

## **UK-Shrewsbury: Thermal insulation work.**

UK-Shrewsbury: Thermal insulation work.

### **Section I: Contracting Authority**

#### **I.1) Name and addresses**

Shropshire Council

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

[REDACTED]  
[REDACTED]

Main Address: [www.shropshire.gov.uk](http://www.shropshire.gov.uk)

NUTS Code: UKG22

#### **I.2) Joint procurement**

The contract involves joint procurement: Yes.

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:-Thermal-insulation-work./RC4XYN5VP2>

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/RC4XYN5VP2> 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: Not provided

#### **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: Provision of Insulation Measures under Local Authority Delivery (LAD) and Home Upgrade Grant (HUG) Schemes

Reference Number: AMNV 017

#### **II.1.2) Main CPV Code:**

45321000 - Thermal insulation work.

#### **II.1.3) Type of contract: WORKS**

II.1.4) Short description: Shropshire Council are looking to appoint a contractor(s) to help deliver a range of internal home insulation measures to approximately 300 households across Shropshire. The Council is seeking a high quality, contractor(s) that have all relevant accreditations including Trustmark and PAS2030:19 and PAS2035. The contractor(s) 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 comprehensive training and support package including quality assurance on any completed installs by local sub-contractors.

#### **II.1.5) Estimated total value:**

Value excluding VAT: 2,882,778

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, in partnership with Telford & Wrekin Council, has secured Sustainable Warmth funding to install a number of energy efficiency measures to homes across the county of Shropshire. The Sustainable Warmth 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 contractor(s) to help deliver a range of internal home insulation measures to approximately 300 households across Shropshire. The Council is seeking a high quality, contractor(s) that have all relevant accreditations including Trustmark and PAS2030:19 and PAS2035. The contractor(s) 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 comprehensive training and support package including quality assurance on any completed installs by local sub-contractors.

Installs are expected to run from May 2022 to end of March 2023. Further extensions may be possible depending on future government funding rounds.

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: 2,882,778

Currency: GBP

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

Start: 16/05/2022 / End: 31/03/2023

This contract is subject to renewal: Yes

Description of renewals: Installs to run from May 2022 to end of March 2023 Further extensions may be possible depending on future government funding rounds.

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: To respond to this opportunity please click here: <https://www.delta-sourcing.com/respond/RC4XYN5VP2>

### 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: No

## 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: 03/05/2022 Time: 12:00

#### 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: Not Provided

#### IV.2.7) Conditions for opening of tenders:

Date: 03/05/2022

Time: 12:00

Place:

Shirehall, Shrewsbury

## Section VI: Complementary Information

### VI.1) Information about recurrence

This is a recurrent procurement: Yes

Estimated timing for further notices to be published: Not provided

### 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: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement.

For more information about this opportunity, please visit the Delta eSourcing portal at:

<https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Thermal-insulation-work/RC4XYN5VP2>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/RC4XYN5VP2>

### VI.4) Procedures for review

VI.4.1) Review body:

Shropshire Council

Shirehall, Shrewsbury, SY2 6ND, United Kingdom

Internet address: [www.shropshire.gov.uk](http://www.shropshire.gov.uk)

VI.4.2) Body responsible for mediation procedures:

Shropshire Council

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

Internet address: [www.shropshire.gov.uk](http://www.shropshire.gov.uk)

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: 30/03/2022

Annex A

IV) Address of the other contracting authority on behalf of which the contracting authority is purchasing  
Purchased on behalf of other contracting authority details:

1: Contracting Authority

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

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

Main Address: [www.shropshire.gov.uk](http://www.shropshire.gov.uk)

NUTS Code: UKG22



Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 27<sup>th</sup> April 2022  
My Ref: AMNV 017  
Your Ref: AMNV 017

Dear Bidder

## **AMNV 017 - PROVISION OF INTERNAL INSULATION MEASURES UNDER LAD AND HOME UPGRADE GRANT SCHEMES**

### **SHROPSHIRE COUNCIL**

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

- Instructions for Tendering (for completion and return)
- Tender Response Document (for completion and return)
- Pricing Schedule (for completion and return)
- Home Insulation Measures ITT Specification and Conditions for Tendering
- Draft agreement

Tenders should be made on the enclosed Tender Response Document. Your Tender must be completed, signed, and returned along with a signed copy of the instructions for tendering 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 17th May 2022** 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 **26th April 2022**.

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement.

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](http://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





## **INSTRUCTIONS FOR TENDERING**

**AMNV 017 - PROVISION OF  
INSULATION MEASURES UNDER  
LOCAL AUTHORITY DELIVERY  
(LAD) AND HOME UPGRADE  
GRANT (HUG) SCHEMES**

## Shropshire Council Instructions for tendering

### **Contract Description:**

Shropshire Council, in partnership with Telford & Wrekin Council has secured Sustainable Warmth funding to install a number of energy efficiency measures to homes across the county of Shropshire. The Sustainable Warmth 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 contractor(s) to help deliver a range of insulation measures to approximately 200 households across Shropshire as part of Shropshire Council's Sustainable Warmth programme. Funding will be allocated to the contractor(s) with respect to the delivery of the following works:

The following lots available are:

- Lot 1 - Internal Wall Insulation (IWI)
- Lot 2 - Room-in-roof Insulation (RIR)
- Lot 3 - Flat Roof Insulation (FRI)
- Lot 4 - Underfloor Insulation (UFI)
- Lot 5 - Loft Insulation (LI)
- Lot 6 - Park Home Insulation (PHI)
- Lot 7 - External Wall Insulation (EWI)

Tenderers can bid to be accepted as recipients of funding for one, more than one or all of the lots.

The Council is seeking a high quality, contractor(s) that has all relevant accreditations including Trustmark and PAS2030:19 and PAS2035. The contractor(s) 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.

Installs are expected to run from May 2022 to end of March 2023. Further extensions may be possible depending on future government funding rounds.

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## **1.0 Invitation to Tender**

- 1.1** You are invited to tender for the provision of insulation measures under Local Authority Delivery (LAD) and Home Upgrade Grant (HUG) schemes as detailed in the Tender Response Document. Installs are expected to run from May 2022 to end of March 2023. Further extensions may be possible depending on future government funding rounds.
- 1.2** Tenders are to be submitted in accordance with the terms and conditions contained in the draft agreement ("draft agreement") of Shropshire Council, and the instructions outlined within this document.
- 1.3** Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4** The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an "in confidence" basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5** Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6** The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7** The Invitation to Tender 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 tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8** Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

## **2.0 Terms and Conditions**

- 2.1** Every Tender received by the Council shall be deemed to have been made subject to the draft agreement and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.

- 2.2** The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.

### **3.0 Preparation of Tenders**

#### **3.1 Completing the Tender Response Document**

- 3.1.1** Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.

- 3.1.2** All documents requiring a signature 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.

- 3.1.3** The Invitation to Tender Documents are and shall remain the property and copyright of the Council

#### **3.2 Tender Preparation and Costs**

- 3.2.1** It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

- 3.2.2** Any Tenderer considering making the decision to enter into a relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

- 3.2.3** Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

- 3.2.4** The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

- 3.2.5** Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.

- 3.2.6** It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.
- 3.2.7** The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.
- 3.2.8** Any Tender error or discrepancy identified by the Council may be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.
- 3.2.9** The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

### **3.3 Parent Company Guarantee**

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

### **3.4 Warranty**

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

### **4.0 Tender Submission**

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 17th May 2022**.
- 4.2** No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.



- 4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.
- 4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.
- 4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.
- 4.6 Where Tender submissions are incomplete the Council reserves the right not to accept them.

## **5.0 Variant Bids**

- 5.1 The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.
- 5.2 Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents( the "Compliant Tender") . Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.
- 5.3 Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

## **6.0 Tender Evaluation**

- 6.1 The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.
- 6.2 If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

## **7.0 Clarifications**

- 7.1 Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.

- 7.2** If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
- 7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 7.4** All queries should be raised as soon as possible (in writing), in any event not later than **26 April 2022**.
- 7.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 7.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.
- 8.0 Continuation of the Procurement Process**
- 8.1** The Council shall not be committed to any course of action as a result of:
- i) issuing this Invitation to Tender;
  - ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
  - iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.
- 8.2** The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.
- 8.3** At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.
- 9.0 Confidentiality**
- 9.1** All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is

already within the public domain or subject to the provisions of the Freedom of Information Act 2000.

**9.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.

**9.3** Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.

**9.4** The contents of this Invitation to Tender are being made available by the Council on condition that:

**9.4.1** Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;

**9.4.2** Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and

**9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.

**9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:

**9.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or

**9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or

**9.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or

**9.5.4** the Tenderer is legally required to make such a disclosure.

**9.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

## **9.7 Transparency of Expenditure**

Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

## **10.0 Freedom of Information**

- 10.1** Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.
- 10.2** In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.
- 10.3** If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then 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.
- 10.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 10.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: <http://www.ico.gov.uk>

## **11.0 Disqualification**

- 11.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:
- 11.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- 11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 11.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.

#### **11.1.4 The Tenderer :**

- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
- b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
- c) Enters into an 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
- d) Offers or agrees to pay or give or does pay or gives 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 Tender or proposed Tender for the services any act or omission.

**11.2** Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

**11.3** The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

#### **12.0 E-Procurement**

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

#### **13.0 Award of Contract**

##### **13.1 Award Criteria**

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

##### **13.2 Award Notice**

The Council will publish the name and addresses of the successful Tenderers where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the

requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

### **13.3 Transparency of Expenditure**

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

### **14.0 Value of Contract**

Shropshire Council cannot give any guarantee in relation to the value of this funding arrangement.

### **15.0 Acceptance**

**15.1** Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.

**15.2** The Tender documentation including the Council's draft form of agreement, the Tender Response document and these Instructions to Tender shall form the basis of the final binding agreement between the Contractor and the Council.

**15.3** The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract being 23<sup>rd</sup> May 2022.

### **16.0 Payment Terms**

**Tenderers should particularly note** that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision.

### **17.0 Liability of Council**

**17.1** The Council does not bind himself to accept the lowest or any tender.

**17.2** The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.

**17.3** The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.

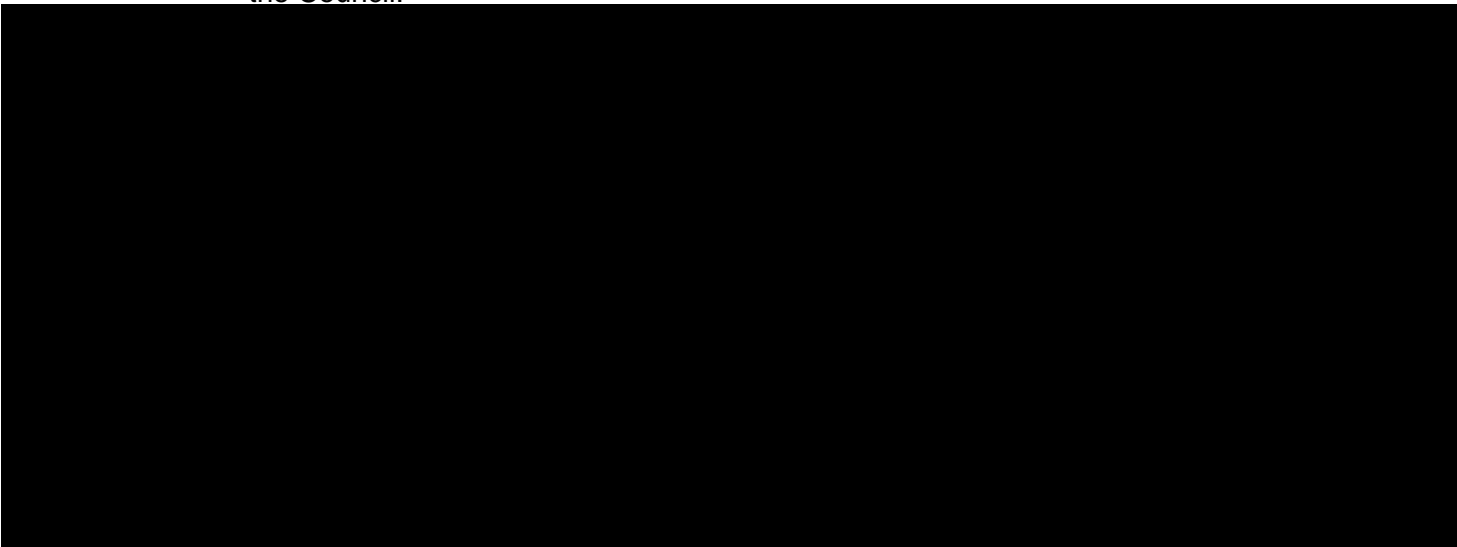
**17.4** The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.

**17.5** Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

**18.0** The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

**19.0** **Declaration**

We, as acknowledged by the signature of our authorised representative, accept that we have read and understood these Instructions to Tender and agree to be bound by them when submitting our tender response. We confirm that all the responses provided within our tender response are true and accurate and acknowledge and accept that, if successful in being appointed as the Contractor, our tender responses shall be included as part of the final binding agreement between the Contractor and the Council.



**AMNV 017**

**Invitation to Tender for the provision  
of Home Insulation Measures as part  
of Sustainable Warmth Shropshire**

Deadline for return of responses:

**3rd May 2022  
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.
'Contract'	Means the agreement to be entered into between the successful Bidder(s) and the Council for the allocation of funding for the Services
"Contract Officer"	All communication must be through the Council's e-tendering portal – Delta ( <a href="https://www.delta-esourcing.com">https://www.delta-esourcing.com</a> )
"Contractor"	The Bidder(s) appointed under this Contract
"Customer Journey Partner"	Marches Energy Agency ( <a href="http://www.mea.org.uk">www.mea.org.uk</a> ) – appointed as the Marches support customer partner for LAD2
"Eligible Households"	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 a result of other circumstances to be assessed against eligibility criteria on a case by case basis by the Council
"Eligible Measures"	Means the installation of either of the insulation works listed under the description of the Services
"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.
"EPC"	means Energy Performance Certificate
"HUGS1"	Home Upgrade Grants – Phase 1
"ITT"	Invitation To Tender.
"ITT Documents"	All documents contained in this ITT.
"LAD"	Local Authority Delivery Schemes

"Park Home"	Caravan used for residential purposes (not a holiday home), situated on a protected site within the meaning of the Mobile Homes Act 1983. And which retains an element of mobility, which in the context of this agreement means it must be capable of being moved from one location to another and is not fixed to the ground.
"Personal Data"	As defined by the Data Protection Act 2018
"Pricing Schedule"	The schedule of prices required to be completed by the Bidder as part of the ITT.
"Retrofit Assessments (RFA)"	Means Whole House retrofit assessment carried out by an accredited energy assessor qualified under PAS2035. This provides the basis for the plans produced by the Retrofit Coordinator.
"Retrofit Plans"	Means output of the Retrofit Coordinator, including the improvement option evaluation and medium-term improvement plan.
"Retrofit Coordinator"	Means a qualified specialist retrofit project manager taking overall responsibility for overseeing the assessment, identification, specification and evaluation of energy efficiency measures for installation and their subsequent evaluation. To show compliance with Publicly available Standard 2035. They will be qualified to level 5 diploma in retrofit coordination and risk management.
"Return Address"	Via the Delta e tendering portal
"RSL"	Means registered social landlord
"Services"	The installation of insulation measures (external and internal) as more particularly described in section 2 of this Specification as PAS2030:19.
"Specification"	The Council's requirements in relation to the Services as detailed in this document and its appendices.
"Sustainable Warmth Project Team (SWPT)"	Shropshire Council Team (Officers) managing the Sustainable Warmth Shropshire Scheme (as below).
"Sustainable Warmth Shropshire"	Funding from the Department for Business, Energy and Industrial Strategy under the Local Authority Delivery and Home Upgrade Grant programmes.
"Tender"	The completed and signed Form of Tender, together with all completed schedules and information submitted by a Bidder which form its application for funding for the delivery of the Services..
"The Council"	Shropshire Council
Trustmark Data Warehouse and Property Hub.	PAS2035 approved portal for the uploading and secure storage of data gathered during the PAS2035 assessment process.

## 2. Introduction

### 2.1 Brief Overview of Requirement

The Services:	<p>To deliver a range of Home Insulation measures as part of Shropshire Council's LAD2 programme. Measures will include;</p> <ul style="list-style-type: none"><li>• Internal Wall Insulation (IWI)</li><li>• Room-in-roof Insulation (RIR)</li><li>• Flat Roof Insulation (FRI)</li><li>• Underfloor Insulation (UFI)</li><li>• Loft Insulation (LI)</li><li>• Park Home Insulation (PHI)</li><li>• External Wall Insulation (EWI)</li></ul>
Grant Period:	11 months from the Start Date
Start Date:	15 <sup>th</sup> May 2022
Overview:	<p>Shropshire Council, in partnership with Telford &amp; Wrekin Council, has secured Sustainable Warmth funding to install a number of energy efficiency measures to homes across the county of Shropshire. The Sustainable Warmth 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.</p> <p>Shropshire Council are looking to appoint a contractor(s) to help deliver a range of internal home insulation measures to approximately 300 households across Shropshire. The Council is seeking a high quality, contractor(s) that have all relevant accreditations including Trustmark and PAS2030:19 and PAS2035. The contractor(s) 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 comprehensive training and support package including quality assurance on any completed installs by local sub-contractors.</p> <p>Installs are expected to run from May 2022 to end of March 2023. Further extensions may be possible depending on future government funding rounds.</p>

## 2.2 Instructions to Bidders

### 2.2.1 Participation in Invitation To Tender

Bidders are invited to submit a tender to apply for funding to deliver the services detailed in this document

### **2.2.2 Acknowledgement**

If a 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 a 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 a 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**

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

### **2.2.7 Tender Submission**

There are separate lots on offer and Bidders can bid for one, more than one or all of the lots.

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

Please read and comply with the following points:

- It is important that Bidders 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 a Bidder is part of a corporate group, please answer the questions specifically for Bidder's organisation within the group (not the corporate 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	31 <sup>st</sup> March 2022	Via Delta – <a href="http://www.delta-esourcing.org.uk">www.delta-esourcing.org.uk</a>
Deadline for receipt of clarification questions	26 <sup>th</sup> April 2022	To be submitted no later than 12 noon All Clarifications must be sent via Delta
Closing Date for Tenders	3 <sup>rd</sup> May 2022	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	10 <sup>th</sup> May 2022	During this period the Council will conduct an assessment of the Bidders' responses
Contract Award	15 <sup>th</sup> May 2022	Target date - Supplier Notified
Contract Commencement Date	20 <sup>th</sup> May 2022	The date that the delivery of the Services 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. Draft Agreement containing the Council's 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 destroyed or 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 represents 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 enter into a 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 funding arrangements or the 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. 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 agreement 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 engaged 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 Bribery Act 2010 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 administrative area of Shropshire Council. The Council has already generated a significant number of referrals for these measures to date, with residents currently going through the qualification stages. A number of Retrofit Assessments will have been undertaken prior to the award of contracts. These will be supplied by the SWPT to the successful Bidder(s) upon award. In the case of Park Home Insulation and External Wall Insulation, several potential area-based schemes have already been identified by the SWPT and will be targeted accordingly through the Sustainable Warmth Shropshire programme.

Funding has been secured to deliver a number of insulation measures as detailed below;

Measure	Approximate Value
Lot 1 - Internal Wall Insulation (IWI)	£789,500
Lot 2 - Room-in-Roof Insulation (RIR)	£113,332
Lot 3 - Flat Roof Insulation	£124,400
Lot 4 - Underfloor Insulation (UFI)	£222,000
Lot 5 - Loft Insulation (LI)	£49,000
Lot 6 - Park Home Insulation (PHI)	£499,996
Lot 7 - External Wall Insulation (EWI)	£912,000

Bidders are asked to identify which of the measures that they wish to bid to deliver under the programme. It is **not** a requirement for bidders to be able to deliver all of the measures listed.

Bidders are not expected to identify properties to receive these measures. Referrals for works will be provided by the Customer Journey Partner.

Marches Energy Agency have been appointed as the Customer Journey Partner for the LAD programme in Shropshire. They will deliver a package of support to residents through two existing energy advice services, Keep Shropshire Warm (KSW) and Telford Energy Advice (TEA).

This support includes but is not limited to

- Promoting the Sustainable Warmth schemes (in partnership with both Councils)
- Procuring Retrofit Assessments as per PAS2035
- Identifying and qualifying residents for the Sustainable Warmth scheme, and referring them to the appointed contractor
- Processing Energy Company Obligation Local Authority Flexible Eligibility scheme applications and necessary paperwork
- Undertaking pre-EPC's where necessary
- Managing vulnerable residents throughout the customer journey
- Liaising with the appointed contractor(s) on all aspects of the works
- Ensuring all grant and compliance paperwork is complete
- Applying for additional funding to enable works (where necessary)

The Contractor will be required to enter into appropriate data sharing arrangements with the Customer Journey Partner with respect to Personal Data to be shared and processed further to this Specification

Under the Sustainable Warmth scheme, 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, with the majority of works being installed within the private sector, through an 'open-offer' to residents across the administrative area of Shropshire Council.

Where measures are installed within the private or socially rented sector, Landlords are required to make a minimum financial contribution of 1/3 of the total cost of works ("landlord's contribution") which will be paid directly to the Contractor. It shall be the responsibility of the Contractor to put in place appropriate contractual arrangements with private/registered social landlords to secure the payment of the landlord's contribution: no claim for payment may be made to the Council by the Contractor to cover the landlord's contribution and any works being part of the Services carried out to properties where a landlord's contribution is payable but unpaid shall be carried out at the Contractor's own risk. The Customer Journey Partner will help facilitate the Contractor to identify properties where a landlord's contribution is due.

Under LAD and HUG scheme rules, The Council and their appointed contractors are required to undertake Retrofit Assessments (RFA's) and associated Retrofit Plans on all properties as per PAS2035 and Trustmark, either internally or by working with independent assessors and co-ordinators. The Council and Customer Journey Partner can assist in the procurement of these if required and a proportion of properties (c100) will have had RFA's completed prior to the awarding of the Contract

The Contractor shall be expected to work effectively alongside other appointed contractors who may be installing additional measures, in terms of the scheduling of works.

One of the project outputs is to demonstrate improvement in SAP (Standard Assessment Procedure) resulting from all insulation measures that are installed. Contractors are expected to undertake post-install EPC's on completion of works.

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, and that are deemed to be above and beyond a 'standard installation' and required to enable a successful install of the measure in question.

Prior to commencement of an installation, the Contractor shall be required to enter into a contract for the installation of the insulation measures with either the landlord/RSL or an Eligible Householder (or their authorised representative) and/or any other person authorised to agree to the installation of the insulation measure. The terms of the contract between the Contractor and the landlord/RSL/Eligible Householder shall include, as a minimum, that:

- i) the installations of the Eligible Measure are carried out in accordance with good industry practice;
- ii) that the specification of the works to be carried out mirror the requirements of the relevant Eligible Measure (s) specification set out in this Specification;
- iii) the Contractor shall comply with all statutory and regulatory body requirements relating to the installation of the Eligible Measures;
- iv) the householder's rights under the Consumer Protection Act 2015 are protected
- v) the Council is fully indemnified 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 ;

### **3.1 Social value**

To access LAD and HUG funding, all measures must be installed by or certified/signed off by an accredited lead contractor and lodged on Trustmark accordingly.

The Council is seeking delivery models which support and encourage the involvement of local non-accredited sub-contractors. To enhance the Social Value returns of the project a minimum of 30% of the works should be delivered by Marches (Herefordshire, Shropshire and Telford & Wrekin) based sub-contractors. Bidders should explain what steps they will take to ensure that this percentage is maximised. We recognise that the majority of local contractors are unlikely to hold the necessary accreditations to deliver works in their own right. 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 themselves. Examples include mentoring and training local contractors, delivering works via sub-contracting with quality assurance and oversight from Trustmark accredited installers etc.

### **3.2 Costings**

LAD and HUG Scheme rules preclude Eligible Householders and tenants from making a financial contribution towards the cost of the installation of the Eligible Measures.

Private and RSLs who own property which is considered to be eligible for the installation of the Eligible Measures must provide at least 1/3 contribution towards the cost of the works per property.

Private/RSL contributions may be taken in advance by the Contractor and considered a deposit towards the cost of the works subject to the Contractor putting in place appropriate documentation with the landlord/RSL. The Customer Journey Partner will work with the Contractor to help manage this process.

The Contract Administrators require evidence of actual install costings and itemised quotes for the works to be specified at each property. These quotes will be used by the Council's Sustainable Warmth project team to confirm works can proceed to install stage and assist in managing the project funding.

The bid should include full cost for the measures each Bidder is proposing to install. 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.

This information should be supplied using the Pricing Schedule Document.

### **3.3.1 - Internal Wall Insulation Specification**

#### **Introduction**

Where walls are identified for the installation of internal wall insulation (IWI) the Contractor is to install internal solid wall insulation as specified below. Where external solid wall insulation (EWI) is to be applied to adjoining walls or sections of walls, the EWI and IWI must overlap horizontally by at least 400 mm, in order to minimise or eliminate thermal bridging.

Works are to be installed in accordance with Guide to Best Practice: Internal Wall Insulation published by the Department for Business, Energy and Industrial Strategy (London, September 2021) <https://www.gov.uk/government/publications/retrofit-internal-wall-insulation-best-practice>. For any technical or process queries, this guide should be seen as the primary reference document.

#### **Pre-Installation**

A pre-installation inspection is to be carried out by an assessor trained and approved by the Contractor or by a specialist Installer of IWI in conjunction with an Accredited Retrofit Coordinator. The assessment is to include

- Assessment of whether the external walls are of vapour permeable construction (i.e. porous brickwork with lime mortar and lime plaster) or vapour sealed (i.e. with gypsum plaster or sand-cement render).
- A check of whether there is sufficient space for IWI to be installed without compromising access or circulation within the property.
- Measurement of the dimensions of the external walls, including heights and openings.
- Identification of services such as electricity, TV, telephone and broadband cables and equipment, sockets and switches, radiators, gas pipework, electricity and gas meters, lights, brackets, etc. that will have to be removed or repositioned prior to the installation of IWI and subsequently re-fixed, reconnected and made good.
- Assessment of how the IWI can be connected or overlapped with existing or proposed insulation in adjacent elements (other exposed walls, roofs and exposed floors) in order to minimise thermal bridging and preserve airtightness at junctions.
- A record of any condensation or mould on internal wall surfaces, and assessment of any treatment required prior to the installation of IWI.
- A record of the external condition of the walls, identifying any defects in brickwork pointing or render finishes, and the need for any remedial work required prior to the installation of IWI.
- A record of any evident structural defects (e.g. cracks, bulges) and assessment of their causes and of the remedial work required before installation of IWI.
- A record of any evident rising or penetrating damp, and assessment of its causes and of the remedial work and drying out required before the installation of IWI.

- A record of any external efflorescence (lime bloom), or if efflorescence has been treated a check that the masonry has dried out sufficiently.
- A record of any existing movement joints that shall be taken account of in the design of the IWI.

A written report of the survey is to be supplied to the appointed Retrofit Coordinator. Once the pre installation survey has been completed, a design (drawings and specification) is to be prepared and submitted to the Retrofit Coordinator for review. The design shall comply with the guidance in A Bristolians' Guide to Solid Wall Insulation (Bristol City Council 2015), as endorsed by the Department for Business, Energy and Industrial Strategy (BEIS) and the Sustainable Traditional Buildings Alliance (STBA). The design requirements are:

- The specified walls are to be insulated to achieve a thermal transmittance (***U value***) ***of approximately 0.60 W/m<sup>2</sup>K, with maximum insulation thickness of 80 mm.*** U values are to be calculated in accordance with BS EN ISO 6946:2007 and BRE report BR443, and copies of the U value calculations are to be supplied to the Retrofit Coordinator.
- Only vapour permeable ('moisture open') insulation materials, adhesives and finishes may be used. These materials are compatible with traditionally constructed buildings and have greater capacity for moisture absorbance and drying than moisture closed, impermeable systems, thus reducing the risk of interstitial condensation and mould growth.

The IWI approaches to be installed include;

1. Installation of wood fibre board with an integral mineral layer to help control moisture, e.g. NBT Pavadry or NBT Pavadentro as supplied by Natural Building Technologies (part of Soprema UK), of Witham, Essex, or equivalent products of equal thermal and moisture performance. The NBT Dry Lined Internal Wall Insulation System supplied by Natural Building Technologies is preferred, but the Contractor may propose the use of other systems that provide equal thermal and moisture performance.

The NBT system referred to above comprises: a minimum 5 mm thick layer of absorbent lime plaster applied to the prepared existing wall; an insulation layer of Pavadry tongued-and-grooved wood fibre board with an integral mineral layer; Pavafix 60 mm wide sealing tape for external corners, joints and edges; and an internal finishing layer of gypsum plasterboard or Fermacell board. The system is to be installed strictly in accordance with the supplier's instructions and recommendations.

2. Installation of the Matilda's Blanket IWI system (or equivalent system), comprising rigid polyisocyanurate (PIR) boards with a composite foil facing on both sides bonded to Rigidur H gypsum fibreboard on one side and Glasroc Multiboard F on the other. The Matilda's Blanket system is provided by Matilda's Planet, Pennyroyal Court, Station Road, Tring, Hertfordshire, HP23 5QY ([www.matildasplanet.org](http://www.matildasplanet.org)). If this option is adopted, the supplier is to confirm prior to installation that the floor is suitable for insulation by this method, and the insulation is to be installed by Matilda's Planet Ltd approved installers and strictly in accordance with Matilda's Planet Ltd recommendations and instructions.
- In locations where the thickness of the insulation is limited (e.g. window and door cills, soffits and reveals, or beside narrow stairways) high performance vapour permeable insulation (e.g. NBT Reveal Board or plasterboard-faced aerogel board) shall be used.

- All IWI must be continuous (to eliminate thermal bridging) and airtight (to eliminate the possibility of warm moist air getting behind the insulation layer, causing condensation and mould growth). These requirements are critical and must be given detailed attention in the design.
- In order to minimise thermal bridging, the IWI must connect to or overlap with existing or proposed roof insulation at eaves, gables and verges, as appropriate. Connection of the two insulation elements (or provision for connection) is preferred, but if connection is not practical an overlap of at least 400 mm is required. This is consistent with the guidance in Building Regulations Approved Document L1B (2013), because significant technical risk is associated with greater thicknesses of IWI installed in existing dwellings to achieve lower U values such as 0.30 W/m<sup>2</sup>K.
- In order to minimise thermal bridging and reduce condensation risk, the IWI must connect with any existing or proposed ground floor insulation.
- At junctions of the insulated external wall with party walls or with internal masonry partitions, in order to minimise thermal bridging, the IWI must be returned along party walls and along both sides of internal masonry partitions for a distance of at least 400 mm.
- Where the existing windows and external doors are to be replaced, this work must be carried out at the same time as the IWI installation, and the Contractors will be required to cooperate as necessary.
- The insulation applied to window and external door cills, reveals and soffits shall overlap the new or existing window frames by at least 10 mm (allowing sufficient clearance for window opening).
- As part of the installation process, electric power sockets and switches, and radiators located on the external wall, shall all be re-located on to adjacent internal or party walls, as far as possible, in order to maintain the integrity of the air barrier. Where this is not possible, fixings through the IWI (e.g. for radiator brackets) are to be through timber blocks placed in the insulation layer, and pipework must run only on the warm side of the insulation, not through it. Wiring penetrations are to be minimised and are to be sealed with mastic at the back of the backbox; metal backboxes are to be replaced with plastic ones.

The drawings and specification must include:

- The type of IWI system to be used. Only systems certified by the British Board of Agrément (BBA) as suitable for use as internal solid wall insulation are acceptable, and a copy of the BBA certificate for the proposed system is to be supplied to the appointed Retrofit Coordinator.
- Confirmation that only vapour permeable materials are to be used.
- Details of how the IWI will connect or overlap with existing or proposed roof insulation at eaves and verges and with existing or proposed floor insulation.
- Details of how the windows will be dealt with, and how the IWI will be configured around door and window openings (including soffits, reveals and cills).
- Details of how services such as electricity, TV, telephone and broadband cables power outlet sockets and switches, electricity and gas meters, lights, etc., will be dealt with.

## **Installation of Internal Solid Wall Insulation**

Installation of IWI must be carried out by an Installer trained and approved by the holder of the BBA certificate for the IWI system.

The Installer must:

- Undertake to comply with the installation procedures specified by the holder of the BBA certificate;
- Employ operatives trained and approved by the holder of the BBA certificate, working in teams each containing a foreman and at least one in three operatives trained by the holder of the BBA certificate; and
- Be subject to at least one inspection per year (including unannounced inspections) by the holder of the BBA certificate to confirm that suitable site practices are being employed.

IWI installations are to be strictly in accordance with the designs reviewed by the Retrofit Coordinator, and with the suppliers' instructions and recommendations. The installation process is to consist of preparatory work, including removal of any existing wallpaper and any oil-based paint finishes, followed by installation of the internal wall insulation system in accordance with the approved design.

### **Post Installation Requirements**

- Make good all areas where works have been undertaken and finishes disturbed.
- Reinstall all/any items moved in order to undertake the works, ensuring they are in the same condition and location as they were prior to works;
- Complete any final reports or assessments to be provided to Building Control as appropriate;
- Confirm that required works within this specific element have been completed and that a revised EPC Survey has been undertaken and lodged,
- Complete and confirm all revised final testing required to be undertaken in accordance with submitted design;
- Complete and confirm that all works undertaken within this specific element have been successfully lodged into the Trustmark Data Warehouse and Property Hub.
- Compile all product guarantees, warranties and other documentation into a final handover pack.

### **Provision of Guarantee**

Within thirty days of the completion of the installation, the Contractor is to provide the Retrofit Coordinator, the Eligible Householder/landlord/RSL and the Sustainable Warmth Project Team with a guarantee certificate issued by a recognised guarantee agency (e.g. Kinnell ECO). The guarantee is to be valid for twenty-five years from the date of installation, and the certificate is to include the full address of the dwelling. The Contractor is also to provide the Eligible Householder/landlord/RSL, The Sustainable Warmth Project Team and Retrofit Coordinator with a copy of the supplier's ten-year product warranty for the IWI system.

## **3.3.2 – Room-in-Roof Insulation (RIR) Specification**



RIR is an Eligible Measure under this scheme and the requirements for Installation are as detailed in PAS 2030:2019.

RIR will be achieved through a combination of separate Energy Efficiency Measures (EEMs) and works are to be completed in accordance with these EEMs. As a minimum to install RIRI under this scheme, an installer must be certified for pitched roof insulation (PAS2030:19 - B10).

Depending on the premises, they will also need certification to one or more of the following PAS2030:19 annexes:

- Internal Wall Insulation (B8)
- Draught Proofing (B2)
- Floor Insulation (B6)
- Loft Insulation (B9)
- Flat Roof Insulation (B5)
- Cavity Wall Insulation (B1)

Works are to be installed in accordance with Guide to Best Practice: Retrofit Room in Roof Insulation published by the Department for Business, Energy and Industrial Strategy (London, January 2022) <https://www.gov.uk/government/publications/room-in-roof-insulation-rii-best-practice> . For any technical or process queries, this guide should be seen as the primary reference document.

### **3.3.3 – Flat Roof Insulation Specification (FRI)**

#### **Introduction**

Where flat roofs are required to be insulated, they are to become ‘warm deck’ roofs (i.e. with insulation placed above the structural deck). Any insulation beneath the deck (i.e. within the void above the ceiling) is to be removed, and the ceiling is to be made good. Any existing rainwater goods should also be removed.

#### **Pre-Installation**

A pre-installation inspection is to be carried out by an assessor trained and approved by the Contractor. This survey should;

- Confirm that the roof is suitable for insulation by this method and identify any defects that require repair before the installation of the insulation.
- Confirm the construction type of the existing roof.
- Establish the type, thickness, location and condition of existing insulation.
- Assess the severity of any condensation (and associated mould or rot)
- Identify any access constraints.

#### **Installation of Flat Roof Installation**

The existing roof finishes are to be removed to expose the roof deck, and any wet, damaged or rotted areas of the deck are to be replaced. A new waterproof membrane is to be fixed on top of the deck. The membrane must extend at least 200 mm up any abutting external wall of the house, and at least 200 mm down the external wall of the flat roofed area and sealed to those walls. In both such cases, this must be completed before any subsequent external wall insulation (EWI) is fixed.

If EWI is proposed, the roof is to be extended at the edges to cover the top of the EWI, supported by short timber joists of the same depth as the insulation, fixed into the roof deck. Timber firings are also to be fixed to ensure that the finished roof will drain correctly away from the house.

The roof is to be insulated with an appropriate thickness of rigid insulation board (extruded polystyrene EPS, extruded expanded polystyrene XPS, Polyisocyanurate PIR or Polyurethane PU) to achieve a **U value not exceeding 0.11 W/m<sup>2</sup>K**. The U value of the roof is to be calculated in accordance with BS EN ISO 6946: 2007 and BRE report BR443, and a copy of the U value calculation is to be supplied to the appointed Retrofit Coordinator.

A new waterproof finishing membrane is to be fixed above the insulation and dressed down the face of new timber fascia boards and into new rainwater guttering. If the existing roof deck is in poor condition it may be more appropriate and economical to replace the whole deck, using new plywood. The extended eaves are to completely cover the top edge of any EWI, and not allow rainwater to penetrate behind the EWI. At any abutment, a 150 mm high x 85 mm thick block of insulation is to be fixed to the wall, and the waterproof finishing membrane is to be dressed over it and sealed to the wall, before any EWI is fixed above it.

### Post Installation Requirements

- Make good all areas where works have been undertaken and where any finishes have been disturbed.
- Reinstall any items moved in order to undertake the works, ensuring they are in the same condition and location as they were prior to the commencement of works.
- Finalise any final reports / assessments that are required to be provided to Building Control as appropriate;
- Confirm that specified works have been completed and that a revised EPC Survey has been undertaken;
- Complete and confirm all revised final testing required to be undertaken in accordance with submitted design;
- Confirm that all works undertaken have been successfully lodged onto the Trustmark Data Warehouse and Property Hub.
- Prepare all product guarantees, warranties and other documentation into a handover pack.

### 3.3.4 – Underfloor Insulation (UFI) Specification (Suspended Timber Floors)

#### Introduction

Where dwellings are identified as suitable for the insulation of suspended timber floors, the work is to be carried out strictly in accordance with Guide to Best Practice: Retrofit Floor Insulation – Suspended Timber Floors published by the Department for Business, Energy and Industrial Strategy (London, July 2020)

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/898872/suspended-timber-floors-underfloor-insulation-best-practice.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/898872/suspended-timber-floors-underfloor-insulation-best-practice.pdf). For any technical or process queries, this guide should be seen as the primary reference document.

In addition, the Contractor will:

1. Carry out a pre-installation inspection

2. Expose floors to assess requirements and existing condition.
3. Define the work required to insulate the exposed floor(s) in the dwelling properly and provide designs in accordance with Manufacturer's recommendations and standard details or developed by their designer for review by the appointed Retrofit Coordinator.
4. Submit notices as required by Building Control.
5. Install floor insulation in accordance with the approved designs and notify the appointed Retrofit Coordinator the works are ongoing to allow ad-hoc inspections if required.

## **Pre-Installation**

The pre-installation assessment is to be carried out by an assessor trained and approved by the Contractor. This assessment should;

- confirm the type of floor construction(s), including whether or not the floor(s) are solid or suspended (whilst recognising that some dwellings may have floors of multiple construction type);
- establish the type, thickness, location and condition of any existing insulation;
- identify any services located in the floor void (e.g. radiator pipes, water pipes)
- establish how the floor void is currently ventilated;
- assess the severity of any condensation (and associated mould or rot);
- identify any specific access constraints;
- assess the extent to which residents' property needs to be cleared (and replaced post install) before the insulation can be installed

A written proforma report of every assessment is to be supplied to the appointed Retrofit Coordinator

Floors with the following characteristics shall be recorded as not suitable for the installation of floor insulation:

- Suspended floors with at least 150 mm thickness of existing mineral wool quilt insulation (or the equivalent thickness of another insulation material) laid between the floor joists over the whole floor area, without gaps and in good condition.
- Suspended floors where there is evidence of condensation, mould growth, excessive damage or timber rot in the floor void.
- Suspended floors for which there is no provision for cross ventilation of the floor void by outside air and no possibility of installing suitable cross ventilation.

## **Design**

On completion of each assessment, the Contractor is to prepare a design for the installation of floor insulation in each dwelling in accordance with Manufacturer's recommendations and standard details or developed by their designer, and submit it for approval by the appointed Retrofit Coordinator. The design is to identify the type of floor to be insulated, the insulation option proposed (see below), the materials and products to be used and the floor U value that will be achieved.

## **Installation of Suspended Floors**

The scope of work to be carried out is to be defined separately for each dwelling following the assessment, and agreed with the appointed Retrofit Coordinator, subject to the following requirements:

1. All suitable floors are to be insulated to achieve a **maximum thermal transmittance (*U* value) of 0.25 W/m<sup>2</sup>K**, or with at least 150 mm thickness of mineral fibre quilt (placed between the floor joists), or with the thermally equivalent thickness of another insulation material.
2. Where there is existing insulation in poor condition (i.e. disturbed, damaged, damp or not covering the whole of the floor area) it is to be removed and replaced with new insulation to achieve the required standard.
3. The floor void must be adequately ventilated: existing under-floor ventilation must be maintained and not blocked by new insulation material; ventilators and airbricks are to be inspected and cleared if necessary.
4. Where the floor void is not cross-ventilated (i.e. from one side to the other) new ventilators or airbricks are to be installed below the floor level to facilitate adequate cross ventilation equivalent to that provided by a continuous 10 mm wide gap along the exposed perimeter.
5. Insulation material is to be placed in such a way that cold air (from outside or from the floor void) cannot penetrate to the warm side of the insulation through gaps, joints, beside timber joists, at floor-wall junctions, etc.
6. Existing radiator pipework is to be removed from the cold floor void, as far as possible, and re-routed on the warm side of the insulation. Existing electrical wiring is not to be encased in insulation material and must be re-routed on the warm side of the insulation. Existing gas and water supply pipes may remain in the floor void beneath the insulation; points of penetration into the house, through the insulated floor, are to be sealed with tape and/or expanding polyurethane foam.
7. Suspended floors are to be insulated using one of the three options specified below. For options 1 and 2, furniture (including fitted furniture), kitchen and bathroom fittings, floor finishes and skirting boards are to be removed and stored safely, floorboards are to be lifted (and numbered so that they can be re-fitted in the same arrangement). When the insulation has been installed the floorboards are to be re-fixed (using screws, not nails) in the original arrangement, the skirtings are to be replaced and made good, and the floor finishes, furniture and fittings are to be replaced. This work is not necessary if option 3 is adopted.

The floor insulation methods are:

1. Fix a continuous vapour permeable membrane over and between the floor joists, stapled to the lower sides of the joists and stretched between them to form 'pockets' between each pair of joists and of the full depth of the joists. Overlap all joints in the membrane by at least 150mm, and tape them securely. Turn the edges of the membrane up the wall to a level that will be behind the skirting boards, cut back the plaster, tape the edges of the membrane to the wall substrate and make good. Fill the pockets with mineral wool batts (fitted tightly to eliminate air spaces) or with loose cellulose fibre insulation. Ensure that the pockets are fully filled with insulation, and that any small gaps around the edges of the floor are insulated in a similar way. Fix a polythene membrane across the top of the joists and insulation to form an air and moisture barrier; overlap all joints in the membrane by at least 150mm and tape them; tape the edges of the membrane to the wall behind the skirting boards. Re-fix the floorboards as specified above.
2. Fix timber battens beneath the floor joists, at right angles to and at the same spacing as the joists, to support rigid insulation boards. Cut rigid polyurethane, polyisocyanurate or phenolic foam insulation boards to fit between the joists. The

insulation boards must be of sufficient thickness to achieve the required thermal performance (as specified above). Seal the joints between insulation boards and the gaps between the insulation boards and the joists with continuous beads of expanding polyurethane foam. Ensure that any small gaps around the edges of the floor are insulated and sealed in a similar way. Fix a polythene membrane across the top of the joists and insulation to form an air and moisture barrier; overlap all joints in the membrane by at least 150 mm and tape them; tape the edges of the membrane to the wall behind the skirting boards. Re-fix the floorboards as specified above.

3. Insulate the floor from below, using sprayed polyurethane foam insulation of thickness to achieve the required thermal performance (as specified above) applied by a robot inserted into the floor void, using the Q-bot system provided by Q-Bot Limited, of Block G, Riverside Business Centre, Bendon Valley, Wandsworth, London, SW18 4UQ, UK ([www.q-bot.co](http://www.q-bot.co)). A survey robot is to be inserted to survey the floor void prior to the installation of the insulation; the robots are to be inserted through holes created by temporary removal of airbricks, or of small areas of brickwork. If this option is adopted, the supplier is to confirm prior to installation that the floor is suitable for insulation by this method, and the insulation is to be installed by Q-Bot Limited's approved installers and strictly in accordance with Q-Bot Limited's recommendations and instructions.

### **Post Installation Requirements**

- Make good all areas where works have been undertaken and finishes disturbed.
- Reinstall all/any items moved in order to undertake the works, ensuring they are in the same condition and location as they were prior to works;
- Complete any final reports or assessments to be provided to Building Control as appropriate;
- Confirm that required works within this specific element have been completed and that a revised EPC Survey has been completed and lodged.
- Complete and confirm all revised final testing required to be undertaken in accordance with submitted design;
- Complete and confirm that all works undertaken within this specific element have been successfully lodged onto the Trustmark Data Warehouse and Property Hub;
- Compile all product guarantees, warranties and other documentation into a handover pack.

### **3.3.5 – Loft Insulation (LI)**

#### **Introduction**

Where lofts are required to be insulated, a pre-installation assessment is to be carried out and the extent of the work to be determined. Existing insulation is to be removed and replaced as per the below specification.

#### **Pre-Installation**

Where loft insulation is required, the Contractor is to carry out a pre-installation inspection and define the scope of work required to insulate the loft properly. Where deemed necessary for loft hatch widening, the Contractor to provide costs for increasing the size of a loft hatch to allow the installation to occur. Costs should include; rafter trimming and battening out to

form new opening; new loft hatch (complete with insulation and draught-proofing as below); and suitable trim/architrave to complete surround. All new timber in living facing areas should be at least primed and undercoated to match existing. It is not anticipated that these works will require top-coating or touching up to surrounding ceiling areas.

The pre-installation survey is to be carried out by an assessor trained and approved by the contractor. The survey will:

- confirm the type of roof construction (including whether there are trusses or trussed rafters)
- establish the type, thickness, location and condition of any existing insulation
- identify any services located in the loft (e.g. wiring, lighting, water tanks)
- establish how the loft is currently ventilated
- assess the presence and severity of any condensation, mould or rot.
- understand any access constraints
- identify whether the existing loft hatch is insulated and or draught stripped

## Installation of Loft Insulation

A written report of the survey is to be supplied to the appointed Retrofit Coordinator. The scope of work to be carried out is then to be reviewed with the appointed Retrofit Coordinator, subject to the following requirements:

- Lofts are to be insulated to achieve a maximum thermal transmittance (**U value**) of **0.11 W/m<sup>2</sup>K**, with at least 300 mm thickness of mineral fibre quilt (placed between and over the ceiling joists); the U value is to be calculated in accordance with BS EN ISO 6946: 2007 and BRE report BR443, and a copy of the U value calculation is to be supplied to the appointed Retrofit Coordinator
- Where there is existing insulation in poor condition (i.e. disturbed, damaged or not covering the whole of the loft area) it is to be removed and replaced with new insulation to achieve the required standard.
- Where there is existing insulation in good condition additional insulation is to be added in order to bring thermal performance of the construction up to the required standard.
- Where the roof structure consists of simple rafters (possibly supported on purlins), new insulation is to consist of mineral fibre quilt in two layers, placed between the ceiling joists (to the full depth of the joists) and over the ceiling joists (at right angles to the direction of span) to achieve the required U value, and covering the whole of the loft area.
- Where the roof structure consists of timber trussed rafters with braces connected to ties at ceiling level, quilt insulation is not to be used, and a loose insulant (e.g. blown mineral fibre, or vermiculite) is to be used instead. Care is to be taken to ensure that the insulation is evenly distributed across the loft space, to the required thickness, and does not block any fixed ventilation at the eaves or in gable walls.
- Insulated loft spaces must be adequately ventilated in accordance with PAS2030:19 and PAS2035: existing eaves ventilation equivalent to a continuous 25 mm wide



gap is to be maintained on two opposite sides of the loft, and not blocked by new insulation material (install proprietary plastic ventilation trays if necessary); existing tile ventilators, ridge ventilators and airbricks are to be inspected and cleared if necessary.

- If a loft space cannot be cross-ventilated (i.e. from one side to the other at eaves level) new tile ventilators or ridge ventilators are to be installed to facilitate adequate cross ventilation equivalent to that provided by a continuous 25 mm wide gap at eaves level.
- Insulation material is to be placed in such a way that cold air (from outside or from inside the loft) cannot penetrate to the warm side of the insulation through gaps, joints between rolls of material, beside timber joists, at party-wall junctions or at the eaves.
- Where water tanks are located in the loft, insulation is not to be placed beneath them; the sides and tops of tanks, and all associated pipework, are to be carefully insulated with an appropriate closely fitted insulating material which connects with the loft insulation, in accordance with the guidance in the BRE Guide Thermal insulation: avoiding risks (mineral wool quilt shall be turned up the sides of the tanks to make the connection).
- Electrical wiring running in the loft space must not be buried beneath insulation; it must be disconnected, realigned to run on the cold side of the insulation, reconnected and tested; points where wiring penetrates through the insulation layer are to be carefully sealed to eliminate air leakage.
- Any recessed lighting fittings located in the ceiling (serving the rooms below) are to be boxed in plywood with 50 mm clear space all around each fitting, to separate them from the overlaid insulation.
- A timber storage platform is to be provided above the insulation, supported by legs or blocks fixed to the joists below (an approved proprietary platform product may be used); the platform shall be at least 6 m<sup>2</sup> in area and located adjacent to the loft hatch.
- Where the loft hatch is not already insulated, fix rigid plastic foam insulation to the top of the hatch, of a thickness sufficient to provide thermal performance equivalent to that of the adjacent loft insulation (approximately 150 mm thick).
- Where the loft hatch is not already draught-proofed, install draught-proofing and ensure that the hatch has a catch that forces the hatch to compress the seal when it is closed.

## **Post Installation Requirements**

- Make good all areas where works have been undertaken and finishes disturbed.
- Reinstate all/any items moved in order to undertake the works, ensuring they are in the same condition and location as they were prior to works;
- Complete any final reports or assessments to be provided to Building Control as appropriate;
- Confirm that required works within this specific element have been completed and that a revised EPC Survey has been completed and lodged;
- Complete and confirm all revised final testing required to be undertaken in accordance with submitted design;

- Complete and confirm that all works undertaken within this specific element have been successfully lodged onto the Trustmark Data Warehouse and Property Hub;
- Compile all product guarantees, warranties and other documentation into a handover pack.

### **3.3.6 – Park Home Insulation (PHI)**

#### **Introduction**

Where park homes are to be insulated externally, these must be in accordance with PAS2030:19 B13 and BS6362:2015. Where there is a conflict, preference should be given to BS6362:2015. The Contractor must specifically hold the required B13 certification for working on Park Homes.

#### **Pre-Installation**

A pre-installation inspection is to be carried out by an assessor trained and approved by the Contractor or by the specialist installer of Park Home Insulation.

The pre-installation survey should;

- confirm the type of construction of the park home to be treated , including the type of substrate used within the construction
- establish the type, thickness, location and condition of any existing insulation
- identify any services, that may need removing before works and replacing thereafter (e.g. water pipes, satellite dishes, washing lines)
- establish how the Park Home roof is currently insulated and any ventilation issues.
- establish how the Park Home floor is currently insulated and any ventilation issues.
- assess the presence and severity of any condensation, mould or rot, including moisture reading where appropriate
- understand any access constraints

The pre-install assessment must also include contact with the local authority's Planning Department to establish whether planning permission is required for the installation of the PHI.

#### **Installation of PHI**

A written report of the survey is to be supplied to the appointed Retrofit Coordinator.

The insulation system being installed, must be an approved and harmonised system accredited by BBA, BRE or ETA (certification required). A copy of the BBA certificate for the proposed system is to be supplied to the Retrofit Coordinator

The insulation system to be installed must meet Fire Safety EuroClass A1 / non-combustible.

Following works, the minimum distance between individual Park Home units, of at least 6 metres, must be preserved.



The Installer must:

- Undertake to comply with the installation procedures specified by the holder of the BBA/BRE or ETA certificate
- Employ operatives trained and approved by the holder of the BBA/BRE or ETA certificate, working in teams each containing at least one operative trained by the holder of the relevant certificate
- Be subject to at least one inspection per year (including unannounced inspections) by the holder of the relevant certificate to confirm that suitable site practices are being employed.

### **Post Installation Requirements**

- Make good all areas where works have been undertaken and finishes disturbed
- Reinstate all/any items moved in order to undertake the works, ensuring they are in the same condition and location as they were prior to the commencement of works
- Complete any final reports or assessments to be provided to Building Control, as appropriate
- Confirm that required works within this specific element have been completed and that a revised EPC survey can now be undertaken
- Complete and confirm all revised final testing required to be undertaken in accordance with the submitted design
- Complete and confirm that all works undertaken within this specific element have been successfully lodged onto the Trustmark Data Warehouse and Property Hub;
- Compile all product guarantees, warranties and other documentation into a handover pack.

### **Provision of Guarantee**

Within thirty days of the completion of each installation, the Contractor is to provide the Retrofit Coordinator and the Sustainable Warmth Project Team (SWPT) with an Independent Insurance guarantee certificate (such as SWIGA) for each dwelling that has been insulated. The guarantee is to be valid for twenty-five years from the date of installation, and the certificate is required to include the full address of the dwelling.

## **3.3.7 – External Wall Insulation (EWI)**

### **Introduction**

Where the external walls of dwellings are identified for the installation of external solid wall insulation (EWI) the Contractor is to install EWI as specified below. Where internal wall insulation (IWI) is to be applied to adjoining walls or sections of walls, the IWI and EWI must overlap horizontally by at least 400 mm, in order to minimise thermal bridging.

### **Pre-Installation**

A pre-installation inspection is to be carried out by an assessor trained and approved by the Contractor or by the specialist Installer of the EWI, in conjunction with a Retrofit Coordinator.

The assessment is to include:

- Contact with the local authority's Planning Department to establish whether planning permission is required for installation of EWI<sup>2</sup>.

<sup>2</sup> External wall insulation is Permitted Development for planning purposes, provided that the external appearance of the building is not changed; otherwise planning permission is required; planning permission is always required if the building is Listed as of Special Architectural or Historic Interest or is located in a Conservation Area or an Area of Outstanding Natural Beauty or is part of a World Heritage Site.

- Assessment of whether the existing dwelling shall be classified as 'vulnerable' (i.e. it was constructed prior to 1919) and whether the external walls are of vapour permeable construction (i.e. porous brickwork with lime mortar and lime plaster) or vapour sealed (i.e. with gypsum plaster or cement render).
- A check of whether there is sufficient space for EWI to be installed (both space for the EWI system and for access for installation and subsequent maintenance). This is particularly important where the external walls are located close to property boundaries.
- Measurement of the dimensions of the external walls, including heights and openings; and a line and level survey to determine if a dubbing out or a levelling coat is required before EWI can be installed.
- A record of any architectural features or details that shall be preserved or repositioned or replicated within or on the EWI.
- Identification of attachments to the walls such as gates/fences, sheds, clothes lines, trellises and satellite dishes, which will have to be removed prior to installation of EWI and subsequently re-fixed and made good.
- Identification of any vines, creepers or adjacent soft landscaping that will have to be disturbed during the installation of EWI and subsequently made good, or permanently removed.
- Identification of services such as electricity, TV, telephone and broadband cables and equipment, gas or oil pipe work, electricity and gas meters, lights, rainwater goods, brackets, etc. that will have to be removed or repositioned prior to the installation of EWI and subsequently re-fixed, reconnected and made good.
- Assessment of how the EWI can be connected or overlapped with proposed insulation in adjacent elements (other exposed walls, roofs and exposed floors) in order to minimise thermal bridging and preserve airtightness at the junctions.
- A record of;
  - any evident structural defects (e.g. cracks, bulges) and assessment of their causes and of the remedial work required before installation of EWI.
  - any evident rising or penetrating damp, and assessment of its causes and of the remedial work and drying out required before the installation of EWI.
  - any existing movement joints that shall be taken account of in the design of the EWI.
  - the positions of damp proof courses that shall be taken account of in the design of the EWI.

- any moss, lichen or mould on wall surfaces, and assessment of any treatment required prior to the installation of EWI.
  - any efflorescence (lime bloom), or if efflorescence has been treated a check that the masonry has dried out sufficiently.
- Testing of the walls to establish acceptable pull-out loads so that EWI fixing types and spacing can be determined

A written report of the survey is to be supplied to the Retrofit Coordinator and the SWPT, as part of the work sign-off process. Where it is determined that planning permission or Listed Building Consent is required for the installation of EWI, this is to be reported to Retrofit Coordinator and SWPT and no installation work is to be carried out until the required consent has been obtained. Once the pre installation survey has been completed, an EWI design (drawings and specifications) are to be prepared and submitted to the Retrofit Coordinator and the SWPT for approval. The design requirements are:

- Only non-combustible and vapour permeable insulation materials (e.g. mineral fibre), adhesives and finishes may be used; the maximum thickness of the insulation is 110 mm and the insulated external walls are to have thermal transmittances (U values) not exceeding 0.30 W/m<sup>2</sup>K. U values are to be calculated in accordance with BS EN ISO 6946: 2017 and BRE report BR443 (2019), and copies of the U value calculations are to be supplied to the Retrofit Coordinator and SWPT.
- Insulation is to be fixed to the existing walls with adhesive and with mechanical fixings.

In locations where the thickness of the insulation is limited (e.g. window and door cills, soffits and reveals, alongside narrow alleyways or where a wall is very close to a property boundary), high performance insulation (e.g. polyurethane board or aerogel board) shall be used

EWI is to be finished with through-coloured thin-coat (5 mm) acrylic or silicate render (both are vapour permeable) on appropriate scrim and basecoat layers.

All EWI must be continuous (to eliminate thermal bridging), air-tight (to eliminate the possibility of cold external air getting behind the insulation layer, causing thermal by-pass) and water-tight (to eliminate the possibility of rainwater penetrating into or behind the insulation). Exposed edges of the insulation layer must be protected by adequate overhangs, overlaps, seals, flashings or extended cills, as appropriate.

Metal fittings (fixings, trays, beads, etc.) are not to be used, because they introduce unacceptable thermal bridges. Only plastic fittings are acceptable. Fixings through the EWI (for rainwater downpipes, satellite dishes, etc.) are to be through patress blocks placed in the insulation layer.

In order to minimise thermal bridging, the EWI must connect or overlap with the existing or proposed roof insulation at eaves, gables and verges, as appropriate. Connection of the two insulation elements is preferred, but if connection is not practical an overlap of at least 400 mm is required.

Where the existing eaves overhang is inadequate to protect the top of the insulation, the eaves roof construction and finishes shall be extended over the top of the insulation. Similarly, where the overhangs at gable verges are inadequate to protect the top of the insulation, gable ladders shall be constructed and the roof finishes

extended. These arrangements will also facilitate connection of the EWI with pitched roof insulation.

In order to minimise thermal bridging, the EWI must not terminate above the level of the damp proof course (dpc). The dpc is to be preserved through the EWI layer, and waterproof insulation (e.g. expanded extruded polystyrene, XPS) is to be used below dpc level. The EWI must overlap with the proposed ground floor insulation by at least 400 mm. Note that this will usually involve ground works and subsequent making good.

Any new windows or external doors that are included in the energy efficiency measures to be installed are to be located in the plane of the wall insulation, and the internal finishes are to be made good. Any new windows or external doors are to be installed before the EWI installation, and the Contractors will be required to coordinate (in accordance with Appendix 2.1.3).

New windows and external doors are to be supported in the plane of the insulation by minimum 50 mm x 50 mm timber battens around the entire perimeter of the openings, fixed to the walls and sealed with tape. Windows are then to be fixed and sealed to the battens, and the EWI shall overlap the window frames by at least 10 mm (subject to there being sufficient clearance for window opening).

The drawings and specification must include:

- The type of EWI system to be used. Only ETICS (External Thermal Insulation Composite Systems) certified by the British Board of Agrément (BBA) as suitable for use as external wall insulation are acceptable, and a copy of the BBA certificate for the proposed system is to be supplied to the Retrofit Coordinator and the SWPT.
- Confirmation of whether the proposed EWI system includes vapour permeable or vapour closed materials.
- Construction details showing how the EWI will connect or overlap with any existing or proposed roof insulation at eaves and verges, and how the top of the EWI will be protected.
- Construction details showing how the EWI will connect or overlap with any existing or proposed floor insulation, including details of the type of insulation to be used below the damp proof course and below ground level, and how the ground adjacent to the building will be made good.
- Construction details of how the new windows and external doors will be fixed, and how the EWI will be configured around door and window openings (including soffits, reveals and cills) and at copings, abutments, etc.
- Details of how services such as electricity, TV, telephone and broadband cables and equipment, satellite dishes, gas or oil pipes, electricity and gas meters, lights, rainwater goods, brackets, etc. will be dealt with.
- The type and pattern of fixings.
- The types and locations of fittings (trays, beads, trims and flashings)
- The positions of starter tracks and render beads, and the positions and amounts of reinforcement scrim, corner mesh and scrim patches to be used at corners and around openings.

- The types and locations of weather seals and sealants.
- The types and positions of dpcs.
- The types and positions of fire barriers (if required).
- The locations of any movement joints and details of how they will be carried through the EWI layer.
- Details of how attachments such as gates, fences and satellite dishes will be dealt with.

## Installation of EWI

Installation of EWI must be carried out by an approved Installer recommended or recognised by the holder of the BBA for the ETICS.

The Installer must:

- Undertake to comply with the installation procedures specified by the holder of the BBA certificate
- Employ operatives trained and approved by the holder of the BBA certificate, working in teams each containing at least one operative trained by the holder of the BBA certificate
- Be subject to at least one inspection per year (including unannounced inspections) by the holder of the BBA certificate to confirm that suitable site practices are being employed.

EWI installations are to be strictly in accordance with the designs reviewed by the Retrofit Coordinator and the SWPT and be consistent with the guidance in *Best Practice Guide: External Wall Insulation*, published by the Insulated Render and Cladding Association (INCA) in 2015.

(<https://jrmp12t1z5gzqpmv2vjf0mqh-wpengine.netdna-ssl.com/wp-content/uploads/2016/09/Best-Practice-Guide-Final.pdf>)

EWI must not be installed in conditions where the temperature is below 5°C or above 25°C.

Before EWI is installed, the existing wall surfaces shall be cleaned by brushing and/or power-washing with mild detergent solution, as appropriate, then allowed to dry out completely. EWI shall only be applied to walls that are clean and completely dry.

Where the walls have existing rendered finishes, and the render is in poor condition, the render shall be removed using a hammer drill. Areas of loose render shall also be hammer tested and removed locally. Any small rendered areas that have been removed shall be made good with either sand and cement or a proprietary render repair system, before the EWI is installed.

Insulation boards shall be fixed to walls with 100% coverage of adhesive applied with a notched trowel to produce an adhesive coat between 2mm and 5mm in thickness. A minimum of four mechanical fixings shall be used per square metre of wall, unless a greater fixing frequency is specified in the design or the BBA certificate.

Insulation boards shall be arranged so that vertical joints are staggered and boards are overlapped at building corners; the edges of boards must be butted tightly together; all

joints and gaps shall be filled with strips of insulation and/or with expanding polyurethane foam sealant, as appropriate, before the render coats are applied.

Insulation boards, once fixed and sealed, shall be allowed to stabilise before basecoats, scrim and render finishes are applied.

All rendering is to be in accordance with the BBA certificate for the ETICS and with BS EN 13914-1 (2016). Rendering shall only be carried out when the weather is fine and free from rain. The base render shall be applied in two coats, incorporate a scrim reinforcement layer between them and be completed by a finishing coat. Particular attention shall be paid to thickness and to allowing adequate curing time after the application of each layer. Render finishes must be protected from rapid drying and shall not be applied to elevations that are in direct sunlight or where the substrate is hot, or in high winds.

During breaks in the work (e.g. at weekends or during inclement weather) unfinished EWI shall be protected by opaque tarpaulin or nylon-reinforced polythene temporarily restrained to the structure or scaffolding. Any insulation material that becomes wet must be cut out and replaced.

### **Post Installation Requirements**

- Make good all areas where works have been undertaken and finishes disturbed
- Reinstall all/any items moved in order to undertake the works, ensuring they are in the same condition and location as they were prior to the commencement of works
- Complete any final reports or assessments to be provided to Building Control, as appropriate
- Confirm that required works within this specific element have been completed and that a revised EPC survey can now be undertaken
- Complete and confirm all revised final testing required to be undertaken in accordance with the submitted design
- Complete and confirm that all works undertaken within this specific element have been successfully lodged onto the Trustmark Data Warehouse and Property Hub;
- Compile all product guarantees, warranties and other documentation into a handover pack.

### **Provision of Guarantee**

Within thirty days of the completion of each installation, the Contractor is to provide the Retrofit Coordinator and the SWPT with a guarantee certificate issued by the Solid Wall Insulation Guarantee Agency (SWIGA) for each dwelling that has been insulated. The guarantee is to be valid for twenty-five years from the date of installation, and the certificate is required to include the full address of the dwelling.

### **Standards of work and dealing with Households**

Where required, the Contractor will ask the resident 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 reasons, 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 resident.

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 resident any areas which may require extra work not covered by the contract for the installation of the Eligible Measures.

The Contractor is expected to work closely with the Customer Journey Partner in regard to resident liaison. A number of residents 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 Contractor will be required to undertake the Employment Checks prior to engaging Personnel or Sub-Contractors to deliver Services 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 Services

### **Completion and Handover**

The SWPT requires the Contractor to provide the resident/Eligible Householder/landlord/RSL with a handover pack (in paper form) containing;

- i. Manufacturer's information on all products installed,
- ii. The name, address and phone number of the main Installer and any sub-contractors involved in the installation.
- iii. Details of the guarantee period and the service that can be expected and proof of guarantee lodgement.
- iv. An office hours' phone number, including details of level of service on that number.
- v. Maintenance information

The Contractor will supply the SWPT with an electronic version of the Handover pack for each property.

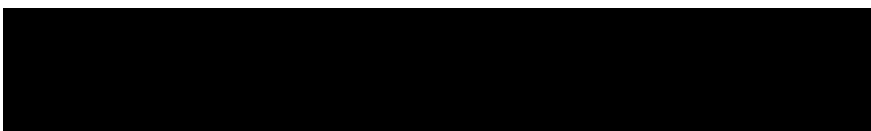
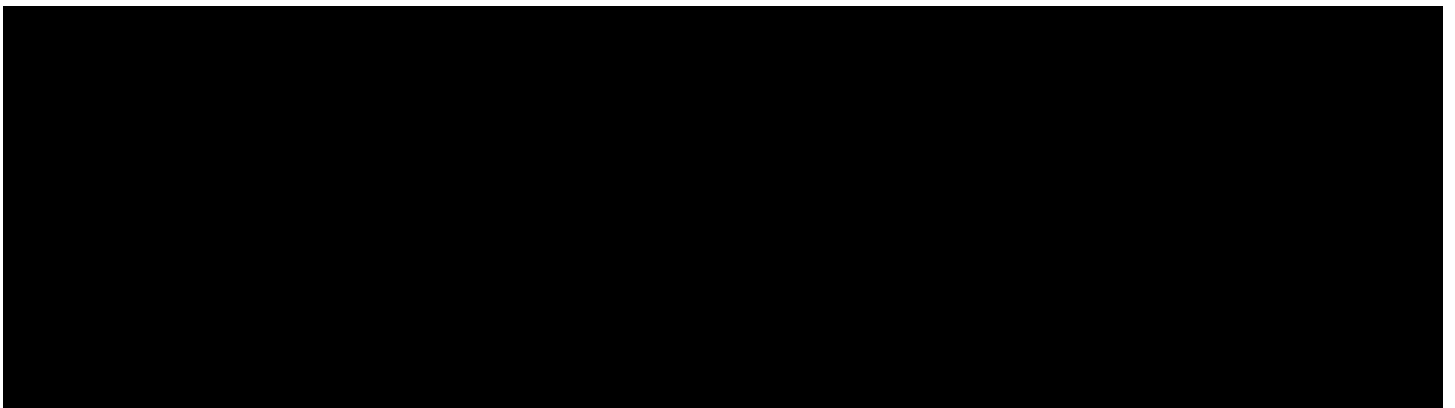
## **Bidder's Response**

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



## **Tender Response Document**

### **AMNV 017 - PROVISION OF INSULATION MEASURES UNDER LOCAL AUTHORITY DELIVERY (LAD) AND HOME UPGRADE GRANT (HUG) SCHEMES**





## Shropshire Council Tender Response Document

### **Contract Description/Specification:**

Shropshire Council, in partnership with Telford & Wrekin Council has secured Sustainable Warmth funding to install a number of energy efficiency measures to homes across the county of Shropshire. The Sustainable Warmth 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 contractor(s) to help deliver a range of insulation measures to approximately 200 households across Shropshire as part of Shropshire Council's Sustainable Warmth programme. Funding will be allocated to the contractor(s) with respect to the delivery of the following works:

The following lots available are:

- Lot 1 - Internal Wall Insulation (IWI)
- Lot 2 - Room-in-roof Insulation (RIR)
- Lot 3 - Flat Roof Insulation (FRI)
- Lot 4 - Underfloor Insulation (UFI)
- Lot 5 - Loft Insulation (LI)
- Lot 6 - Park Home Insulation (PHI)
- Lot 7 - External Wall Insulation (EWI)

Tenderers can bid to be accepted as recipients of funding for one, more than one or all of the lots.

The Council is seeking a high quality, contractor(s) that has all relevant accreditations including Trustmark and PAS2030:19 and PAS2035. The contractor(s) 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.

Installs are expected to run from May 2022 to end of March 2023. Further extensions may be possible depending on future government funding rounds.



### **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 Part 1 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 your tender response.

### **Contents**

Section	Description	Page
A1	Form of Tender	8
A2	Non-Canvassing Certificate	9
A3	Non-Collusive Tendering Certificate	10
A4	Declaration of Connection with Officers or Elected Members of the Council	11
<b>You must sign all 4 certificates in sections A1 to A4</b>		
B Part 1	Supplier Information– For information only	14
B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion	18
B Part 2 Section 3	Grounds for Discretionary Exclusion	21
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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 criteria) questions and 'weighted marked' (award criteria) questions and shows how each section is to be marked.

### **Selection Criteria Pass/Fail Questions (Section B)**

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 2 Section 3 - 8	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
<b>Price 50% (500 marks)</b>		
Pricing Schedule Spreadsheet	Price	50 / 500 max marks
<b>Total for price</b>		<b>50 / 500 max marks</b>
<b>Quality 30% (300 marks)</b>		
Section C / Q 2.1	Method statement for the programme of works	20 / 200 max marks
Section C / Q 2.2	Supporting vulnerable/hard to access Households	10 / 100 max marks
<b>Total for quality</b>		<b>30 / 300 max marks</b>
<b>Social Value 20% (200 marks)</b>		
Section C / Q 3	Social Value proposals	20 / 200 max marks
<b>Total for Social Value</b>		<b>20 / 200 max marks</b>

Shropshire Council is committed to securing Social Value through all its procurement activity. By requiring contractors to deliver Social Value we will improve social, economic and environmental outcomes for Shropshire and beyond. Our Social Value Framework sets how the Council's priorities can be met by a range of Social Value measures

<https://www.shropshire.gov.uk/social-value/>

### **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
<b>Excellent</b>	<b>10</b>	<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>
	<b>9</b>	



<b>Good</b>	<b>8</b>	<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>
	<b>7</b>	
<b>Acceptable</b>	<b>6</b>	<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>
	<b>5</b>	
<b>Minor Reservations</b>	<b>4</b>	<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>
	<b>3</b>	
<b>Serious Reservations</b>	<b>2</b>	<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>
	<b>1</b>	
<b>Unacceptable</b>	<b>0</b>	<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 300 marks available for Quality. Other tenders will receive a final mark that reflects the final % 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.

#### **Social Value Evaluation and Scoring**

Proposals for delivery of Social Value in accordance with Shropshire Council's Social Value Framework will be scored using the scoring scheme applied to responses in the 'Quality' section of this tender response. Where we have not set out any particular measures for you to consider we will take into account the nature and proportionality of your Social Value



commitment in relation to this contract. Where we have set out measures for you to consider we will take into account the extent to which your response meets these particular requirements.

**The tender receiving the highest initial mark for Social Value overall will receive the full 20% marks available for Social Value. Other tenders will receive a final mark that reflects the final % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Social Value overall.**

### **Final Evaluation and Scoring**

Final scores for Price, Quality and Social Value for each lot will be added together to give the final overall score. The tenderer receiving the highest mark overall for each lot will be awarded the tender for that lot.





**Section A:**  
**1. Form of Tender**

Form of Tender

**Shropshire Council**

Tender for the provision of Insulation Measures under Local Authority Delivery (LAD) and Home Upgrade Grant (HUG) Schemes

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 Insulation Measures under Local Authority Delivery (LAD) and Home Upgrade Grant (HUG) Schemes at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the Terms and Conditions, copies of which we have received.

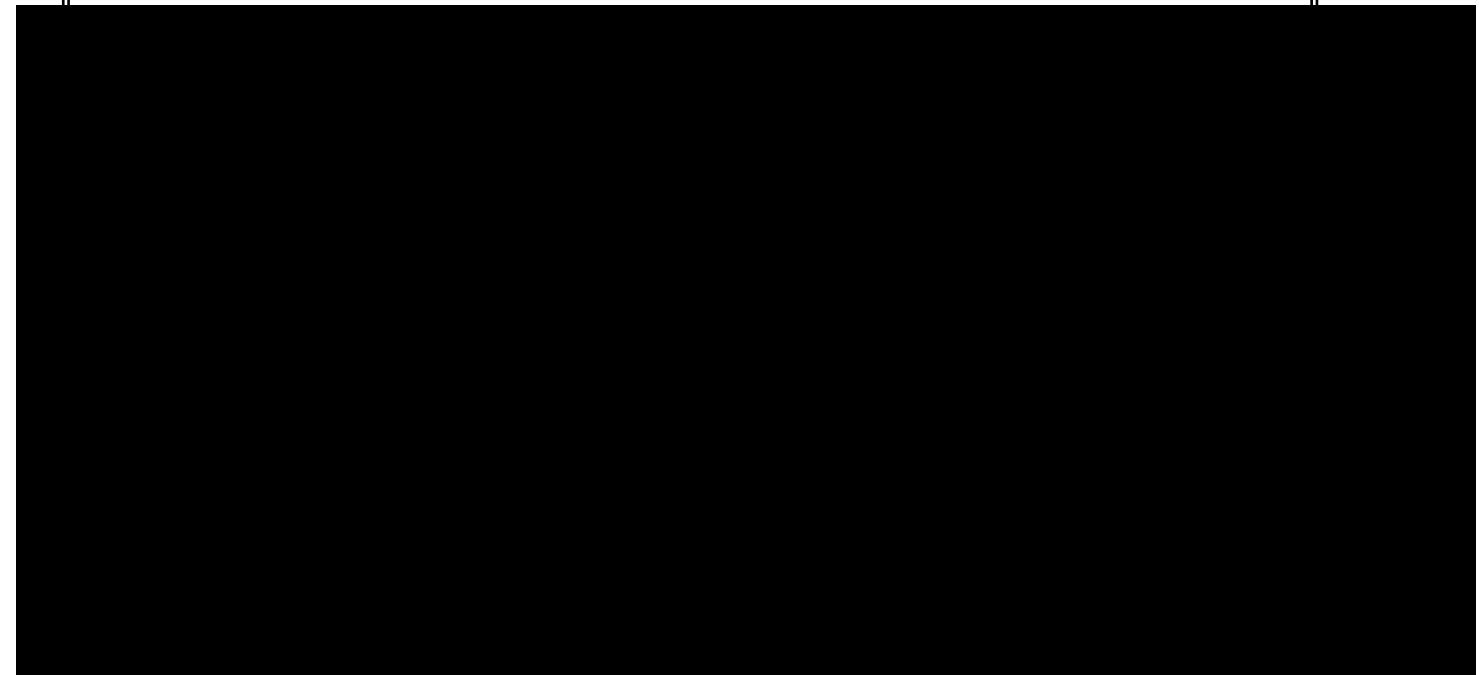
**Section A:**  
**2. Non – Canvassing Certificate**

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 or 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.





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?

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.

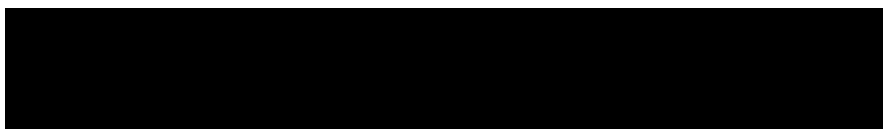
#### **Supplier Selection Questions: Part 3**

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**

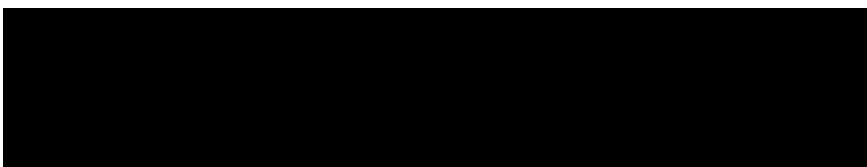
If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract 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, Shropshire Council, 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.



# 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) <sup>2</sup> ?
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: <sup>3</sup> - 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.

<sup>2</sup> See EU definition of SME - [https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\\_en](https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en)

<sup>3</sup> UK companies, Societates European (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.



**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.

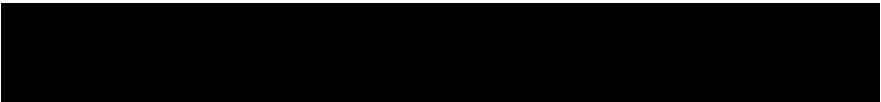
I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

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.

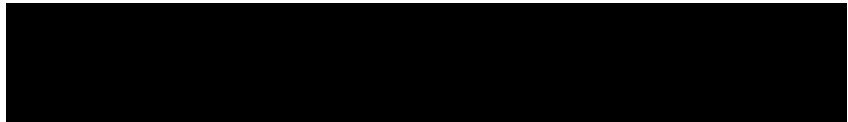
Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p><b>Regulations 57(1) and (2)</b>  The detailed grounds for mandatory exclusion of an organisation are set out on the webpage (see link on page 11), which should be referred to before completing these questions.  Please 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.	[Redacted]
	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.  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,  Identity of who has been convicted  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)	<b>Regulation 57(3)</b> 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 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.	
2.4	Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects	
2.4(a)	Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures: <ul style="list-style-type: none"> <li>○ to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;</li> <li>○ to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;</li> <li>○ to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable;</li> <li>○ to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take</li> </ul>	

	<p>place);</p> <ul style="list-style-type: none"><li>○ to maintain records of personal data processing activities; and</li><li>○ to regularly test, assess and evaluate the effectiveness of the above measures.</li></ul>	
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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><b>Regulation 57 (8)</b> 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	

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 <b>one</b> 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		

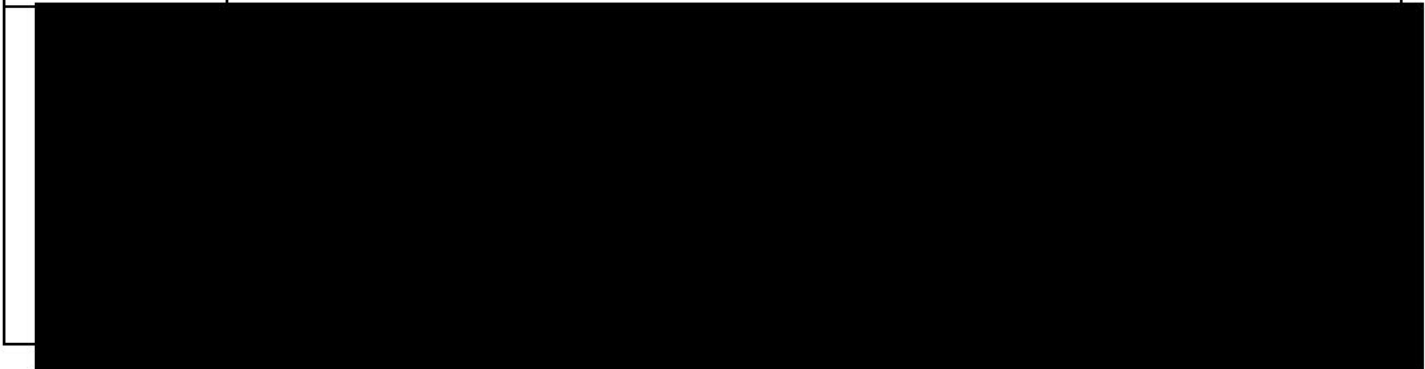
5.1	Are you able to provide parent company accounts if requested to at a later stage?	
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	

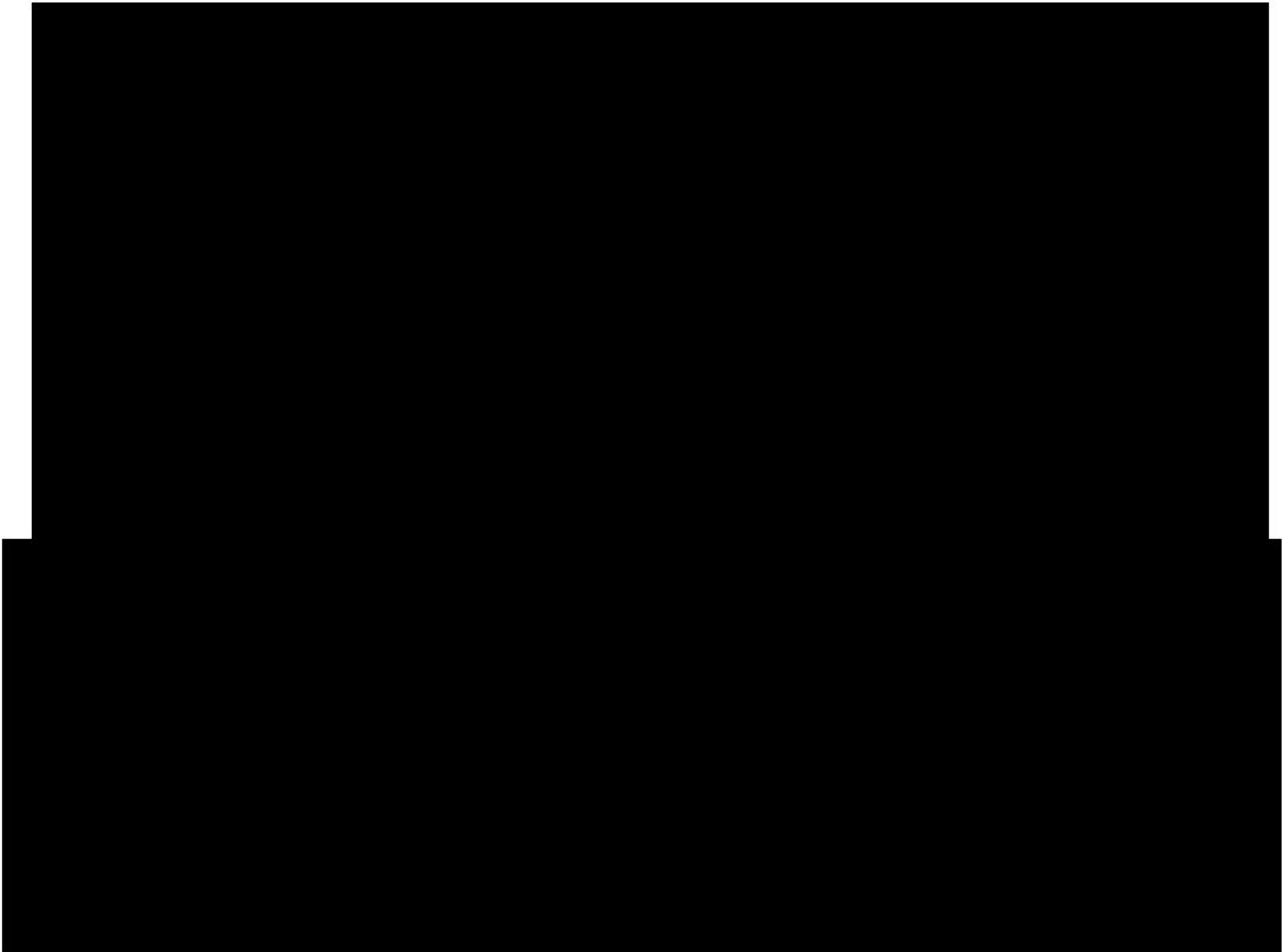
Section 6	<b>Technical and Professional Ability</b>	
6.1	<b>Relevant experience and contract examples</b>  Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. 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.	






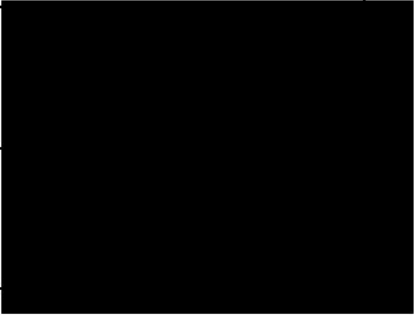
6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>
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6.3	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.
	

Section 7	<b>Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015</b>
	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?






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### 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
	<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:</p> <p></p> <p>Employer's (Compulsory) Liability Insurance = £5 Million <input checked="" type="checkbox"/></p> <p>Public Liability Insurance = £10 Million <input checked="" type="checkbox"/></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	<b>Skills and Apprentices 4 –</b>
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?

<sup>4</sup> 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

	<p>discrimination?</p> <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 Climate Impact / Carbon Reduction Plans

The Council has declared a climate emergency and is committed to achieving 'net-zero' carbon impact by 2030. Procured goods, works and services make up a significant proportion of the Council's total carbon footprint. It is therefore important that all contractors take steps to understand the carbon impact of the goods, works or services they provide and are able to set out how they will work with the Council to help us achieve 'net-zero'.

1.	<p>Please certify if your organisation has a Carbon Reduction / Climate Impact / Environmental Policy or Plan that aims to reduce your carbon footprint over the term of this contract.</p> <p>If your answer to this question was "Yes" and you are successful in this tender, we may ask you to submit a copy of your policy or plan.</p>
2.	<p>Does your organisation use a recognised tool to generate Climate Impact Statements and report the climate impact of your operations?</p> <p>If your answer to this question was "Yes" and you are successful in this tender, we may ask you to submit details of the reporting tool you use and any outputs from it.</p>
3.	<p>Is your organisation certified or accredited under any recognised framework (eg Carbon Trust or Planet Mark or equivalent)?</p> <p>If your answer to this question was "Yes" and you are successful in this tender, we may ask you to submit a copy of your latest certification / accreditation.</p> <p>If your answer to this question was "No" please say whether you plan to achieve certification / accreditation under a recognised framework in future.</p>
4.	If you use sub-contractors, do you have processes in place to check whether any of the above apply to these other organisations?

## SECTION C – TENDER SCHEDULE

Please note any word count/page limits.

Do not attach documents unless specifically informed you may. Please use standard formats easily available: Microsoft Office, PDF etc.

You must type your answer in the table below.

The answer boxes expand if required. The current size of the answer box does not reflect the size of the answer.

















## Shropshire Council Tender Response Document

### **Contract Description/Specification:**

Shropshire Council, in partnership with Telford & Wrekin Council has secured Sustainable Warmth funding to install a number of energy efficiency measures to homes across the county of Shropshire. The Sustainable Warmth 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 contractor(s) to help deliver a range of insulation measures to approximately 200 households across Shropshire as part of Shropshire Council's Sustainable Warmth programme. Funding will be allocated to the contractor(s) with respect to the delivery of the following works:

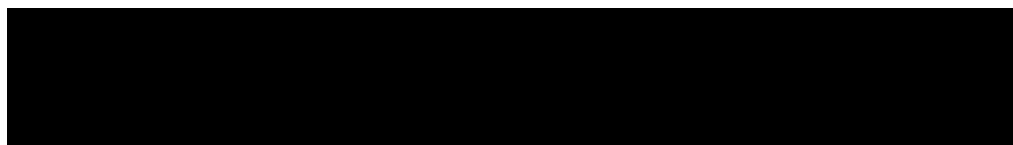
The following lots available are:

- Lot 1 - Internal Wall Insulation (IWI)
- Lot 2 - Room-in-roof Insulation (RIR)
- Lot 3 - Flat Roof Insulation (FRI)
- Lot 4 - Underfloor Insulation (UFI)
- Lot 5 - Loft Insulation (LI)
- Lot 6 - Park Home Insulation (PHI)
- Lot 7 - External Wall Insulation (EWI)

Tenderers can bid to be accepted as recipients of funding for one, more than one or all of the lots.

The Council is seeking a high quality, contractor(s) that has all relevant accreditations including Trustmark and PAS2030:19 and PAS2035. The contractor(s) 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.

Installs are expected to run from May 2022 to end of March 2023. Further extensions may be possible depending on future government funding rounds.



### **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 Part 1 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 your tender response.

### **Contents**

Section	Description	Page
A1	Form of Tender	8
A2	Non-Canvassing Certificate	9
A3	Non-Collusive Tendering Certificate	10
A4	Declaration of Connection with Officers or Elected Members of the Council	11
<b>You must sign all 4 certificates in sections A1 to A4</b>		
B Part 1	Supplier Information– For information only	14
B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion	18
B Part 2 Section 3	Grounds for Discretionary Exclusion	21
Section C	Tender, Pricing and Social Value Schedule	30

### **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 criteria) questions and 'weighted marked' (award criteria) questions and shows how each section is to be marked.

### **Selection Criteria Pass/Fail Questions (Section B)**

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 2 Section 3 - 8	Grounds for Discretionary Exclusion

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

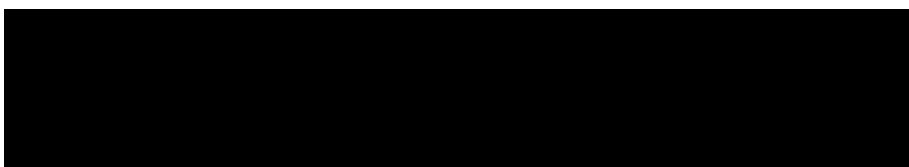
Financial viability: Responses will be analysed and evaluated by the Authority's Audit sections and will include checks via an independent agency (currently Equifax).

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
<b>Price 50% (500 marks)</b>		
Pricing Schedule Spreadsheet	Price	50 / 500 max marks
<b>Total for price</b>		<b>50 / 500 max marks</b>
<b>Quality 30% (300 marks)</b>		
Section C / Q 2.1	Method statement for the programme of works	20 / 200 max marks
Section C / Q 2.2	Supporting vulnerable/hard to access Households	10 / 100 max marks
<b>Total for quality</b>		<b>30 / 300 max marks</b>
<b>Social Value 20% (200 marks)</b>		
Section C / Q 3	Social Value proposals	20 / 200 max marks
<b>Total for Social Value</b>		<b>20 / 200 max marks</b>

Shropshire Council is committed to securing Social Value through all its procurement activity. By requiring contractors to deliver Social Value we will improve social, economic and environmental outcomes for Shropshire and beyond. Our Social Value Framework sets how the Council's priorities can be met by a range of Social Value measures

<https://www.shropshire.gov.uk/social-value/>

### **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
<b>Excellent</b>	<b>10</b>	<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>
	<b>9</b>	

<b>Good</b>	<b>8</b>	<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>
	<b>7</b>	
<b>Acceptable</b>	<b>6</b>	<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>
	<b>5</b>	
<b>Minor Reservations</b>	<b>4</b>	<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>
	<b>3</b>	
<b>Serious Reservations</b>	<b>2</b>	<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>
	<b>1</b>	
<b>Unacceptable</b>	<b>0</b>	<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 300 marks available for Quality. Other tenders will receive a final mark that reflects the final % 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.

### **Social Value Evaluation and Scoring**

Proposals for delivery of Social Value in accordance with Shropshire Council's Social Value Framework will be scored using the scoring scheme applied to responses in the 'Quality' section of this tender response. Where we have not set out any particular measures for you to consider we will take into account the nature and proportionality of your Social Value

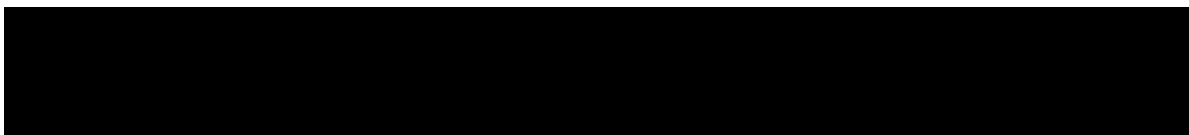


commitment in relation to this contract. Where we have set out measures for you to consider we will take into account the extent to which your response meets these particular requirements.

**The tender receiving the highest initial mark for Social Value overall will receive the full 20% marks available for Social Value. Other tenders will receive a final mark that reflects the final % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Social Value overall.**

#### **Final Evaluation and Scoring**

Final scores for Price, Quality and Social Value for each lot will be added together to give the final overall score. The tenderer receiving the highest mark overall for each lot will be awarded the tender for that lot.





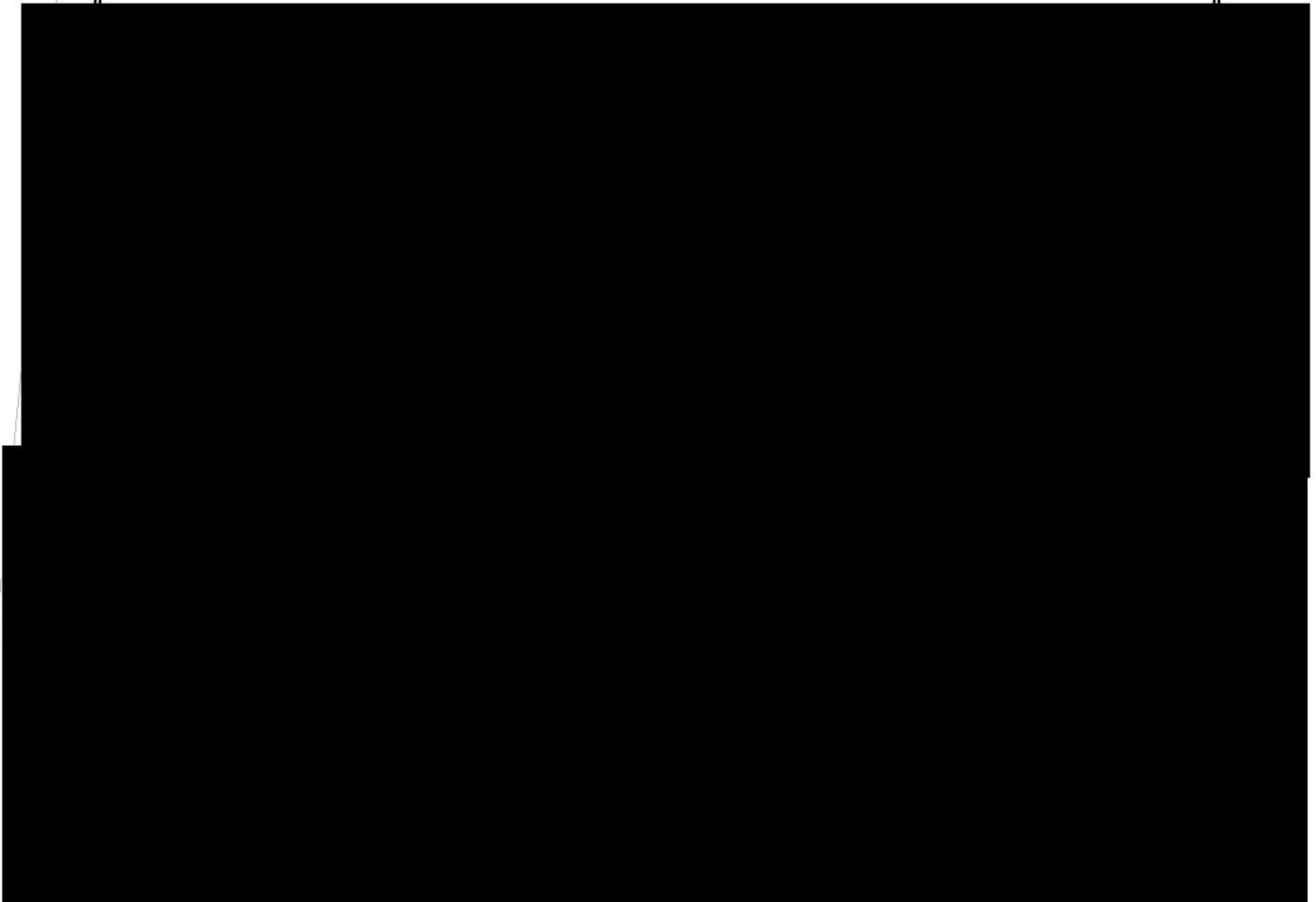
**Section A:**  
**1. Form of Tender**

Form of Tender

**Shropshire Council**

Tender for the provision of Insulation Measures under Local Authority Delivery (LAD) and Home Upgrade Grant (HUG) Schemes

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 Insulation Measures under Local Authority Delivery (LAD) and Home Upgrade Grant (HUG) Schemes at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the Terms and Conditions, copies of which we have received.



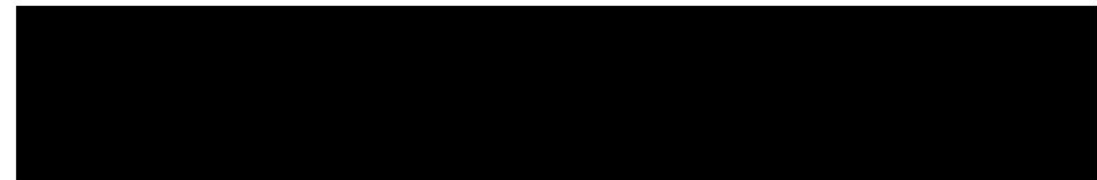
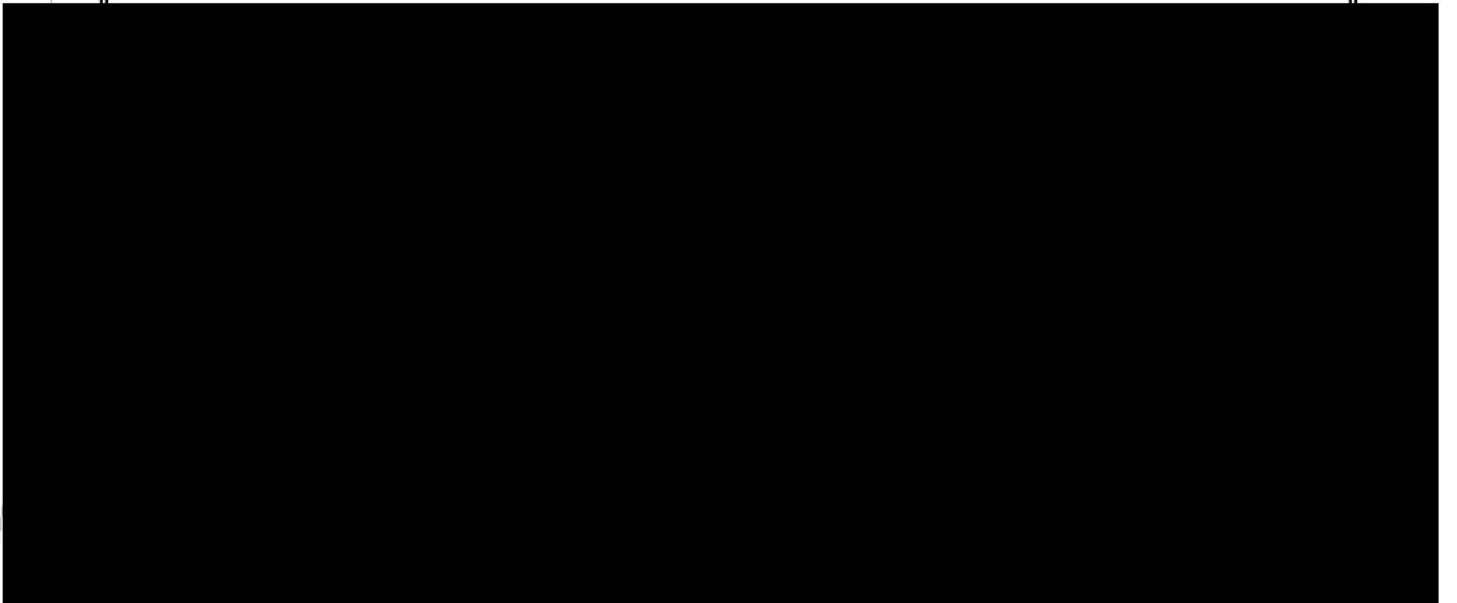
**Section A:**  
**2. Non – Canvassing Certificate**

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 or 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.



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?

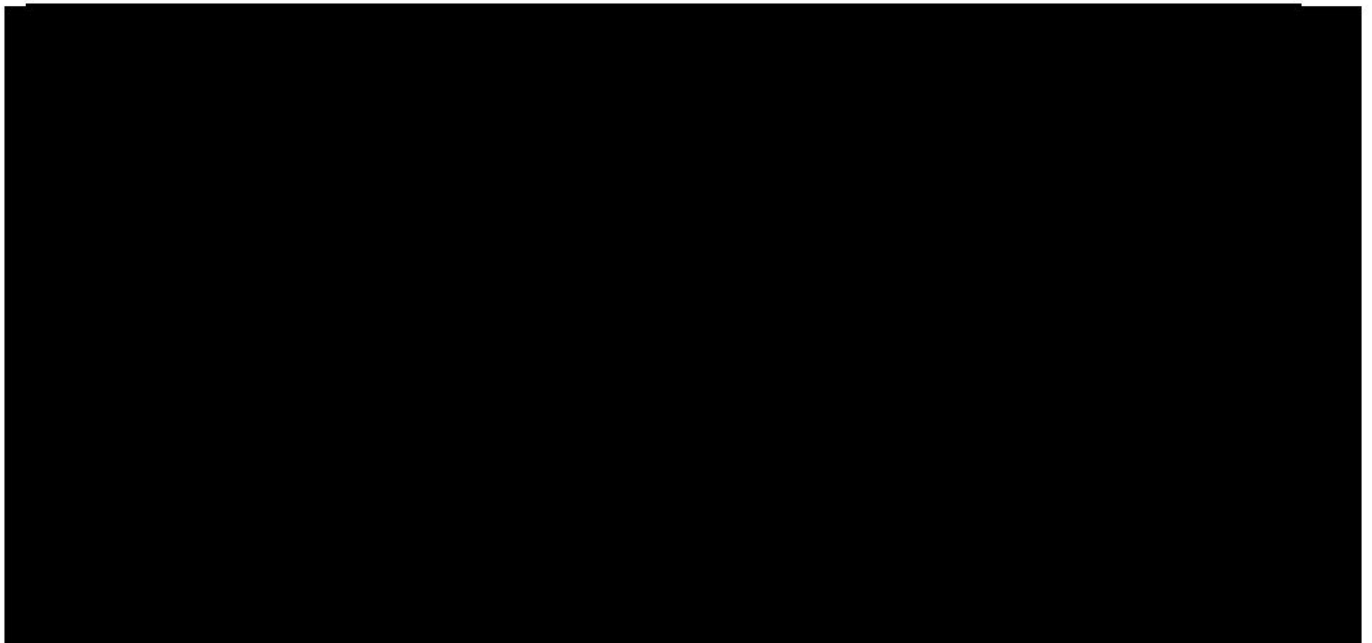


If yes, please give details:

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.

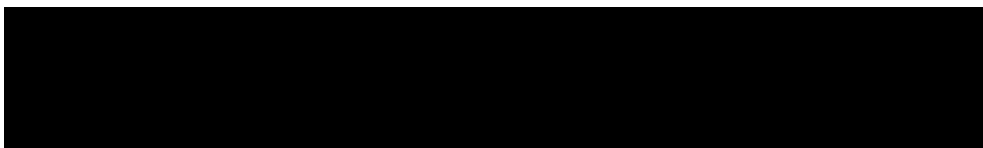
#### **Supplier Selection Questions: Part 3**

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, Shropshire Council, 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.





## 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) <ul style="list-style-type: none"> <li>a) Voluntary Community Social Enterprise (VCSE)</li> <li>b) Sheltered Workshop</li> <li>c) Public Service Mutual</li> </ul>
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) <sub>2</sub> ?
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: <sup>3</sup> <ul style="list-style-type: none"> <li>- Name;</li> <li>- Date of birth;</li> <li>- Nationality;</li> <li>- Country, state or part of the UK where the PSC usually lives;</li> <li>- Service address;</li> <li>- The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);</li> <li>- Which conditions for being a PSC are met;</li> <li>- Over 25% up to (and including) 50%,</li> <li>- More than 50% and less than 75%,</li> <li>- 75% or more.</li> </ul> (Please enter N/A if not applicable)
1.1(o)	Details of immediate parent company: <ul style="list-style-type: none"> <li>- Full name of the immediate parent company</li> <li>- Registered office address (if applicable)</li> <li>- Registration number (if applicable)</li> <li>- Head office DUNS number (if applicable)</li> <li>- Head office VAT number (if applicable)</li> </ul> (Please enter N/A if not applicable)
1.1(p)	Details of ultimate parent company: <ul style="list-style-type: none"> <li>- Full name of the ultimate parent company</li> <li>- Registered office address (if applicable)</li> <li>- Registration number (if applicable)</li> <li>- Head office DUNS number (if applicable)</li> <li>- Head office VAT number (if applicable)</li> </ul>



	(Please enter N/A if not applicable)	
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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](https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en)

3 UK companies, Societates European (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)	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.	





**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.

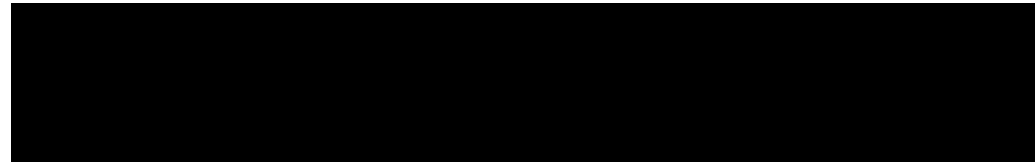
I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

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><b>Regulations 57(1) and (2)</b>  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.  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)	If you have answered yes to question 2.1(a), please provide further details.	

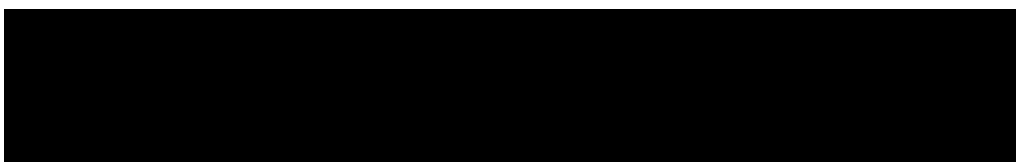


	<p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	
2.2	<p>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)</p>	
2.3(a)	<p><b>Regulation 57(3)</b></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 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?</p>	
2.3(b)	<p>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.</p>	
2.4	<p>Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects</p>	
2.4(a)	<p>Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:</p> <ul style="list-style-type: none"> <li>○ to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;</li> </ul>	



	<ul style="list-style-type: none"> <li>○ to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;</li> <li>○ to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable;</li> <li>○ to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place);</li> <li>○ to maintain records of personal data processing activities; and</li> <li>○ to regularly test, assess and evaluate the effectiveness of the above measures.</li> </ul>	
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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><b>Regulation 57 (8)</b>  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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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 <b>one</b> 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.

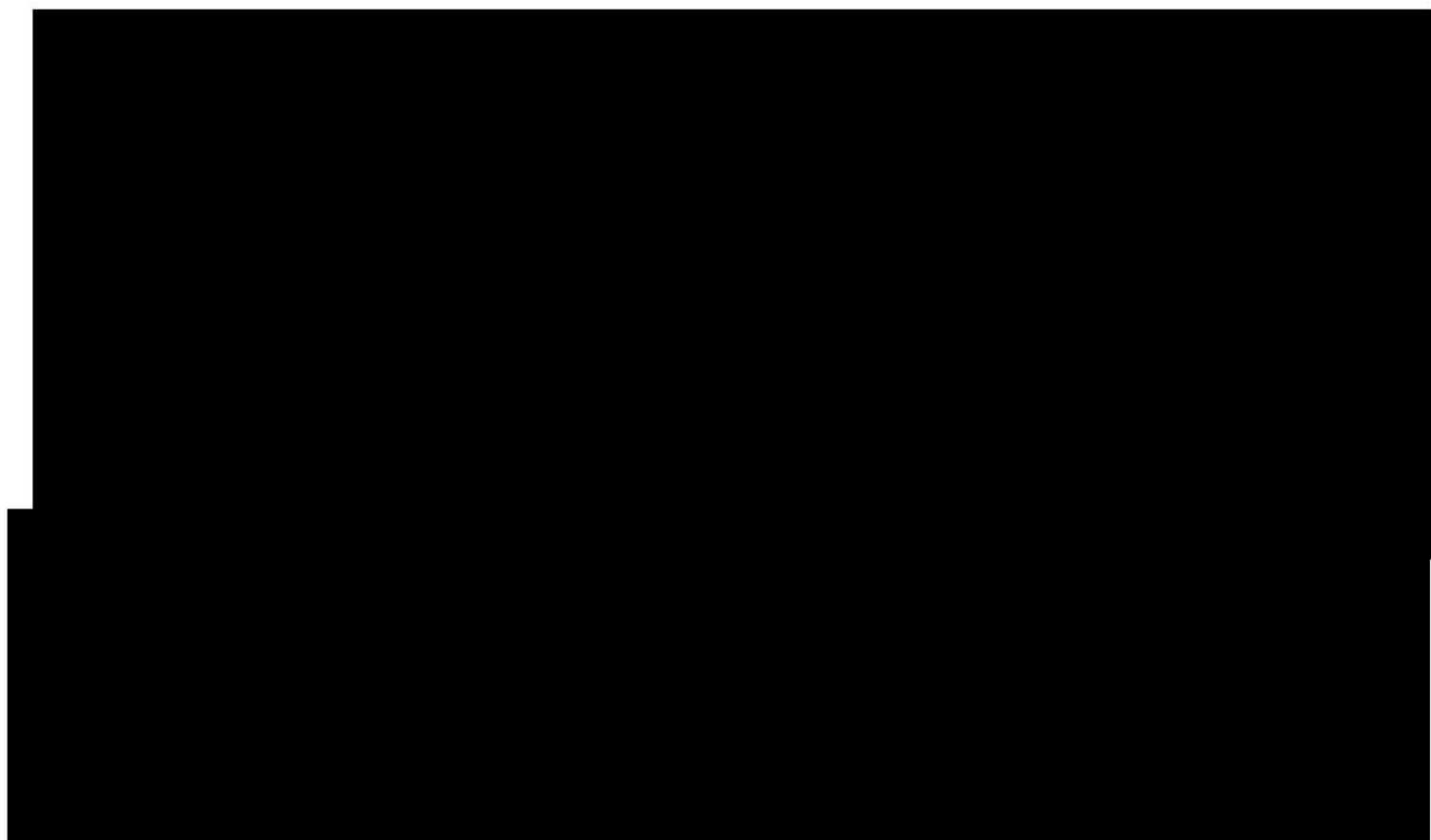
Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:	
Name of organisation		
Relationship to the Supplier completing these questions		
5.1	Are you able to provide parent company accounts if requested to at 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	<b>Technical and Professional Ability</b>
6.1	<p><b>Relevant experience and contract examples</b></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>

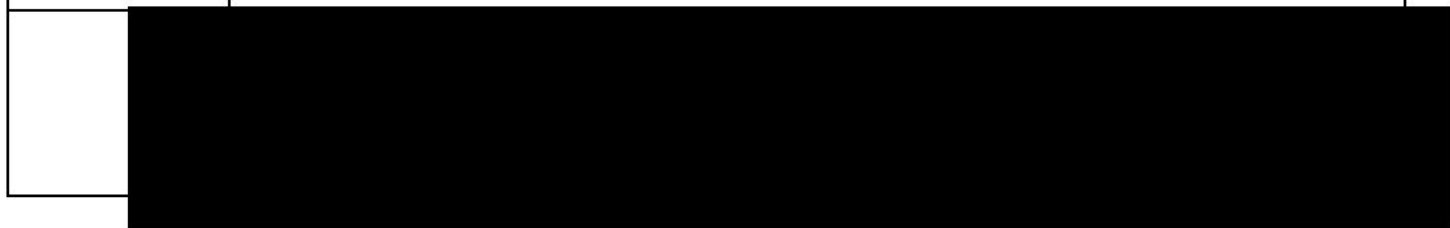




	<p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal 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>
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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>
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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6.3	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.

Section 7	<b>Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015</b>	
	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?	

### 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	
	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:	
	Employer's (Compulsory) Liability Insurance = £5 Million	
	Public Liability Insurance = £10 Million	
	*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.	

8.2	<b>Skills and Apprentices 4 –</b>	
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?	

<sup>4</sup> 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.	<p>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> <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 the this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial</p>	
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	<p>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?	

## 8.6 Climate Impact / Carbon Reduction Plans

The Council has declared a climate emergency and is committed to achieving ‘net-zero’ carbon impact by 2030. Procured goods, works and services make up a significant proportion of the Council’s total carbon footprint. It is therefore important that all contractors take steps to understand the carbon impact of the goods, works or services they provide and are able to set out how they will work with the Council to help us achieve ‘net-zero’.

1.	<p>Please certify if your organisation has a Carbon Reduction / Climate Impact / Environmental Policy or Plan that aims to reduce your carbon footprint over the term of this contract.</p> <p>If your answer to this question was “Yes” and you are successful in this tender, we may ask you to submit a copy of your policy or plan.</p>	
2.	Does your organisation use a recognised tool to generate Climate Impact Statements and report the climate impact of your operations?	









**DATED**

-----2022

**PROVISION OF INTERNAL AND EXTERNAL INSULATION MEASURES PART OF LOCAL  
AUTHORITY DELIVERY (LAD) AND HOME UPGRADE GRANT (HUG) SCHEMES**

**FUNDING AGREEMENT**

between

**SHROPSHIRE COUNCIL**

and

**[NAME OF RECIPIENT]**

**AGREEMENT REF: AMNV 017**

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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, in collaboration with Telford & Wrekin Council, has successfully secured Sustainable Warmth funding from the Secretary of State for Business, Energy and Industrial Strategy (BEIS) to be used for the Project and have entered into a Funding Arrangement having agreed to the terms set out in the MoU signed by the Authority on 18<sup>th</sup> November 2021, in order to receive the funding. The Sustainable Warmth funding is part of the Home Upgrade Grant Phase 1 and/or the Green Homes Grant: Local Authority Delivery Phase 3 originating from 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:** [XXXXXXX].<sup>1</sup>

**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 XX<sup>2</sup> Eligible Installations during the Initial Grant Period and any additional installations, as shall be notified to the Recipient, required to be delivered by the Recipient during the Extended Grant Period

**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 and PAS2030:2019 must be certified to PAS 2030:2019 and comply, and be able to evidence compliance, with both PAS2035 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

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<sup>1</sup> TBC

<sup>2</sup> TBC upon award of funding agreement

Households must be domestic dwellings with an EPC rating of D, E, F or G or be a Park Home where it can be demonstrated to be appropriate to deliver the Eligible Installations

**Eligible Installations:** means the categories of internal and external insulation installations listed in the Specification (Services) and which are carried out in accordance with the requirements of the Specification for each type of insulation installation as set out 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 1<sup>st</sup> April 2023 and expiring on 31<sup>st</sup> March 2024 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 grant agreement with Midland Energy Hub (MEH) signed 30<sup>th</sup> March 2021, the Memorandum of Understanding dated 18<sup>th</sup> November 2021 for the provision of funding for the Project made between BEIS and the Authority and the Grant agreement with MEH signed 21<sup>st</sup> March 2022 for the provision of funding for the Project to a maximum funding allocation of £2,882,778 (Two million eight hundred and eighty two thousand seven hundred and seventy eight pounds)

**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:** means the funding to be claimed by the Recipient in accordance with this Agreement towards the cost of each completed Eligible Installation up to a maximum amount of funding of (£XXX) (XXXXXX pounds) which (unless otherwise agreed in writing between the Authority and the Recipient) may be claimed by the Recipient during the Initial Grant Period

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

**HUG Schemes:** means Home Upgrade Grants

**Initial Grant Period:** the period for which the Grant is awarded starting on the Commencement Date and ending on 31st March 2023

**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:

**LADS:** Local Authority Delivery Schemes

**Park Home:** means a caravan used for residential purposes (not a holiday home) situated on a protected site within the meaning of the Mobile Homes Act 1983 and which retains an element of mobility which in the context of this Agreement means it must be capable of being moved from one location to another and is not fixed to the ground.

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

**Personnel** means all employees, agents, consultants, installers 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

**Retrofit Assessments (RFA):** means Whole House retrofit assessment carried out by an accredited energy assessor qualified under PAS2035. This provides the basis for the plans produced by the Retrofit Coordinator.

**Retrofit Plans:** means output of the Retrofit Coordinator, including the improvement option evaluation and medium-term improvement plan.

**Retrofit Coordinator:** means a qualified specialist retrofit project manager taking overall responsibility for overseeing the assessment, identification, specification and evaluation of energy efficiency measures for installation and their subsequent evaluation. To show compliance with Publicly available Standard 2035. They will be qualified to level 5 diploma in retrofit coordination and risk management.

**RSL:** means a not for profit, private organisation, registered as a social landlord further to the Housing Act 1996

**Services:** means the range of Eligible Installations, being the internal and external insulation measures, as set out and more particularly described in the Specification, that may be carried out by the Recipient in Eligible Households

**Specification:** means the description of the range of Eligible Installations and the standards to which the Eligible Installations are required to be undertaken as part of the Project as 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.

**Trustmark Data Warehouse and Property Hub:** means PAS2035 approved portal for the uploading and secure storage of data gather during the PAS2035 assessment process

**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 the Funding Arrangement (a summary of which will be provided to the Recipient for reference). 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 additional funding terms (copies of which will be provided to the Recipient)

### **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 Schedule 2.
- 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

### **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 Initial 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 a minimum of 30% of the Deliverables 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;
- (d) in such a way as to minimise the impacts on the environment wherever commercially viable to do so.
- (e) Subject to appropriate enforceable contractual terms and conditions between the Recipient and/or its Sub-Contractors and householders/landlords/RSLs (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 Eligible Installations as part of 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' 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 monthly review meetings 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 and granted rights to use its Intellectual Property Rights with respect

to that Intellectual Property 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 and 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 and granted rights to use its Intellectual Property Rights with respect to that Intellectual Property 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 and 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 additional 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 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's 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 effect 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 ten million pounds (£10,000,000) 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 Initial 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 one month's written notice. In the event of any such termination, the parties shall agree when such termination shall take effect to ensure ongoing 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 of the Initial Grant Period.
- 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**

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**

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 a variety of insulation installations being the following Eligible Installations which comprise the Services:

Internal Wall Insulation (IWI)

Room-in-Roof Insulation (RIR)

Flat Roof Insulation

Underfloor Insulation (UFI)

Loft Insulation (LI)

Park Home Insulation (PHI)

External Wall Insulation (EWI)

to xxx<sup>3</sup> properties during the Initial Grant Period to residential properties within Shropshire for which:

- 1.1. the Recipient has submitted a quote to the Authority for the Eligible Installations which it has stated it is able to deliver.
- 1.2. the Recipient agrees shall meet the requirements of the Specification; and
- 1.3. the Recipients quote for the Eligible 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 Sustainable Warmth scheme
- 1.5. Paragraphs 1.1, 1.2, 1.3 and 1.4 comprise the 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.

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<sup>3</sup> TBC upon award of funding agreement

## **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

1.6.1.18 Prior to commencement of an installation, the Recipient shall be required to enter into a contract for the installation of the Eligible Installations with either the landlord/RSL or an Eligible Householder (or their authorised representative) and/or any other person authorised to agree to the installation of the insulation measure. The terms of the contract between the Recipient and the landlord/RSL/Eligible Householder shall include, as a minimum, that:

- i) the installations of the Eligible Installations are carried out in accordance with good industry practice;
- ii) that the specification of the works to be carried out mirror the requirements of the relevant Eligible Installation(s) specification set out in this Specification;
- iii) the Recipient shall comply with all statutory and regulatory body requirements relating to the installation of the Eligible Installations;
- iv) the householder's rights under the Consumer Protection Act 2015 are protected
- v) the Authority is fully indemnified 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 or its Sub-Contractors in relation to the works ;

1.6.2. Undertaking installations in accordance with any delivery plan as shall be agreed and updated from time to time throughout the term of this Agreement;

1.6.3. Where the Recipient delivers Eligible Installations into private-rented properties (which includes RSL 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;

1.6.4. 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 the Eligible Installations. Payment of any Grant (or as may be applicable, Additional Grant) will be made based on completed installations during each monthly period per Eligible Installation delivered to owner occupied residential properties. Private landlords/RSLs will be responsible for making a financial contribution of 1/3 of the total cost of completed Eligible Installation to their property ("landlord's contribution") which will be paid directly to the Recipient.

- 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 at least **XX**<sup>4</sup> Eligible Installations as part of the Authority's Sustainable Warmth programme by 31<sup>st</sup> March 2023

Overview: The Authority in partnership with Telford & Wrekin Council, has secured Sustainable Warmth funding to install a number of energy efficiency measures to homes across the county of Shropshire. The Sustainable Warmth 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 is requires the delivery of a range of internal home insulation measures to **approximately** 300 households across Shropshire. The Authority is seeking high quality, contractor(s) that have all relevant accreditations including Trustmark and PAS2030:19 and PAS2035. 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 comprehensive training and support package including quality assurance on any completed installs by local sub-contractors.

Installations shall commence from **xxx**<sup>5</sup> 2022 to end of March 2023 with a potential extension to the end of March 2024 should the Authority be successful in obtaining further funding via Sustainable Warmth Competition schemes.

### 2.2 Scope of Works

The Project will be delivered across Shropshire during the Initial Grant Period. In total **XXX** <sup>6</sup>Eligible Installations are to be funded by the Grant during the Initial Grant Period. The Authority is working to identify area-based schemes to benefit from economies of scale alongside an 'open offer' to qualifying residents.

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

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<sup>4</sup> TBC upon award of funding agreement

<sup>5</sup> TBC

<sup>6</sup> TBC upon award of funding agreement

the UK's commitment to net zero by 2050. Measures will be delivered across all tenures.

The Authority anticipates that 10% of the initial 300 households to receive measures to be within the private rented sector. Private landlords/RSLs 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/RSLs 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 provide a monthly declaration. For each property, this will include;

- Total cost of works
- Whether ECO 3/4 funding is available and the amount
- Any insulation measures required
- Funding route chosen (e.g ECO 3/4 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 (KSW) and Telford Energy Advice (TEA). .

This will include but is not limited to

- Promoting the Sustainable Warmth schemes (in partnership with the Authority and Telford & Wrekin Council)
- Identifying qualifying residents for the Sustainable Warmth schemes, and referring them to the Recipient
- Processing Energy Company Obligation, Local Authority Flexible Eligibility scheme 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 a minimum of 30% 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. Agreed payment for additional works outside of the scope of an Eligible Installation must be by separate negotiation and contractual terms between the Recipient and the Eligible Householder

Private landlords/RSLs who own property which is considered to be eligible for the installation of Eligible Installations must provide at least 33% contribution ("landlord's contribution") towards the cost of the works to their properties. 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**

### **2.5.1 Internal Wall Insulation Specification**

#### **Introduction**

Where walls are identified for the installation of internal wall insulation (IWI) the Recipient is to install internal solid wall insulation as specified below. Where external solid wall insulation (EWI) is to be applied to adjoining walls or sections of walls, the EWI and IWI must overlap horizontally by at least 400 mm, in order to minimise or eliminate thermal bridging.

Works are to be installed in accordance with Guide to Best Practice: Internal Wall Insulation published by the Department for Business, Energy and Industrial Strategy (London, September 2021) <https://www.gov.uk/government/publications/retrofit-internal-wall-insulation-best-practice>. For any technical or process queries, this guide should be seen as the primary reference document.

## Pre-Installation

A pre-installation inspection is to be carried out by an assessor trained and approved by the Recipient or by a specialist Installer of IWI in conjunction with an Accredited Retrofit Coordinator. The assessment is to include

- Assessment of whether the external walls are of vapour permeable construction (i.e. porous brickwork with lime mortar and lime plaster) or vapour sealed (i.e. with gypsum plaster or sand-cement render).
- A check of whether there is sufficient space for IWI to be installed without compromising access or circulation within the property.
- Measurement of the dimensions of the external walls, including heights and openings.
- Identification of services such as electricity, TV, telephone and broadband cables and equipment, sockets and switches, radiators, gas pipework, electricity and gas meters, lights, brackets, etc. that will have to be removed or repositioned prior to the installation of IWI and subsequently re-fixed, reconnected and made good.
- Assessment of how the IWI can be connected or overlapped with existing or proposed insulation in adjacent elements (other exposed walls, roofs and exposed floors) in order to minimise thermal bridging and preserve airtightness at junctions.
- A record of any condensation or mould on internal wall surfaces, and assessment of any treatment required prior to the installation of IWI.
- A record of the external condition of the walls, identifying any defects in brickwork pointing or render finishes, and the need for any remedial work required prior to the installation of IWI.
- A record of any evident structural defects (e.g. cracks, bulges) and assessment of their causes and of the remedial work required before installation of IWI.
- A record of any evident rising or penetrating damp, and assessment of its causes and of the remedial work and drying out required before the installation of IWI.
- A record of any external efflorescence (lime bloom), or if efflorescence has been treated a check that the masonry has dried out sufficiently.
- A record of any existing movement joints that shall be taken account of in the design of the IWI.

A written report of the survey is to be supplied to the appointed Retrofit Coordinator. Once the pre installation survey has been completed, a design (drawings and specification) is to be prepared and submitted to the Retrofit Coordinator for review. The design shall comply with the guidance in A Bristolians' Guide to Solid Wall Insulation (Bristol City Council 2015), as endorsed by the Department for Business,



Energy and Industrial Strategy (BEIS) and the Sustainable Traditional Buildings Alliance (STBA). The design requirements are:

- The specified walls are to be insulated to achieve a thermal transmittance (***U value***) of ***approximately 0.60 W/m<sup>2</sup>K, with maximum insulation thickness of 80 mm***. U values are to be calculated in accordance with BS EN ISO 6946:2007 and BRE report BR443, and copies of the U value calculations are to be supplied to the Retrofit Coordinator.
- Only vapour permeable ('moisture open') insulation materials, adhesives and finishes may be used. These materials are compatible with traditionally constructed buildings and have greater capacity for moisture absorbance and drying than moisture closed, impermeable systems, thus reducing the risk of interstitial condensation and mould growth.

The IWI approaches to be installed include;

1. Installation of wood fibre board with an integral mineral layer to help control moisture, e.g. NBT Pavadry or NBT Pavadentro as supplied by Natural Building Technologies (part of Soprema UK), of Witham, Essex, or equivalent products of equal thermal and moisture performance. The NBT Dry Lined Internal Wall Insulation System supplied by Natural Building Technologies is preferred, but the Recipient may propose the use of other systems that provide equal thermal and moisture performance.

The NBT system referred to above comprises: a minimum 5 mm thick layer of absorbent lime plaster applied to the prepared existing wall; an insulation layer of Pavadry tongued-and-grooved wood fibre board with an integral mineral layer; Pavafix 60 mm wide sealing tape for external corners, joints and edges; and an internal finishing layer of gypsum plasterboard or Fermacell board. The system is to be installed strictly in accordance with the supplier's instructions and recommendations.

2. Installation of the Matilda's Blanket IWI system (or equivalent system), comprising rigid polyisocyanurate (PIR) boards with a composite foil facing on both sides bonded to Rigidur H gypsum fibreboard on one side and Glasroc Multiboard F on the other. The Matilda's Blanket system is provided by Matilda's Planet, Pennyroyal Court, Station Road, Tring, Hertfordshire, HP23 5QY ([www.matildasplanet.org](http://www.matildasplanet.org)). If this option is adopted, the supplier is to confirm prior to installation that the floor is suitable for insulation by this method, and the insulation is to be installed by Matilda's Planet Ltd approved installers and strictly in accordance with Matilda's Planet Ltd recommendations and instructions.
- In locations where the thickness of the insulation is limited (e.g. window and door cills, soffits and reveals, or beside narrow stairways) high performance vapour permeable insulation (e.g. NBT Reveal Board or plasterboard-faced aerogel board) shall be used.
  - All IWI must be continuous (to eliminate thermal bridging) and airtight (to eliminate the possibility of warm moist air getting behind the insulation)

layer, causing condensation and mould growth). These requirements are critical and must be given detailed attention in the design.

- In order to minimise thermal bridging, the IWI must connect to or overlap with existing or proposed roof insulation at eaves, gables and verges, as appropriate. Connection of the two insulation elements (or provision for connection) is preferred, but if connection is not practical an overlap of at least 400 mm is required. This is consistent with the guidance in Building Regulations Approved Document L1B (2013), because significant technical risk is associated with greater thicknesses of IWI installed in existing dwellings to achieve lower U values such as 0.30 W/m<sup>2</sup>K.
- In order to minimise thermal bridging and reduce condensation risk, the IWI must connect with any existing or proposed ground floor insulation.
- At junctions of the insulated external wall with party walls or with internal masonry partitions, in order to minimise thermal bridging, the IWI must be returned along party walls and along both sides of internal masonry partitions for a distance of at least 400 mm.
- Where the existing windows and external doors are to be replaced, this work must be carried out at the same time as the IWI installation, and the Recipients will be required to cooperate as necessary.
- The insulation applied to window and external door cills, reveals and soffits shall overlap the new or existing window frames by at least 10 mm (allowing sufficient clearance for window opening).
- As part of the installation process, electric power sockets and switches, and radiators located on the external wall, shall all be re-located on to adjacent internal or party walls, as far as possible, in order to maintain the integrity of the air barrier. Where this is not possible, fixings through the IWI (e.g. for radiator brackets) are to be through timber blocks placed in the insulation layer, and pipework must run only on the warm side of the insulation, not through it. Wiring penetrations are to be minimised and are to be sealed with mastic at the back of the backbox; metal backboxes are to be replaced with plastic ones.

The drawings and specification must include:

- The type of IWI system to be used. Only systems certified by the British Board of Agrément (BBA) as suitable for use as internal solid wall insulation are acceptable, and a copy of the BBA certificate for the proposed system is to be supplied to the appointed Retrofit Coordinator.
- Confirmation that only vapour permeable materials are to be used.
- Details of how the IWI will connect or overlap with existing or proposed roof insulation at eaves and verges and with existing or proposed floor insulation.

- Details of how the windows will be dealt with, and how the IWI will be configured around door and window openings (including soffits, reveals and cills).
- Details of how services such as electricity, TV, telephone and broadband cables power outlet sockets and switches, electricity and gas meters, lights, etc., will be dealt with.

### **Installation of Internal Solid Wall Insulation**

Installation of IWI must be carried out by an Installer trained and approved by the holder of the BBA certificate for the IWI system.

The installer must:

- Undertake to comply with the installation procedures specified by the holder of the BBA certificate;
- Employ operatives trained and approved by the holder of the BBA certificate, working in teams each containing a foreman and at least one in three operatives trained by the holder of the BBA certificate; and
- Be subject to at least one inspection per year (including unannounced inspections) by the holder of the BBA certificate to confirm that suitable site practices are being employed.

IWI installations are to be strictly in accordance with the designs reviewed by the Retrofit Coordinator, and with the suppliers' instructions and recommendations. The installation process is to consist of preparatory work, including removal of any existing wallpaper and any oil-based paint finishes, followed by installation of the internal wall insulation system in accordance with the approved design.

### **Post Installation Requirements**

- Make good all areas where works have been undertaken and finishes disturbed.
- Reinstate all/any items moved in order to undertake the works, ensuring they are in the same condition and location as they were prior to works;
- Complete any final reports or assessments to be provided to Building Control as appropriate;
- Confirm that required works within this specific element have been completed and that a revised EPC Survey has been undertaken and lodged,
- Complete and confirm all revised final testing required to be undertaken in accordance with submitted design;
- Complete and confirm that all works undertaken within this specific element have been successfully lodged into the Trustmark Data Warehouse and Property Hub.

- Compile all product guarantees, warranties and other documentation into a final Handover Pack.

### **Provision of Guarantee**

Within thirty days of the completion of the installation, the Recipient is to provide the Retrofit Coordinator, the Eligible Householder/landlord/RSL and the Sustainable Warmth Project Team with a guarantee certificate issued by a recognised guarantee agency (e.g. Kinnell ECO). The guarantee is to be valid for twenty-five years from the date of installation, and the certificate is to include the full address of the dwelling. The Recipient is also to provide the Eligible Householder/landlord/RSL, The Sustainable Warmth Project Team and Retrofit Coordinator with a copy of the supplier's ten-year product warranty for the IWI system.

### **2.5.2 Room-in-Roof Insulation (RIR) Specification**

RIR is an Eligible Measure under this scheme and the requirements for Installation are as detailed in PAS 2030:2019.

RIRI will be achieved through a combination of separate Energy Efficiency Measures (EEMs) and works are to be completed in accordance with these EEMs. As a minimum to install RIRI under this scheme, an installer must be certified for pitched roof insulation (PAS2030:19 - B10).

Depending on the premises, they will also need certification to one or more of the following PAS2030:19 annexes:

- Internal Wall Insulation (B8)
- Draught Proofing (B2)
- Floor Insulation (B6)
- Loft Insulation (B9)
- Flat Roof Insulation (B5)
- Cavity Wall Insulation (B1)

Works are to be installed in accordance with Guide to Best Practice: Retrofit Room in Roof Insulation published by the Department for Business, Energy and Industrial Strategy (London, January 2022) <https://www.gov.uk/government/publications/room-in-roof-insulation-riri-best-practice> . For any technical or process queries, this guide should be seen as the primary reference document.

### **2.5.3 Flat Roof Insulation Specification (FRI)**

#### **Introduction**

Where flat roofs are required to be insulated, they are to become 'warm deck' roofs (i.e. with insulation placed above the structural deck). Any insulation beneath the deck (i.e. within the void above the ceiling) is to be removed, and the ceiling is to be made good. Any existing rainwater goods should also be removed.

#### **Pre-Installation**

A pre-installation inspection is to be carried out by an assessor trained and approved by the Recipient. This survey should;

- Confirm that the roof is suitable for insulation by this method and identify any defects that require repair before the installation of the insulation.
- Confirm the construction type of the existing roof.
- Establish the type, thickness, location and condition of existing insulation.
- Assess the severity of any condensation (and associated mould or rot)
- Identify any access constraints.

### Installation of Flat Roof Installation

The existing roof finishes are to be removed to expose the roof deck, and any wet, damaged or rotted areas of the deck are to be replaced. A new waterproof membrane is to be fixed on top of the deck. The membrane must extend at least 200 mm up any abutting external wall of the house, and at least 200 mm down the external wall of the flat roofed area and sealed to those walls. In both such cases, this must be completed before any subsequent external wall insulation (EWI) is fixed.

If EWI is proposed, the roof is to be extended at the edges to cover the top of the EWI, supported by short timber joists of the same depth as the insulation, fixed into the roof deck. Timber firings are also to be fixed to ensure that the finished roof will drain correctly away from the house.

The roof is to be insulated with an appropriate thickness of rigid insulation board (extruded polystyrene EPS, extruded expanded polystyrene XPS, Polyisocyanurate PIR or Polyurethane PU) to achieve a **U value not exceeding 0.11 W/m<sup>2</sup>K**. The U value of the roof is to be calculated in accordance with BS EN ISO 6946: 2007 and BRE report BR443, and a copy of the U value calculation is to be supplied to the appointed Retrofit Coordinator.

A new waterproof finishing membrane is to be fixed above the insulation and dressed down the face of new timber fascia boards and into new rainwater guttering. If the existing roof deck is in poor condition it may be more appropriate and economical to replace the whole deck, using new plywood. The extended eaves are to completely cover the top edge of any EWI, and not allow rainwater to penetrate behind the EWI. At any abutment, a 150 mm high x 85 mm thick block of insulation is to be fixed to the wall, and the waterproof finishing membrane is to be dressed over it and sealed to the wall, before any EWI is fixed above it.

### Post Installation Requirements

- Make good all areas where works have been undertaken and where any finishes have been disturbed.
- Reinstate any items moved in order to undertake the works, ensuring they are in the same condition and location as they were prior to the commencement of works.
- Finalise any final reports / assessments that are required to be provided to Building Control as appropriate;

- Confirm that specified works have been completed and that a revised EPC Survey has been undertaken;
- Complete and confirm all revised final testing required to be undertaken in accordance with submitted design;
- Confirm that all works undertaken have been successfully lodged onto the Trustmark Data Warehouse and Property Hub. PAS2035 approved portal for the uploading and secure storage of data gather during the PAS2035 assessment process
- Prepare all product guarantees, warranties and other documentation into a Handover Pack.

## **2.5.4 Underfloor Insulation (UFI) Specification (Suspended Timber Floors)**

### **Introduction**

Where dwellings are identified as suitable for the insulation of suspended timber floors, the work is to be carried out strictly in accordance with Guide to Best Practice: Retrofit Floor Insulation – Suspended Timber Floors published by the Department for Business, Energy and Industrial Strategy (London, July 2020)

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/898872/suspended-timber-floors-underfloor-insulation-best-practice.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/898872/suspended-timber-floors-underfloor-insulation-best-practice.pdf).

For any technical or process queries, this guide should be seen as the primary reference document.

In addition, the Recipient will:

1. Carry out a pre-installation inspection
2. Expose floors to assess requirements and existing condition.
3. Define the work required to insulate the exposed floor(s) in the dwelling properly and provide designs in accordance with Manufacturer's recommendations and standard details or developed by their designer for review by the appointed Retrofit Coordinator.
4. Submit notices as required by Building Control.
5. Install floor insulation in accordance with the approved designs and notify the appointed Retrofit Coordinator the works are ongoing to allow ad-hoc inspections if required.

### **Pre-Installation**

The pre-installation assessment is to be carried out by an assessor trained and approved by the Recipient. This assessment should;

- confirm the type of floor construction(s), including whether or not the floor(s) are solid or suspended (whilst recognising that some dwellings may have floors of multiple construction type);
- establish the type, thickness, location and condition of any existing insulation;
- identify any services located in the floor void (e.g. radiator pipes, water pipes)
- establish how the floor void is currently ventilated;
- assess the severity of any condensation (and associated mould or rot);
- identify any specific access constraints;
- assess the extent to which residents' property needs to be cleared (and replaced post install) before the insulation can be installed

A written proforma report of every assessment is to be supplied to the appointed Retrofit Coordinator

Floors with the following characteristics shall be recorded as not suitable for the installation of floor insulation:

- Suspended floors with at least 150 mm thickness of existing mineral wool quilt insulation (or the equivalent thickness of another insulation material) laid between the floor joists over the whole floor area, without gaps and in good condition.
- Suspended floors where there is evidence of condensation, mould growth, excessive damage or timber rot in the floor void.
- Suspended floors for which there is no provision for cross ventilation of the floor void by outside air and no possibility of installing suitable cross ventilation.

## Design

On completion of each assessment, the Recipient is to prepare a design for the installation of floor insulation in each dwelling in accordance with manufacturer's recommendations and standard details or developed by their designer, and submit it for approval by the appointed Retrofit Coordinator. The design is to identify the type of floor to be insulated, the insulation option proposed (see below), the materials and products to be used and the floor U value that will be achieved.

## Installation of Suspended Floors

The scope of work to be carried out is to be defined separately for each dwelling following the assessment, and agreed with the appointed Retrofit Coordinator, subject to the following requirements:

1. All suitable floors are to be insulated to achieve a **maximum thermal transmittance (U value) of 0.25 W/m<sup>2</sup>K**, or with at least 150 mm thickness of mineral fibre quilt (placed between the floor joists), or with the thermally equivalent thickness of another insulation material.

2. Where there is existing insulation in poor condition (i.e. disturbed, damaged, damp or not covering the whole of the floor area) it is to be removed and replaced with new insulation to achieve the required standard.
3. The floor void must be adequately ventilated: existing under-floor ventilation must be maintained and not blocked by new insulation material; ventilators and airbricks are to be inspected and cleared if necessary.
4. Where the floor void is not cross-ventilated (i.e. from one side to the other) new ventilators or airbricks are to be installed below the floor level to facilitate adequate cross ventilation equivalent to that provided by a continuous 10 mm wide gap along the exposed perimeter.
5. Insulation material is to be placed in such a way that cold air (from outside or from the floor void) cannot penetrate to the warm side of the insulation through gaps, joints, beside timber joists, at floor-wall junctions, etc.
6. Existing radiator pipework is to be removed from the cold floor void, as far as possible, and re-routed on the warm side of the insulation. Existing electrical wiring is not to be encased in insulation material and must be re-routed on the warm side of the insulation. Existing gas and water supply pipes may remain in the floor void beneath the insulation; points of penetration into the house, through the insulated floor, are to be sealed with tape and/or expanding polyurethane foam.
7. Suspended floors are to be insulated using one of the three options specified below. For options 1 and 2, furniture (including fitted furniture), kitchen and bathroom fittings, floor finishes and skirting boards are to be removed and stored safely, floorboards are to be lifted (and numbered so that they can be re-fitted in the same arrangement). When the insulation has been installed the floorboards are to be re-fixed (using screws, not nails) in the original arrangement, the skirtings are to be replaced and made good, and the floor finishes, furniture and fittings are to be replaced. This work is not necessary if option 3 is adopted.

The floor insulation methods are:

1. Fix a continuous vapour permeable membrane over and between the floor joists, stapled to the lower sides of the joists and stretched between them to form 'pockets' between each pair of joists and of the full depth of the joists. Overlap all joints in the membrane by at least 150mm, and tape them securely. Turn the edges of the membrane up the wall to a level that will be behind the skirting boards, cut back the plaster, tape the edges of the membrane to the wall substrate and make good. Fill the pockets with mineral wool batts (fitted tightly to eliminate air spaces) or with loose cellulose fibre insulation. Ensure that the pockets are fully filled with insulation, and that any small gaps around the edges of the floor are insulated in a similar way. Fix a polythene membrane across the top of the joists and insulation to form an air and moisture barrier; overlap all joints in the membrane by at least 150mm and tape them; tape the edges of the membrane to the wall behind the skirting boards. Re-fix the floorboards as specified above.
2. Fix timber battens beneath the floor joists, at right angles to and at the same spacing as the joists, to support rigid insulation boards. Cut rigid polyurethane, polyisocyanurate or phenolic foam insulation boards to fit



between the joists. The insulation boards must be of sufficient thickness to achieve the required thermal performance (as specified above). Seal the joints between insulation boards and the gaps between the insulation boards and the joists with continuous beads of expanding polyurethane foam. Ensure that any small gaps around the edges of the floor are insulated and sealed in a similar way. Fix a polythene membrane across the top of the joists and insulation to form an air and moisture barrier; overlap all joints in the membrane by at least 150 mm and tape them; tape the edges of the membrane to the wall behind the skirting boards. Re-fix the floorboards as specified above.

3. Insulate the floor from below, using sprayed polyurethane foam insulation of thickness to achieve the required thermal performance (as specified above) applied by a robot inserted into the floor void, using the Q-bot system provided by Q-Bot Limited, of Block G, Riverside Business Centre, Bendon Valley, Wandsworth, London, SW18 4UQ, UK ([www.q-bot.co](http://www.q-bot.co)). A survey robot is to be inserted to survey the floor void prior to the installation of the insulation; the robots are to be inserted through holes created by temporary removal of airbricks, or of small areas of brickwork. If this option is adopted, the supplier is to confirm prior to installation that the floor is suitable for insulation by this method, and the insulation is to be installed by Q-Bot Limited's approved installers and strictly in accordance with Q-Bot Limited's recommendations and instructions.

### **Post Installation Requirements**

- Make good all areas where works have been undertaken and finishes disturbed.
- Reinstate all/any items moved in order to undertake the works, ensuring they are in the same condition and location as they were prior to works;
- Complete any final reports or assessments to be provided to Building Control as appropriate;
- Confirm that required works within this specific element have been completed and that a revised EPC Survey has been completed and lodged.
- Complete and confirm all revised final testing required to be undertaken in accordance with submitted design;
- Complete and confirm that all works undertaken within this specific element have been successfully lodged onto the Trustmark Data Warehouse and Property Hub;
- Compile all product guarantees, warranties and other documentation into a Handover Pack.

## **2.5.5 Loft Insulation (LI)**

### **Introduction**

Where lofts are required to be insulated, a pre-installation assessment is to be carried out and the extent of the work to be determined. Existing insulation is to be removed and replaced as per the below specification.

## Pre-Installation

Where loft insulation is required, the Recipient is to carry out a pre-installation inspection and define the scope of work required to insulate the loft properly. Where deemed necessary for loft hatch widening, the Recipient to provide costs for increasing the size of a loft hatch to allow the installation to occur. Costs should include; rafter trimming and battening out to form new opening; new loft hatch (complete with insulation and draught-proofing as below); and suitable trim/architrave to complete surround. All new timber in living facing areas should be at least primed and undercoated to match existing. It is not anticipated that these works will require top-coating or touching up to surrounding ceiling areas.

The pre-installation survey is to be carried out by an assessor trained and approved by the Recipient. The survey will:

- confirm the type of roof construction (including whether there are trusses or trussed rafters)
- establish the type, thickness, location and condition of any existing insulation
- identify any services located in the loft (e.g. wiring, lighting, water tanks)
- establish how the loft is currently ventilated
- assess the presence and severity of any condensation, mould or rot.
- understand any access constraints
- identify whether the existing loft hatch is insulated and or draught stripped

## Installation of Loft Insulation

A written report of the survey is to be supplied to the appointed Retrofit Coordinator. The scope of work to be carried out is then to be reviewed with the appointed Retrofit Coordinator, subject to the following requirements:

- Lofts are to be insulated to achieve a maximum thermal transmittance (**U value**) of **0.11 W/m<sup>2</sup>K**, with at least 300 mm thickness of mineral fibre quilt (placed between and over the ceiling joists); the U value is to be calculated in accordance with BS EN ISO 6946: 2007 and BRE report BR443, and a copy of the U value calculation is to be supplied to the appointed Retrofit Coordinator
- Where there is existing insulation in poor condition (i.e. disturbed, damaged or not covering the whole of the loft area) it is to be removed and replaced with new insulation to achieve the required standard.

- Where there is existing insulation in good condition additional insulation is to be added in order to bring thermal performance of the construction up to the required standard.
- Where the roof structure consists of simple rafters (possibly supported on purlins), new insulation is to consist of mineral fibre quilt in two layers, placed between the ceiling joists (to the full depth of the joists) and over the ceiling joists (at right angles to the direction of span) to achieve the required U value, and covering the whole of the loft area.
- Where the roof structure consists of timber trussed rafters with braces connected to ties at ceiling level, quilt insulation is not to be used, and a loose insulant (e.g. blown mineral fibre, or vermiculite) is to be used instead. Care is to be taken to ensure that the insulation is evenly distributed across the loft space, to the required thickness, and does not block any fixed ventilation at the eaves or in gable walls.
- Insulated loft spaces must be adequately ventilated in accordance with PAS2030:19 and PAS2035: existing eaves ventilation equivalent to a continuous 25 mm wide gap is to be maintained on two opposite sides of the loft, and not blocked by new insulation material (install proprietary plastic ventilation trays if necessary); existing tile ventilators, ridge ventilators and airbricks are to be inspected and cleared if necessary.
- If a loft space cannot be cross-ventilated (i.e. from one side to the other at eaves level) new tile ventilators or ridge ventilators are to be installed to facilitate adequate cross ventilation equivalent to that provided by a continuous 25 mm wide gap at eaves level.
- Insulation material is to be placed in such a way that cold air (from outside or from inside the loft) cannot penetrate to the warm side of the insulation through gaps, joints between rolls of material, beside timber joists, at party-wall junctions or at the eaves.
- Where water tanks are located in the loft, insulation is not to be placed beneath them; the sides and tops of tanks, and all associated pipework, are to be carefully insulated with an appropriate closely fitted insulating material which connects with the loft insulation, in accordance with the guidance in the BRE Guide Thermal insulation: avoiding risks (mineral wool quilt shall be turned up the sides of the tanks to make the connection).
- Electrical wiring running in the loft space must not be buried beneath insulation; it must be disconnected, realigned to run on the cold side of the insulation, reconnected and tested; points where wiring penetrates through the insulation layer are to be carefully sealed to eliminate air leakage.
- Any recessed lighting fittings located in the ceiling (serving the rooms below) are to be boxed in plywood with 50 mm clear space all around each fitting, to separate them from the overlaid insulation.
- A timber storage platform is to be provided above the insulation, supported by legs or blocks fixed to the joists below (an approved proprietary platform

product may be used); the platform shall be at least 6 m<sup>2</sup> in area and located adjacent to the loft hatch.

- Where the loft hatch is not already insulated, fix rigid plastic foam insulation to the top of the hatch, of a thickness sufficient to provide thermal performance equivalent to that of the adjacent loft insulation (approximately 150 mm thick).
- Where the loft hatch is not already draught-proofed, install draught-proofing and ensure that the hatch has a catch that forces the hatch to compress the seal when it is closed.

## **Post Installation Requirements**

- Make good all areas where works have been undertaken and finishes disturbed.
- Reinstate all/any items moved in order to undertake the works, ensuring they are in the same condition and location as they were prior to works;
- Complete any final reports or assessments to be provided to Building Control as appropriate;
- Confirm that required works within this specific element have been completed and that a revised EPC Survey has been completed and lodged;
- Complete and confirm all revised final testing required to be undertaken in accordance with submitted design;
- Complete and confirm that all works undertaken within this specific element have been successfully lodged onto the Trustmark Data Warehouse and Property Hub;
- Compile all product guarantees, warranties and other documentation into a Handover Pack.

## **2.5.6 Park Home Insulation (PHI)**

### **Introduction**

Where park homes are to be insulated externally, these must be in accordance with PAS2030:19 B13 and BS6362:2015. Where there is a conflict, preference should be given to BS6362:2015. The Recipient (and/or its sub-contracted installer) must specifically hold the required B13 certification for working on Park Homes.

### **Pre-Installation**

A pre-installation inspection is to be carried out by an assessor trained and approved by the Recipient or by the specialist installer of Park Home Insulation.

The pre-installation survey should;

- confirm the type of construction of the park home to be treated , including the type of substrate used within the construction
- establish the type, thickness, location and condition of any existing insulation
- identify any services, that may need removing before works and replacing thereafter (e.g. water pipes, satellite dishes, washing lines)
- establish how the Park Home roof is currently insulated and any ventilation issues.
- establish how the Park Home floor is currently insulated and any ventilation issues.
- assess the presence and severity of any condensation, mould or rot, including moisture reading where appropriate
- understand any access constraints

The pre-install assessment must also include contact with the local authority's Planning Department to establish whether planning permission is required for the installation of the PHI.

### **Installation of PHI**

A written report of the survey is to be supplied to the appointed Retrofit Coordinator.

The insulation system being installed, must be an approved and harmonised system accredited by BBA, BRE or ETA (certification required). A copy of the BBA certificate for the proposed system is to be supplied to the Retrofit Coordinator

The insulation system to be installed must meet Fire Safety EuroClass A1 / non-combustible.

Following works, the minimum distance between individual Park Home units, of at least 6 metres, must be preserved.

The Recipient and/or its installer must:

- Undertake to comply with the installation procedures specified by the holder of the BBA/BRE or ETA certificate
- Employ operatives trained and approved by the holder of the BBA/BRE or ETA certificate, working in teams each containing at least one operative trained by the holder of the relevant certificate

- Be subject to at least one inspection per year (including unannounced inspections) by the holder of the relevant certificate to confirm that suitable site practices are being employed.

### **Post Installation Requirements**

- Make good all areas where works have been undertaken and finishes disturbed
- Reinstate all/any items moved in order to undertake the works, ensuring they are in the same condition and location as they were prior to the commencement of works
- Complete any final reports or assessments to be provided to Building Control, as appropriate
- Confirm that required works within this specific element have been completed and that a revised EPC survey can now be undertaken
- Complete and confirm all revised final testing required to be undertaken in accordance with the submitted design
- Complete and confirm that all works undertaken within this specific element have been successfully lodged onto the Trustmark Data Warehouse and Property Hub;
- Compile all product guarantees, warranties and other documentation into a Handover Pack.

### **Provision of Guarantee**

Within thirty days of the completion of each installation, the Recipient is to provide the Retrofit Coordinator and the Sustainable Warmth Project Team (SWPT) with an Independent Insurance guarantee certificate (such as SWIGA) for each dwelling that has been insulated. The guarantee is to be valid for twenty-five years from the date of installation, and the certificate is required to include the full address of the dwelling.

## **2.5.7 External Wall Insulation (EWI)**

### **Introduction**

Where the external walls of dwellings are identified for the installation of external solid wall insulation (EWI) the Recipient is to install EWI as specified below. Where internal wall insulation (IWI) is to be applied to adjoining walls or sections of walls, the IWI and EWI must overlap horizontally by at least 400 mm, in order to minimise thermal bridging.

### **Pre-Installation**

A pre-installation inspection is to be carried out by an assessor trained and approved by the Recipient or by the specialist Installer of the EWI, in conjunction with a Retrofit Coordinator.

The assessment is to include:

- Contact with the local authority's Planning Department to establish whether planning permission is required for installation of EWI<sup>2</sup>.

<sup>2</sup> External wall insulation is Permitted Development for planning purposes, provided that the external appearance of the building is not changed; otherwise planning permission is required; planning permission is always required if the building is Listed as of Special Architectural or Historic Interest or is located in a Conservation Area or an Area of Outstanding Natural Beauty or is part of a World Heritage Site.

- Assessment of whether the existing dwelling shall be classified as 'vulnerable' (i.e. it was constructed prior to 1919) and whether the external walls are of vapour permeable construction (i.e. porous brickwork with lime mortar and lime plaster) or vapour sealed (i.e. with gypsum plaster or cement render).
- A check of whether there is sufficient space for EWI to be installed (both space for the EWI system and for access for installation and subsequent maintenance). This is particularly important where the external walls are located close to property boundaries.
- Measurement of the dimensions of the external walls, including heights and openings; and a line and level survey to determine if a dubbing out or a levelling coat is required before EWI can be installed.
- A record of any architectural features or details that shall be preserved or repositioned or replicated within or on the EWI.
- Identification of attachments to the walls such as gates/fences, sheds, clothes lines, trellises and satellite dishes, which will have to be removed prior to installation of EWI and subsequently re-fixed and made good.
- Identification of any vines, creepers or adjacent soft landscaping that will have to be disturbed during the installation of EWI and subsequently made good, or permanently removed.
- Identification of services such as electricity, TV, telephone and broadband cables and equipment, gas or oil pipe work, electricity and gas meters, lights, rainwater goods, brackets, etc. that will have to be removed or repositioned prior to the installation of EWI and subsequently re-fixed, reconnected and made good.
- Assessment of how the EWI can be connected or overlapped with proposed insulation in adjacent elements (other exposed walls, roofs and

exposed floors) in order to minimise thermal bridging and preserve airtightness at the junctions.

- A record of;
  - any evident structural defects (e.g. cracks, bulges) and assessment of their causes and of the remedial work required before installation of EWI.
  - any evident rising or penetrating damp, and assessment of its causes and of the remedial work and drying out required before the installation of EWI.
  - any existing movement joints that shall be taken account of in the design of the EWI.
  - the positions of damp proof courses that shall be taken account of in the design of the EWI.
  - any moss, lichen or mould on wall surfaces, and assessment of any treatment required prior to the installation of EWI.
  - any efflorescence (lime bloom), or if efflorescence has been treated a check that the masonry has dried out sufficiently.
- Testing of the walls to establish acceptable pull-out loads so that EWI fixing types and spacing can be determined

A written report of the survey is to be supplied to the Retrofit Coordinator and the SWPT, as part of the work sign-off process. Where it is determined that planning permission or Listed Building Consent is required for the installation of EWI, this is to be reported to Retrofit Coordinator and SWPT and no installation work is to be carried out until the required consent has been obtained. Once the pre installation survey has been completed, an EWI design (drawings and specifications) are to be prepared and submitted to the Retrofit Coordinator and the SWPT for approval. The design requirements are:

- Only non-combustible and vapour permeable insulation materials (e.g. mineral fibre), adhesives and finishes may be used; the maximum thickness of the insulation is 110 mm and the insulated external walls are to have thermal transmittances (U values) not exceeding 0.30 W/m<sup>2</sup>K. U values are to be calculated in accordance with BS EN ISO 6946: 2017 and BRE report BR443 (2019), and copies of the U value calculations are to be supplied to the Retrofit Coordinator and SWPT.
- Insulation is to be fixed to the existing walls with adhesive and with mechanical fixings.



In locations where the thickness of the insulation is limited (e.g. window and door cills, soffits and reveals, alongside narrow alleyways or where a wall is very close to a property boundary), high performance insulation (e.g. polyurethane board or aerogel board) shall be used

EWI is to be finished with through-coloured thin-coat (5 mm) acrylic or silicate render (both are vapour permeable) on appropriate scrim and basecoat layers.

All EWI must be continuous (to eliminate thermal bridging), air-tight (to eliminate the possibility of cold external air getting behind the insulation layer, causing thermal by-pass) and water-tight (to eliminate the possibility of rainwater penetrating into or behind the insulation). Exposed edges of the insulation layer must be protected by adequate overhangs, overlaps, seals, flashings or extended cills, as appropriate.

Metal fittings (fixings, trays, beads, etc.) are not to be used, because they introduce unacceptable thermal bridges. Only plastic fittings are acceptable. Fixings through the EWI (for rainwater downpipes, satellite dishes, etc.) are to be through plastic blocks placed in the insulation layer.

In order to minimise thermal bridging, the EWI must connect or overlap with the existing or proposed roof insulation at eaves, gables and verges, as appropriate. Connection of the two insulation elements is preferred, but if connection is not practical an overlap of at least 400 mm is required.

Where the existing eaves overhang is inadequate to protect the top of the insulation, the eaves roof construction and finishes shall be extended over the top of the insulation. Similarly, where the overhangs at gable verges are inadequate to protect the top of the insulation, gable ladders shall be constructed and the roof finishes extended. These arrangements will also facilitate connection of the EWI with pitched roof insulation.

In order to minimise thermal bridging, the EWI must not terminate above the level of the damp proof course (dpc). The dpc is to be preserved through the EWI layer, and waterproof insulation (e.g. expanded extruded polystyrene, XPS) is to be used below dpc level. The EWI must overlap with the proposed ground floor insulation by at least 400 mm. Note that this will usually involve ground works and subsequent making good.

Any new windows or external doors that are included in the energy efficiency measures to be installed are to be located in the plane of the wall insulation, and the internal finishes are to be made good. Any new windows or external doors are to be installed before the EWI installation, and the Recipient will be required to coordinate (in accordance with Appendix 2.1.3).

New windows and external doors are to be supported in the plane of the insulation by minimum 50 mm x 50 mm timber battens around the entire perimeter of the openings, fixed to the walls and sealed with tape. Windows are then to be fixed and sealed to the battens, and the EWI shall overlap the window frames by at least 10 mm (subject to there being sufficient clearance for window opening).

The drawings and specification must include:

- The type of EWI system to be used. Only ETICS (External Thermal Insulation Composite Systems) certified by the British Board of Agrément (BBA) as suitable for use as external wall insulation are acceptable, and a copy of the BBA certificate for the proposed system is to be supplied to the Retrofit Coordinator and the SWPT.
- Confirmation of whether the proposed EWI system includes vapour permeable or vapour closed materials.
- Construction details showing how the EWI will connect or overlap with any existing or proposed roof insulation at eaves and verges, and how the top of the EWI will be protected.
- Construction details showing how the EWI will connect or overlap with any existing or proposed floor insulation, including details of the type of insulation to be used below the damp proof course and below ground level, and how the ground adjacent to the building will be made good.
- Construction details of how the new windows and external doors will be fixed, and how the EWI will be configured around door and window openings (including soffits, reveals and cills) and at copings, abutments, etc.
- Details of how services such as electricity, TV, telephone and broadband cables and equipment, satellite dishes, gas or oil pipes, electricity and gas meters, lights, rainwater goods, brackets, etc. will be dealt with.
- The type and pattern of fixings.
- The types and locations of fittings (trays, beads, trims and flashings)
- The positions of starter tracks and render beads, and the positions and amounts of reinforcement scrim, corner mesh and scrim patches to be used at corners and around openings.
- The types and locations of weather seals and sealants.
- The types and positions of dpcs.
- The types and positions of fire barriers (if required).
- The locations of any movement joints and details of how they will be carried through the EWI layer.
- Details of how attachments such as gates, fences and satellite dishes will be dealt with.

## Installation of EWI

Installation of EWI must be carried out by an approved Installer recommended or recognised by the holder of the BBA for the ETICS.

The installer must:

- Undertake to comply with the installation procedures specified by the holder of the BBA certificate
- Employ operatives trained and approved by the holder of the BBA certificate, working in teams each containing at least one operative trained by the holder of the BBA certificate
- Be subject to at least one inspection per year (including unannounced inspections) by the holder of the BBA certificate to confirm that suitable site practices are being employed.

EWI installations are to be strictly in accordance with the designs reviewed by the Retrofit Coordinator and the SWPT and be consistent with the guidance in *Best Practice Guide: External Wall Insulation*, published by the Insulated Render and Cladding Association (INCA) in 2015.

(<https://jrmp12t1z5gzqpmv2vjf0mqh-wpengine.netdna-ssl.com/wp-content/uploads/2016/09/Best-Practice-Guide-Final.pdf>)

EWI must not be installed in conditions where the temperature is below 5°C or above 25°C.

Before EWI is installed, the existing wall surfaces shall be cleaned by brushing and/or power-washing with mild detergent solution, as appropriate, then allowed to dry out completely. EWI shall only be applied to walls that are clean and completely dry.

Where the walls have existing rendered finishes, and the render is in poor condition, the render shall be removed using a hammer drill. Areas of loose render shall also be hammer tested and removed locally. Any small rendered areas that have been removed shall be made good with either sand and cement or a proprietary render repair system, before the EWI is installed.

Insulation boards shall be fixed to walls with 100% coverage of adhesive applied with a notched trowel to produce an adhesive coat between 2mm and 5mm in thickness. A minimum of four mechanical fixings shall be used per square metre of wall, unless a greater fixing frequency is specified in the design or the BBA certificate.

Insulation boards shall be arranged so that vertical joints are staggered and boards are overlapped at building corners; the edges of boards must be butted tightly together; all joints and gaps shall be filled with strips of insulation and/or with expanding polyurethane foam sealant, as appropriate, before the render coats are applied.

Insulation boards, once fixed and sealed, shall be allowed to stabilise before basecoats, scrim and render finishes are applied.

All rendering is to be in accordance with the BBA certificate for the ETICS and with BS EN 13914-1 (2016). Rendering shall only be carried out when the weather is fine and free from rain. The base render shall be applied in two coats, incorporate a scrim reinforcement layer between them and be completed by a finishing coat. Particular attention shall be paid to thickness and to allowing adequate curing time after the application of each layer. Render finishes must be protected from rapid drying and shall not be applied to elevations that are in direct sunlight or where the substrate is hot, or in high winds.

During breaks in the work (e.g. at weekends or during inclement weather) unfinished EWI shall be protected by opaque tarpaulin or nylon-reinforced polythene temporarily restrained to the structure or scaffolding. Any insulation material that becomes wet must be cut out and replaced.

### **Post Installation Requirements**

- Make good all areas where works have been undertaken and finishes disturbed
- Reinstate all/any items moved in order to undertake the works, ensuring they are in the same condition and location as they were prior to the commencement of works
- Complete any final reports or assessments to be provided to Building Control, as appropriate
- Confirm that required works within this specific element have been completed and that a revised EPC survey can now be undertaken
- Complete and confirm all revised final testing required to be undertaken in accordance with the submitted design
- Complete and confirm that all works undertaken within this specific element have been successfully lodged onto the Trustmark Data Warehouse and Property Hub;
- Compile all product guarantees, warranties and other documentation into a Handover Pack.

### **Provision of Guarantee**

Within thirty days of the completion of each installation, the Recipient is to provide the Retrofit Coordinator and the SWPT with a guarantee certificate issued by the Solid Wall Insulation Guarantee Agency (SWIGA) for each dwelling that has been insulated. The guarantee is to be valid for twenty-five years from the date of installation, and the certificate is required to include the full address of the dwelling.

## **Finishes**

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 Recipient (or its appointed Sub-Contractor) and the householders/homeowners 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 Recipient 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 should notify the Customer Journey Partner at the earliest possible opportunity. The Authority will work with the Recipient and the Customer Journey Partner to assist the householder.

It is the responsibility of the Recipient 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 should nominate a member of staff with the required skills and experience to deal with residents in a helpful and empathetic manner.

The Recipient will be 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. The name, address and phone number of the main installer and any sub-contractors involved in the installation.

- iii. Details of the guarantee period and the service that can be expected and proof of guarantee lodgement.
- iv. An office hours' phone number, including details of level of service on that number.
- v. Maintenance information

The Recipient will supply the Authority with an electronic version of the Handover Pack for each property.

### **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 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 3<sup>rd</sup> of each month (or earlier if 3<sup>rd</sup> is a none working day)

## Schedule 2 - Payment Mechanism

### Section 1 – Payment Mechanism Eligible Installations

Amount of Grant Payable	Date of Payment
Up to <b>£25,000</b> or as per individual property quote per completed Eligible Installations for owner occupied properties dependent upon the EPC rating and existing heating fuel used per property	Monthly claim submission
Up to 2/3 of the cost of each completed Eligible Installations at each of the private rented properties	Monthly claim submission

#### Eligible Installation 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.

## **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:

<b>"Data Controller", "Data Processor", "Data Subject" and "Processing"</b>	shall have the meaning given to those terms in the Data Protection Legislation, and <b>"Process"</b> and <b>"Processed"</b> shall be construed accordingly.
<b>"Data Protection Legislation"</b>	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;
<b>"Data Processing Particulars"</b>	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.
<b>"Data Subject Request"</b>	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;
<b>"Good Industry Practice"</b>	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;

<b>"ICO"</b>	means the UK Information Commissioner's Office, or any successor or replacement body from time to time;
<b>"ICO Correspondence"</b>	means any correspondence or communication (whether written or verbal) from the ICO;
<b>"Losses"</b>	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;
<b>"Personal Data"</b>	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> ));
<b>"Personal Data Breach"</b>	has the meaning set out in the Data Protection Legislation and for the avoidance of doubt, includes a breach of Paragraph 2.2.46;
<b>"Restricted Country"</b>	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).
<b>"Sensitive Personal Data"</b>	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.
<b>"Third Party Request"</b>	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**

<b>The subject matter and duration of the processing</b>	<p>The Processing of Personal Data relates to the provision of energy efficiency measures including the Eligible Installations to be provided to individuals across Shropshire in the Initial Grant Period and 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 Initial Grant Period unless the Agreement is extended for a further period of one year (as set out in the Agreement) whereupon the Processing shall continue until 31st March 2024 subject to this Agreement being terminated earlier in accordance with its terms.</p>
<b>The nature and purpose of the processing</b>	<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"> <li>• contact residents within Shropshire to arrange and manage the installation of the energy saving measures;</li> <li>• provide information to Sub-Contractors working on its behalf to undertake installation services.</li> </ul> <p>The Authority as a Data Controller will Process Personal Data provided by the Recipient to:</p> <ul style="list-style-type: none"> <li>• confirm the eligibility of each household to receive funding for energy saving measures provided under this Agreement;</li> <li>• report to funders on this Agreement</li> <li>• provide for an evaluation of the Project</li> </ul>

	which may be carried out by an external body to be determined.
<b>The type of personal data being processed</b>	<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  Contact details (phone number, email address)  Address  Date of birth  Health information  Benefit information  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  Contact details (phone number, email address)  Address  Date of birth  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>
<b>The categories of Data Subjects</b>	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.



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

.....  
Authorised Signatory

**Tim Collard** – Interim Assistant Director  
Legal & Democratic Services  
**Helen Powell** – Legal Services Manager  
**Miranda Garrard** – Democratic and  
Elections Manager

EXECUTED as a DEED  
By **XXXXXXXXXXXXXXXXXXXX**  
acting by and under the signature of:  
**XXXXXXXXXXXXXXXXXXXX** (**Director**) in the  
presence of:

.....  
Director

Witness

Name: .....

Address: .....

.....

Occupation: .....



Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 7<sup>th</sup> July 2022  
My Ref: AMNV 017  
Your Ref: AMNV 017

Dear Bidder

**AMNV 017 - PROVISION OF INTERNAL INSULATION MEASURES UNDER LAD AND HOME UPGRADE GRANT SCHEMES**

LOT 1 - INTERNAL WALL INSULATION (IWI)  
LOT 2 - ROOM-IN-ROOF INSULATION (RIR)  
LOT 3 - FLAT ROOF INSULATION (FRI)  
LOT 5 - LOFT INSULATION (LI)  
LOT 6 - PARK HOME INSULATION (PHI)  
LOT 7 - EXTERNAL WALL INSULATION (EWI)

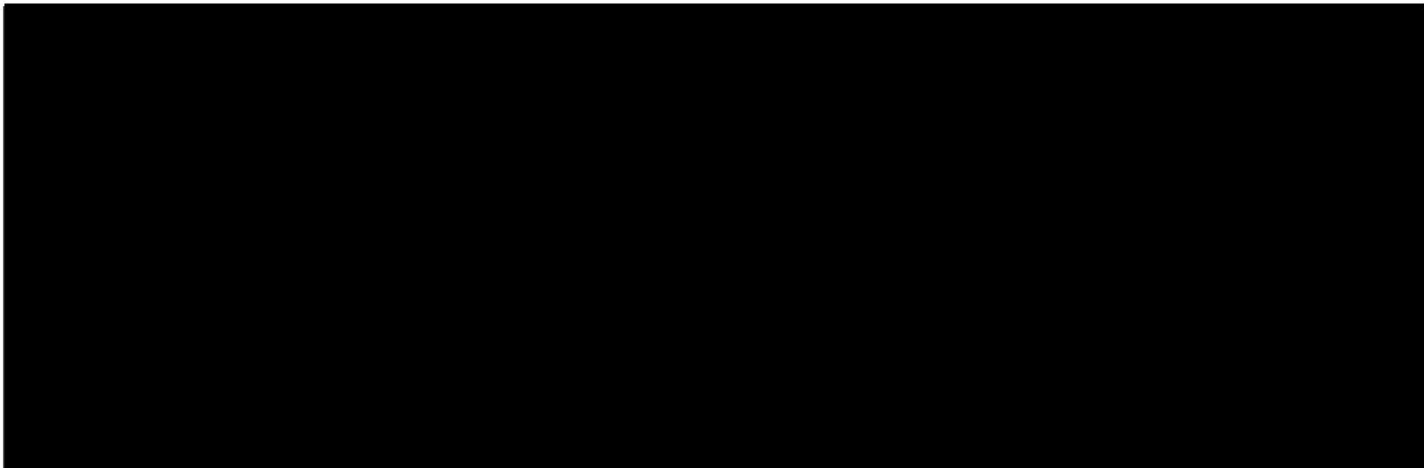
**SHROPSHIRE COUNCIL**

**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 Contracts.

A mandatory standstill period is now in force pursuant to the Regulations; this period will end at midnight on 18th July 2022. Shropshire Council will not enter the proposed contract before this date.



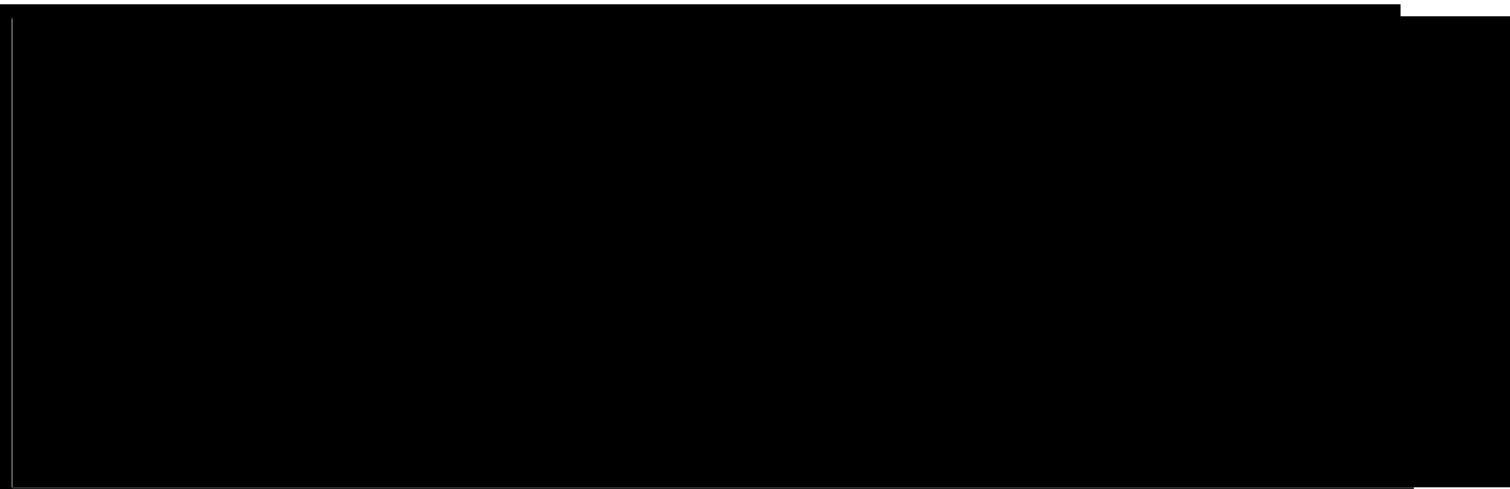




[REDACTED]

[REDACTED]







Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 7<sup>th</sup> July 2022  
My Ref: AMNV 017  
Your Ref: AMNV 017

Dear Bidder

**AMNV 017 - PROVISION OF INTERNAL INSULATION MEASURES UNDER LAD AND HOME UPGRADE GRANT SCHEMES**

**LOT 4 - UNDERFLOOR INSULATION (UFI)**



**SHROPSHIRE COUNCIL**

**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.

A mandatory standstill period is now in force pursuant to the Regulations; this period will end at midnight on 18th July 2022. Shropshire Council will not enter the proposed contract before this date.



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



[Redacted content]

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[Redacted content]

[Redacted content]

[Redacted content]



S

