever commercially viable to do so.
 - (e) Subject to appropriate contractual terms and conditions between the Recipient and/or its Sub-Contractors and householders/landlords (as applicable) as required by the conditions of the Project set out in Schedule 1 to this Agreement

- 4.6 The Recipient shall ensure that it, and shall procure that any Personnel (as applicable), are registered and maintain any registrations throughout the term of this Agreement with any relevant Regulatory Bodies to ensure that it/they remain Eligible Contractor(s) for the purposes of the Project and that it and its Personnel has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under this Agreement
- 4.7 The Recipient shall and shall procure that appointed Sub-Contractors shall before it engages or employs any person in the delivery of the Project, or in any activity related to, or connected with, the delivery of the Project, complete the Employment Checks
- 4.8 The Recipient shall liaise with the Customer Journey Partner with regard to the delivery of the Project as more particularly described in Schedule 1 to this Agreement and agrees to enter into appropriate data sharing arrangements relating to the processing of Personal Data with the Customer Journey Partner prior to the Commencement Date of this Agreement

5. PROTECTION OF CHILDREN AND VULNERABLE ADULTS

- 5.1 The Recipient acknowledges that the Authority has an obligation under s11 Children's Act 2004 and Safeguarding Vulnerable Groups Act 2006 and in carrying out its responsibilities under the Project the Recipient shall ensure that all individuals engaged in the installation of measures under the Project are subject to appropriate checks to promote the protection of children and vulnerable adults in the delivery of the Project.

6. ACCOUNTS AND RECORDS

- 6.1 The Grant (and as may be applicable, Additional Grant) shall be shown in the Recipient's accounts as a committed fund.
- 6.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant (and as may be applicable, Additional Grant) monies received by it.
- 6.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant (and as may be applicable, Additional Grant) for a period of six years following receipt of any Grant (and as may be applicable, Additional Grant) monies to which they relate. The Authority shall have the right to review, at the Authority's reasonable request, the Recipient's accounts and records that specifically

relate to the expenditure of the Grant (and as may be applicable, Additional Grant) and shall have the right to take copies of such accounts and records.

- 6.4 The Recipient shall provide the Authority with a copy of its annual accounts within six months (or such lesser period as the Authority may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant (and as may be applicable, Additional Grant) is paid.
- 6.5 The Recipient shall comply and facilitate the Authority's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Authority.

7. MONITORING AND REPORTING

- 7.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Initial Grant Period (and where applicable, the Extended Grant Period) to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 7.2 The Recipient shall provide the Authority with a financial report and an operational report on its use of the Grant (and/or as may be applicable, Additional Grant) and delivery of the Project every quarter and in such formats as specified in this Agreement.
- 7.3 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 7.4 The Recipient shall on request provide the Authority with such further information, explanations and documents as the Authority may reasonably require for it to establish that the Grant has been properly claimed in accordance with this Agreement.
- 7.5 The Recipient shall permit any person authorised by the Authority such reasonable access to its (upon reasonable prior notice to the Recipient), facilities and records, for the purpose of ensuring the Recipient's fulfilment of the conditions of this Agreement.
- 7.6 The Recipient shall provide the Authority with the reports set out in Schedule 1 and a final report on completion of the Initial Grant Period (and/or as applicable the Extended Grant Period) which shall confirm whether the Project has been successfully and properly completed.

- 7.7 The Recipient shall attend and comply with any instructions issued by the Authority arising from the monthly review meetings referred to in Schedule 3 of this Agreement

8. ACKNOWLEDGMENT AND PUBLICITY

- 8.1 The Recipient shall acknowledge the Grant (and as may be applicable, Additional Grant) in its accounts, including an acknowledgement of the Authority as the source of the Grant (and/or as may be applicable, Additional Grant).
- 8.2 The Recipient shall not publish any material referring to the Project or the Authority without the prior written agreement of the Authority. The Recipient shall acknowledge the support of the Authority in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Authority) shall include the Authority' name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.
- 8.3 In using the Authority' name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Authority from time to time.
- 8.4 The Recipient and the Authority agree to participate in and co-operate with promotional activities relating to the Project that may be instigated by the Authority and which are organised and/or delivered between the Recipient and the Authority.
- 8.5 The Authority may acknowledge the Recipient's involvement in the Project in accordance with the branding guidelines issued by the Recipient as updated from time to time.
- 8.6 The Recipient shall comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional activities relating to the Project pursuant to clause 8.4.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Authority and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Authority or the Recipient before the Commencement Date or

developed by either party during the Initial Grant Period (and as applicable, the Extended Grant Period), shall remain the property of that party.

- 9.2 Where the Authority has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Authority.
- 9.3 Where the Recipient has provided the Authority with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Authority shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Recipient.

10. CONFIDENTIALITY

- 10.1 Subject to clause 11 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
- 10.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party.
 - (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
 - (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

11. FREEDOM OF INFORMATION

- 11.1 The Recipient acknowledges that the Authority is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).
- 11.2 The Recipient shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs.
 - (b) transfer to the Authority all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt.
 - (c) provide the Authority with a copy of all information belonging to the Authority requested in the request for information which is in its possession or control in the form that the Authority requires within 5 working days (or such other period as the Authority may reasonably specify) of the Authority's request for such information; and
 - (d) not respond directly to a request for information unless authorised in writing to do so by the Authority.
- 11.3 The Recipient acknowledges that the Authority may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The Authority shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Authority shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
- 11.4 Further to the Local Government Transparency Code 2015 the Authority is obliged to publish details of expenditure exceeding £500. The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA. The Authority may consult with the Recipient to inform its decision regarding any exemptions, but the Authority shall have the final decision in its absolute discretion.

12. DATA PROTECTION

Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement as detailed in Schedule 4 and shall enter into all necessary and appropriate data sharing agreements as are required for the delivery of the Project.

13. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

13.1 The Authority's intention is that the Grant (and/or as may be applicable, Additional Grant) will be paid to the Recipient in full. However, without prejudice to the Authority's other rights and remedies, the Authority may at its discretion withhold or suspend payment of the Grant (and/or as may be applicable, Additional Grant) and/or require repayment of all or part of the Grant (or as may be applicable, Additional Grant) if:

- (a) the Recipient uses the Grant (and/or as may be applicable, Additional Grant) for purposes other than those for which they have been awarded.
- (b) the Recipient fails to comply with the reporting requirements set out in clause 7 of this Agreement;
- (c) the Recipient, as a result of its performance of the Project, causes the Authority to breach any material terms of the Funding Arrangement (and where applicable with regard to the Additional Grant, the terms of the Sustainable Warmth Competition funding).
- (d) a claim fails to meet the requirements of an Eligible Installation.
- (e) the Recipient obtains duplicate funding from a third party for the Project.
- (f) the Recipient obtains funding from a third party which, in the reasonable opinion of the Authority, undertakes activities that are likely to bring the reputation of the Project or the Authority into disrepute.
- (g) the Recipient provides the Authority with any materially misleading or inaccurate information.
- (h) the Recipient commits or has committed a Prohibited Act.
- (i) this Agreement or any payment of Grant (including the Additional Grant) under it are deemed to be in contravention of legislation, including any applicable laws relating to Subsidy Control Rules.
- (j) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation).

- (k) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
- (l) the Recipient fails to comply with any material terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.
- (m) The Recipient, in the reasonable opinion of the Authority, has not made satisfactory progress of the Project or that the Project is being delivered by the Recipient in a negligent manner.
- (n) The Recipient has received an overpayment of the Grant (and/or Additional Grant, as applicable) in relation to the Project

13.2 The Authority may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this agreement or any other agreement pursuant to which the Recipient provides goods or services to the Authority.

13.3 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Authority as soon as possible so that, if possible, and without creating any legal obligation, the Authority will have an opportunity to provide assistance in resolving the problem or to take action to protect the Authority and the Grant (or as may be applicable, Additional Grant) monies.

13.4 The parties agree that the liability to meet a demand for repayment under this clause 13 shall be enforceable as a contractual debt

14. ANTI-DISCRIMINATION

14.1 The Recipient shall comply with the provisions of the Equality Act 2010.

14.2 The Recipient shall take reasonable steps to secure the observance of clause 14.1 by all Personnel, servants, employees or agents of the Recipient and all suppliers and Sub-Contractors engaged on the Project.

15. HUMAN RIGHTS

15.1 The Recipient shall (and shall use its reasonable endeavours to ensure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).

- 15.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Authority requests so as to enable the Authority to comply with its obligations under the Human Rights Act 1998.

16. LIMITATION OF LIABILITY

- 16.1 The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient undertaking the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall subject to a cap of £5,000,000 (five million pounds) be liable to the Authority, its employees, agents, officers or Sub-Contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities directly arising from or directly incurred by reason of the actions and/or omissions of the Recipient in relation to the Project or its obligations under this Agreement.
- 16.2 Subject to clause 16.1, the Authority's liability under this Agreement during the Initial Grant Period is limited to the payment of the Grant and during the Extended Grant Period, to the payment of the Additional Grant.
- 16.3 Nothing in this Agreement shall limit or exclude a party's liability for:
- (a) Death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors.
 - (b) Fraud or fraudulent misrepresentation.
 - (c) Any other act or omission, or liability which may not be limited or excluded by law
- 16.4 Subject to clause 16.3, neither party shall have any liability to the other party whether in contract, tort (including negligence). Breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under it or in connection with this Agreement.

17. WARRANTIES

The Recipient warrants, and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant (or as may be applicable, Additional Grant)
- (b) it has not committed, nor shall it commit, any Prohibited Act.
- (c) it shall at all times comply with all relevant legislation and regulations in respect of undertaking its delivery of the Project (particularly in respect of the HHRSH Eligible Installations) and shall notify the

Authority immediately of any significant departure from such legislation relevant to the delivery of the Project.

- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project.
- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest.
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction.
- (g) all financial and other information concerning the Recipient which has been disclosed to the Authority is to the best of its knowledge and belief, true and accurate.
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant.
- (i) it is not aware of anything in its own affairs, which it has not disclosed to the Authority or any of the Authority' advisers, which might reasonably have influenced the decision of the Authority to make the Grant on the terms contained in this Agreement; and
- (j) since the date of its last accounts there has been no material change in its financial position or prospects.

18. INSURANCE

18.1 The Recipient shall affect and maintain with a reputable insurance company the following insurances in respect of risks arising out of the Recipient's performance of the Agreement (the **Required Insurances**). The Required Insurances referred to above are:

- (a) public liability insurance with a limit of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.
- (b) professional indemnity insurance with a limit of not less than one million pounds (£1,000,000) in relation to any one claim or series of claims arising from the Project.
- (c) product liability insurance with a limit of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project; and

- (d) employer's liability insurance with a limit of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.

The Recipient shall (on request) supply to the Authority evidence of the Required Insurances held.

19. DURATION

- 19.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the expiry of the Grant Period (or where the Agreement is extended by virtue of the Authority being successful in securing further funding, until the expiry of the Extended Grant Period).
- 19.2 Where the duration of this Agreement is to be extended for the Extended Grant Period, the Authority shall provide the Recipient with two months' prior notice in writing

20. TERMINATION

- 20.1 The Authority may terminate this Agreement and any Grant (or as may be applicable, Additional Grant) payments where the events referred to in clause 13 are unable to be remedied.
- 20.2 The parties may terminate this Agreement upon giving a minimum of three months' written notice. In the event of any such termination, the Parties shall agree when such termination shall take effect to ensure ongoing HHRSH Eligible Installation works under the Project which are already underway are completed and agree the date and amount of final funding payment to the Recipient.
- 20.3 If there is a failure by the Recipient to start the Project within 3 months of being offered the Grant or that there is insufficient progress being made in delivering the Project and to enable the Deliverables to be achieved by the Expiry Date.
- 20.4 If, in the reasonable opinion of the Authority, the Project is being delivered by the Recipient in a negligent manner.
- 20.5 Following the time at which any such termination takes effect the Recipient shall not be entitled to payment of any or any further part of the Grant (or as may be applicable, Additional Grant) under this Agreement.

21. ASSIGNMENT AND SUB-CONTRACTING

- 21.1 The Recipient may not without the prior written consent of the Authority, assign, transfer, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant (or as may be applicable, Additional Grant).
- 21.2 Where the Recipient subcontracts its obligations under this Agreement the Recipient shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own. An obligation on the Recipient to do, or to refrain from doing, any act or thing shall include an obligation on the Recipient to procure that its Personnel, employees, staff and agents and Sub-Contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

22. WAIVER

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

23. NOTICES

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day, they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

24. DISPUTE RESOLUTION

- 24.1 In the event of any complaint or dispute (which does not relate to the Authority's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Authority from time to time.
- 24.2 Should the complaint or dispute remain unresolved within 28 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Chief

Executive of the Authority and the Chief Executive of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Authority and the Recipient.

- 24.3 In the absence of agreement under clause 24.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

25. COUNTERPARTS

- 25.1 This Agreement may be executed in any number of counterparts and each counterpart will when executed be an original of this Agreement and all counterparts together will constitute one instrument

26. ENTIRE AGREEMENT

- 26.1 This Agreement, together with all documents and Schedules annexed to it or incorporated by reference) constitutes the entire agreement and understanding between the parties in relation to the Grant (and as may be applicable, the Additional Grant) and supersedes any previous agreement or understanding between them in relation to such subject matter.

27. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Authority and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

28. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

29. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 - The Project

Project Description, Specification and Funding

The Project consists of the delivery of 65 High Heat Retention Storage Heating Systems during the Initial Grant Period to residential properties within the Authority's administrative area for which:

- 1.1. the Recipient has submitted a quote to the Authority for a HHRSH system Installation.
- 1.2. the HHRSH Installation meets the HHRSH Specification; and
- 1.3. the Recipients quote for the HHRSH Installation work has been approved by the Authority for delivery.
- 1.4. the Authority has confirmed that the household and property in question are Eligible Households/Property and meet all qualifying criteria of the LAD2 scheme
- 1.5. Paragraphs 1.1, 1.2, 1.3 and 1.4 comprise the “**Eligible Installations**” for activities eligible for the Grant (or as may be applicable, Additional Grant).
- 1.6. More particularly the Recipient's obligations for the Project include:
 - 1.6.1. Service Standards

GUIDING PRINCIPLES

The Recipient will seek to provide a Service that:

- 1.6.1.1 ensures that its Personnel and Sub-Contractors are committed to anti-discriminatory and anti – oppressive practice and seek to examine their own attitudes.
- 1.6.1.2 ensures that the privacy and individuality of all Eligible Householders is respected
- 1.6.1.3 respects the confidentiality of any information gained about Eligible Householders
- 1.6.1.4 protects vulnerable Eligible Householders and their families.

REFERRALS TO THE SERVICE

- 1.6.1.5 The Authority/Customer Journey Partner will make referrals for the Eligible Installations to the Recipient but if the Recipient becomes aware of potential additional Eligible Households the Authority expects the Recipient to refer such information to the Authority in order for the provision of services to such additional households to be considered

POLICIES, PROCEDURES AND GUIDANCE

The Recipient should have the following policies, procedures and/or guidance in place:

- 1.6.1.6 Operational policies including recruitment and retention of staff.

- 1.6.1.7 Grievance and disciplinary procedures.
- 1.6.1.8 Health and Safety
- 1.6.1.9 Confidentiality record keeping and security
- 1.6.1.10 Personnel training (to include training of local Sub-Contractors)
- 1.6.1.11 Risk Management policy and procedure.
- 1.6.1.12 Whistleblowing
- 1.6.1.13 Equal Opportunities and Anti-Discriminatory Practice

QUALITY ASSURANCE

- 1.6.1.14 The Recipient must be able to demonstrate to the Authority that it has a commitment to the quality of the Service and must allow officers of the Authority access to all records for the purpose of monitoring and complaint investigation at all times.
- 1.6.1.15 The Recipient must have documented systems which enable it to:
 - 1.6.1.15.1 check on whether it is delivering the Eligible Installations in accordance with the Specification
 - 1.6.1.15.2 check whether it is doing this efficiently and effectively
 - 1.6.1.15.3 check on whether Personnel are provided with safe systems of work
 - 1.6.1.15.4 check to ensure that all records are up to date

MONITORING

- 1.6.1.16 The Recipient shall co-operate with the Authority and shall comply with all reasonable requests from the Authority to allow monitoring and evaluation of the effective provision of the Eligible Installations by the Recipient which shall include the recruitment and selection of Personnel and adherence to policies and procedures.
- 1.6.1.17 Without prejudice to the generality of the foregoing the Recipient shall permit the Project Manager at all reasonable times to inspect or witness the Recipient's provision of the Eligible Installations for the purpose of monitoring the Recipient's performance of its obligations under this Agreement. The Authority will have careful regard to the nature of the service provided and shall when on premises controlled by the Recipient respect the Recipient's rules as to security health and safety
- 1.6.2. Prior to commencement of an Eligible Installation, enter into a contract for the HHRSH Eligible Installation with the householder or their authorised representative and/or any other person authorised to agree to the installation, which shall ensure the installations are carried out in accordance with Good Industry Practice; all statutory and regulatory Body requirements and ensure the protection of the householder's rights under the Consumer Protection Act 2015 and which shall fully

- indemnify the Authority with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities directly arising from or directly incurred by reason of the actions and/or omissions of the Contractor or its Sub-Contractors in relation to the works;
- 1.6.3. [Undertaking installations in accordance with any agreed delivery plan][TBA upon appointment of Recipient];
 - 1.6.4. Where the Recipient delivers HHRSH Installations into private-rented properties, a landlord contribution of at least 1/3 of the value of works shall be sought by the Recipient from the landlord at its own risk. The Authority shall not make any payments of Grant (or as may be applicable, Additional Grant) to compensate the Recipient where the Recipient fails to secure the payment of the landlord's contribution;
 - 1.6.5. Recipient's staff members with appropriate knowledge of the Project shall attend the scheduled review meetings and any additional meetings as necessary and taking part in telephone conferences with the Authority and partner organisations as needed.
- 1.7. The Grant (or as may be applicable, Additional Grant) payable shall be used to contribute to the costs of HHRSH Installations which are Eligible Installation. Payment of any Grant (or as may be applicable, Additional Grant) will be made based on completed installations during each monthly period and based on an average contribution towards the cost of each installation of £5,000 (Five thousand pounds) per HHRSH Installation delivered to owner occupied residential properties, private rented properties for which payment is up to an average of £3,300 per completed HHRSH Installation.
 - 1.8. The total aggregate funding available to the Recipient in respect of the Project shall not exceed the amount of the Grant during the Initial Grant Period and where applicable the amount of the Additional Grant during the Extended Grant Period.
 - 1.9. Grant payments (or as may be applicable, Additional Grant payments) will not be made in respect of installations that do not meet the requirements for Eligible Installations.

2. Specification:

2.1 Brief Overview of Requirement

The Project:	To deliver 65 HHRSH installs as part of the Authority's LAD2 programme by 31 st March 2022.
Overview:	The Authority has secured LAD2 funding to install a number of energy efficiency measures to homes across Shropshire [its administrative area]. The LAD scheme aims to raise the energy efficiency of low-income and low EPC rated homes, delivering progress towards, reducing fuel poverty, the phasing out of high carbon fossil fuel heating and the UK's commitment to net zero by 2050. Measures will be delivered across all tenures.

The Authority requires the Recipient to deliver HHRSH's and factory insulated hot water cylinders where necessary to approximately 65 households across Shropshire [its administrative area]. The Authority requires that the Recipient has and maintains all relevant accreditations including Trustmark and PAS2030 throughout the duration of this Agreement. The Recipient will be customer focused and able to support and increase the capacity of the local supply chain to deliver these measures now and in the future. This should include a training and support package including quality assurance on completed installs.

The Recipient shall be able to access ECO3 funding and to discharge this to Eligible Households and properties where possible. The Grant should only be accessed when the required works can't be fully funded via ECO3.

Installations shall commence from **October 2021** [TBC] to end of March 2022 with a potential extension to the end of March 2023 should The Council be successful in Sustainable Warmth Competition.

2.2 Scope of Works

The Project will be delivered across the administrative area of the Authority during the Initial Term. In the event that this Agreement is extended for the Extended Grant Period the area of delivery may also include the remainder of the geographical area of Shropshire within the administrative control of Telford & Wrekin Council.. In total 65 HHRSH's systems are to be funded by the Grant during the Initial Term. The Authority is working to identify area-based schemes to benefit from economies of scale alongside an 'open offer' to qualifying residents across area.

Under the Funding Arrangements, the Authority has been allocated funding to raise the energy efficiency of low-income and low EPC rated homes, delivering progress towards, reducing fuel poverty, the phasing out of high carbon fossil fuel heating and the UK's commitment to net zero by 2050. Measures will be delivered across all tenures.

The Authority anticipates that 25 of the 65 households to receive measures to be within the private rented sector. Private Landlords will be responsible for making a financial contribution of 1/3 of the total cost of works ("landlord's contribution"), which will be paid directly to the Recipient. It shall be the responsibility of the Recipient to put in place appropriate contractual arrangements with private landlords to secure the payment of the landlord's contribution: no claim of the Grant may be made by the Recipient to cover the landlord's contribution and any works under the Project carried out to properties where a landlord's contribution is payable but unpaid shall be carried out at the Recipient's own risk. The Customer Journey Partner will help facilitate the Recipient to identify properties where a landlord's contribution is due

The Recipient shall be able to access ECO3 funding for HHRSH systems and to discharge this to Eligible Households and properties where possible. The Grant should only be accessed when the required works can't be fully funded via ECO3. As per the Funding Arrangements, the Grant and ECO3 funding is not permitted to be used to fund or part fund the same energy efficiency measure.

The Recipient shall provide a monthly declaration. For each property, this will include;

- Total cost of works
- Whether ECO 3 funding is available and the amount
- Any insulation measures required
- Funding route chosen (e.g ECO 3 or Grant).

These declarations will be used by the Authority to sign off Grant claim payments.

Marches Energy Agency have been appointed as the Customer Journey partner for the Marches. They will deliver a package of support to residents through our existing energy advice service, Keep Shropshire Warm.

This will include but is not limited to

- Promoting the LAD2 scheme (in partnership with the Authority)
- Identifying qualifying residents for the LAD2 scheme, and referring them to the Recipient
- Process LA Flex applications and necessary paperwork
- Undertaking pre-EPC's where necessary
- Managing vulnerable residents throughout the customer journey
- Liaising with the Recipient on all aspects of the works
- Ensuring all grant and compliance paperwork is complete
- Applying for additional funding to enable works (where necessary)

The Recipient shall enter into appropriate data sharing arrangements with the Customer Journey Partner with respect to the Personal Data to be shared and processed further to this Specification prior to commencement of any works undertaken with respect to the Project

The Recipient shall or shall procure the undertaking of Retrofit Assessments and associated Retrofit Plans on all Eligible Household properties as per PAS2035 and Trustmark, either internally or by working with independent assessors and co-ordinators. The Authority has access to limited funding to assist with necessary ancillary works. This funding will be released by the Authority on a case by case basis on receipt of estimates from the Recipient.

2.3 Social value

The Recipient is required to support and encourage the involvement of local sub-contractors. To enhance the Social Value returns of the Project the Authority requires the Recipient to demonstrate that it has secured that 50% of works are delivered by Marches (Herefordshire, Shropshire and Telford & Wrekin) based sub-contractors. Where local contractors do not have Trustmark accreditation to deliver works under this scheme the Recipient shall support the local installers to take part in Trustmark scheme and help them to engage with the process of gaining the necessary accreditations to be able to tender for future schemes in their own right.

2.4 Charges

The Recipient may not charge Eligible Householders a financial contribution towards an Eligible Installation

Private and Social landlords eligible for funding must provide at least 33% contribution ("landlord's contribution") towards the cost of the works to their properties. The maximum available Grant payment per property being £5,000. The landlord contributions may be taken in advance by the Recipient and considered a deposit subject to the Recipient putting in place appropriate documentation with the landlord. Customer Journey Partner will work with the Recipient to manage this process. Failure to secure the landlord's contribution prior to undertaking an Eligible Installation will be at the Recipient's own risk and the Authority shall not fund the landlord's contribution via the Grant (or, where applicable, the Additional Grant)

All claims for payment of the Grant (or where applicable, the Additional Grant), shall be supported by evidence of actual install costings and itemised pro-forma invoices for the properties identified.

2.5 High Heat Retention Heating Specification

General Design Criteria

The mechanical services designs shall meet the following regulations, design guidance and recommendations:

- Relevant current British Standards (BS) and harmonised European Standards (EN)
- UK Building Regulations
- Chartered Institute of Building Services Engineering (CIBSE) Guides
- The Building Services Research and Information Association (BSRIA) Guides
- Health and Safety Executive Guidelines
- Health and Safety at Work Act and other Statutory Health and Safety Documents
- Construction (Design and Management) Regulations (CDM)
- Manufacturer recommendations
- The Water Regulations
- IEE Wiring Regulations BS7671
- Institute of Plumbing Engineering Design Guide
- The Control of Noise at Work Regulations 2005

All new services shall meet the minimum recommendations contained within UK Government Domestic Building Services Compliance Guide 2013.

The Recipient shall ensure that all systems achieve CIBSE M, Appendix 13.A1 indicative life expectancies with a minimum design life of 25 years as far as reasonably practicable.

Commissioning shall be undertaken in accordance with BSRIA and CIBSE guidelines.

All systems should be designed, installed and commissioned in accordance with manufacturer instructions.

Installation and Commissioning

- A. The scope of the works comprises of: Installing a full heating system using Dimplex Quantum (or such alternative which must equal or exceed that of the Dimplex Quantum system with prior agreement from the Authority) high heat retention storage heaters and factory insulated dual immersion vented hot water cylinder.
- B. The design of the installation, including heat loss calculations, heater numbers, sizing and location will be determined by the Recipient prior to commencement of works, using the manufacturer's approved procedure for identifying heater size for each room.
- C. The Eligible Installations shall be carried out by installers who are NICEIC registered and in accordance with all Building Regulations relevant to all works required for the satisfactory completion of the installation.
- D. All system components shall be installed strictly in accordance with the manufacturer's instructions and in particular with the manufacturer's installation manual, where such is available. The Recipient should note in particular that High Heat Retention Storage Heaters require both an off peak supply for the main heating elements and an on peak supply for the booster elements. Cable size and type for each circuit must be in accordance with the installation manual.
- E. Where the existing electric meter within the property is single rate, the Householder will be advised at design stage by the Customer Journey Partner. The Recipient is expected to work with the Customer Journey Partner to ensure arrangements are in place to organise the meter change. Sufficient time must be allowed post survey and prior to the commencement of works for the meter to be changed. Under no circumstances will an installation be accepted for handover unless a dual rate electricity meter is in place.
- F. Heaters shall be sited to provide the best possible heat distribution within the room in which it is fitted. Separation distances from obstructions such as fixed furniture, shelves, kitchen units, etc must meet the recommendations in the installation manual. In general, heaters must not be located under windows.
- G. Where practicable cable runs shall be concealed in the intermediate floor space. Surface mounted white uPVC trunking drops to individual heaters shall

as far as possible be located in corners of rooms, or adjacent to architraves, etc so as to minimise their visual intrusion within the room.

- H. The Recipient shall connect the on/off peak circuits to the dual immersion heaters on the hot water cylinder. Existing immersion switch to be renewed with new switch with indicator neon.
- I. Where pipes or cables pass through surfaces with textured coatings that have been identified as containing non-licensed, non-notifiable asbestos, the Recipient shall form such holes in accordance with HSE Datasheet A26 'Drilling and Boring through Textured Coatings. No additional charge shall be made by the Recipient to the Authority or the Eligible Householder for this.
- L. After completion of the installation the system shall be commissioned and tested to ensure all circuits and controls are fully operational. After commissioning the resident of the property shall be instructed in the operation of the system and handed all relevant user manuals.
- M. Any existing storage or panel heaters, redundant cabling, controls, immersion circuits & switches and accessories are to be removed from the properties and disposed of by the Recipient. Residual damage to walls, ceilings and floors caused as a consequence of the works undertaken as part of the Eligible Installations only shall be made good ready for final decoration.
- N. The Recipient must ensure that all services are maintained throughout the works to each individual property and temporary heat is supplied where required.

Electrical Installation

- A. The electrical installation works is confined to works associated with the heating installations and basically consists of wiring to heaters, programmers, thermostats and other controls plus the supply and fitting of fused spurs, switches & socket outlets as required.
- B. Where a significant increase in load is expected locally, the Recipient is to carry out all necessary communication and liaison with the Electricity District Network Operator (DNO) in relation to the proposed installation with regard to expected loads on the system, including completion and submission of Form A and Form J1, completed copies of which must be given to the Householder as part of the handover Pack.
- C. All work carried out is to comply with BS 7671 and the current 18th Edition of the Regulations for the Electrical Equipment of Building issued by the Institute of Electrical engineers (I.E.E. Regulations) complete with any amendments thereto, and to the requirements of the electricity Company and Fire Officers concerned.

- D. All materials used shall comply with the appropriate British Standard Specifications where such apply.
- E. All electrical work is to be carried out by a registered member of the N.I.C.E.I.C. and an N.I.C.E.I.C. electrical installation certificate provided on completion.
- F. Wiring accessories shall be of Messrs. Crabtree or M.K. manufacture.
- G. Alternative materials/manufacturers having at least equal performance characteristics may be used subject to The Authority's prior written agreement.

Finishes

A. The Recipient must allow for making good to any damaged areas to existing decoration to match existing where this has been damaged due to standard installation requirements. Any issues arising from the standard of work carried out further to an Eligible Installation between the householder and the Recipient and/or its Personnel and Sub-Contractors shall be dealt with in accordance with the terms of the contractual relationship put in place between the parties prior to the commencement of the works. In making a claim for payment under the Grant, the Recipient shall make the Authority aware of any issues raised by the householder relating to the standard of work and the steps taken by the Recipient to resolve and settle such matters. Where it is notified that there have been concerns raised by the householder, the Authority may, at its entire discretion, take steps to investigate such issues to ensure that the Recipient is complying with the terms of this Agreement and to ensure that payment of the Grant is properly due in such cases

Standards of work and dealing with Householders

The household supply of electricity and hot water should be maintained as long as practicable, but in no event should it be interrupted for more than one day.

The Recipient Personnel will ask the householder to move all furniture, fixtures, fittings, carpets and floor coverings out of the way before commencement of works. The items to be moved will be agreed between the Recipient and the resident in advance.

Cases may arise, due to illness, infirmity, old age or other reason, where the resident is unable to move furniture, fixtures, fittings, carpets, floor coverings, curtains or other household items. In such cases, the Recipient Personnel should notify the Customer Journey Partner at the earliest possible opportunity.

It is the responsibility of the Recipient Personnel to take photographs of the condition of the building and fittings before any work begins and to bring to the attention of the householder/occupier/tenant any areas which may require extra work not covered by the contract.

The Recipient is expected to work closely with the Customer Journey Partner in regard to resident liaison. A number of householders may be vulnerable; therefore, the Recipient (and/or its Sub-Contractor) should nominate a member of staff with the required skills and experience to deal with residents in a helpful and empathetic manner.

The Recipient is required to undertake the Employment Checks prior to engaging Personnel or Sub-Contractors to deliver works under the Project and in particular Disclosure and Barring checks where such Personnel are likely to be in contact with children or vulnerable adults as part of the delivery of the Project

The Authority requires the Recipient to provide the householder with a Handover Pack (in paper form) containing;

- i. Manufacturer's information on all products installed,
- ii. A heating system layout plan and a wiring diagram.
- iii. Predicted performance estimate including system design parameters.
- iv. The name, address and phone number of the main Installer and any Sub-Contractors involved in the installation.
- v. Details of the guarantee period and the service that can be expected.
- vi. A 24-hour emergency call out number, including details of level of service on that number.
- vii. An office hours' phone number, including details of level of service on that number.
- x. All electrical, mechanical and building control certificates.
- xi. Commissioning certificates
- xii. Maintenance information for the heating system.

The Recipient will supply the Authority with an electronic version of the Handover pack for each property that has had an Eligible Installation.

3. Reporting Requirements

The Recipient will provide monthly reports that will include;

- Number of referrals received
- Number of surveys completed
- Number of jobs cancelled (with a brief explanation of reasons)
- Number of installs completed
- Copies of Pre and Post EPCs for all installed measures
- Breakdown of the costs for each property
- Details of any ancillary funding claimed
- Number of jobs supported

These reports must be delivered to the Authority by close of business 3rd of each month (or earlier if 3rd is a none working day)

Schedule 2 - Payment Mechanism

Section 1 – Payment Mechanism HHRSH Installations

Amount of Grant Payable	Date of Payment
£5,000 or as per individual property quote per completed HHRSH Installation for owner occupied properties	Monthly claim submission
Up to £5,000 per completed HHRSH Installation at each of the Social Landlord owned/private rented properties	Monthly claim submission

HHRSH Installations Claims

1. At the end of each month the Recipient shall submit a schedule of Eligible Installations completed during the month to the Authority with accompanying evidence of actual installation costs, itemised pro-forma invoices and a signed copy of the completed works form signed by the Householder/Tenant & Landlord where appropriate and relevant Handover Pack together with a valid invoice for the amount claimed.
2. The Authority shall pay the Recipient the Grant monies (or as may be applicable, Additional Grant) per Eligible Installation by BACS payment.
3. For clarity VAT will not be payable on any element of the Grant (or as may be applicable, Additional Grant) and the Recipient shall bear the cost of any non-recoverable VAT

Schedule 3 - Review Meetings

REVIEW MEETINGS

Project performance will be managed through monthly review meetings between the Authority and the Recipient. Review meetings will be held at the beginning of a reporting month. The review meetings will be attended by:

1. The Authority's Project Manager, Affordable Warmth & Energy Efficiency Team
2. The Recipient's Project Manager.
3. Representatives from other delivery partners i.e. MEA – Customer Journey Partner

As a minimum the Review will cover the following:

- Number of referrals into the scheme
- Number of completed installs
- Any issues concerning Project delivery

The Review will also consider forward planning and targeting of marketing activity

Schedule 4 – Data Protection

PROCESSING, PERSONAL DATA AND DATA SUBJECTS Data Controller to Data Controller

In this Schedule 4 the following definitions shall apply:

"Data Controller", "Data Processor", "Data Subject" and "Processing" shall have the meaning given to those terms in the Data Protection Legislation, and **"Process"** and **"Processed"** shall be construed accordingly.

"Data Protection Legislation" means: (a) means all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the UK GDPR, Data Protection Act 2018 ("DPA"), the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; (b) any code of practice or guidance published by the ICO (or equivalent regulatory body) from time to time;

"Data Processing Particulars" means, in relation to any Processing under this Agreement:

- (a) the subject matter and duration of the Processing;
- (b) the nature and purpose of the Processing;
- (c) the type of Personal Data being Processed; and
- (d) the categories of Data Subjects;

as set out in Appendix 1.

"Data Subject Request" means an actual or purported request or notice or complaint from or on behalf of a Data Subject exercising his rights under the Data Protection Legislation in relation to Personal Data including without limitation: the right of access by the Data Subject, the right to rectification, the right to erasure, the right to restriction of processing, the right to data portability and the right to object;

"Good Industry Practice"	1. means at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonable expected at such time from a supplier of similar services to those being carried out under this Agreement, such supplier seeking to comply with its contractual obligations in full and complying with all applicable laws including the Data Protection Legislation;
"ICO"	means the UK Information Commissioner's Office, or any successor or replacement body from time to time;
"ICO Correspondence"	means any correspondence or communication (whether written or verbal) from the ICO;
"Losses"	means all losses, fines, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses (including legal fees (on a solicitor/client basis), disbursements, costs of investigation (including forensic investigation), litigation, settlement (including ex gratia payments), judgment, interest and penalties), other professional charges and expenses, disbursements, cost of breach notification including notifications to the data subject, cost of complaints handling (including providing data subjects with credit reference checks, setting up contact centres (e.g. call centres) and making ex gratia payments), all whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
"Personal Data"	means any personal data (as defined in the Data Protection Legislation) Processed by either Party in connection with this Agreement, and for the purposes of this Agreement includes Sensitive Personal Data (as such Personal Data is more particularly described in Appendix 1 (<i>Data Processing Particulars</i>));
"Personal Data Breach"	has the meaning set out in the Data Protection Legislation and for the avoidance of doubt, includes a breach of Paragraph 2.2.46;
"Restricted Country"	means a country, territory or jurisdiction outside of the European Economic Area which the EU Commission has not deemed to provide adequate protection in accordance with Article 25(6) of the DP Directive and/ or Article 45(1) of the GDPR (as applicable).
"Sensitive Personal Data"	referred to in the GDPR as "special categories of personal data" means Personal Data that reveals such categories of data as are listed in Article 9(1) of the GDPR.
"Third Party Request"	means a written request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law or regulation.

1. **ARRANGEMENT BETWEEN THE PARTIES**

1.1 The Parties acknowledge that the factual arrangements between them dictate the role of each Party in respect of the Data Protection Legislation. Notwithstanding the foregoing, the Parties agree that the Processing under this Agreement will be as follows:

1.1.1 the Parties shall each Process the Personal Data.

1.1.2 each Party shall act as a Data Controller in respect of the Processing of Personal Data on its own behalf and in particular each shall be a Data Controller of the Personal Data acting individually and in common, as follows:

- (a) The Recipient shall be a Data Controller where it is Processing the Personal Data in relation to its obligations under this Agreement namely the provision of energy efficiency measures to deliver the Project.
- (b) The Authority shall be a Data Controller where it is Processing the Personal Data in relation to providing data to the Recipient for the purposes of fulfilling its obligations under this Agreement.

1.1.3 Notwithstanding Paragraph 1.1.2 if either party is deemed to be a joint Data Controller with the other in relation to the Personal Data, the parties agree that they shall be jointly responsible for the compliance obligations imposed on a Data Controller by the Data Protection Legislation, and the parties shall co-operate to do all necessary things to enable performance of such compliance obligations, save that each party shall be responsible, without limitation, for compliance with its data security obligations set out in paragraph 2.2.4 where Personal Data has been transmitted by it, or while Personal Data is in its possession or control.

1.1.4 Each of the parties acknowledges and agrees that Appendix 1 (*Data Processing Particulars*) of this Schedule is an accurate description of the Data Processing Particulars.

2. **DATA CONTROLLER OBLIGATIONS**

2.1 Each party shall in relation to the Processing of the Personal Data comply with its respective obligations under the Data Protection Legislation.

2.2 Without limiting the generality of the obligation set out in Paragraph 2.1, in particular, each Party shall:

2.2.1 where required to do so make due notification to the ICO;

2.2.2 ensure that it is not subject to any prohibition or restriction which would:

- (a) prevent or restrict it from disclosing or transferring the Personal Data to the other party as required under this Agreement;

- (b) prevent or restrict it from granting the other party access to the Personal Data as required under this Agreement; or
 - (c) prevent or restrict the other party Processing the Personal Data as envisaged under this Agreement; and
- 2.2.3 ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each party to Process the Personal Data as required in order to obtain the benefit of its rights, and to fulfil its obligations, under this Agreement in accordance with the Data Protection Legislation.
- 2.2.4 ensure that appropriate operational and technical measures are in place to safeguard against any unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data and where requested provide to the other Party evidence of its compliance with such requirement in relation to Personal Data received from the other party;
- 2.2.5 notify the other Party promptly (and in any event within forty-eight (48) hours) following its receipt of any Data Subject Request or ICO Correspondence, which relates directly or indirectly to the Processing of the Personal Data received from the other party under this Agreement or to either party's compliance with the Data Protection Legislation, and together with such notices, shall provide a copy of such Data Subject Request or ICO Correspondence to the other party and reasonable details of the circumstances giving rise to it. In addition to providing the notice referred to in this paragraph 2.2.5, each party shall provide the other party with all reasonable co-operation and assistance required by the other party in relation to any such Data Subject Request or ICO Correspondence;
- 2.2.6 promptly (and, in any event, within forty-eight (48) hours) notify the other party in writing upon it becoming aware of any actual or suspected Personal Data Breach in relation to the Personal Data received from the other Party and shall, within such timescale to be agreed by the Parties (acting reasonably and in good faith):
 - (a) implement any measures necessary to restore the security of compromised Personal Data; and
 - (b) support the other Party to make any required notifications to the ICO and affected Data Subjects;
- 2.2.7 take reasonable steps to ensure the reliability of any Personnel who have access to the Personal Data;
- 2.2.8 not disclose the Personal Data received from the other Party to a third party (save for the Recipient being entitled to disclose to its Sub-Contractors where necessary for the delivery of the Project) in any circumstances without the other party's prior written consent. For Third Party Requests (which shall not require consent), the Party seeking to disclose the Personal Data shall use reasonable endeavours to advise the other Party in advance of such disclosure, unless that party is prohibited by law or regulation from notifying the

other party of that disclosure, in which case it shall do so as soon as practicable thereafter (where permitted by law or regulation).

3. INDEMNITY

3.1 Both parties shall (subject to the cap within Clause 16 of the Agreement) indemnify on demand and keep indemnified the other party from and against all and any direct Losses that are sustained, suffered or incurred by, awarded against or agreed to be paid by the other Party to the extent arising from the first Party's breach of its obligations under this Schedule 4 (Data Protection) and/or failure to comply with the Data Protection Legislation, including, in particular all direct Losses resulting from:

- 3.1.1 any monetary penalties or fines levied by the ICO on the other party;
- 3.1.2 the costs of any investigative, corrective or compensatory action required by the ICO, or the defence of any proposed or actual enforcement taken by the ICO;
- 3.1.3 any direct Losses suffered or incurred by, awarded against, or agreed to be paid by the other party pursuant to a claim, action or challenge made by a third party to or against the other party (including by a Data Subject); and
- 3.1.4 except to the extent covered by Paragraphs 3.1.1 or 3.1.2 or 3.1.3, any direct Losses suffered or incurred, awarded against or agreed to be paid by the other Party.

APPENDIX 1 DATA PROCESSING PARTICULARS

The subject matter and duration of the processing	<p>The Processing of Personal Data relates to the provision of energy efficiency measures including the installation of High Heat Retention Storage Heating systems to be provided to individuals across the Shropshire Council Administrative area in the Initial Grant Period and extending to the whole of Shropshire during the Extended Grant Period (if applicable) as more particularly described in this Agreement as the Project.</p> <p>Processing will take place for the duration of the Agreement namely until 31st March 2022 unless the Agreement is extended for a further period of one year (as set out in the Agreement) or earlier terminated in accordance with its terms.</p>
The nature and purpose of the processing	<p>The Recipient as a Data Controller will Process Personal Data provided by the Authority as a Data Controller to:</p> <ul style="list-style-type: none"> • contact residents within Shropshire to arrange and manage the installation of the energy saving measures; • provide information to Sub-Contractors working on its behalf to undertake

	<p>installation services.</p> <p>The Authority as a Data Controller will Process Personal Data provided by the Recipient to:</p> <ul style="list-style-type: none"> confirm the eligibility of each household to receive funding for energy saving measures provided under this Agreement; report to funders on this Agreement provide for an evaluation of the Project which may be carried out by an external body to be determined.
The type of personal data being processed	<p>The Recipient as the Data Controller shall process the following categories of Personal Data (as required for delivery of the Services):</p> <p>Name</p> <p>Contact details (phone number, email address)</p> <p>Address</p> <p>Date of birth</p> <p>Health information</p> <p>Benefit information</p> <p>Property information (such as an Energy Performance Certificate, tenancy arrangements, current energy efficiency standard or property structure/type).</p> <p>Where Sensitive Personal Data is required to be Processed this shall be done on the basis of explicit consent in compliance with Data Protection Legislation. Any Personal Data disclosed to Sub-Contractors shall be kept to the minimum required for provision of the services they are undertaking.</p> <p>The Authority as the Data Controller shall Process the following categories of Personal Data:</p> <p>Name</p> <p>Contact details (phone number, email address)</p> <p>Address</p> <p>Date of birth</p> <p>Property information (such as an EPC, tenancy arrangements, current energy efficiency standard or property structure/type).</p> <p>The Authority shall not Process any Sensitive Personal Data under this Agreement.</p>
The categories of data subjects	<p>The Data Subjects are residents of Shropshire who are considered eligible for the installation of energy saving measures, energy saving advice, property adaptations and/or benefit entitlement checks.</p>

EXECUTED as a DEED
by affixing of the COMMON SEAL of
SHROPSHIRE COUNCIL
in the presence of:

.....
Authorised Signatory

EXECUTED as a DEED
By [XXXXXXXXXXXX]
acting by and under the signatures of:
NAME OF DIRECTOR

.....
SIGNATURE OF DIRECTOR
Director

NAME OF DIRECTOR

.....
SIGNATURE OF DIRECTOR
Director



Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 15th November 2021

My Ref: AMNV 015

Your Ref: AMNV 015

Dear Bidder

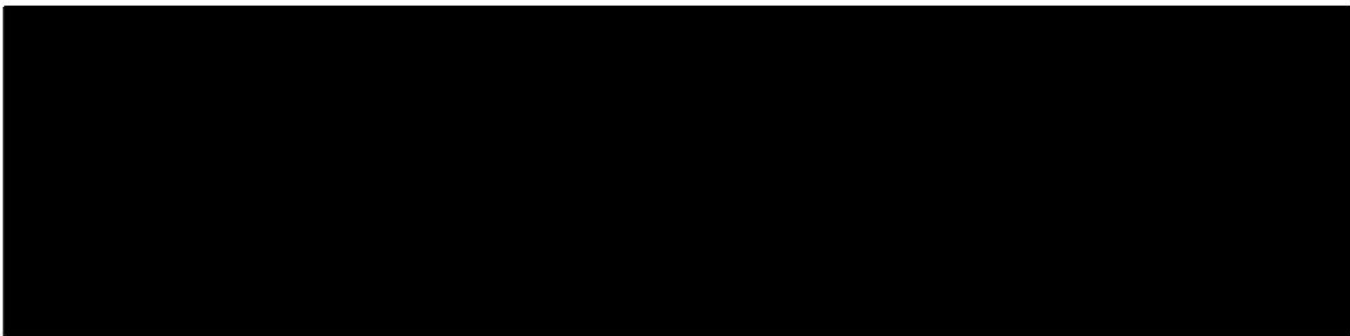
**AMNV 015 - HIGH HEAT RETENTION STORAGE HEATING SYSTEMS AS PART OF LOCAL
AUTHORITY DELIVERY LAD 2**

SUBJECT TO CONTRACT

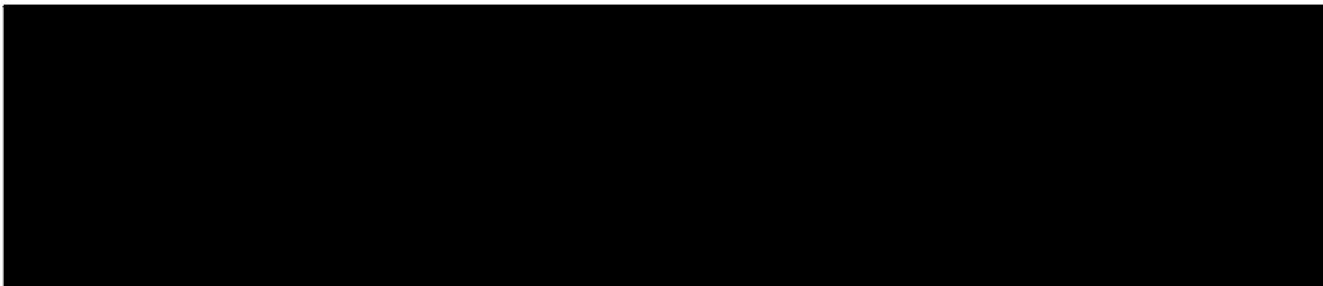
This is an Award Decision Notice.

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above Contract.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your bid. A "standstill" period is now in force; this period will end at midnight on 25th November 2021.



We can confirm that your tender received the following scores and ranking:



[REDACTED]

UK-Shrewsbury: Heating works.

UK-Shrewsbury: Heating works.

Section I: Contracting Authority

I.1) Name, Addresses and Contact Point(s):

Shropshire Council
Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Main Address: www.shropshire.gov.uk
NUTS Code: UKG22

I.2) Joint procurement:

The contract involves joint procurement: No

In the case of joint procurement involving different countries, state applicable national procurement law: Not Provided

The contract is awarded by a central purchasing body: No

I.4) Type of the contracting authority:

Regional or local authority

I.5) Main activity:

General public services

Section II: Object Of The Contract

II.1) Scope of the procurement

II.1.1) Title: AMNV 015 – The Provision of High Heat Retention Storage Heating Systems as part of Local Authority Delivery LAD 2

Reference number: AMNV 015

II.1.2) Main CPV code:

45232141 - Heating works.

II.1.3) Type of contract: WORKS

II.1.4) Short description: This is an award notice for a lead contractor to deliver HHRSH's and factory insulated hot water cylinders where necessary to approximately 65 households across Shropshire.

II.1.6) Information about lots

This contract is divided into lots: No

II.1.7) Total value of the procurement (excluding VAT)

[REDACTED]

Currency: GBP

II.2) Description

II.2.2) Additional CPV code(s):

Not Provided

II.2.3) Place of performance

Nuts code:

UKG22 - Shropshire CC

Main site or place of performance:
Shropshire CC

II.2.4) Description of the procurement: This is an award notice for a lead contractor to deliver HHRSH's and factory insulated hot water cylinders where necessary to approximately 65 households across Shropshire.

II.2.5) Award criteria:
Quality criterion - Name: Quality / Weighting: 50

Cost criterion - Name: Price / Weighting: 50

II.2.11) Information about options
Options: No

II.2.13) Information about European Union funds
The procurement is related to a project and/or programme financed by European Union funds:
No

II.2.14) Additional information: Not Provided

Section IV: Procedure

IV.1) Description

IV.1.1) Type of procedure: Open

IV.1.3) Information about a framework agreement or a dynamic purchasing system
The procurement involves the establishment of a framework agreement: No

IV.1.6) Information about electronic auction
An electronic auction has been used: No

IV.1.8) Information about the Government Procurement Agreement (GPA)
The procurement is covered by the Government Procurement Agreement: No

IV.2) Administrative information

IV.2.1) Previous publication concerning this procedure
Notice number in the OJEU: 2021/S 000-023177

IV.2.9) Information about termination of call for competition in the form of a prior information notice
The contracting authority will not award any further contracts based on the above prior information notice: No

Section V: Award of contract

Award Of Contract (No.1)

Contract No: Not Provided
Lot Number: Not Provided

Title: Not Provided

A contract/lot is awarded: Yes

V.2) Award of contract

V.2.1) Date of conclusion of the contract: 15/11/2021

V.2.2) Information about tenders

Number of tenders received: 2

Number of tenders received from SMEs: Not Provided

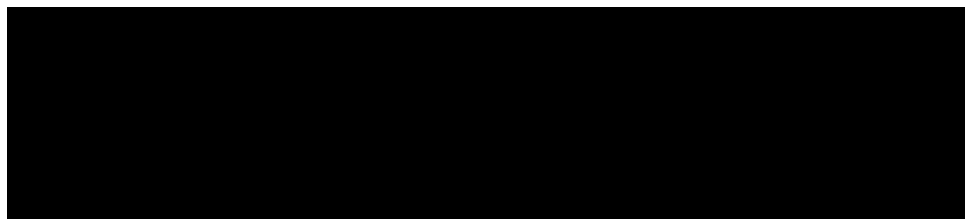
Number of tenders received from tenderers from other EU Member States: 0

Number of tenders received from tenderers from non-EU Member States: 0

Number of tenders received by electronic means: 2

V.2.3) Name and address of the contractor

The contract has been awarded to a group of economic operators: No



V.2.4) Information on value of the contract/lot (excluding VAT)

Initial estimated total value of the contract/lot: Not Provided



Currency: GBP

V.2.5) Information about subcontracting

The contract is likely to be subcontracted: No

Section VI: Complementary information

VI.3) Additional information: To view this notice, please click here:

<https://www.delta-esourcing.com/delta/viewNotice.html?noticeId=645580060>

VI.4) Procedures for review

VI.4.1) Review body

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom



VI.4.3) Review procedure

Precise information on deadline(s) for review procedures: Not Provided

VI.4.4) Service from which information about the review procedure may be obtained

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom



VI.5) Date of dispatch of this notice: 01/12/2021