DPS SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

Attn: REDACTED

AECOM LTD

Aldgate Tower

2 Leman Street

London

E1 8FA

Dear REDACTED

Letter of Appointment

This letter of Appointment is issued in accordance with the provisions of the DPS Agreement RM6018 between CCS and the Supplier dated 16/02/18.

Capitalised terms and expressions used in this letter have the same meanings as in the Contract Terms unless the context otherwise requires.

Order Number:	CCSN18A22
From:	Ministry of Housing, Communities & Local Government ("Customer")
To:	AECOM LTD ("Supplier")

Effective Date:	13/03/19
Expiry Date:	End date of Initial Period 12/03/21 End date of Maximum Extension Period 12/03/22 Minimum written notice to Supplier in respect of extension: 4 weeks

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by the Customer's Project Specification attached at Annex A and the Supplier's Proposal attached at Annex B.

Key Individuals:	**Customer:**

	REDACTED
[Guarantor(s)]	N/A

Contract Charges (including any applicable discount(s), but excluding VAT):	Day Rates: REDACTED Day=8 hours These rates will be held firm for the length of the contract and any extensions to it. Rates will be used to price for all ad-hoc requirements which shall not exceed the budget of £152,000. Day rates submitted within the Supplier's pricing schedule shall include travel, subsistence, lodging and related expenses as per the Terms and Conditions of RM6018 Research Marketplace. Capped Costs: REDACTED The breakdown in costs will also be used to benchmark costs for the any similar ad-hoc requirements throughout the life of the contract. PAYMENT The total contract value (exc. VAT) shall be £601,865.00 including all extension options, this includes £449,865.00 for the known work tendered for, and £152,000.00 for ad-hoc work using the Supplier's day rates Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
Insurance Requirements	Please refer to Framework RM6018 Research Marketplace Dynamic Purchasing System terms and conditions.
Customer billing address for invoicing:	REDACTED

Alternative and/or additional provisions (including Schedule 6 (Additional clauses)):	N/A

FORMATION OF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Supplier agrees to enter a Contract with the Customer to provide the Services in accordance with the terms of this letter and the Contract Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Contract Terms.

The Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Supplier within two (2) Working Days from such receipt

For and on behalf of the Supplier:		**For and on behalf of the Customer:**
Name and Title:	REDACTED	Name and Title: REDACTED
Signature:		Signature:
Date:		Date:

ANNEX A

Customer Project Specification

Issued on 06/02/2019, an extract of which can be seen below.

1. Definitions

Expression or Acronym	Definition
The Customer	The Ministry of Housing, Communities and Local Government
NZEBs	Means nearly zero energy buildings.
EPBD	Means Energy Performance of Buildings Directive.
Part L	Part L of the Building Regulations: Conservation of Fuel and Power
Part F	Part F of the Building Regulations: Ventilation
BRAC	Building Regulations Advisory Committee
BRE	Building Research Establishment
SAP	Standard Assessment Procedure
SBEM	Simplified Building Energy Model

2. Scope of requirement

2.1 In Scope:

2.1.1 Technical consultancy services for overheating in new homes, Part L, and Part F
2.1.2 Technical modelling for overheating in new homes, Part L, and Part F
2.1.3 Economic analysis for overheating in new homes, Part L, and Part F
2.1.4 Public consultation support
2.1.5 Technical input into guidance
2.1.6 Production of impact assessments

2.2 Out of Scope:

2.2.1 National calculation methodologies
2.2.2 Work on electric vehicle charging points
2.2.3 Drafting Approved Documents

3. Project objectives

3.1 This section sets out the Customer's main objectives for the review. The Supplier's role in achieving these objectives is set out in subsequent sections.

3.2 Part L (conservation of fuel and power) objectives

3.2.1 The key objectives of this part of the project are to consult and make changes to Part L of the Building Regulations, where the evidence suggests it is cost effective, affordable and safe to do so, in order:

i. to change the whole building minimum energy performance target:
   - from CO_2 emissions to Primary Energy (PE), in accordance with the EPBD 2018;
   - to re-calibrate the partial relaxation (fuel factors) for new homes to reflect the change to PE, a rapidly decarbonising grid and the intention to phase out high carbon fossil fuels from new homes; and
   - to add or remove supplementary targets as required.

ii. for new buildings, to deliver nearly zero-energy buildings (NZEBs) by January 2021, corresponding with projected EPBD cost-optimal levels, through:
   - the minimum standard of whole building energy performance;
   - limiting fabric standards; and
   - limiting efficiencies of fixed building services.

iii. to improve minimum energy efficiency standards for existing buildings, through:
   - further improvements to elemental standards;
   - limiting efficiencies of fixed building services; and
   - requiring further controls or other measures when building services are replaced

iv. to align minimum standards for new buildings to support the trajectory towards halving energy use in new buildings by 2030.

v. to future-proof new buildings ready for low carbon heating systems in new homes as promised in the Clean Growth Strategy.

vi. to improve compliance with Part L and reduce the gap between design and as-built performance. This could be done through:
   - considering the role of accredited construction details in evaluating building performance; and
   - improvements to reporting arrangements in SAP and SBEM and information flow and declarations between builders, energy assessors and building control bodies.

vii. to ensure that the consequences of energy efficiency improvements to existing buildings and tougher requirements on new and existing buildings brought about as part of this review are appropriately considered with respect to the impacts on health, safety and sustainability (including climate change adaptation).

viii. to transpose into Part L the 2018 revisions to the EPBD, where relevant.

ix. to adopt the most recent version of the National Calculation Methods:
   - The Government's Standard Assessment Procedure for Energy Rating of Dwellings Version 10 (SAP10);
   - Updating SBEM to reflect technology developments and to improve its scientific integrity and usability.

3.3 Part F (Ventilation) objectives

3.3.1 The key objectives of this part of the project are to consult and make changes to Part F of the Building Regulations, where the evidence suggests it is cost effective, affordable and safe to do so, in order:

i. to simplify the approach for determining the ventilation rate and system design requirements for a dwelling, which could include:
   - Implementing a single-tier approach not related to the air tightness of the building.
   - Setting the free area for background ventilation by room end-use rather than the complex whole-house calculation.

ii. to recalibrate ventilation rates to reflect the latest evidence and guidance on indoor air quality, particularly:
   - WHO guidance on maximum pollutant concentrations;
   - Updated guidance on moisture production sources (BS 5250)
   - Updated external references for non-domestic buildings.

iii. to review guidance for ventilation provision when work is carried out on existing dwellings, including:
   - retrofit work that makes a building more airtight;
   - clarifying provisions for basements and loft conversions.

iv. to review whether the four systems for new homes currently detailed in ADF are still typical and broadly representative of common design practices, and:
   - whether any should be removed or refined; or
   - whether any new systems should be added, including those that could be retrofitted into existing homes.

v. to review guidance designed to reduce noise from centralised and decentralised ventilation systems.

vi. to bring guidance designed to reduce the ingress of external air pollutants into the main body of the Approved Document, and to review its technical content.

vii. to simplify the structure and content of guidance relating to Part F.

viii. to consider how window coverings affect trickle ventilation and if:
   - a reduction factor should be applied to account for any effect; or
   - guidance for wall vents should be provided instead.

ix. to explore options for in-situ measurement of ventilation performance in naturally ventilated homes.

3.4 Airtightness objectives

3.4.1 Airtightness is encouraged through Part L, and has a clear relationship with Part F. The Customer intends to review the approach to air tightness in the following areas:

i. Reviewing the approved air tightness testing scheme methodology

ii. Reviewing the way in which the guidance and National Calculation Methodologies encourage air tightness through carbon emission incentives.

iii. Exploring the potential that uncertainty of air permeability test results may be recognised in the energy calculation, and reducing the incentive to rely on less robust measures (e.g. liquid sealants) to achieve the target air permeability.

iv. Exploring the potential for alternative testing methods or alternative approaches to demonstrating compliance with guidance on air tightness.

3.5 Overheating objectives

3.5.1 The key objectives of this part of the project are to account for overheating risk in new homes though the Building Regulations. It should be risk oriented, therefore could be a standard based on a heat-map or an optional standard triggered through the planning system. This could be done:

i. Using:
   - the existing legal vires of Part L for conserving fuel and power for air conditioning and Part F for providing adequate means of ventilation; or
   - new legal vires for preventing high indoor temperatures in buildings.

ii. The methods of:
   - the existing SAP appendix P framework; or
   - a risk assessment method based on the outcomes of the research into new homes; or
   - an option to use dynamic thermal simulation and CIBSE TM59.

4. The Requirement

4.1 The Supplier's objectives

4.1.1 For all types of building within the scope of Part L, airtightness testing and Part F, for both new buildings and work to existing buildings, the Supplier shall provide:

- Technical analysis on changes to standards and advice on different options;
- Cost benefit analysis on changes to standards for both consultation and the final publication - this should carried out in accordance with the HMT Green Book methodology and relevant supplementary guidance;
- Economic analysis of the impact of the regulation on house build costs, this will be provided to the Customer to produce internal housing viability assessments;
- Technical consultancy on specific issues within the scope of this project;
- Technical input to draft and final statutory guidance to support new regulation.

4.1.2 For the introduction of requirements to reduce overheating risk in new homes only, the Supplier shall provide:

- Technical analysis where required in addition to existing research;
- Cost benefit analysis on changes to standards for both consultation and the final publication, incorporating the cost benefit analysis carried out during the Customer's commissioned research project - this should carried out in

accordance with the HMT Green Book methodology and relevant supplementary guidance;
- Economic analysis of the impact of the regulation on house build costs, this will be provided to the Customer to produce internal housing viability assessments;
- Technical consultancy on specific issues;
- Technical input to draft and final statutory guidance to support new regulation.

4.2 Collaborative working

4.2.1 The Supplier shall undertake collaborative work with the Customer. This collaborative work will be similar to the work set out in the rest of 4.1. The purpose is to allow some flexibility throughout the contract allowing the Customer and the Supplier to react to emerging matters and changing priorities throughout the contract.

4.3 The project has been split into 4 phases:

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Note: all materials should be prepared at least six weeks in advance of both the consultation date and the date for final implementation

Phase 1: Pre-consultation analysis and options development

4.4 During this first phase, the Customer needs to develop robust proposals (in discussion with industry) for formal consultation in REDACTED. The work will include the following key tasks, all of which cover both domestic and non-domestic buildings. REDACTED

4.5 Part L (conservation of fuel and power) technical work

4.5.1 The Supplier shall build a series of energy models, using up-to-date inputs, to quantify and assess the impact of proposed changes to the Part L standards and methodologies on both primary energy and CO_2 emissions. The Supplier shall be provided with up-to-date primary energy factors, carbon emissions per unit of energy and energy costs. The Supplier shall collect cost and performance evidence from sources such as industry, academia and government. Based on the energy models built by the Supplier and up-to-date costs the Supplier will produce a cost-benefit analysis and consultation stage impact assessment (see 'all strands of work'), in accordance with HMT Green Book methodology.

4.5.2 The Supplier shall consider a range of options for each of the Part L review objectives e.g. for minimum energy performance targets options of none, moderate and major uplifts could be considered.

4.5.3 The modelling should consider both individual effects of each change to Part L (e.g. the change to Primary Energy), and the combined effects of several or all of the changes (e.g. the change to Primary Energy + an uplift in minimum energy performance target). This modelling shall also consider

how the evidence developed for the Future Think Piece could shape Part L standards.

4.5.4 The Customer will provide the models and results from previous contract work carried out for the previous Part L (2013) review and the 2018 Cost Optimal study prior to the start of the work, and will expect this to be taken into account in development of further proposals. This work also includes models (the IPR of which is owned by the Customer) which the Supplier can use and develop.

4.5.5 Work to develop the national calculation methodology tools (SAP for domestic and SBEM for non-domestic) is being handled under separate contracts. The Supplier shall work closely with these contractors on the software development project to factor emerging changes into the modelling, even if the new software has not been finalised.

Deliver options for 2020 target primary energy, target CO_2 factor (All new buildings).

4.5.6 For **new homes**, the modelling by the Supplier shall deliver options for a range of uplifts to these targets depending on home type. The principal metric for expressing the target will be based on primary energy in accordance with Annex I of the amended EPBD[1]. The Customer will provide a set of Primary Energy Factors, including two or three options for the grid-electricity primary energy factor. These should be tested to determine the optimal factor to use for Part L compliance purposes, in accordance with the amended EPBD.

4.5.7 The Supplier shall also develop an option for a secondary (e.g. CO_2 or cost) target to be used alongside the primary energy factor, if this is deemed necessary to avoid unintended outcomes of a switch to primary energy (e.g. high carbon or high cost fuels becoming attractive). The Customer will provide a set of CO_2 factors.

4.5.8 The Supplier should also consider the removal of the fabric energy efficiency target, if the fabric is sufficiently efficient through the use of the Primary Energy Target and the limiting fabric parameters.

4.5.9 The primary energy and CO_2 targets will be relative to a notional dwelling of the same shape and size (current Part L approach) but the Supplier should also develop an option for introducing a 'form factor' for the least efficient building geometry types.

4.5.10 The Supplier shall be expected to build upon the analysis from the cost-optimal building energy modelling and economic modelling produced through a previous contract let by the Customer. This work was produced in accordance with the European Commission's requirements for reporting

[1] Directive (EU) 2018/844 of the European Parliament and of the Council of 30 May 2018 amending Directive 2010/31/EU on the energy performance of buildings

against the cost optimal standard in the Energy Performance of Buildings Directive.

4.5.11 For **new non-domestic buildings**, the modelling and analysis will include all of the work streams as required for dwellings, including expressing the target in primary energy, and the option for a parallel CO_2 target. In addition, the ranges for energy standards uplifts will be differentiated by building type, using a building typology developed for previous technical work.

4.5.12 This work will need to build upon previous work which looked at extending the scope of the energy uses covered by the regulations (e.g. lifts and escalators).

4.5.13 The Supplier's modelling for new non-domestic buildings will consider options for moving to a single specification for the notional building, rather than the 'concurrent notional building' approach used in Part L 2013.

Develop options for limiting parameters (All buildings)

4.5.14 The Supplier shall develop options for uplifts to limiting fabric parameters and limiting service efficiencies for new and existing buildings, including cost-benefit analysis of options. Work on services efficiencies should consider whole systems (e.g. including controls) as well as individual elements, and should consider the interface with other energy efficiency regulations such as the Energy Efficiency Directive[2].

Develop a future think-piece (All new buildings).

4.5.15 The government is committed to the Industrial Strategy Clean Growth mission – to at least halve the energy usage of new buildings, both commercial and residential, by 2030. The aim is to deliver the mission through measures that:

- create demand, through a package of measures potentially including regulation, and encouraging consumer led demand; and
- reduce the cost of technologies needed through support for innovation.

4.5.16 Over time it is expected that increased demand and deployment will bring down costs of building 'mission standard' buildings through improved supply chain co-ordination and economies of scale. Equally the transition towards modern methods of construction, which the government is supporting through the construction sector deal[3], is thought to have the

[2] Directive 2012/27/EU of the European Parliament and of the Council of 25 October 2012 on energy efficiency, incorporating amendments as appropriate

[3] https://www.gov.uk/government/publications/construction-sector-deal

potential to reduce construction costs and times, whilst enabling higher 'as designed' performance through more precise digital and off-site methods.

4.5.17 The Supplier shall develop analysis that will allow the Customer to consider what role Part L uplifts should play, within a broader package of measures, towards the mission goal of halving energy use of new buildings by 2030.

4.5.18 The Supplier shall develop simple projections of the future cost effectiveness of a range of individual energy efficiency measures (e.g. insulation, glazing, heating systems) and whole building design up to 2030. The list of energy efficiency measures to be considered shall be agreed between the Supplier, the Customer and BEIS.

4.5.19 The Supplier shall collect evidence from industry and other sources as appropriate, to produce analysis on the potential for a range of trajectory options to bring down costs. This should include but is not limited to the effect of economies of scale, supply chain co-ordination, learning rates, and the ongoing transition in the construction sector towards modern methods of construction (MMC) such as off-site that has the potential to deliver buildings that are more affordable, quicker to build and of higher quality.

4.5.20 The Supplier shall also explore the degree to which different trajectory options may accelerate the transition from traditional to modern construction methods (i.e. because higher standards are easier to deliver in a SMART, off-site setting), and what wider benefits this might create in terms of build costs and speeding up construction times. Using these projections, and this wider analysis, the Supplier shall develop a simple indicative model of the potential trajectory for domestic and non-domestic Building Regulations performance standards to 2030, incorporating the options for the 2020 step.

4.5.21 Within this work the Supplier shall produce a number of options for future proofing buildings for low carbon heat, and produce a cost-benefit analysis of installing these features in the 2020 revision. This could include options ranging from larger emitters, space for a hot water tank, or installing low-carbon heat now.

4.6 Part F technical work

4.6.1 The Customer has recently undertaken a research project into ventilation of new homes. The Supplier shall take into account the findings of the research project, which will be provided, and any other relevant evidence as identified by the Supplier.

<u>Deliver recalculated ventilation rates (All new buildings).</u>

4.6.2 The Supplier shall recalibrate the performance-based ventilation standards in Approved Document F, and the assumptions used in applying performance criteria, based on the latest evidence (e.g. WHO indoor pollutant limits).

Provide revised technical standards for new homes

4.6.3 The Supplier shall review the existing systems guidance in Approved Document F, and provide a view to the Customer on the appropriateness of the systems included, the need for simplified guidance for such systems, and whether guidance for any particular systems or technologies should be added, removed or revised. The Customer shall retain responsibility for drafting the revised guidance.

4.6.4 The Supplier shall provide new standards (e.g. fan flowrates and background ventilator sizes) for each system type, based on a recalibrated performance standard reflecting the latest evidence on indoor air quality limits. For each system type the Supplier shall allow for developing two levels of ventilation provision for each system-type based on the air permeability of the building, but should also explore the option of setting a single standard based on an assumed air tightness level, which would work for the vast majority of buildings.

4.6.5 For standards which rely on background ventilators (e.g. Systems 1, 2 and 3) a simplified method for determining background ventilator equivalent area should be developed (e.g. at a room-level to be applied based on room end-use). The equivalent area should be shown to meet the whole building ventilation standard in the vast majority of cases.

4.6.6 For standards which rely on background ventilators (e.g. Systems 1, 2 and 3) the Supplier shall provide a calculation methodology through which the whole building ventilation standard can be checked.

4.6.7 Background ventilator equivalent areas should take account of any evidence on occlusion by window coverings (e.g. curtains).

Deliver new standards for existing homes

4.6.8 The Supplier shall provide advice and evaluation services for the development of a simple set of standards for ventilation provision when certain types of work are carried out (e.g. insulation work). The Customer shall be responsible for drafting the guidance itself. Note that the Building Regulations should ensure that the building is no less compliant than it was before the work was carried out, but do not have scope to go further.

Deliver solutions to encourage occupants to use their ventilation (new homes)

4.6.9 The Supplier shall provide advice and evaluation services on low-cost policy options which could be included in guidance to improve occupant use of ventilation systems. This could include introducing noise criteria for fans, or encouraging non-controllable background ventilators.

Update references (buildings other than dwellings)

4.6.10 The Supplier shall produce an updated set of reference standards which are deemed to meet the Part F functional requirement for an appropriate range of non-domestic buildings.

4.7 Airtightness

4.7.1 Research and information from stakeholders have suggested that there are issues with the airtightness testing system - in particular, a culture of re-testing until the home passes and a reliance on sealant products to achieve air tightness rather than designed-in solutions.

Refine the current test methodology

4.7.2 So that it gives greater flexibility by taking account of the uncertainty of the test.

4.7.3 The Supplier shall provide cost and analysis of an option to ensure that airtightness is not overvalued within the SAP methodology for saving carbon at the expense of indoor air quality.

4.7.4 The Supplier shall provide cost and analysis services for changing the conditions for sampling homes on a development to ensure that all undergo air tightness testing.

Exploring the potential of the Pulse method

4.7.5 The Customer will review the evidence for the Pulse method to be included as an accepted method of airtightness testing. The Supplier shall review the evidence provided by the developer of Pulse in order to produce impact assessments.

4.7.6 If the Pulse is deemed to be an appropriate method, the Supplier shall provide technical input into guidance which the Customer will draft.

4.8 Overheating

4.8.1 Following a piece of research completed into overheating in new homes in 2018 the Supplier will support the Customer in its development of a method of regulating to reduce overheating risk.

Exploring the most appropriate way of regulating

4.8.2 Government has already undertaken policy development work on determining which means of reducing overheating risk could be used as consultation options.

4.8.3 These options are:

- Adoption of the new SAP10 with its improved Appendix P (https://bregroup.com/sap/sap10/).
- A further improved Appendix P.
- A new part of Schedule 1 of the Building Regulations and a new Approved Document. This could be based on a risk assessment method developed from the outcomes of the research into new homes.

4.8.4 A range of views from stakeholders on these vehicles is available through the overheating BRAC working group.

4.8.5 The Supplier shall support the Customer to determine, through feedback from industry, a preferred approach. The Supplier shall provide technical input into guidance which the Customer will draft.

4.8.6 The Supplier will be provided with materials from the recently completed research into overheating in new homes. This will include dynamic thermal models, a cost benefit analysis and two reports containing methods and results. It is expected that these materials will provide the majority of the analysis and evidence base for the Supplier to produce the consultation stage and final impact assessment.

Ensuring synergy with energy efficiency standards

4.8.7 The work must be done alongside Part L modelling to ensure that any recommended methods for reducing overheating risk are appropriately accounted for in energy efficiency standards, and do not unduly affect energy efficiency.

4.9 All strands of work

Develop a full cost benefit analysis of the different options.

4.9.1 The Supplier shall include in this work the development of an appropriate model (or models) to value the capital, lifecycle, operational and fuel costs, energy and carbon savings benefits associated with different options for the changes to regulation on new, existing, domestic and non-domestic buildings. It should be developed using the Green Book, the Green Book supplementary guidance: valuation of energy use and greenhouse gas emissions for appraisal[4], other Green Book supplementary guidance as appropriate and the MHCLG appraisal guide[5]. The model should also consider overlaps with other Government policies and incentive schemes, and consider findings on costs from the 'future think-piece' strand of work. The Supplier shall be required to deliver a consultation stage impact assessment.

4.9.2 The cost per unit of homes shall be modelled and provided to the Customer to make assessments on the change of viability to housing developments due to the policies. If there is a range in the cost per housing unit the analysis should include an estimate of distribution. The costs shall be modelled for a range of archetypes, sites (e.g. Greenfield, brownfield, urban, rural) and geographic locations.

Work with the Customer to develop a suite of consultation proposals:

4.9.3 The Supplier shall deliver technical input to the consultation-stage Approved Documents, which will be produced by the Customer. The Supplier shall review the technical content of the guidance and provide the Customer with commentary where the guidance differs from, or would not

[4] https://www.gov.uk/government/publications/valuation-of-energy-use-and-greenhouse-gas-emissions-for-appraisal

[5] https://www.gov.uk/government/publications/department-for-communities-and-local-government-appraisal-guide

deliver the agreed technical standards. The Customer will lead on producing all documents for consultation.

Engage with external partners:

4.9.4 The Supplier shall engage with external partners bilaterally or by attendance at external meetings and industry working groups as they deem necessary to deliver robust findings and/or at the request of the Customer. Input to the Customer's meetings will include presenting the results of technical research and gathering/considering feedback.

Provide flexible technical consultancy services.

4.9.5 The Supplier should provide a flexible mechanism for ad-hoc technical consultancy work on matters relating to Part L, Part F, airtightness and overheating, with tasks to be agreed with the Customer during the course of the contract.

4.9.6 The Customer will provide further detail on the scope of the technical modelling work at the launch of the contract (any changes to the scope of regulated building energy demand etc.)

4.9.7 The intellectual property for the modelling results will be owned by the Crown. The Supplier needs to produce a model (or models), and additional off-model data and other material, which can be handed over to enable further development of the evidence base beyond the length of this contract.

4.9.8 The Supplier may need to host smaller / bilateral meetings, but main seminars and working group meetings will be organised by the Customer and external organisations.

4.9.9 REDACTED

4.10 Phase 2: Analysis of consultation responses, refinement of proposals and clearance of final changes

4.10.1 REDACTED

Development of final regulatory package:

4.10.2 Provide drafting for consultation response analysis: the Supplier shall provide drafting for the main summary of responses, in particular on the detailed technical responses, though the Customer will take overall responsibility for producing the formal qualitative and quantitative analysis of the responses[6].

4.10.3 Update technical analysis and make final proposals for regulatory standards for the preferred options (or as otherwise agreed with the

[6] For information, the consultation on 2010 changes to Part L attracted around 500 responses.

Customer) in light of consultation responses, agreement with the Customer, and finalised NCM software.

4.10.4 Review and finalise the cost benefit analysis: The Supplier shall deliver an implementation stage impact assessment to accompany any new regulations.

4.10.5 Provide technical content for final first and second tier guidance documents: the Customer will take the lead in the final drafting of Approved Documents and Compliance Guides, but the Supplier shall provide the technical content for the guidance and input to drafts, and the Supplier shall undertake technical review of new versions.

4.10.6 Engage with external partners: the Supplier shall engage with external partners bilaterally or by attendance at external meetings and working groups as they deem necessary to deliver robust final proposals and/or at the request of the Customer.

4.11 Phase 3: coming into force and implementation

4.11.1 Once any regulations are laid, the onus will be on industry to prepare for the changes, but with support from the Customer and the Supplier where necessary. The scope and level of this work will be finalised during the life of the contract, but will focus on the following task.

Implementation and dissemination:

4.11.1 Provide support to the Customer as necessary in dissemination activities: the Supplier's work shall include preparation of materials (suitable for different audiences) and presentation of the final proposals at external seminars or meetings with industry. For the purposes of bidding, the Customer assumes this work will take a maximum of 10 days.

5. KEY MILESTONES AND DELIVERABLES

5.1 The project has a number of milestones to be met; the Customer will measure the quality of the Supplier's delivery against the following milestones:

REDACTED

5.2 *Note: all materials should be prepared at least six weeks in advance of both the consultation date and the date for final implementation*

6. MANAGEMENT INFORMATION/Reporting

6.1 Throughout the Contract regular progress meetings will be required between the Supplier and the Customer, plus other meetings as necessary (e.g. with the SAP and SBEM contractor/s). The Customer will also expect the Supplier to attend / participate in external events as and when required.

7. CONTINUOUS IMPROVEMENT

7.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

7.2 The Supplier should present new ways of working to the Customer during quarterly Contract review meetings.

7.3 Changes to the way in which the Services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.

8. SUSTAINABILITY

8.1 There are no sustainability considerations that Supplier needs to include in their submissions.

9. QUALITY

9.1 The Customer will measure the quality of the Supplier's delivery in line with the service levels and KPIs at section 12.1.

10. STAFF AND CUSTOMER SERVICE

10.1 The Customer requires the Supplier to provide a sufficient level of resource throughout the duration of the Technical and analytical support for the 2020 review of Part L Contract in order to consistently deliver a quality service to all Parties.

10.2 Supplier's staff assigned to the Technical and analytical support for the 2020 review of Part L Contract shall have the relevant qualifications and experience to deliver the Contract.

10.3 The Supplier shall ensure that staff understand the Customer's vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract.

11. SERVICE LEVELS AND PERFORMANCE

11.1 The Customer will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery timescales	The Supplier shall adhere to the timescales/project plans unless otherwise agreed by the Customer.	100%
2	Service provision	The Supplier shall ensure that the services provided meet the requirements in section 7.	100%
3	Quality	The Supplier shall use suitable quality assurance processes throughout the contract as agreed with the Customer at the start of the contract.	100%
4	Adhering to guidance	The Supplier shall adhere to the Customer's branding, data security and other guidance, (to be provided to the successful Supplier upon appointment).	100%
5	Reporting	The Supplier shall provide spend data and other reporting in a format agreed by the Customer.	Within 5 working days of request.
6	Meetings	The Supplier shall meet with the Customer within 5 working days of the request. Suitable materials and/or presentations shall be prepared for the meetings. Meeting notes shall be provided no later than 3 days after the meeting.	95%

11.1 In the event of poor performance through the failure to deliver the KPIs to time and of appropriate quality, the Customer shall meet with the Supplier to understand the root causes of the issue. The Supplier shall formulate a Performance Improvement Plan to rectify these issues and meet the requirements stated.

11.2 The Customer may, without prejudice to any other rights and remedies under this Contract, withhold or reduce payments in the event of unsatisfactory performance.

11.3 The Customer reserves the right to terminate the contract early if poor performance continues. The Supplier would receive formal written warnings and would receive 3 months' notice if the Contract termination was to be initiated.

11.4 The Customer will monitor the work of the Supplier throughout the Project through regular contact between the Supplier and the Customer's day-to-day contact.

11.5 The Customer will manage poor performance by the Supplier as set out in section 11 and in line with the terms and conditions of the resultant Contract.

12. Security and Confidentiality Requirements

12.1 REDACTED

13. Intellectual Property Rights (IPR)

13.1 The Customer retains all Intellectual Property Rights. At the end of the project, and when requested through its duration, project materials including models must be provided to the Customer.

14. Payment and Invoicing

14.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables as set out within section 5.1.

14.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

14.3 Invoices must quote MHCLG's contract number and purchase order number (to be confirmed) and an appropriate description. Failure to do so may result in a delay in payment for which MHCLG cannot be held responsible.

14.4 REDACTED

15. CONTRACT MANAGEMENT

15.1 Attendance at Contract Review meetings shall be at the Supplier's own expense.

16. LOCATION

REDACTED

ANNEX B

Supplier Proposal

The Services will be provided in line with the Supplier's original tender response of 21/02/19, an extract of which is below:

REDACTED

Part 2: Contract Terms

Please see CCSN18A Contract Terms.