



AMENDMENT TO CONTRACT

The details contained in this document form a binding amendment to the Contract referenced below between the Contractor and the Secretary of State for Communities and Local Government (“DCLG”).

Contract title : Simplified Building Energy Model (SBEM) Support

Contract reference : CPD/004/106/055

Purchase order no. : 4500332814

Contractor : Building Research Establishment (BRE)

Amendment no. : 3

Effective date of amendment : 1 April 2017

Details of amendment : **Contract Term:**

Subject to any termination and break provisions within the Contract, the term of the Contract is extended by 6 months and shall terminate on 30th September 2017.

DCLG reserves the right to break the Contract at no additional cost at the following break points by giving the Contractor not less than 30 days written notice: the right to break will be available up to 3rd July 2017. Any Deliverables due after the break clause will be terminated without cost to DCLG including any work that is partially complete.

Specification:

The specific Tasks required for the extended term are as set out in Annex A to this Amendment.



Price Schedule:

The approved maximum cost for the extended term of the Contract is £55,772 (exclusive of Value Added Tax (VAT)).

The maximum cost for each Task to be delivered during the extended term is set out in the table below, and includes an increase of 3% against the relevant rates set out in Annex C of the Contract:

<REDACTED>

Any ad-hoc work required for Tasks 8 and 9 shall be subject to prior agreement with DCLG, and shall be calculated using the rates set out below up to a maximum of £4000 ex VAT for each Task:

<REDACTED>

Contract Representatives:

To be updated as follows:

Commercial Representative:

<REDACTED>, 1st Floor, Fry Building, 2 Marsham Street
London SW1P 4DF

Tel: <REDACTED>

Email: <REDACTED>

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|----------------------------------------|---|---------------------|
| Contract value prior to this amendment | : | £279,382 (exc. VAT) |
| Maximum value of this amendment | : | £55,772 (exc. VAT) |
| Revised maximum value for the Contract | : | £335,154 (exc. VAT) |



Terms and conditions : All other terms and conditions remain the same for this Contract.

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|-----------------------------------------------------------------------------------------------------|------------------------------------------------|
| FOR AND ON BEHALF OF THE SECRETARY OF STATE FOR COMMUNITIES AND LOCAL GOVERNMENT | FOR AND ON BEHALF OF THE CONTRACTOR |
| Name: | Name: |
| Title | Title: |
| Signed: | Signed: |
| Date: | Date: |



1. Maintenance and debugging

The Contractor shall continue to provide this service as set out in the original Specification, responding speedily to any bugs identified and carrying out minor improvements to the software, as required. This task includes any low-cost enhancements identified either through the Conventions Group (Task 2) or other sources, subject to agreement with DCLG. It shall include the release of a new update to the tool, scheduled for June 2017, which shall consolidate all improvements made either through existing patches or in the development version (including Task 6 below).

2. Issue resolution and moderation

The key function under this task shall be the continued attendance at meetings of the non-domestic Conventions Group, together with the necessary work between meetings in responding to queries and preparing suggested conventions.

3. Helpdesk

Maintaining the Helpdesk function, with logging and reporting functions, involves a base-line level of activity and therefore minimum cost, in addition to the cost of dealing with each query. The Contractor shall continue to provide this service in accordance with the following cost model:

- a) To maintain the full Helpdesk function, dealing with all relevant queries submitted on-line or by email, up to a total of **100 queries** over the 6-month period, for a fixed cost of **£5,014**
- b) Any queries in excess of 100, to be charged at an additional cost of **£45 per query** and claimed in the final invoice.

4. Website maintenance

The Contractor shall continue to provide this service at the rate of effort of one day per month.

5. Innovative technologies

The Contractor shall continue to operate the SBEM-Q system to deal with potential new technologies requested by industry for a fixed fee. Should there be an increased demand for innovation support, outside that paid for by industry, the Contractor reserves the right to seek an increase to this fee, which shall be subject to approval by DCLG.



6. Selected development items

The Contractor shall complete the implementation of the two outstanding actions from the development list agreed under the current contract (fan convectors and active chilled beams). Much of the preparatory work has been completed but not invoiced under the current contract. Once complete, these plus the other 3 enhancements shall be incorporated in the proposed release in June 2017.

7. Management and reporting

The Contractor shall continue with the current reporting regime, including an allowance for two quarterly reports and one progress meeting in London, together with all necessary telephone and email contact with the DCLG team.

8. Ad hoc meetings and other tasks

The Contractor will continue to manage unexpected calls on its time caused by, for example, industry or individual interventions and other external demands on the DCLG team – for example in relation to the proposed revision to the EPBD. The Contractor shall only charge where deemed necessary and with prior DCLG approval.

9. Open-source development

The Contractor has previously prepared a discussion paper on the possibility of a move to a position in which SBEM is developed under an Open Source arrangement. This would allow DCLG to retain full control of the NCM compliance tool, while taking full advantage of free contributions from a much wider pool of expertise within industry and academia.

The Contractor shall meet with DCLG lawyers to discuss the implications of this approach within the proposed 6-month extension to the term of the contact, and the cost of this shall be covered within Task 1 above. However, if that debate leads to the need, within the contract period, of a significant revision or expansion of the paper, the Contractor shall deliver the additional ad-hoc work required, but only where deemed necessary and subject to prior DCLG approval.