

Contract Reference Number: **GLA 81353**

Date: 24 April 2020

Contract for Services

between

The Greater London Authority

and

Turner & Townsend Consulting Limited

**relating to the provision of a Programme Delivery Unit for the Retrofit
Accelerator – Workplaces programme for the period 2020-2022**

Version: Generic February 2019

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THIS CONTRACT is made the 24 day of April

2020

BETWEEN:

- (1) **THE GREATER LONDON AUTHORITY** a statutory corporation, whose principal office is City Hall, Queen's Walk, London, SE1 2AA ("**the Authority**"); and
- (2) **TURNER & TOWNSEND CONSULTING LIMITED**, a company registered in England and Wales (Company Registration Number **03154483**) whose registered office is at Low Hall Calverley Lane, Horsforth, Leeds, West Yorkshire, LS18 4GH ("**the Service Provider**").

RECITALS:

- A. The Authority intends to procure the provision of a Programme Delivery Unit to manage and deliver the support services offered to various organisations as part of the Retrofit Accelerator – Workplaces programme for the period 2020-2022.
- B. The Authority wishes the Service Provider to provide the Services and the Service Provider is willing to provide the Services on the terms and conditions set out in the Contract.
- C. The Service Provider should be aware that the Authority does not offer any guarantee or minimum volume of the Services that may be delivered under this Contract and does not offer any exclusivity to the Service Provider.

THE PARTIES AGREE THAT:

1. Definitions and Interpretation

In the Contract (including the Recitals):

- 1.1 unless the context indicates otherwise the following expressions shall have the following meanings:

"Accounting Period"	each period of 4 weeks during the Authority's financial year, commencing on 1 April, or any pro rata period thereof from the Service Commencement Date in respect of the first Accounting Period or to the Termination Date in respect of the last Accounting Period;
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"Affected Party"	has the meaning given to it in Clause 27.3;
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"Authority Assets"	means any assets (whether tangible or intangible), materials, resources, systems, networks, connectivity and other equipment, machinery and facilities owned by or
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licensed to the Authority or any member of the Authority Group;

“Authority Group”

shall mean where the Authority is:

- (a) TfL, TfL in its own right and as holding company of all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any **“member of the Authority Group”** shall refer to TfL or any such subsidiary; and
- (b) the Greater London Authority (GLA), the GLA, TfL, the Mayor’s Office for Policing and Crime, the London Fire Commissioner, London Legacy Development Corporation and the Old Oak and Park Royal Development Corporation (**“Functional Bodies”**) each in their own right and as holding companies of all of their subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any **“member of the Authority Group”** shall refer to the GLA, any Functional Body or any such subsidiary;

“Authority Premises”

any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the Authority Group;

“Business Day”

any day excluding Saturdays, Sundays or public or bank holidays in England;

“Cessation Plan”

a plan agreed between the Parties or determined by the Authority pursuant to Clauses 29.1 to 29.5 (inclusive) to give effect to a Declaration of Ineffectiveness or Clauses 29.6 to 29.10 (inclusive) to give effect to a Public Procurement Termination Event;

“Charges”

the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as further defined and calculated in accordance with Schedule 4 as the same may be varied from time to time in

	accordance with Clause 27.6 or Clause 32;
“Confidential Information”	all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (or any member of the Authority Group) whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority Group);
“Contract”	this contract, including the Schedules and all other documents referred to in this contract;
“Contract Commencement Date”	the date for commencement of the Contract specified in Schedule 1;
“Contract Information”	(i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 5 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
“Control”	in relation to a person, the power (whether direct or indirect) to direct or cause the direction of its affairs, whether by means of holding shares, possessing voting power, exercising contractual powers or otherwise; and “Controlled” will be construed accordingly;
“Data Protection Legislation”	means: <ul style="list-style-type: none"> (a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data; (b) Directive (EU) 2016/680 (the Law Enforcement Directive); (c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of

Personal Data, including but not limited to the Data Protection Act 2018;

(d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and

(e) the Privacy and Electronic Communications (EC Directive) Regulations 2003;

“Day Rates”

the agreed day rates set out in Appendix 1 to Schedule 4;

“Declaration of Ineffectiveness”

a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015 or Regulations 113(2)(a) or 118(3) of the Utilities Contracts Regulations 2016;

“Force Majeure Event”

any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Affected Party to perform its obligations in accordance with the terms of the Contract but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;

“Forecast”

the Service Provider’s forecast of its annual Charges over the Term of this Contract, subject to and in accordance with the Day Rates, as set out in Appendix 1 to Schedule 4;

“Funding Agreement”

the funding agreement entered into between the European Regional Development Fund and the Authority dated 20 May 2016 and the amendment to that funding agreement entered into between the European Regional

Development Fund and the Authority dated 12 August 2019, both annexed in Schedule 7, as may be updated during the Term;

“Group Company”

in respect of a person, any person that Controls, is Controlled by or is under common Control with that person from time to time;

“Holding Company”

any company which from time to time directly or indirectly controls the Service Provider as set out by section 1159 of the Companies Act 2006;

“Incentive Period”

has the meaning given to it in paragraph 3.4.4 of Schedule 4;

“Insolvency Event”

any of the following:

- (a) either or both of the Service Provider or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;
- (b) a receiver, administrative receiver, manager, or liquidator being appointed over all or part of the assets, undertakings or income of either or both of the Service Provider or the Holding Company;
- (c) being a company, either or both of the Service Provider or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);
- (d) either or both of the Service Provider or the Holding Company ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the meaning of the Insolvency Act 1986;
- (e) being an individual or firm, the Service Provider becoming bankrupt

or dying;

- (f) any similar event to those in (a) to (e) above occurring in relation to either or both of the Service Provider or the Holding Company under the law of any applicable jurisdiction for those purposes;

“Intellectual Property Rights”

any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

“Key Personnel”

the Service Provider’s key personnel named in Schedule 1;

“KPI Incentive Payments”

the payments payable to the Service Provider in consideration of the achievement of the KPIs in accordance with the Contract, as calculated in accordance with Schedule 4;

“KPIs”

the key performance indicators with which the Service Provider shall comply in its performance of the Services as set out in paragraph 6.7 of the Specification;

“Losses”

all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;

“Lower Target”

has the meaning given to it in paragraph 3.4.10 of Schedule 4;

“Material Default”

- (a) a failure to achieve the Lower Targets for two or more KPIs in one or more Incentive Periods as set out

	in paragraph 6.7 of the Specification;
	(b) any Service Default or any persistent Service Default which has or, in the case of a persistent Service Default cumulatively has, a material adverse effect on the provision of all or any part of the Services; or
	(c) any breach of the Funding Agreement by the Service Provider;
“Milestone”	an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;
“Parties”	the Authority and the Service Provider (including their successors and permitted assignees) and “Party” shall mean either of them as the case may be;
“PDU Services”	the services to be provided to various organisations by the Service Provider as set out in the Specification and pursuant to a Support Plan;
“Personal Data”	has the meaning given to it in the Data Protection Legislation;
“Processing”	has the meaning given to it in the Data Protection Legislation;
“Procurement Manager”	the person named as such in Schedule 1 and referred to in Clause 7 or such other person as notified to the Service Provider by the Authority from time to time;
“Programme Manager”	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority from time to time;
“Project Plan”	the plan (if any) for implementation including (without limitation) project delivery, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include Milestones;
“Public Procurement Termination Event”	has the meaning given to it in Clause 29.7;

“Public Procurement Termination Grounds”	any one or more of the grounds described either in Regulation 73(1) of the Public Contracts Regulations 2015 or Regulation 89(1) of the Utilities Contracts Regulations 2016;
“Remediation Plan”	a remediation plan to be prepared by the Service Provider under paragraph 6.2.1 of Schedule 2;
“Service Commencement Date”	the date for commencement of the Services set out in Schedule 1;
“Service Default”	a failure to perform or provide any or all of the Services at all or in accordance with any term of the Contract;
“Service Provider Equipment”	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services;
“Service Provider’s Personnel”	all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider, as are engaged in the performance of any of the Services and including the Key Personnel;
“Services”	<p>(a) subject to Clause 27.6 all or any part of the services to be provided, or activities to be undertaken and completed by the Service Provider under the Contract as detailed in the Specification including the PDU Services and including any variations to such services or activities pursuant to Clause 32; and</p> <p>(b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;</p>
“Specification”	the specification and other requirements set out in Schedule 3;
“Support Plan”	has the meaning given to it in paragraph 4.2 of Schedule 2;
“Supply Chain Finance”	has the meaning given to it in paragraph 1 of

Option”	Part B of Schedule 5;
“Term”	the period during which the Contract continues in force as provided in Clause 2 and Schedule 1;
“Termination Date”	the date on which this Contract expires or terminates for whatever reason;
“TfL”	Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
“Transparency Commitment”	means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published transparency commitments;
“VAT”	means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature;
“Year”	the period of 12 months starting on the Contract Commencement Date, each successive period of 12 months during the Term and the period (if any) starting on the day following expiry of the last such period of 12 months and ending on the Termination Date;
1.2	a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
1.3	a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Contract;
1.4	a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Contract;
1.5	headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;
1.6	references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to

a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;

1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:

1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence; or

1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Contract), in which case the provisions in Schedule 2 shall prevail;

1.8 the Schedules form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;

1.9 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and

1.10 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

2. Commencement and Duration

The Contract commences on the Contract Commencement Date and continues in force for the duration stated in Schedule 1 unless terminated earlier in accordance with Clause 27.

3. The Services

3.1 The Service Provider:

3.1.1 shall provide the Services on and from the Service Commencement Date in accordance with the Contract;

3.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract;

3.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Contract; and

3.1.4 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services.

3.2 Notwithstanding anything to the contrary in the Contract, the Authority’s discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of the Contract;

- 3.3 The Service Provider shall provide the Services:
- 3.3.1 with the reasonable degree of skill, care and diligence normally exercised by recognised professional firms or by skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;
 - 3.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;
 - 3.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and
 - 3.3.4 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed.
- 3.4 Where in the reasonable opinion of the Authority the Service Provider has failed to provide the Services or any part of them in accordance with the Contract, the Service Provider shall, without prejudice to any of the Authority's other rights, re-perform the Services or part thereof as requested by the Authority at no additional cost and within such period of time as reasonably specified by the Authority.
- 3.5 Where reasonably requested to do so by the Authority and provided the Service Provider is willing to so contract, the Service Provider shall contract with such other member(s) of the Authority Group as on the terms of this Contract with only the necessary changes of Parties' details being made.
- 3.6 Throughout the term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.
- 3.7 Where a format for electronic receipt of orders by the Service Provider is set out in Schedule 1, the Service Provider shall, unless the Authority requires otherwise, receive orders in such format and shall maintain its systems to ensure that it is able to do so throughout the Term.
- 3.8 Subject to clause 3.9, the Authority acknowledges that the Service Provider will rely on the accuracy, sufficiency and consistency of all information provided to the Service Provider by or on behalf of the Authority in relation to any Services provided to the Authority by an outgoing service provider prior to the Contract Commencement Date.
- 3.9 If, at any time following the Contract Commencement Date, the Service Provider identifies an error, inadequacy or inconsistency in any information provided to it in accordance with clause 3.8, it shall promptly:
- 3.9.1 provide to the Authority written details of the same; and

3.9.2 take all such steps as reasonably required by the Authority to ensure that any such error, inadequacy or inconsistency is remedied,

and the Service Provider will only use and rely on such information in its provision of the Services to the extent that such information is remedied by the Service Provider in accordance with this clause 3.9.

4. Charges

4.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 5 and in consideration of, and subject to the due and proper performance of the Services by the Service Provider in accordance with the Contract, the Authority shall pay the Service Provider the Charges in accordance with those procedures and with the other terms and conditions of the Contract.

4.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in Schedule 4 or have been incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.

4.3 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.

5. Payment Procedures and Approvals

5.1 The Service Provider shall invoice the Authority in respect of the Charges:

5.1.1 where no Milestones are specified in Schedule 4, at such dates or at the end of such periods as may be specified in Schedule 1; or

5.1.2 if specified in Schedule 4, on completion of each Milestone provided that any preceding Milestones have been completed in accordance with the Contract,

and shall not make any separate charge for submitting any invoice.

5.2 The Service Provider shall submit invoices to the postal address set out in Schedule 1 or, where an electronic format for submission of invoices is set out in Schedule 1, such electronic format shall, unless the Authority requires otherwise, be used. Each such invoice shall contain all information required by the Authority including the Contract Reference Number, SAP order number, Service Provider's name, address and bank account details to which payment should be made, a separate calculation of VAT and a brief description of the Services provided. Invoices shall be clear, concise, accurate, and adequately descriptive and shall be accompanied by the information referred to in paragraph 2.3 of Schedule 4 to avoid delays in processing subsequent payment.

- 5.3 In the event of a variation to the Services in accordance with the Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoices.
- 5.4 The Authority shall consider and verify each invoice, which is submitted by the Service Provider in accordance with this Clause 5 and Schedule 4, in a timely manner. If the Authority considers that the Charges claimed by the Service Provider in any invoice have:
- 5.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1;
 - 5.4.2 not been calculated correctly or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.
- The Authority shall not be entitled to treat any properly submitted invoice as disputed or incorrect solely due to its own undue delay in considering and verifying it.
- 5.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Programme Manager or Procurement Manager (whether related to payment or otherwise) shall:
- 5.5.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under or by virtue of the Contract; or
 - 5.5.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 18, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt.
- 5.6 Except where otherwise provided in the Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Contract.

- 5.7 Interest shall accrue at the rate of two percent (2%) above the base rate of the Bank of England from time to time on all sums due and payable under this Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

6. Warranties and Obligations

- 6.1 Without prejudice to any other warranties expressed elsewhere in the Contract or implied by law, the Service Provider warrants, represents and undertakes to the Authority that:

6.1.1 the Service Provider:

6.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Holding Company) to enter into and to perform the Contract; and

6.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and

6.1.1.3 is entering into this Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;

6.1.2 the Contract is executed by a duly authorised representative of the Service Provider;

6.1.3 all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification; and

6.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.

- 6.2 Each warranty and obligation in this Clause 6 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited

or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Contract.

7. Operational Management

7.1 The Authority authorises the Programme Manager to act as the Authority's representative for the Contract.

7.2 The Service Provider shall deal with the Programme Manager (or his or her nominated representative) in respect of all matters arising under the Contract, except as set out below or unless otherwise notified by the Authority:

7.2.1 variations to the Contract;

7.2.2 any matter concerning the terms of the Contract; and

7.2.3 any financial matter (including any issues in Schedule 4),

which shall be referred to the Procurement Manager.

7.3 The Service Provider shall, at the Authority's request, provide promptly to the Authority at no additional cost such reports on the provision of the Services as the Authority may reasonably request.

7.4 The Service Provider shall attend all meetings and appoint all representatives in accordance with the Specification.

8. Service Provider's Personnel

8.1 [NOT USED].

8.2 Nothing in this Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or Authority Group by virtue of the provision of the Services by the Service Provider under the Contract, and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.

8.3 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Contract. All personnel deployed on work relating to the Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.

8.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to any Service Provider's Personnel to any Authority Premises and/or require that any Service Provider's Personnel be immediately removed from performing the Services if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by this

Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Authority shall notify the Service Provider of such denial and/or requirement in writing and the Service Provider shall comply with such notice and provide a suitable replacement (with the Programme Manager's prior consent in the case of Key Personnel).

- 8.5 The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 8.3 shall apply to the proposed replacement personnel.
- 8.6 The Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or other member of the Authority Group incur or suffer in relation to the Service Provider's Personnel or any person who may allege to be the same (whenever such Losses may arise) or any failure by the Service Provider to comply with Clause 8.4.
- 8.7 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.

9. Sub-Contracting and Change of Ownership

- 9.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority, which may be refused or granted subject to such conditions as the Authority sees fit.
- 9.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:
 - 9.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;
 - 9.2.2 be responsible for payments to that person;
 - 9.2.3 remain solely responsible and liable to the Authority for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;
 - 9.2.4 on or before the Contract Commencement Date or the Service Commencement Date (whichever is the earlier), notify the Authority

in writing of the name, contact details and details of the legal representatives of any such sub-contractor (of any tier), to the extent that such information has not already been provided by the Service Provider to the Authority under the Contract;

9.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 9.2.4 and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is engaged after the Contract Commencement Date or the Service Commencement Date (whichever is the earlier);

9.2.6 without prejudice to the provisions of Clause 12, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor; and

9.2.7 include a term in each sub-contract (of any tier):

9.2.7.1 requiring payment to be made by the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid and undisputed invoice as defined by the sub-contract requirements;

9.2.7.2 a requirement that any invoices for payment submitted by the sub-contractor are considered and verified by the Service Provider, or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, in a timely manner and that any undue delay in doing so shall not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the sub-contract requirements;

9.2.7.3 entitling the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract to terminate that sub-contract if the relevant sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law; and

9.2.7.4 a requirement that the sub-contractor includes a provision having the same effect as Clause 9.2.7.3 above in any sub-contract it awards.

9.3 The Service Provider shall give notice to the Authority within 10 Business Days where:

9.3.1 there is any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and

- 9.3.2 there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company; and
- 9.3.3 (in the case of an unincorporated Service Provider) give notice to the Authority if there is any change in the management personnel of the Service Provider, which alone or taken with any other change in management personnel not previously notified to the Authority, equates to a change in the identity of 50% or more of the management personnel of the Service Provider.

Upon the occurrence of any of the events referred to at Clauses 9.3.1 – 9.3.3 above, the Authority shall have the right to terminate the Contract.

10. Conflict of Interest

- 10.1 The Service Provider warrants that it does not and will not have at the Contract Commencement Date or Service Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the Authority Group, save to the extent fully disclosed to and approved by the Authority.
- 10.2 Subject to paragraph 2 of Schedule 2, the Service Provider shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and shall notify the Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the Authority Group and shall work with the Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Authority's satisfaction, provided that, where the Authority is not so satisfied, it may terminate the Contract in accordance with Clause 27.1.5.

11. Access to Premises and Assets

- 11.1 Subject to Clause 8.4 any access to either or both of any Authority Premises or Authority Assets made available to the Service Provider in connection with the proper performance of the Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided, for the avoidance of doubt, the Service Provider shall be responsible for its own costs or travel including either or both of any congestion charging or low emission zone charging. The Service Provider shall:
 - 11.1.1 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;
 - 11.1.2 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;

- 11.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 11.1;
 - 11.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time;
 - 11.1.5 not damage the Authority Premises or any assets on Authority Premises; and
 - 11.1.6 return immediately to the Authority in good working order and satisfactory condition (in the reasonable opinion of the Authority) all Authority Assets used by the Service Provider or the Service Provider's Personnel in the performance of the Services.
- 11.2 Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and any member of the Authority Group.
- 11.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in Schedule 1.

12. Compliance with Policies and Law

- 12.1 The Service Provider, at no additional cost to the Authority:
- 12.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, (including where the GLA is the Authority the Authority's Dignity at Work policy, the GLA's Code of Ethics, Health and Safety Policy, Records Management Policy, Information Security Policy, Privacy Policy, Contracts and Funding Code, Anti-Fraud Policy, Responsible Procurement Policy and Sustainability Policy, each as updated from time to time, and where TfL is the Authority, TfL's workplace harassment policy as updated from time to time (copies of which are available on request from TfL) and with TfL's Code of Conduct (which is available on TfL's website, www.tfl.gov.uk)) including those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Authority Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request. In the event that the Services are being provided to both the GLA and TfL, then the policies and standards of each of the GLA and TfL shall apply as appropriate;
 - 12.1.2 shall provide the Services in compliance with and shall ensure that the Service Provider's Personnel comply with all requirements of all

laws, Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to either or both of the Service Provider's or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 12.1.2;

- 12.1.3 without limiting the generality of Clause 12.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 12.1.4 acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a **"Relevant Protected Characteristic"**) (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying this duty;
- 12.1.5 where possible, shall provide the Services in such a manner as to:
 - 12.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
 - 12.1.5.2 eliminate unlawful discrimination; and
 - 12.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation;
- 12.1.6 Where the GLA is the Authority the Service Provider shall:
 - 12.1.6.1 comply with policies developed by the Authority with regard to compliance with the Authority's duties referred to in Clauses 12.1.4. - 12.1.5 as are relevant to the Contract and the Service Provider's activities;
 - 12.1.6.2 obey directions from the Authority with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 12.1.4. - 12.1.5;
 - 12.1.6.3 assist, and consult and liaise with, the Authority with regard to any assessment of the impact on and relevance

to the Contract of the duties referred to in Clauses 12.1.4.
- 12.1.5;

12.1.6.4 on entering into any contract with a sub-contractor in relation to this Contract, impose obligations upon the sub-contractor to comply with this Clause 12.1.6 as if the sub-contractor were in the position of the Service Provider;

12.1.6.5 provide to the Authority, upon request, such evidence as the Authority may require for the purposes of determining whether the Service Provider has complied with this Clause 12.1.6. In particular, the Service Provider shall provide any evidence requested within such timescale as the Authority may require, and cooperate fully with the Authority during the course of the Authority's investigation of the Service Provider's compliance with its duties under this Clause 12.1.6; and

12.1.6.6 inform the Authority forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Equality Act 2010.

12.1.7 without prejudice to any other provision of this Clause 12.1 or the Schedules, where TfL is the Authority, comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 12.1.7, "**Traffic Manager**" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;

12.1.8 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services;

12.1.9 without limiting the generality of Clause 12.1.2, shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it; and

12.1.10 where applicable to the Service Provider and without limiting the generality of Clause 12.1.2, shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

In all cases, the costs of compliance with this Clause 12.1 shall be borne by the Service Provider.

12.2 In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration)

have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:

- 12.2.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;
- 12.2.2 enhance the environment and have regard to the desirability of achieving sustainable development;
- 12.2.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and
- 12.2.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

13. NOT USED

14. Corrupt Gifts and Payment of Commission

The Service Provider shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of any member of the Authority Group nor favour any employee, officer or agent of any member of the Authority Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of any member of the Authority Group other than as a representative of the Authority, without the Authority's prior written approval.

15. Equipment

- 15.1 Risk in all Service Provider Equipment shall be with the Service Provider at all times regardless of whether or not the Service Provider Equipment is located at Authority Premises.
- 15.2 The Service Provider shall ensure that all Service Provider Equipment meet all minimum safety standards required from time to time by law.

16. Quality and Best Value

- 16.1 The Service Provider acknowledges that the Authority is a best value authority for the purposes of the Local Government Act 1999 and as such the Authority is required to make arrangements to secure continuous improvement in the way it exercises its functions (having regard to a combination of economy, efficiency and effectiveness) and, as such, the Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.
- 16.2 Where the GLA is the Authority then in accordance with the statutory requirement set out in section 61(3) of the Greater London Authority Act 1999, the Service Provider shall send such representatives as may be requested to attend the Greater London Assembly for questioning in relation

to the Contract. The Service Provider acknowledges that it may be liable to a fine or imprisonment if it fails to comply with a summons to attend.

17. **Records, Audit and Inspection**

17.1 The Service Provider shall, and shall procure that its sub-contractors shall:

17.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under the Contract and all transactions entered into by the Service Provider for the purposes of the Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges and including the records required by the Specification) ("**Records**"); and

17.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law), except Records containing Personal Data (as defined in Data Protection Legislation) which shall only be retained for as long as necessary, following termination or expiry of the Contract ("**Retention Period**").

17.2 The Authority and any person nominated by the Authority has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what the Authority considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services (including compliance with Clause 12.1) and the Service Provider shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

18. **Set-Off**

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Authority arising out of or attributable to this Contract or any other contract between the Authority and the Service Provider or other cause of action and whether the same is present or future or liquidated or unliquidated, may be deducted by the Authority from monies due or which may become due to the Service Provider under this Contract or under any other contract with any member of the Authority Group may recover such amount as a debt.

19. **Indemnity**

19.1 Subject to Clause 19.2, the Service Provider is responsible for and shall indemnify and keep indemnified each of the Authority and all other members of the Authority Group (including their respective employees, sub-contractors and agents) ("**the Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers as a consequence of any breach or negligent performance of the Contract by the Service Provider (or any of the Service Provider's Personnel) (including in each case any non-performance or delay in performance of the Contract) or of any breach of statutory duty,

misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors).

- 19.2 The Service Provider is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under the Contract by the Authority or any other member of the Authority Group including by any of their respective employees, agents or sub-contractors.

20. **Insurance**

- 20.1 The Service Provider will at its sole cost maintain employer's liability and where applicable in its provision of the Services, motor insurance cover as required by law and insurance cover in the sum of not less than £5 million per claim (in terms approved by the Authority) in respect of the following to cover the Services (the "**Insurances**") and will ensure that any public liability or employer's liability insurance includes an Indemnity to Principal clause:

20.1.1 public liability to cover injury and loss to third parties;

20.1.2 insurance to cover the loss or damage to any item related to the Services; and

20.1.3 professional indemnity or, where professional indemnity insurance is not available, a "financial loss" extension to the public liability insurance referred to in Clause 20.1.1 or, if applicable, the product liability insurance referred to in Clause 20.1.3. Any professional indemnity insurance or "financial loss" extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Contract.

- 20.2 The insurance cover will be maintained with a reputable insurer.

- 20.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 20.1 and payment of all premiums due on each policy.

- 20.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 20.1 being or becoming void, voidable or unenforceable.

- 20.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.

21. **The Authority's Data**

- 21.1 The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority's data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority's data.

- 21.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under the Contract) to preserve the integrity of the Authority's data and to prevent any corruption or loss of the Authority's data.

22. Intellectual Property Rights

- 22.1 The Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Service Provider in the provision of the Services (the "**Products**") provided that such assignment shall not include items not prepared or developed for the purposes of this Contract.
- 22.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products together with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.
- 22.3 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority.
- 22.4 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.

23. Privacy, Data Protection and Cyber Security

- 23.1 The Service Provider shall comply with all of its obligations under Data Protection Legislation and, if Processing Personal Data on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with Schedule 2 of this Contract.
- 23.2 The Service Provider must follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre.

24. Confidentiality and Announcements

- 24.1 Subject to Clause 25, the Service Provider will keep confidential:
- 24.1.1 the terms of this Contract; and
- 24.1.2 any and all Confidential Information that it may acquire in relation to the Authority.
- 24.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 24.1.

- 24.3 The obligations on the Service Provider set out in Clause 24.1 will not apply to any Confidential Information:
- 24.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 24);
 - 24.3.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or
 - 24.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.
- 24.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.
- 24.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.
- 24.6 The provisions of this Clause 24 will survive any termination of this Contract for a period of 6 years from termination.

25. **Freedom of Information and Transparency**

- 25.1 For the purposes of this Clause 25:
- 25.1.1 **“FOI Legislation”** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;
 - 25.1.2 **“Information”** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and
 - 25.1.3 **“Information Access Request”** means a request for any Information under the FOI Legislation.
- 25.2 The Service Provider acknowledges that the Authority:

- 25.2.1 is subject to the FOI Legislation and agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and
- 25.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.
- 25.3 Without prejudice to the generality of Clause 25.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:
 - 25.3.1 transfer to the Programme Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Access Request relevant to the Contract, the Services or any member of the Authority Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Access Request; and
 - 25.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and copies of all such Information that the Authority requests and such details and copies shall be provided within five (5) Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.
- 25.4 The Authority shall be responsible for determining whether Information is exempt from disclosure under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.
- 25.5 The Service Provider shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.
- 25.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 24.1 and Clause 25, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 25.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.
- 25.8 The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 25.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.

26. **Dispute Resolution**

- 26.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract ("**Dispute**") before resorting to litigation.
- 26.2 If the Dispute is not settled through discussion between the Programme Manager and a representative of the Service Provider within a period of seven (7) Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.
- 26.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party ("**Notice**") to commence such process and the Notice shall identify one or more proposed mediators.
- 26.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.
- 26.5 Where a dispute is referred to mediation under Clause 26.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 26.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.
- 26.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 41.
- 26.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 26.
- 26.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 26 and Clause 26 shall not apply in respect of any circumstances where such remedies are sought.

27. Breach and Termination of Contract

- 27.1 Without prejudice to the Authority's right to terminate at common law, the Authority may terminate the Contract immediately upon giving notice to the Service Provider if:
- 27.1.1 in addition and without prejudice to Clauses 27.1.2 to 27.1.10 (inclusive), the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;
 - 27.1.2 the Service Provider does not fully, effectively and promptly implement a Remediation Plan in all material respects in accordance with its terms and/or fails to promptly produce a Remediation Plan when it is required to do so;
 - 27.1.3 the Service Provider is subject to an Insolvency Event;
 - 27.1.4 in the event that there is a change of ownership referred to in Clause 9.3 or the Service Provider is in breach of Clause 9.3;
 - 27.1.5 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10 or paragraph 2 of Schedule 2;
 - 27.1.6 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010; or
 - 27.1.7 the Service Provider commits any breach of the Modern Slavery Act 2015;
 - 27.1.8 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015; or
 - 27.1.9 the Service Provider fails to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law; or
 - 27.1.10 the Funding Agreement is terminated and/or any funding provided pursuant to the Funding Agreement is withdrawn or required to be reimbursed and/or if any act or omission of the Service Provider puts the Authority in breach of the Funding Agreement.
- 27.2 Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties, or obligations either under Clause 6 or any other provision of this Contract, the Service Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and obligations. Nothing in this Clause 27.2 shall prevent the Authority from

procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Authority so procures any Services or any remedial action, the Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Authority and attributable to the Authority procuring such Services or remedial action from such alternative contractor.

- 27.3 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract ("**the Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 27.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.
- 27.4 Without prejudice to the Authority's right to terminate the Contract under Clause 27.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1.
- 27.5 Without prejudice to the Authority's right to terminate the Contract under Clauses 27.1, 27.4 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 29.
- 27.6 To the extent that the Authority has a right to terminate the Contract under this Clause 27 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.

28. **Consequences of Termination or Expiry**

- 28.1 Notwithstanding the provisions of Clause 24, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender and shall also comply with all requirements as are set out at

Schedule 6. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.

28.2 The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.

28.3 Upon expiry or termination of the Contract (howsoever caused):

28.3.1 the Service Provider shall, at no further cost to the Authority:

28.3.1.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and

28.3.1.2 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.

28.3.2 the Authority shall (subject to Clauses 18, 28.1 and 28.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 4 or otherwise reasonably determined by the Authority.

28.4 On termination of all or any part of the Contract, the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and (save where terminated under Clause 27.4) the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

29. **Declaration of Ineffectiveness and Public Procurement Termination Event**

29.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 28 and Clauses 29.1, 29.2, 29.4 to 29.6 (inclusive) and 29.12 shall apply as from the time when the Declaration of Ineffectiveness is made.

- 29.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness, save as otherwise expressly provided to the contrary in Clauses 29.1 to 29.6 inclusive, or by order of the court.
- 29.3 During any court proceedings seeking a Declaration of Ineffectiveness, the Authority may require the Service Provider to prepare a Cessation Plan in accordance with this Clause 29.3 by issuing a notice in writing. As from the date of receipt by the Service Provider of such notification from the Authority, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 29.3.1 an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the Authority or such other entity as the Authority may specify; and
- 29.3.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,
- in accordance with the provisions of Clauses 29.2 to 29.6 (inclusive) and which the Parties agree would have effect in the event that a Declaration of Ineffectiveness is made.
- 29.4 Where there is any conflict or discrepancy between the provisions of Clause 28 and Clauses 29.2 to 29.6 (inclusive) and 29.12 or the Cessation Plan, the provisions of these Clauses 29.2 to 29.6 (inclusive) and 29.12 and the Cessation Plan shall prevail.
- 29.5 The Parties will comply with their respective obligations under the Cessation Plan (as agreed by the Parties or, where agreement cannot be reached, as reasonably determined by the Authority) in the event that a Declaration of Ineffectiveness is made.
- 29.6 The Authority shall pay the Services Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to any Declaration of Ineffectiveness.
- 29.7 Without prejudice to the Authority's rights of termination implied into the Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or Regulation 89(3) of the Utilities Contracts Regulations 2016, the Authority shall have a right to terminate this Contract on Public Procurement Termination Grounds with immediate effect by giving written notice to the Service Provider. In the event that the Authority exercises its right to terminate pursuant to this Clause 29.7 (a "**Public Procurement Termination**

Event”), the Authority shall promptly notify the Service Provider and the Parties agree that:

- 29.7.1 the provisions of Clause 28 and these Clauses 29.7 to 29.12 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event; and
 - 29.7.2 if there is any conflict or discrepancy between the provisions of Clause 28 and these Clauses 29.7 to 29.12 or the Cessation Plan, the provisions of these Clauses 29.7 to 29.12 and the Cessation Plan shall prevail.
- 29.8 Termination on the Public Procurement Termination Grounds shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such termination on Public Procurement Termination Grounds, in respect of the period prior to such termination, save as otherwise expressly provided in Clauses 29.7 to 29.11 inclusive.
- 29.9 As from the date of receipt by the Service Provider of the notification of the termination on Public Procurement Termination Grounds, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 29.9.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may specify of: (i) the Services; or (at Authority's election), (ii) the part of the Services which are affected by the Public Procurement Termination Grounds; and
 - 29.9.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,
- in accordance with the provisions of these Clauses 29.7 to 29.11 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.
- 29.10 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
- 29.11 The Authority shall pay the Service Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority, provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract as a result of Public Procurement Termination Grounds.

29.12 For the avoidance of doubt, the provisions of this Clause 29 (and applicable definitions) shall survive any termination of the Contract following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.

30. Survival

The provisions of Clauses 1, 3.1.3, 4, 5, 6.1.4, 8.1, 9.2.2, 9.2.3, 11.1.1, 11.1.2, 11.1.5, 11.2, 15, 17-21 (inclusive), 22.2, 23-26 (inclusive), 28, 29-32 (inclusive), 34-41 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

31. Rights of Third Parties

31.1 Save that any member of the Authority Group has the right to enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 ("**Third Party Act**"), the Parties do not intend that any of the terms of the Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.

31.2 Notwithstanding Clause 31.1, the Parties are entitled to vary or rescind the Contract without the consent of any other person including any member of the Authority Group.

32. Contract Variation

Save where the Authority may require an amendment to the Services and/or this Contract is amended pursuant to the Service Provider's exercise of any Supply Chain Finance Option, the Contract may only be varied or amended with the written agreement of both Parties. Save for any variations or amendments to reflect the Service Provider's exercise of any Supply Chain Finance Option (the mechanism for which is set out at Part B of Schedule 5) the details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Part A of Schedule 5 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

33. Novation

33.1 The Authority may novate or otherwise transfer the Contract (in whole or in part).

33.2 Within 10 Business Days of a written request from the Authority, the Service Provider shall at its expense execute such agreement as the Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under the Contract to one or more persons nominated by the Authority.

- 33.3 Subject to Clause 9, the Contract is personal to the Service Provider who shall not assign the benefit or delegate the burden of the Contract or otherwise transfer any right or obligation under the Contract without the prior written consent of the Authority.

34. Non-Waiver of Rights

No waiver of any of the provisions of the Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 36. The single or partial exercise of any right, power or remedy under the Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

35. Illegality and Severability

If any provision of the Contract (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Contract and the remaining provisions shall continue in full force and effect as if the Contract had been executed without the invalid, illegal, or unenforceable provision. In the event that in the Authority's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of the Contract, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

36. Notices

- 36.1 Any notice given under or in connection with this Contract will be in writing and may be delivered by hand or prepaid recorded delivery first class post addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address (including a facsimile number) notified to the other Party in writing in accordance with this Clause as an address to which notices, invoices and other documents may be sent. The notice will be deemed to have been duly served:

36.1.1 if delivered to or left at that party's address (but not, in either case, by one of the methods set out in Clause 36.1.2) by hand, at the time the notice is delivered to or left at that party's address; or

36.1.2 if delivered by post, two (2) Business Days after being posted or in the case of Airmail 14 Business Days after being posted.

- 36.2 This Clause 36 will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply or to general communications under the Contract.

37. Entire Agreement

- 37.1 Subject to Clause 37.2:

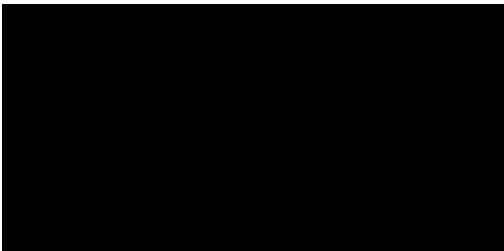
- 37.1.1 the Contract and all documents referred to in the Contract, contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into the Contract by a statement which the Contract does not contain; and
- 37.1.2 without prejudice to the Service Provider's obligations under the Contract, the Service Provider is responsible for and shall make no claim against the Authority in respect of any misunderstanding affecting the basis of the Service Provider's tender in respect of the Contract or any incorrect or incomplete information howsoever obtained.
- 37.2 Nothing in this Clause 37 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.
38. **Counterparts**
- This Contract may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.
39. **Relationship of the Parties**
- Nothing in the Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in the Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.
40. **Further Assurance**
- Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of the Contract.
41. **Governing Law**
- The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 26, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that the Authority has the right in its absolute discretion to enforce a judgment and take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

42. Electronic Execution

This Contract may be executed by the electronic application of the Parties' authorised signatories' signatures and provision of electronic copies of the same.

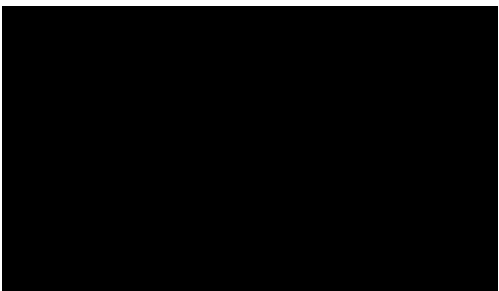
THE CONTRACT has been signed for and on behalf of the Parties the day and year written above.

Signed by)
for and on behalf of)
The Greater London Authority)
Signature



Date: 24 April 2020

Signed by)
for and on behalf of)
Turner & Townsend Consulting)
Limited)
Signature



Date: 22 April 2020

**SCHEDULE 1
KEY CONTRACT INFORMATION**

- 1. Contract Reference Number: GLA 81353**
- 2. Name of Service Provider: Turner & Townsend Consulting Limited**
- 3. Commencement:**
 - (a) Contract Commencement Date: 1 April 2020**
 - (b) Service Commencement Date: 1 April 2020**
- 4. Duration/Expiry Date:** The Contract shall commence on the Contract Commencement Date and shall continue in force until the earlier of:
 - (a) the expiry of a period of 30 months commencing on and including the Contract Commencement Date; and
 - (b) 23:59:59 on 30 September 2022,

save that the Authority has an option, exercisable at its sole discretion, to extend the duration of the Contract for a further period or periods up to a total of 18 months by giving notice in writing to the Service Provider provided that such notice is served at least one month prior to the date on which the Contract would otherwise have expired or the expiry of the then current extension period. Any extension will be at the Authority's sole discretion and subject to the appointed Service Provider's satisfactory performance and availability of funds.

- 5. Payment (see Clauses 5.1, 5.2 and 5.4):**

Clause 5.1

The payment period in respect of the Basic Amount shall be 4-weekly in arrears in line with each Accounting Period commencing on and from the Service Commencement Date in accordance with Schedule 4.

The payment period in respect of the KPI Incentive Payments (to the extent that the same are payable in accordance with Schedule 4) shall be six monthly in arrears commencing on and from the Service Commencement Date.

Clause 5.2

The Authority's electronic invoicing system (Electronic Procure-to-Pay (eP2P) or such other electronic invoicing system as the Authority may nominate from time to time) shall be used.

6. Address where invoices shall be sent:

Invoices must be sent to invoices@tfl.gov.uk

Any queries regarding invoices should be sent to:

Accountspayable@tfl.gov.uk

Transport for London
Accounts Payable
14 Pier Walk,
London
SE10 0ES

7. Time for payment where not 30 days (see Clause 5.4): [NOT USED]

8. Details of the Authority's Programme Manager

[REDACTED]

9. Details of the Authority's Procurement Manager

[REDACTED]

10. Service Provider's Key Personnel:

Name & Position	Contact Details	Area of Responsibility
[REDACTED]	[REDACTED]	[REDACTED]

11. Notice period in accordance with Clause 27.4 (termination without cause):

45 days

12. Address for service of notices and other documents in accordance with Clause 36:

For the Authority:

As set out in Section 8

For the Service Provider: As set out in Section10

- 13. Office facilities to be provided to the Service Provider in accordance with Clause 11.3: N/A**

SCHEDULE 2

SPECIAL CONDITIONS OF CONTRACT

1. Funding Agreement

- 1.1 The Service Provider shall comply with the Funding Agreement (to the extent applicable to the Services).
- 1.2 The Service Provider shall not do or omit to do anything which will, or might reasonably be expected to put the Authority in breach of the Funding Agreement.
- 1.3 The Service Provider shall indemnify, keep indemnified and hold harmless the Authority and each member of the Authority Group from and against all Losses which the Authority or any other member of the Authority Group incurs or suffers arising directly or indirectly out of or in connection with any failure by the Service Provider to comply with paragraph 1.1 or 1.2 of this Schedule 2.

2. Information Barriers

- 2.1 Pursuant to the Service Provider's obligations under clause 10, this paragraph 2 applies in the event that the Service Provider discloses to the Authority that the Service Provider or a Group Company of the Service Provider wishes to be considered for and compete for works contracts as part of the Authority's RE:FIT framework of energy service companies (including where those works are awarded under the Authority's RE:FIT framework)) ("**RE:FIT Works Contracts**").
- 2.2 The Service Provider will ensure that there is no conflict of interest arising from its or any of its Group Companies' involvement in any RE:FIT Works Contracts and the Service Provider shall, upon the Authority's request, demonstrate to the Authority's reasonable satisfaction that appropriate information barriers have been put in place between the Service Provider's Personnel and the personnel working on any RE:FIT Works Contracts (including any personnel working on any tenders for any RE:FIT Works Contracts).
- 2.3 If the Service Provider becomes aware of any breach of this paragraph 2 of Schedule 2, the Service Provider will notify the Authority immediately, and shall take such steps as the Authority requires (in the Authority's absolute discretion) to remedy the breach and to demonstrate to the Authority's reasonable satisfaction that appropriate information barriers are in place.

3. Key Performance Indicators

- 3.1 The Service Provider shall provide the Services in accordance with the KPIs.
- 3.2 The detail of the KPIs are set out in paragraph 6 of the Specification.

- 3.3 Failure to achieve the KPIs will require the Service Provider to put in place a Remediation Plan in accordance with paragraph 6 of this Schedule 2 and will entitle the Authority to withhold the KPI Incentive Payment in accordance with Schedule 4.

4. Services to third parties

- 4.1 Subject to paragraph 4.2 of this Schedule 2, the Parties acknowledge that the Service Provider will provide the PDU Services to various organisations.
- 4.2 Prior to providing any PDU Services to any organisation, the Service Provider will enter into a separate agreement with such organisation (the “**Support Plan**”) substantially in the form to be agreed between the Parties in accordance with paragraph 4.3 of this Schedule 2.
- 4.3 As soon as reasonably practicable following the Contract Commencement Date, the Parties will work together in good faith to agree the form of Support Plan and in any event within two months commencing on and from the Contract Commencement Date, which will include:
- 4.3.1 the PDU Services to be provided by the Service Provider to the relevant organisation;
 - 4.3.2 the organisation’s obligations in respect of the retrofit project to which the Support Plan applies;
 - 4.3.3 an acknowledgement by the parties to the Support Plan of the relationship between the Authority and the Service Provider which reflects paragraph 4.3.5 of this Schedule 2;
 - 4.3.4 a clause confirming that the Authority will not have any liability to either the Service Provider or the organisation and that the Service Provider or the organisation will not make any claim against the Authority arising out of and/or in connection with the Support Plan, including in each case in relation to a breach of, or a failure to perform or defect or delay in performance of, any of the Service Provider’s obligations under any Support Plan or the Service Provider’s negligence; and
 - 4.3.5 any additional provisions required by the relevant organisation, including for example, provisions pertaining to the protection of confidential information, access to that organisation’s premises, compliance with policies of that organisation, ownership of intellectual property in any deliverables, compliance with laws and anti-bribery.
- 4.4 Without prejudice to the generality of clause 39, nothing in this Contract gives the Service Provider the authority to act as the agent of the Authority or to hold itself out as the agent of the Authority and the Service Provider shall not at any time hold itself out as the Authority’s agent when providing the PDU Services.
- 4.5 The Authority shall have no liability for the Service Provider’s acts or omissions including any liability, whether in contract, tort,

misrepresentation, restitution, under statute or otherwise, including any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of the Service Provider's obligations under any Support Plan or the Service Provider's negligence.

- 4.6 The Service Provider shall indemnify, keep indemnified and hold harmless the Authority and each member of the Authority Group from and against all Losses which the Authority or other member of the Authority Group incurs or suffers arising directly or indirectly out of or in connection with:
 - 4.6.1 any failure by the Service Provider to comply with this paragraph 4 of Schedule 2; and
 - 4.6.2 any third party claim against the Authority and/or other member of the Authority Group which has been caused by any act or omission of the Service Provider.

5. Limitation on Liability

- 5.1 For the purposes of this paragraph 5, "**Liability**" shall mean liability arising out of or in connection with this Contract, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party's obligations under this Contract, in each case howsoever caused including if caused by negligence.
- 5.2 Without prejudice to paragraph 5.3 of this Schedule 2, nothing in this Contract will operate to exclude or restrict:
 - 5.2.1 a party's Liability for its deliberate breach or wilful default of this Contract; or
 - 5.2.2 the relevant Party's Liability under the indemnities provided in clause 8.6, paragraph A9.1.2 of Schedule 2, paragraph A20.7 of Schedule 2, paragraph A21.10.6 of Schedule 2, or paragraph A21.11 of Schedule 2.
- 5.3 Nothing in this Contract will operate to exclude or restrict any Liability of a party which cannot legally be limited, including Liability:
 - 5.3.1 in respect of death or personal injury caused by negligence;
 - 5.3.2 for fraud or fraudulent misrepresentation; and
 - 5.3.3 for breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 5.4 Subject to paragraphs 5.2 and 5.3 of this Schedule 2:
 - 5.4.1 the Service Provider's maximum aggregate Liability to the Authority shall not exceed £10,000,000 (ten million pounds); and
 - 5.4.2 the Authority's maximum aggregate Liability which arises in any one Year will be limited to the Charges properly due and payable in that Year in accordance with this Contract.
- 5.5 Subject to paragraphs 5.2 and 5.3 of this Schedule 2, neither Party shall have any Liability to the other for any:

- 5.5.1 loss of profits;
- 5.5.2 loss of sales or business;
- 5.5.3 loss of agreements or contracts;
- 5.5.4 loss of anticipated savings;
- 5.5.5 loss of use or corruption of software, data or information;
- 5.5.6 loss of or damage to goodwill; or
- 5.5.7 indirect loss.

6. Service Default

- 6.1 If at any time a Service Default occurs or the Service Provider becomes aware that a Service Default is likely to occur then notwithstanding any other provision in this Contract, the Service Provider will, in each case without cost to the Authority and without prejudice to the Authority's other rights and remedies, take all remedial action that is necessary to remedy the relevant Service Default (provided the failure in question is remediable) as soon as reasonably practicable and to prevent the Service Default in question from recurring.
- 6.2 If at any time a Material Default occurs or the Service Provider becomes aware that a Material Default is likely to occur then notwithstanding any other provision in this Contract, the Service Provider will, without cost to the Authority and without prejudice to the Authority's other rights and remedies:
 - 6.2.1 immediately notify the Authority in writing of the nature and extent of the Material Default, the anticipated impact of the Material Default on the Services, the root cause of the Material Default and the Service Provider's proposed Remediation Plan in respect of that Material Default, which will, as a minimum, comply with paragraph 6.3;
 - 6.2.2 obtain the Authority's confirmation of the timescales within which the Material Default is to be remedied;
 - 6.2.3 amend any proposed Remediation Plan to reflect all of the Authority's comments, and so as to require the Service Provider to take any additional steps the Authority may require and then implement the amended Remediation Plan as soon as possible and, in any event, within the timescales set out in the Remediation Plan;
 - 6.2.4 if the Authority so requests, procure that the member of the Service Provider's Personnel who is responsible for rectifying the relevant Material Default is available to discuss the matter with the Authority;
 - 6.2.5 if the Authority so requests, permit the Authority (or its representatives) to attend operational meetings to the extent that they relate to the planning and implementation of the Remediation Plan;
 - 6.2.6 report to the Authority on a regular basis and, in any event no less than weekly, on the Service Provider's progress against the Remediation Plan implemented by it; and

- 6.2.7 promptly notify the Authority in writing of any non-trivial changes required to the Remediation Plan from time to time and the reasons for those changes, all such changes to be subject to the Authority's prior written consent (to be given at its sole discretion).

This paragraph 6.2 is without prejudice to the Authority's right to terminate for a material breach in accordance with Clause 27.1.1.

- 6.3 All Remediation Plans will (unless otherwise agreed in writing by the Authority):

- 6.3.1 require the Service Provider to deploy all additional resources and take all remedial action that is necessary to rectify the relevant Material Default; and

- 6.3.2 be performed and completed within timescales set by the Authority. The Authority will, in considering an appropriate period for remedy, take into account the consequences of such Material Default and the implications of continued failure but the decision as to such period will be in the Authority's absolute discretion.

- 6.4 If the Service Provider fails to carry out any of the matters referred to in paragraph 6.2 above, the Authority may:

- 6.4.1 provide the Service Provider with a corrective action plan in respect of the Material Default, which the Service Provider will be obliged to implement at its cost in accordance with its terms and which the Service Provider will be measured against; and/or

- 6.4.2 remedy (or appoint a third party to remedy) the Material Default at the Service Provider's cost and the Service Provider will provide and permit the use by the Authority of the Service Provider's assets, vehicles, equipment and personnel to the extent necessary to remedy such Material Default.

- 6.5 All of the Service Provider's costs in preventing and/or remedying Material Defaults and/or developing and implementing a Remediation Plan will be met by the Service Provider.

- 6.6 The Authority may employ a third party to audit the Service Provider's remedy of the Material Default and the Service Provider will give such auditor all necessary access to its records and premises to carry out the audit. The Service Provider will bear the cost of any such audit.

A1**PRIVACY AND DATA PROTECTION**

For the purposes of this Clause A1, unless the context indicates otherwise, the following expressions shall have the following meanings:

“Authority Personal Data”	Personal Data and/or Sensitive Personal Data Processed by the Service Provider or any sub-contractor on behalf of the Authority, pursuant to or in connection with this Contract;
“Data Controller”	has the meaning given to it in Data Protection Legislation;
“Data Processor”	has the meaning given to it in Data Protection Legislation;
“Data Protection Impact Assessment”	an assessment by the Data Controller of the impact of the envisaged Processing on the protection of Personal Data;
“Data Protection Legislation”	means: (a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data; (b) Directive (EU) 2016/680 (the Law Enforcement Directive); (c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018; (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003;
“Data Subject”	has the meaning given to it in Data Protection Legislation;
“Personal Data”	has the meaning given to it in Data Protection Legislation;

“Processing”	has the meaning given to it in Data Protection Legislation and “Process” and “Processed” will be construed accordingly;
“Restricted Countries”	any country outside the European Economic Area other than the UK following withdrawal from the European Union;
“Sensitive Personal Data”	sensitive or special categories of Personal Data (as defined in Data Protection Legislation) which is Processed pursuant to or in connection with this Contract; and
“Subject Request”	a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation including the right (i) to be informed, (ii) of access, (iii) to rectification, (iv) to erasure, (v) to restrict processing, (vi) to data portability, (vii) to object and (viii) to automated decision making including profiling.

A1.1 With respect to the Parties' rights and obligations under the Contract, the Parties acknowledge that the Authority is a Data Controller solely responsible for determining the purposes and manner in which Authority Personal Data is to be Processed, and that the Service Provider is a Data Processor.

A1.2 Details of the Authority Personal Data to be Processed by the Service Provider and the purposes of such Processing are as follows:

A1.2.1 The Authority Personal Data to be Processed by the Service Provider (if any) concerns the following categories of Data Subject:

- Customers, i.e. beneficiaries/recipients of Retrofit Accelerator support services
- Prospects customers
- ESCos, i.e. the service providers of the RE:FIT framework

A1.2.2 The Authority Personal Data to be Processed includes the following types of Personal Data and/or Sensitive Personal Data:

- Names, email addresses, telephone numbers, organisation addresses – all professional contacts data and not members of the public or personal contact details.

A1.2.3 The Authority Personal Data is to be Processed for the following purpose(s):

To ensure that the Service Provider can effectively comply with the Contract to provide technical assistance services to the organisations.

A1.2.4 The Authority Personal Data will not be Processed in any Restricted Countries.

A1.2.5 The subject matter of the Authority Personal Data to be Processed is:

The Processing is necessary to ensure that the Service Provider can effectively deliver the Contract to provide technical assistance services to public services organisations.

A1.2.6 The duration of the Processing shall be:

From the start of the contract 1st April 2020 to the Contract completion date of 30th September 2022 or in the event that the Contract completion date is extended, to any such extended Contract completion date.

A1.2.7 The nature of the Processing is:

Collection, recording, storage, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available (for the purposes of delivering the services of the Programme Delivery Unit for the Retrofit Accelerator – Workplaces) and, only through consent from beneficiaries, through newsletters, reports, invitations to events or training, case study requests and evaluations.

- A1.3 Without prejudice to the generality of Clause 23, the Service Provider shall:
- A1.3.1 process the Authority Personal Data only in accordance with written instructions from the Authority to perform its obligations under the Contract;
 - A1.3.2 use its reasonable endeavours to assist the Authority in complying with any obligations under Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Authority to breach any of its obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;
 - A1.3.3 notify the Authority without undue delay if it determines or is notified that an instruction to Process Personal Data issued to it by the Authority is incompatible with any obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;
 - A1.3.4 maintain, and make available to the Authority on its request, documentation which describes the Processing operations for which it is responsible under this Contract including:
 - A1.3.4.1 the purposes for which Authority Personal Data is Processed;
 - A1.3.4.2 the types of Personal Data and categories of Data Subject involved;
 - A1.3.4.3 the source(s) of the Personal Data;
 - A1.3.4.4 any recipients of the Personal Data;
 - A1.3.4.5 the location(s) of any overseas Processing of Authority Personal Data;
 - A1.3.4.6 retention periods for different types of Authority Personal Data; and
 - A1.3.4.7 where possible a general description of the security measures in place to protect Authority Personal Data;
 - A1.3.5 where requested to do so by the Authority, assist the Authority in carrying out a Data Protection Impact

Assessment in accordance with guidance issued from time to time by the Information Commissioner (and any relevant requirements detailed in Data Protection Legislation);

- A1.3.6 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, take appropriate technical and organisational security measures which are appropriate to protect against unauthorised or unlawful Processing of Authority Personal Data and against accidental loss, destruction of, or damage to such Authority Personal Data which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the measures);
- A1.3.7 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, provide the Authority with such information as the Authority may from time to time require to satisfy itself of compliance by the Service Provider (and/or any authorised sub-contractor) with Clauses A1.3.6 and A1.3.8, including, protocols, procedures, guidance, training and manuals. For the avoidance of doubt, this shall include a full report recording the results of any privacy or security audit carried out at the request of the Service Provider itself or the Authority;
- A1.3.8 notify the Authority without undue delay and in any event within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of this Clause A1, including the unauthorised or unlawful Processing of Authority Personal Data, or its accidental loss, destruction or damage;
- A1.3.9 having notified the Authority of a breach in accordance with Clause A1.3.8, keep the Authority properly and regularly informed in writing until the breach has been resolved to the satisfaction of the Authority;
- A1.3.10 fully cooperate as the Authority requires with any investigation or audit in relation to Authority Personal Data and/or its Processing including allowing access to premises, computers and other information systems, records, documents and agreements as may be reasonably necessary (whether in relation to Processing pursuant to the Contract, in relation to compliance with Data Protection Legislation or in relation to any actual or suspected breach), whether by the Authority (or any agent acting on its behalf), any relevant regulatory body, including the Information Commissioner, the police and any other statutory law enforcement agency, and shall do

so both during the Contract and after its termination or expiry (for so long as the Party concerned retains and/or Processes Authority Personal Data);

A1.3.11 notify the Authority within two (2) Business Days if it, or any sub-contractor, receives:

A1.3.11.1 from a Data Subject (or third party on their behalf):

A1.3.11.1.1 a Subject Request (or purported Subject Request); or

A1.3.11.1.2 any other request, complaint or communication relating to the Authority's obligations under Data Protection Legislation;

A1.3.11.2 any communication from the Information Commissioner or any other regulatory authority in connection with Authority Personal Data; or

A1.3.11.3 a request from any third party for disclosure of Authority Personal Data where compliance with such request is required or purported to be required by law;

A1.3.12 provide the Authority with full cooperation and assistance (within the timescales reasonably required by the Authority) in relation to any complaint, communication or request made as referred to in Clause A1.3.11, including by promptly providing:

A1.3.12.1 the Authority with full details and copies of the complaint, communication or request; and

A1.3.12.2 where applicable, such assistance as is reasonably requested by the Authority to enable it to comply with the Subject Request within the relevant timescales set out in Data Protection Legislation;

A1.3.13 when notified in writing by the Authority, supply a copy of, or information about, any Authority Personal Data. The Service Provider shall supply such information or data to the Authority within such time and in such form as specified in the request (such time to be reasonable) or if

no period of time is specified in the request, then within two (2) Business Days from the date of the request;

A1.3.14 when notified in writing by the Authority, comply with any agreement between the Authority and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any Authority Personal Data; and

A1.3.15 if required to do so by Data Protection Legislation, appoint a designated Data Protection Officer.

A1.4 The Service Provider shall not share Authority Personal Data with any sub-contractor without prior written consent from the Authority. The Service Provider shall provide the Authority with such information regarding the proposed sub-contractor as the Authority may reasonably require. The Service Provider shall only share Authority Personal Data with a sub-contractor where there is a written contract in place between the Service Provider and the sub-contractor which requires the sub-contractor to:

A1.4.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider; and

A1.4.2 comply with the same obligations which the Service Provider is required to comply with under this Clause A1 (and in particular Clauses 12.1, 17.1, 17.2, 19.1, 21.2, 23 and 24).

A1.5 The Service Provider shall, and shall procure that any sub-contractor shall:

A1.5.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider and as reasonably necessary to perform the Contract in accordance with its terms;

A1.5.2 not Process Authority Personal Data for any other purposes (in whole or part) and specifically, but without limitation, reproduce or refer to it in training materials, training courses, commercial discussions and negotiations with third parties or in relation to proposals or tenders with the Authority;

A1.5.3 not Process Authority Personal Data in such a way as to:

A1.5.3.1 place the Authority in breach of Data Protection Legislation;

- A1.5.3.2 expose the Authority to the risk of actual or potential liability to the Information Commissioner or Data Subjects;
 - A1.5.3.3 expose the Authority to reputational damage including adverse publicity;
 - A1.5.4 not allow Service Provider's Personnel to access Authority Personal Data unless such access is necessary in connection with the provision of the Services;
 - A1.5.5 take all reasonable steps to ensure the reliability and integrity of all Service Provider's Personnel who can access Authority Personal Data;
 - A1.5.6 ensure that all Service Provider's Personnel who can access Authority Personal Data:
 - A1.5.6.1 are informed of its confidential nature;
 - A1.5.6.2 are made subject to an explicit duty of confidence;
 - A1.5.6.3 understand and comply with any relevant obligations created by either this Contract or Data Protection Legislation; and
 - A1.5.6.4 receive adequate training in relation to the use, care, protection and handling of Personal Data on an annual basis.
 - A1.5.7 not disclose or transfer Authority Personal Data to any third party without the Service Provider having obtained the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Contract);
 - A1.5.8 without prejudice to Clause A1.3.6, wherever the Service Provider uses any mobile or portable device for the transmission or storage of Authority Personal Data, ensure that each such device encrypts Authority Personal Data; and
 - A1.5.9 comply during the course of the Contract with any written retention and/or deletion policy or schedule provided by the Authority to the Service Provider from time to time.
- A1.6 The Service Provider shall not, and shall procure that any sub-contractor shall not, Process or otherwise transfer any Authority Personal Data in or to any Restricted Countries without prior written

consent from the Authority (which consent may be subject to additional conditions imposed by the Authority).

A1.7 If, after the Service Commencement Date, the Service Provider or any sub-contractor wishes to Process and/or transfer any Authority Personal Data in or to any Restricted Countries, the following provisions shall apply:

A1.7.1 the Service Provider shall submit a written request to the Authority setting out details of the following:

A1.7.1.1 the Authority Personal Data which will be transferred to and/or Processed in any Restricted Countries;

A1.7.1.2 the Restricted Countries which the Authority Personal Data will be transferred to and/or Processed in;

A1.7.1.3 any sub-contractors or other third parties who will be Processing and/or receiving Authority Personal Data in Restricted Countries;

A1.7.1.4 how the Service Provider shall ensure an adequate level of protection and adequate safeguards in respect of the Authority Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Authority's compliance with Data Protection Legislation;

A1.7.2 in preparing and evaluating such a request, the Parties shall refer to and comply with applicable policies, procedures, guidance and codes of practice produced by the Parties and/or the Information Commissioner in connection with the Processing of Personal Data in (and/or transfer of Personal Data to) any Restricted Countries;

A1.7.3 the Service Provider shall comply with any written instructions and shall carry out such actions as the Authority may notify in writing when providing its consent to such Processing or transfers, including:

A1.7.3.1 incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) into this Contract or a separate

data processing agreement between the Parties; and

A1.7.3.2 procuring that any sub-contractor or other third party who will be Processing and/or receiving or accessing the Authority Personal Data in any Restricted Countries enters into a data processing agreement with the Service Provider on terms which are equivalent to those agreed between the Authority and the Service Provider in connection with the Processing of Authority Personal Data in (and/or transfer of Authority Personal Data to) any Restricted Countries, and which may include the incorporation of the clauses referred to in A1.7.3.1.

A1.8 The Service Provider and any sub-contractor (if any), acknowledge:

A1.8.1 the importance to Data Subjects and the Authority of safeguarding Authority Personal Data and Processing it only in accordance with the Authority's written instructions and the Contract;

A1.8.2 the loss and damage the Authority is likely to suffer in the event of a breach of the Contract or negligence in relation to Authority Personal Data;

A1.8.3 any breach of any obligation in relation to Authority Personal Data and/or negligence in relation to performance or non performance of such obligation shall be deemed a material breach of Contract;

A1.8.4 notwithstanding Clause 27.1.1, if the Service Provider has committed a material breach under Clause A1.8.3 on two or more separate occasions, the Authority may at its option:

A1.8.4.1 exercise its step in rights pursuant to Clause A16;

A1.8.4.1 withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or

A1.8.4.2 terminate the Contract in whole or part with immediate written notice to the Service Provider.

- A1.9 Compliance by the Service Provider with this Clause A1 shall be without additional charge to the Authority.
- A1.10 The Service Provider shall remain fully liable for all acts or omissions of any sub-contractor.
- A1.11 Following termination or expiry of this Contract, howsoever arising, the Service Provider:
- A1.11.1 may Process the Authority Personal Data only for so long and to the extent as is necessary to properly comply with its non-contractual obligations arising under law and will then comply with Clause A1.11.3;
 - A1.11.2 where Clause A1.11.1 does not apply, may Process the Authority Personal Data only for such duration as agreed in Clause A1.2.6 above and following this will then comply with Clauses A1.11.3 and A1.11.4;
 - A1.11.3 subject to Clause A1.11.1, shall on written instructions from the Authority either securely destroy or securely and promptly return to the Authority or a recipient nominated by the Authority (in such usable format as and to the extent the Authority may reasonably require) the Authority Personal Data; or
 - A.1.11.4 in the absence of instructions from the Authority after 12 months from the expiry or termination of the Contract securely destroy the Authority Personal Data.
- A1.12 Authority Personal Data may not be Processed following termination or expiry of the Contract save as permitted by Clause A1.11.
- A1.13 For the avoidance of doubt, and without prejudice to Clause A1.11, the obligations in this Clause A1 shall apply following termination or expiry of the Contract to the extent the Party concerned retains or Processes Authority Personal Data.
- A1.14 The indemnity in Clause 19 shall apply to any breach of Clause A1 and shall survive termination or expiry of the Contract.
- A1.15 The Parties' liability in respect of any breach of Clause 23.1 and this Clause A1 insofar as they relate to fines, court awards, settlements and legal costs shall be unlimited.

A2

IT SYSTEMS

For the purposes of this Clause A2, unless the context indicates otherwise, the following expressions shall have the following meanings:

“Euro Compliant”	that the software, electronic or magnetic media, hardware or computer system (whichever is applicable) is capable of, and will not require any replacement or changes in order to be capable of, supporting the introduction of, changeover to and operation of the Euro as a currency and in dual currency (Sterling and Euro) and will not manifest any material error nor suffer a diminution in performance or loss of functionality as a result of such introduction, changeover or operation and it shall (if applicable) be capable of processing transactions calculated in Euros separately from or in conjunction with other currencies and is capable of complying with any legislative changes relating to the Euro;
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A2.1 The Service Provider shall ensure that:

A2.1.1 any software, electronic or magnetic media, hardware or computer system used or supplied by the Service Provider in connection with the Contract shall:

A2.1.1.1 not have its functionality or performance affected, or be made inoperable or be more difficult to use by reason of any data related input or processing in or on any part of such software, electronic or magnetic media, hardware or computer system;

A2.1.1.2 not cause any damage, loss or erosion to or interfere adversely or in any way with the compilation, content or structure of any data, database, software or other electronic or magnetic media, hardware or computer system used by, for or on behalf of the either or both of the Authority or any other member of the Authority Group, on which it is used or with which it interfaces or comes into contact;

A2.1.1.3 comply with the Government’s open standards principles as documented at <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles#open-standards-principles>;

A2.1.1.4 be Euro Compliant; and

any variations, enhancements or actions undertaken by the Service Provider in respect of such software, electronic or magnetic media, hardware or computer system shall not affect the Service Provider's compliance with this Clause A2.

A20 TRANSFER OF EMPLOYEES TO SERVICE PROVIDER

A20.1 [NOT USED]

A20.2 For the purposes of this Clause A20 and Clause A21, unless the context indicates otherwise, the following expressions shall have the following meanings:

A20.2.1 **“Current Service Provider(s)”** means the provider or providers of services substantially similar to the Services immediately before the Service Commencement Date;

A20.2.2 **“Employment Costs”** means all salaries, wages, commissions, bonuses, holiday pay (including payment for accrued but untaken holiday), sick pay, national insurance contributions, pension contributions made to or on behalf of an employee, taxation (including all income tax deductible under PAYE) and all other emoluments);

A20.2.3 **“Employment Liabilities”** means all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, damages, awards, compensation, claims, demands, proceedings and legal costs (on a full indemnity basis);

A20.2.4 **“Final Staff List”** has the meaning set out in Clause A21.4;

A20.2.5 **“Further Transfer Date”** means the date on which the Services (or any part of them) cease to be provided by the Service Provider and start to be performed by the Authority or any Replacement Service Provider when (assuming that TUPE applies) the transfer of employment of the Re-Transferring Personnel from the Service Provider to the Authority or any Replacement Service Provider occurs;

A20.2.6 **“Relevant Period”** means the period starting on the earlier of:

- (a) the date falling 6 calendar months before the date of expiry of the Contract; or

- (b) if the Contract is terminated by either Party in accordance with Clause 27.3 or by the Authority in accordance with Clause 27.1, 27.2, 27.4 or 27.5, the date of the relevant termination notice;

and ending on the Further Transfer Date;

- A20.2.7 **“Replacement Service Provider”** means any replacement supplier or provider to the Authority of the Services (or any part of the Services) and any Sub-Contractor to such replacement supplier or provider;
- A20.2.8 **“Re-Transferring Personnel”** means any Service Provider’s Personnel who are assigned (for the purposes of TUPE) to the relevant Services (or any part of them) immediately before the Further Transfer Date and whose employment contract will transfer to the Authority or the Replacement Service Provider pursuant to TUPE with effect from the Further Transfer Date;
- A20.2.9 **“Staff List”** has the meaning set out in Clause A21.1;
- A20.2.10 **“Staffing Information”** has the meaning set out in Clause A21.1;
- A20.2.11 **“Sub-Contractor”** means any subcontractor to the Current Service Provider(s), the Service Provider or the Replacement Service Provider as the context dictates which is engaged in the provision of the Services or any part of them (or services substantially similar to the Services or any part of them) and includes the sub-contractor of any such sub-contractor;
- A20.2.12 **“Transfer of Services”** means the transfer of the provision of the Services from the Current Service Provider and any Sub-Contractor to the Service Provider and any Sub-Contractor;
- A20.2.13 **“Transferring Staff”** means such employees of the Current Service Provider(s) (and its Sub-Contractors) as are assigned (for the purposes of TUPE) to the Services the names of whom as at the date of this Contract are listed in Appendix 1 to this Clause A20; and
- A20.2.14 **“TUPE”** means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

- A20.3 It is understood and acknowledged by the Parties that TUPE applies to the Transfer of Service and accordingly, pursuant to TUPE, the contracts of employment between the Current Service Provider and any Sub-Contractor and the Transferring Staff will have effect from the Services Commencement Date as if originally made between the Service Provider (or its Sub-Contractor(s)) and the Transferring Staff (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be subject to the provisions of Clause A20.4).
- A20.4 The Service Provider will provide the Transferring Staff with access to a pension scheme in accordance with the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 and TUPE with effect from the Services Commencement Date.
- A20.5 The Parties agree that all Employment Costs in respect of the Transferring Staff will be allocated as follows:
- A20.5.1 the Current Service Provider(s) will be responsible for any Employment Costs relating to the period up to the Services Commencement Date; and
- A20.5.2 the Service Provider will be responsible for any Employment Costs relation to the period on and after the Services Commencement Date,
- and Employment Costs will if necessary be apportioned on a time basis between the Current Service Provider(s) and the Service Provider, regardless of when such sums fall to be paid.
- A20.6 The Authority warrants to the Service Provider that none of the Authority's employees will transfer to the Service Provider under TUPE as a result of the Transfer of Service.
- A20.7 The Service Provider will indemnify and keep indemnified the Authority and the Current Service Provider(s) (and its Sub-Contractors) from and against all Employment Liabilities which the Authority or the Current Service Provider(s) (or its Sub-Contractors) incur or suffer arising out of or in connection with:
- A20.7.1 any act or omission by or on behalf of the Service Provider (or its Sub-Contractors) in respect of any person employed or engaged by it (or its Sub-Contractors) (including the Transferring Staff) on or after the Services Commencement Date;
- A20.7.2 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE in relation to the Transfer of Services;

- A20.7.3 any claim brought or other action taken by or on behalf of any of the Transferring Staff which arises from or in connection with (directly or indirectly) any act or omission or communication made to the Transferring Staff by the Service Provider (or its Sub-Contractors) before the Services Commencement Date;
- A20.7.4 the employment or termination of employment by the Service Provider (or its Sub-Contractors) of any Transferring Staff on or after the Services Commencement Date;
- A20.7.5 any actual or proposed changes by the Service Provider (or its Sub-Contractors) to the terms and conditions of employment or working conditions of any of the Transferring Staff which are or are alleged to be to the detriment of any of the Transferring Staff.
- A20.8 The Service Provider will provide the Current Service Provider(s) (or its Sub-Contractors), as soon as practicable, but in any event in good time before the Services Commencement Date with all information which the Current Service Provider (or its Sub-Contractors) may reasonably require to enable it to comply with its information and consultation obligations under TUPE and, if requested, will confirm to the Authority when it has done so and provide a copy to the Authority.
- A20.9 The Service Provider warrants and undertakes to the Authority that all information given to the Current Service Provider(s) (or its Sub-Contractors) regarding the Transferring Staff and any measures it proposes to take in relation to them is and will be full and accurate in all respects.
- A20.10 Clause 31.1 shall be amended so that benefits conferred on the Current Service Provider or its Sub-Contractors under this Clause A20 shall be enforceable by them.

APPENDIX 1 TO CLAUSE A20

List of Transferring Staff

TRANSFER OF EMPLOYEES ON EXPIRY OR

- such information together being the "**Staffing Information**".

- A21.6 The Service Provider warrants that as at the Further Transfer Date:
- A21.6.1 the Final Staff List and the Staffing Information relating to persons on that list will be complete and accurate;
 - A21.6.2 the Final Staff List will identify all actual and potential Re-Transferring Personnel; and
 - A21.6.3 it will have disclosed all terms and conditions of employment or engagement and other Staffing Information relating to the Re-Transferring Personnel to the Authority.
- A21.7 During the Relevant Period the Service Provider will not and will procure that its Sub-Contractors do not without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):
- A21.7.1 terminate or give notice to terminate the employment or engagement or replace the persons listed on the most recent Staff List or any Re-Transferring Personnel (save for any termination for gross misconduct, provided that the Authority is informed promptly of such termination);
 - A21.7.2 deploy or assign any other person to perform the Services who is not included on the most recent Staff List other than temporarily and in the ordinary course of business;
 - A21.7.3 make, propose or permit any changes to the terms and conditions of employment or engagement of any persons listed on the most recent Staff List or any Re-Transferring Personnel;
 - A21.7.4 increase to any significant degree the proportion of working time spent on the Services by any of the Service Provider's Personnel other than temporarily and in the ordinary course of business; or
 - A21.7.5 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment) applicable to any person listed on the most recent Staff List or any Re-Transferring Personnel.
- A21.8 The Service Provider will promptly notify the Authority of any notice of resignation received from any person listed on the most recent Staff List or the Final Staff List (if any) during the Relevant Period regardless of when such notice takes effect.

A21.9 The Service Provider agrees that the Authority will be permitted to disclose any information provided to it under this Clause A21 in anonymised form to any person who has been invited to tender for the provision of the Services (or similar services) and to any third party engaged by the Authority to review the delivery of the Services and to any Replacement Service Provider.

A21.10 If TUPE applies on the expiry or termination of the Contract, on the termination or variation of any Service or any part of such a Service, or on the appointment of a Replacement Service Provider, the following will apply:

A21.10.1 The contracts of employment of the Re-Transferring Personnel will have effect from the Further Transfer Date as if originally made between the Re-Transferring Personnel and the Authority or Replacement Service Provider (or its Sub-Contractor) (as appropriate) (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be treated in accordance with the provisions of the Pensions Act 2004 and the Transfer of Employment (Pensions Protection) Regulations 2005).

A21.10.2 During the Relevant Period the Service Provider will:

A21.10.2.1 provide the Authority or Replacement Service Provider (as appropriate) with access to such employment and payroll records as the Authority or Replacement Service Provider (as appropriate) may require to put in place the administrative arrangements for the transfer of the contracts of employment of the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate);

A21.10.2.2 allow the Authority or Replacement Service Provider (as appropriate) to have copies of any of those employment and payroll records;

A21.10.2.3 provide all original employment records relating to the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate); and

A21.10.2.4 co-operate with the Authority and any Replacement Service Provider in the orderly

management of the transfer of employment of the Re-Transferring Personnel.

If the Re-Transferring Personnel are employed or engaged by Sub-Contractors, the Service Provider will procure such Sub-Contractors provide the Authority or Replacement Service Provider (as appropriate) with the same level of access, information and cooperation.

A21.10.3 The Service Provider warrants to each of the Authority and the Replacement Service Provider that as at the Further Transfer Date no Re-Transferring Personnel (except where the Service Provider has notified the Authority and the Replacement Service Provider (if appointed) in writing to the contrary) to the Service Provider's knowledge:

A21.10.3.1 is under notice of termination;

A21.10.3.2 is on long-term sick leave;

A21.10.3.3 is on maternity, parental or adoption leave;

A21.10.3.4 has committed any serious security breach or engaged in any serious fraudulent activity or misconduct amounting to a breach of any regulations;

A21.10.3.5 is entitled or subject to any additional terms and conditions of employment other than those disclosed to the Authority or Replacement Service Provider (as appropriate);

A21.10.3.6 is or has been within the previous two years the subject of formal disciplinary proceedings;

A21.10.3.7 has received a written warning (other than a warning that has lapsed);

A21.10.3.8 has taken or been the subject of a grievance procedure within the previous two years; or

A21.10.3.9 has objected, or has indicated an intention to object, in accordance with TUPE to his or her employment transferring to the Authority or Replacement Service Provider (as appropriate) under TUPE.

A21.10.4 The Service Provider undertakes to each of the Authority and any Replacement Service Provider that it will (and will procure that its Sub-Contractors will):

A21.10.4.1 continue to perform and observe all of its obligations under or in connection with the contracts of employment of the Re-Transferring Personnel and any collective agreements relating to the Re-Transferring Personnel up to the Further Transfer Date;

A21.10.4.2 pay to the Re-Transferring Personnel all Employment Costs to which they are entitled from the Service Provider or any Sub-Contractor which fall due in the period up to the Further Transfer Date;

A21.10.4.3 to pay to the Authority or the Replacement Service Provider (as appropriate) within 7 days of the Further Transfer Date any apportioned sum in respect of Employment Costs as set out in Clause A21.10.5; and

A21.10.4.4 to comply in all respects with its information and consultation obligations under TUPE and to provide to the Authority or Replacement Service Provider (as appropriate) such information as the Authority or Replacement Service Provider may request in order to verify such compliance.

A21.10.5 The Parties agree that all Employment Costs in respect of the Re-Transferring Personnel will be allocated as follows:

A21.10.5.1 the Service Provider will be responsible for any Employment Costs relating to the period up to the Further Transfer Date;

A21.10.5.2 the Authority or (where appointed) any Replacement Service Provider will be responsible for the Employment Costs relating to the period on and after the Further Transfer Date,

and will if necessary be apportioned on a time basis (regardless of when such sums fall to be paid).

A21.10.6 The Service Provider will indemnify and keep indemnified each of the Authority and any Replacement Service Provider from and against all Employment Liabilities which

the Authority or the Replacement Service Provider incurs or suffers arising directly or indirectly out of or in connection with:

A21.10.6.1 any failure by the Service Provider to comply with its obligations under this Clause A21.10;

A21.10.6.2 any act or omission by or on behalf of the Service Provider (or its Sub-Contractors) in respect of the Re-Transferring Personnel whether occurring before on or after the Further Transfer Date;

A21.10.6.3 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE (except to the extent that such failure arises from a failure by the Authority or the Replacement Service Provider to comply with Regulation 13 of TUPE);

A21.10.6.4 any claim or demand by HMRC or any other statutory authority in respect of any financial obligation including but not limited to PAYE and national insurance contributions in relation to any Re-Transferring Personnel to the extent that such claim or demand relates to the period from the Contract Commencement Date to the Further Transfer Date;

A21.10.6.5 any claim or demand or other action taken against the Authority or any Replacement Service Provider by any person employed or engaged by the Service Provider (or its Sub-Contractors) (other than Re-Transferring Personnel included on the Final Staff List) who claims (whether correctly or not) that the Authority or Replacement Service Provider has inherited any liability from the Service Provider (or its Sub-Contractors) in respect of them by virtue of TUPE.

A21.11 If TUPE does not apply on the expiry or termination of the Contract, the Service Provider will remain responsible for the Service Provider Personnel and will indemnify and keep indemnified the Authority against all Employment Liabilities which the Authority incurs or suffers arising directly or indirectly out of or in connection with the employment or termination of employment of any of the Service Provider Personnel or former Service Provider Personnel.

A21.12 The Service Provider will procure that whenever the Authority so requires on reasonable notice at any time during the continuance in force of this Contract and for 2 years following the date of expiry or earlier termination of the Contract the Authority will be given reasonable access to and be allowed to consult with any person, consultant or employee who, at that time:

A21.12.1 is still an employee or sub-contractor of the Service Provider or any of the Service Provider's associated companies; and

A21.12.2 was at any time employed or engaged by the Service Provider in order to provide the Services to the Authority under this Contract,

and such access and consultation will be provided on the first occasion free of charge and thereafter be charged at reasonable rates for the time spent by the Service Provider or its employees or Sub-Contractors on such consultation. The Service Provider will use all reasonable endeavours to procure that such persons co-operate with the Authority's requests.

A21.13 Clause 31.1 shall be amended so that benefits conferred on the Replacement Service Provider under this Clause A21 shall be enforceable by them.

APPENDIX 1 TO CLAUSE A21

Information to be provided in respect of those on the Staff List

- Amount of time spent on the Services (or any part of the Services specified by the Authority)
- Date of birth
- Role Title/Designation and Role Profile
- Annual Salary £
- Bonus and Commission Amount and Frequency
- Pay Frequency and Date
- Overtime - Contractual or Non Contractual and Rates
- Contractual Working Hours
- Contract Type - Permanent/Temporary
- Geographical Area Of Work/Location
- Commencement of Employment Date
- Continuous Service Date
- Car Allowance
- Pension Contributions
 - 1) Employer
 - 2) Employee
 - Including additional information on:
 - who were originally employees of the Authority;
 - who were members of (or eligible to become members of) the TfL Pension Fund / The Local Government Pension Scheme for England and Wales/The Principal Civil Service Pension Scheme;
 - whose employment transferred from the Authority to the Service Provider under TUPE; and
 - who were entitled to broadly comparable benefits under the Current Contractor's Scheme
- Details of the relevant employee representative body or bodies and relevant collective agreements
- Date of Annual Pay Award
- Annual Leave Entitlement
- Contractual Notice Period
- Public Holiday/Concessionary Days Entitlement
- Sickness Entitlement (in 12 month rolling period)
- Salary/wage increases pending
- Eligibility for enhanced redundancy pay and any other contractual or non-contractual termination of severance arrangements (including methods of calculation)

- Details of any other benefits provided, whether contractual or non-contractual
- Copy of employment contract or applicable standard terms and employee handbook
- Any loans or educational grants
- For those employees who are foreign nationals the country of citizenship, immigrant status and all documentation required by law to demonstrate a right to work in the United Kingdom
- Information on any disciplinary or grievance procedure taken against or by an employee in the two years immediately preceding the information being provided
- Information about any tribunal claims in the immediately preceding two years or whether there are reasonable grounds to believe a claim may be brought
- Department and place on organisation chart
- Average absence due to sickness
- Training and competency records

SCHEDULE 3 – SPECIFICATION

The Service Provider will fulfil the obligations and requirements proposed in the Specification document attached. The Specification comprises of the Specification and the Service Provider's Technical Submission in response to it which is also attached at this Schedule 3.

The Specification

Programme Delivery Unit for the Retrofit Accelerator – Workplaces

Project No: GLA 81353

Greater London Authority
City Hall
The Queen's Walk
London SE1 2AA

**GREATER
LONDON
AUTHORITY**



European Union
European Regional
Development Fund

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ORGANISATIONAL OVERVIEW

Greater London Authority (GLA)

City Hall has one Mayor and 25 Assembly Members who are elected by Londoners. With the support of City Hall's staff they work to make London the best big city in the world. Also known as the Greater London Authority (GLA), it was created after a referendum in 1998, when Londoners voted in favour of a directly elected Mayor to represent London's interests, and a London Assembly to scrutinise their work.

Further information can be found here: <https://www.london.gov.uk/>

Business Unit - Environment

Detailed information can be found here: <https://www.london.gov.uk/what-we-do/environment>

Section 1 Introduction and background

1 Summary

- 1.1. The GLA's wants to appoint a Service Provider to deliver its Retrofit Accelerator – Workplaces programme. Currently known as RE:FIT, it is the Mayor's award-winning public sector energy programme which assists public sector organisations to retrofit public sector buildings in London by providing a framework of Energy Service Companies (ESCos) and an expert team to provide support.
- 1.2. **Please note:** Retrofit Accelerator for Workplaces programme is going to be the new name for what has been referred to up to now as the wider RE:FIT London programme. The Programme Delivery Unit for Retrofit Accelerator - Workplaces is the new name for what has been referred to up to now as the RE:FIT London Programme Delivery Unit. The national framework of ESCos will retain its name of RE:FIT.
- 1.3. The overarching aims of the Programme Delivery Unit (PDU) for the Retrofit Accelerator – Workplaces are to maximise energy savings, cut fuel bills and reduce carbon emissions in public sector buildings in London. It achieves this by supporting organisations to develop and tender services and implement retrofitting and clean energy generation projects. The Service Provider will be expected to provide the full delivery service and to meet the targets and standards set out in this Specification.
- 1.4. The new Programme Delivery Unit (PDU) for the Retrofit Accelerator – Workplaces will build on the work of the current PDU, which has been in place since 2016, and will end in early 2020. It is expected that the current PDU will leave a healthy pipeline of retrofit projects for the new PDU.
- 1.5. The contract is expected to run from April 2020 for two and a half years, with the option to extend for up to a further one and a half years.
- 1.6. The maximum budget, allocated over the two and a half years of this contract, is £3,000,000 exclusive of VAT. Half of this will come from the European Regional Development Fund (ERDF) and half from GLA budgets. Tenderers should bid against the full £3,000,000 value.

1.7 The GLA is looking for a Service Provider with a proven track record of programme management; delivery and technical ability to continue deliver this exciting and challenging programme, and help to deliver the Mayor's ambitions for a zero carbon London.

The full specification is set out in Section 2.

2. Introduction and background

2.1 Carbon reduction targets and Mayoral programmes

The Mayor's London Environment Strategy, published in 2018, sets out a target for London to be zero-carbon by 2050.

The Mayor's Energy for Londoners (EfL) programme encompasses a range of projects and initiatives to help decarbonise the domestic and non-domestic sector whilst also alleviating fuel poverty and enabling and accelerating the deployment of a smarter energy system. The Retrofit Accelerator programmes are part of these initiatives:

- the Retrofit Accelerator for Homes programme supports and accelerate the retrofit of domestic properties in London; and
- the Retrofit Accelerator for Workplaces programme supports and accelerate the retrofit of non-domestic public sector properties in London

2.1.1 Retrofit Accelerator for Workplaces is the new name for what has been referred to up to now as the wider RE:FIT London programme. The Programme Delivery Unit for Retrofit Accelerator - Workplaces is the new name for what has been referred to up to now as the RE:FIT London Programme Delivery Unit. The national framework of ESCos will retain its name of RE:FIT.

2.1.2 To fully decarbonise London, greenhouse gas (GHG) emissions will need to be reduced from around 34 megatons (MtCO₂e) today to near zero by 2050. To make this happen, London will require careful but far reaching reforms, which are underpinned by three high-level objectives:

- reduce emissions of London's homes and workplaces while protecting the most disadvantaged by tackling fuel poverty
- develop clean and smart, integrated energy systems utilising local and renewable energy resources
- a zero emission transport network by 2050.

2.1.3 Emissions from buildings account for around 80 per cent of London's emissions (workplaces 44 per cent, homes 36 per cent, and transport 21 per cent), with public sector buildings contributing as much as 30 per cent of energy consumption in London's services sector and as much as ten per cent of London's total carbon footprint. Given that 80 per cent of London's current buildings will still be standing in 2050, a strong retrofit programme is essential to meeting the Mayor's carbon reduction target.

2.2 RE:FIT's history and achievements

2.2.1 RE:FIT, as it was called originally, was developed by the Mayor to overcome three key barriers that were preventing the retrofit of non-domestic public sector buildings from happening at the required rate and scale:

- a lack of capacity and expertise within public sector organisations to identify and implement projects, and access finance
- protracted and complex procurement processes
- risks associated with investing money with long term paybacks and no savings guarantee.

2.2.2 A RE:FIT pilot was launched by the Mayor in 2008 to test whether a combination of an energy performance contracting (EPC) model and expert technical support could overcome the barriers set out above and so accelerate the pace and scale of retrofit. Under this model, energy service companies (ESCOs) guarantee a set level of energy savings, thus ensuring a future income stream to fund investment in the energy efficiency improvements. This approach means the risk associated with the delivery of energy savings is borne by the ESCo rather than the building owner. During the pilot, 42 GLA-owned buildings successfully underwent energy efficiency works, with energy savings as high as 28 per cent over an average seven year payback from an investment of £8m.

2.2.3 Given the success of the pilot, in 2009 the Mayor set up a RE:FIT energy performance contracting framework of ten suppliers under the EU procurement regime, to streamline the procurement process and ensure guaranteed savings for public sector organisations. The framework was open to organisations throughout the UK. Technical support was provided on an interim basis. In 2011 the GLA, with ELENA funding, set up London's first PDU, appointing Turner & Townsend to support London's public sector organisations and to manage the framework.

2.2.4 The third (and current) RE:FIT framework was procured by Local Partnerships, Crown Commercial Services and the GLA in 2016. Also a national framework, it comprises the following 14 ESCOs and expires in April 2020:

- Ameresco Ltd
- Bouygues Energies & Services FM (UK) Ltd
- Breathe Energy
- British Gas Trading Ltd
- EDF Energy Customers Plc
- Engie Services Ltd
- E.ON Energy Solutions Ltd
- ISS Facility Services Ltd
- Kier Services
- Larkfleet Ltd

- Robertson Construction Group Ltd
 - SSE Contracting Ltd
 - Veolia
 - Vital Energy Utilities Ltd
- 2.2.5 A new RE:FIT framework is currently being procured which will cover the period 2020-2024.
- 2.2.6 A testament to the success of RE:FIT is that, in 2014, Local Partnerships, with the support of and funding from the then Department of Energy and Climate Change, launched a support service similar (though not identical) to the one operating in London, for public sector organisations outside the capital.
- 2.2.7 RE:FIT has delivered a huge range of projects to support the delivery of energy and carbon savings across the public sector. Its specific achievements in London, as of August 2019 were as follows:
- Over 700 buildings supported for retrofit
 - 35,000 tonnes of CO₂ saved annually
 - over 100,000,000 kWh of energy saved annually
 - over £120m of investment levered in for retrofit.
- 2.2.8 Over 200 organisations have joined RE:FIT since its inception, including iconic organisations and buildings such as the Bank of England, the London School of Economics, Transport for London, Kew Gardens and St Helier hospital. Case studies of projects undertaken by RE:FIT are available on the RE:FIT London website at <https://www.london.gov.uk/what-we-do/environment/energy/energy-buildings/refit/refit-london-case-studies>
- 2.2.9 As stated above, RE:FIT operates across England and Wales. However, the geographical scope of the services being procured under this contract is London only.
- 2.2.10 It should also be noted that once launched, the new Programme Delivery Unit will be known as the Programme Delivery Unit for the Retrofit Accelerator – Workplaces as the support services will now be called Retrofit Accelerator - Workplaces.
- 2.3 The scope of the Retrofit Accelerator for Workplaces programme**
- 2.3.1 The programme enables a range of organisations, including local authorities, schools, universities, government departments, hospitals, leisure centres and museums, to implement retrofit projects and achieve large carbon and financial savings. It does this by providing:
- the RE:FIT framework of ESCos, which saves time and resources for organisations seeking to procure retrofit works;
 - an energy performance contracting (EPC) model which guarantees energy savings/performance for the contracting authority; and

- expert support teams (one specific to London and others covering the rest of England and Wales) which provide the end to end support needed to get projects up and running and successfully implemented.

2.3.2 The Retrofit Accelerator offers organisations:

- free in-depth technical, building management, energy performance contracting and general contract management expertise in project development and delivery, to help create the right approach for organisations' requirements and drive savings and/or income generation, with the benefit of a performance guarantee;
- a unique insight into current retrofit best practice and market intelligence from across the UK and access to best practice information, including case studies and knowledge sharing among participants;
- templates to help organisations deliver each stage of the process in the most efficient and effective way, together with support to complete those templates correctly;
- flexible financing approaches for delivering projects; and
- a clear and transparent pricing approach to maximise savings to the public purse.

2.3.3 It supports a wide range of energy conservation measures (ECMs) covering all relevant technologies, services, applications or methodologies, provided they are in connection with projects focused on energy efficiency or energy generation. These include, but may not be limited to:

- variable speed pumps and fans
- voltage optimisation
- insulation
- draught proofing
- lighting upgrades and controls
- building management system controls
- heat recovery
- boiler replacements
- combined heat and power
- solar thermal
- renewable heat (including heat pumps)
- solar photovoltaic.

2.3.4 To date, the programme has focused on non-domestic public sector buildings, but in future may also include domestic properties and commercial buildings. It has also, to date, focused on energy conservation and

generation measures but in future may cover water conservation and other wider resource-saving measures.

2.3.5 The Retrofit Accelerator is aimed at organisations that have access to funding for energy efficiency and/or energy generation programmes, either from their own budgets or from other sources. Possible sources of funding include, but may not be limited to, the following (often in combination):

- the organisation's own financial resources
- finance provided by the ESCo
- third party finance (including works-based, services-based and leasing approaches)
- income sources (such as income from energy sales)
- structured finance (such as domestic or European loans or private investment)
- grants or other government funding (UK government and/or EU)
- subsidies (such as the renewable heat incentive or other subsidies).

2.3.6 There are also strong links between RE:FIT and Salix, with many of the schools going through the programme benefitting from this funding stream. And also with the £500m Mayor of London's Energy Efficiency Fund (MEEF).

2.4 The RE:FIT framework

2.4.1 The next RE:FIT framework will be in place at around the same time as a Service Provider is appointed under this contract. The new framework will be jointly owned by the GLA and Local Partnerships. As with the current framework, it is being competitively tendered via an OJEU advertised process and will be a national energy performance contracting framework.

2.4.2 Benefits of the RE:FIT framework include:

- guaranteed energy savings and a transfer of the risk associated with the delivery of energy savings from the building owner to the ESCo
- the ability for straightforward, fast and efficient tendering, including the use of mini-competition tendering templates, to enable bidding to focus on the key requirements of a project
- because it is centrally-managed framework, the co-ordination of activities across users and the continuous improvement of the approach and support process
- clear pricing and pre-agreed core call-off contract terms, to reduce time between service provider selection and contracting, with the ability to adjust and/or supplement call-off contract terms at mini-competition if required
- the potential to capture economies of scale of larger contracts through collaborative procurement

- the potential to use a range of financing options for projects, to enable higher capital investment and maximise potential benefits for contracting authorities.

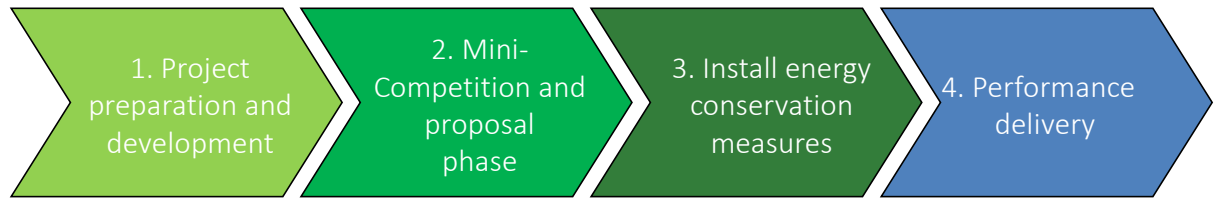
2.4.3 Its scope includes:

- energy reduction and energy efficiency measures such as:
 - provision and installation of new equipment
 - optimisation of equipment (including existing equipment)
 - provision of related services
 - maintenance in relation to any of the above
- energy generation measures such as:
 - provision and installation of new equipment
 - optimisation of equipment (including existing equipment)
 - provision of related services
 - maintenance in relation to any of the above
- associated works and services (including design and optimisation services) in relation to any of the above
- wider property improvement in support of RE:FIT projects – provided that a significant element is covered by energy reduction/energy efficiency and/or energy generation measures in the programme and such improvement can reasonably be included within the scope of the relevant project
- financing of any element of the project, including any costs associated with the project but not delivered by the service provider (eg third party fees and/or services)
- measurement and verification (M&V) services
- the potential for specific requirements to be incorporated into projects to cover wider strategic goals and benefits (eg economic, including job creation, environmental and social).

2.4.4 Organisations accessing the framework will draw upon it by creating a project brief and running a mini-competition. The project brief sets out the requirements specific to their organisation. Organisations will distribute the ITT and project brief to all ESCOs on the framework, and some or all may bid.

2.4.5 As part of the mini-competition, organisations have a degree of flexibility in setting the evaluation criteria. The level of framework ESCOs effort/investment is likely to be matched to the size and complexity of the projects. The ESCo will guarantee a minimum level of achieved energy savings throughout the project duration. This will include intermediate milestones over the project duration. These energy savings will be delivered within a defined maximum and minimum payback period.

- 2.4.6 The framework is flexible in the approach used to develop, tender and implement a project. Within this, there are a series of typical overarching phases as set out below.

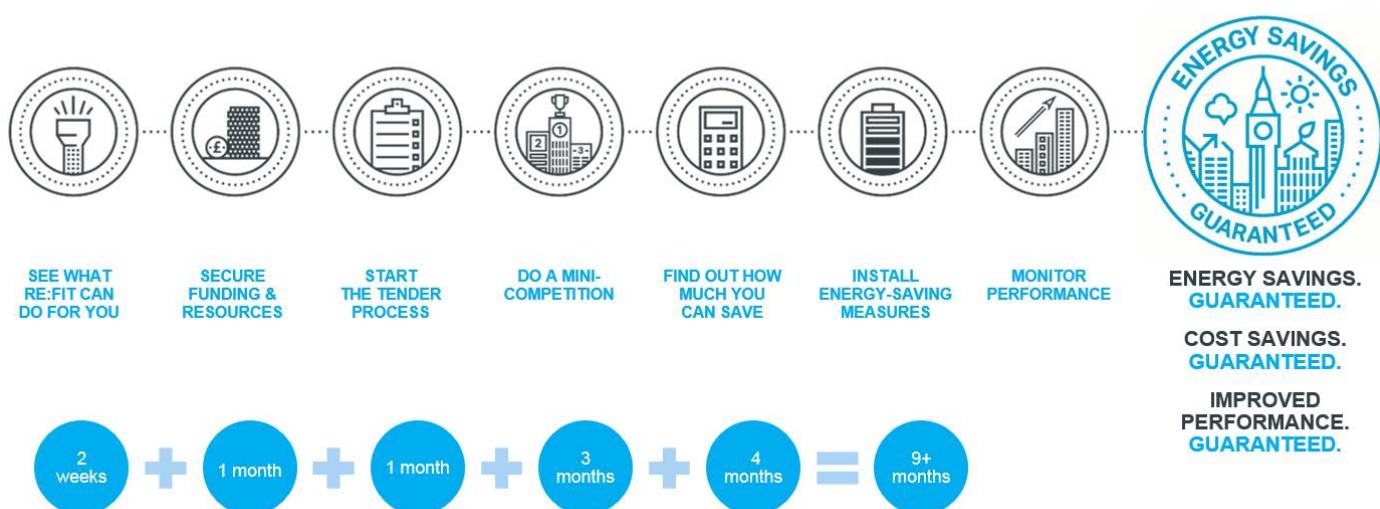


- 2.4.7 It should be noted that whilst the current framework has a levy of 0.25 per cent of contract value applied by Crown Commercial Services, this will no longer be the case with the fourth version of the RE:FIT framework. CCS will not be a party to the RE:FIT framework anymore.
- 2.4.8 It is anticipated that the overwhelming majority of projects supported by the new PDU will appoint ESCOs through the RE:FIT framework. However, there may be occasions where an alternative procurement route is more appropriate. These may include where retrofit works are being undertaken as part of wider asset management and maintenance works by an ESCO that has already been contracted by an organisation for that purpose.
- 2.4.9 Relevant documents relating to the RE:FIT framework can be found in the Appendices.

2.5 The PDU

2.5.1 The activities of the PDU have, to date, covered the following broad areas:

- engagement
- marketing and communication
- support to clients throughout the RE:FIT process, which generally comprises the following stages:



- management of aspects of the RE:FIT framework
- programme management, governance and reporting

2.5.2 The detail of these activities are set out in Section 2, so will not be repeated here. In general, the activities of the new PDU will very similar to those of the current one. There are, however, key areas where activities will be enhanced or added:

- increasing acquisition and engagement activities including strategies and review and update of the current business development strategy in order to significantly grow the pipeline;
- expanding the Retrofit Accelerator client base and generate new projects for existing users;
- prioritising organisations to approach, engaging at a senior level to get buy-in and adapting the level of support and additional services offered to the requirements of each organisation to maximise uptake;
- continuing to leverage access to the Health sector (through collaboration with NHS Improvement) and re-prioritise engagement with the London Boroughs in view of the recent increased interest in climate change action,

- in particular those London Boroughs which have declared a climate emergency; and
- promoting and implement the changes made to the RE:FIT framework (v4), in particular in promoting the faster route for solar panels only projects and seeking new opportunities for heat networks.

2.6 Challenges, opportunities and demand

Challenges

2.6.1 ESCos and delivery agents have identified the following challenges to the delivery of large scale retrofit in London:

- a highly complex operating environment due to the size, density and diversity of the capital;
- the high number of public sector organisations active across London;
- a highly complex operating environment, involving relationships with numerous public sector organisations, each with different rules and ways of working;
- problems in obtaining the necessary data and information from organisations;
- problems in obtaining the necessary levels of commitment for delivery of retrofit projects; and
- higher delivery costs in London compared to other regions.

2.6.2 There are also a number of challenges facing public sector organisations in delivering domestic retrofit activity, including having sufficient:

- technical understanding in order to identify the most appropriate low carbon solutions for their stock
- knowledge of funding sources and how to access them
- ability to integrate low carbon retrofit with general buildings investment programmes and maintenance activities
- resource to develop capacity in the above areas and to implement low carbon retrofit activity
- expertise and resource in procuring retrofit solutions
- resource to co-ordinate or drive retrofit activity
- information on the make-up and energy performance of their building portfolios
- levels of financial understanding required for funding retrofit measures and for financing delivery schemes
- information on the commercial benefits to engage senior management successfully and obtain approvals to proceed.

Opportunities and demand

- 2.6.3 With around 4,000 public sector organisations and around 27.5m m² of non-domestic public sector building floor space in the capital, there is clearly enormous scope to retrofit much more of this sector.
- 2.6.4 There is also a clear need for many of these organisations to be supported to get their projects up, running and implemented. There remains a lack of expertise and capacity within most public sector organisations, so without a PDU many projects simply would not happen or would not be as extensive and successful. Almost all those that have used or are using RE:FIT have very limited capacity within their organisation to procure, manage and execute retrofit projects. Indeed, the two main barriers identified by the industry and public sector organisations to the delivery of energy efficiency projects in the public sector are a lack of internal capacity and expertise, and a lack of access to finance. Public sector organisations have, in recent years, been subject to severe financial constraints, so have not had the resources to build up knowledge and capacity around retrofit and around energy performance contracting.
- 2.6.5 Organisations using, or that have used, RE:FIT have confirmed that they would not have been able to retrofit their buildings without the support of the PDU. For example, the London School of Economics has stated publicly that: *'Without the structure and support of RE:FIT, it would have been much more challenging to gain the necessary support and approvals to move our programme forward'*. Furthermore the London Boroughs of Harrow, Sutton, Brent, the West London Alliance and Tower Hamlets College all drafted business cases in the past to support energy efficiency in their buildings, but none of their projects proceeded. With the support of the PDU, all subsequently implemented successful projects.
- 2.6.6 The current PDU's pipeline is continuing to grow, demonstrating ongoing demand for its service and the framework. It is anticipated the new PDU will inherit a healthy pipeline of projects from the current PDU.
- 2.6.7 As an indication of the scale of opportunities, the current PDU, over its contract period (since April 2016), is actively working with about 40 public sector organisations. An anonymised pipeline is shared in the Appendices.

2.7 Funding

- 2.7.1 Between July 2011 and June 2015, funding for the PDU in London came from the European Local Energy Assistance (ELENA) programme and the GLA (a total of EUR 2,884,680). ELENA funding was conditional on the programme leveraging in a minimum of £60m (25 times the ELENA investment). During the period of ELENA funding which ended on 30 June 2015, the programme supported the delivery of retrofit projects worth £76.4m - 37 times the ELENA investment.
- 2.7.2 The current PDU (April 2016 to August 2019) is funded equally by the ERDF and the GLA up to around £4.1m in total.
- 2.7.3 The GLA has been successful at securing an extension of 3-years with ERDF to a value of £1,870,065 for provision of the Retrofit Accelerator PDU

services from September 2019 to September 2022. With match-funding from the GLA, the total value of this three-year extension to RE:FIT is £3.74m.

- 2.7.4 The current PDU contract has been extended for seven months from September 2019 to March 2020 to cover the time required for this procurement and allow for un-interrupted delivery of the support services. Therefore some of the funds will be used to cover costs of the existing PDU delivering its services until this procurement is completed. Some of the funds were also earmarked for contribution to the cost of a project manager at the GLA.
- 2.7.5 Overall, we therefore anticipate the total value of this contract for a new PDU to be around **£3.0m for a 2.5 years period** (1 April 2020 to 30 September 2022).
- 2.7.6 Of the total £3,000,000 available for the PDU costs, 20% (£600,000) will be retained for incentivisation payments therefore the total remaining budget for the contract outside of incentives is £2,400,000.

2.8 Governance and oversight

- 2.8.1 Within the GLA, the Energy for Londoners Working Group scrutinises and provides the high level governance for the Mayor's energy and retrofit programmes. It meets fortnightly and comprises the Mayor's Office, senior management and officers responsible for the programmes. The GLA's Investment and Performance Board also scrutinises the performance of the Retrofit Accelerator, through regular dashboards outlining performance, budget, risks and issues.
- 2.8.2 A RE:FIT Executive Board, comprising the GLA and Local Partnerships, is also currently being set up. This will provide high level strategic advice and help support the co-ordination of project, and contracting authority and service provider activity inside and outside London:
 - advising on the strategic direction for the programme
 - developing marketing and communication approaches, to increase the RE:FIT project pipeline and number of projects delivered
 - monitoring the cost-effectiveness of the operation of the RE:FIT framework, to ensure that clients are getting value for money
 - dealing with key issues escalated to it, in relation to the operation of and delivery under the framework.

Section 2 Schedule of requirements

1. Targets, objectives and benefits of the Programme Delivery Unit for the Retrofit Accelerator – Workplaces

- 1.1 The overarching aims of the Programme Delivery Unit for the Retrofit Accelerator – Workplaces, which this tender relates to, are to facilitate and accelerate energy savings, fuel bills savings and carbon emissions reduction in non-domestic public sector buildings and assets.
- 1.2 The PDU is expected to achieve the following key targets/key performance indicators (KPIs) by the end of the two and a half years of the contract:
- at least **120,916,943 kWh** of energy saved per year in public sector buildings supported by the PDU – this is an ERDF contractual target by 30 September 2022 and the appointed PDU would not start at zero but at the level achieved by the current PDU by 31 March 2020 (projected to be around 68,259,266 kWh)
 - at least **34,046 tonnes** of carbon saved annually in public sector buildings supported by the PDU – this is an ERDF contractual target by 30 September 2022 and the appointed PDU would not start at zero but at the level achieved by the current PDU by 31 March 2020 (projected to be at least 14,986 tonnes)
 - at least an additional **40 new Access Agreement** signed (new London public sector organisations accessing RE:FIT)
 - at least an additional **200 buildings** supported for retrofit¹
- 1.3 The objectives of the PDU are:
- to accelerate the delivery of energy, carbon and cost saving retrofit projects for non-domestic public buildings and assets in London;
 - to recruit new organisations to undertake energy saving and generation retrofit projects through RE:FIT using a researched and targeted approach to business development;
 - to maintain relationships with organisations who are using or who have previously used the programme, to facilitate further stages of existing retrofit projects and develop and implement new ones;
 - to provide end to end support to organisations, enabling them:
 - to access, prepare and procure Energy Conservation Measure (ECM) and energy generation works and/or optimisation services, primarily using an energy performance contracting model through the RE:FIT framework but also through other procurement routes where appropriate
 - to establish projects that maximise the opportunity for clients and target clients, by linking a range of technical, funding, financing and

¹ defined as reaching the detailed design stage (i.e. a final Investment Grade Proposal)

commercial solutions and through the provision of coaching, training and/or guidance

- to establish long term, organisation-wide ECM retrofit programmes
- to oversee all London projects run through the RE:FIT framework, from project initiation, to the design and delivery of works, to the Monitoring & Verification (M&V) process;
- to support the GLA and Local Partnerships in the management of the RE:FIT framework of approved ESCos;
- to aggregate, where possible, projects to establish programme level economies of scale for both funding applications and delivery;
- to develop and implement new and innovative approaches in order to overcome barriers to improving the energy efficiency of non-domestic public sector buildings;
- to provide high quality programme management and reporting, data retention and reporting to both the GLA and ERDF;
- to meet the reporting, publicity, evaluation and relevant capital funding agreement requirements of the ERDF contract; and
- through all the above to ultimately meet the programme's KPIs.

2. Core work areas

- 2.1 The work of the PDU could be split into the following seven workstreams, heavily inter-linked, each of which is described in more detail below:

Work Packages
Workstream A – Acquisition and business development to grow the pipeline of clients to meet KPIs
Workstream B – End to end technical assistance: benchmarking, procurement support, ITT preparation, tender support, client support, etc
Workstream C – Associated support (unlocking finance and funding, additional services, additional specialist input)
Workstream D - Programme strategic overview and operational management
Workstream E – Programme Management Office, data management and reporting to GLA and ERDF
Workstream F – Marketing, press and communication

A Acquisition and business development

- 2.2 This area of work is critical to getting and keeping public sector organisations interested in retrofit and signed up to receiving support from the Retrofit Accelerator PDU, using the RE:FIT framework (where optimal), proceeding into the project preparation phase and initiating further projects and project phases. Tasks and responsibilities include the following:

- **targeting and recruiting** new clients to participate in the programme and achieving agreement from existing clients for further phases of works supported by the PDU and the RE:FIT framework (or another delivery mechanism). This will include:
 - development of a business development strategy and implementation plan (which could build on the programme's existing one), researching the market and its sectors and prioritising targets
 - engagement plan (or capture plans) for each target with clear approach defined and justified to maximise chances of conversion
- **informing and persuading**, including through:
 - conducting meetings and engaging more widely with decision-makers at all levels within client organisations
 - educating staff members in the organisations about the Retrofit Accelerator programme and the RE:FIT framework, its benefits and its process, including energy performance contracting, and about the financing mechanisms available to enable organisations to fund projects
 - hosting workshops, coaching and providing training opportunities for prospective and participating organisations, including generating opportunities for participating organisations to share their experiences
- **obtaining formal sign-up to the programme**, by securing senior commitment within an organisation (by way of an access agreement), to ensure successful and lasting projects with strong client sponsorship. We anticipate there to be two forms of contracts to be entered into between the client organisation and RE:FIT and the PDU:
 - **an Access Agreement (between the client organisation and the GLA) to access the RE:FIT framework**
 - **a Support Plan (between the client organisation and the PDU) to set out the services offered by the PDU and what is expected in exchange from the client.**

The aims of the Support Plan are:

- To detail what services the Contracting Authority will be receiving from the PDU
- To detail what information, data, etc are expected from the Contracting Authority in exchange for the free services of the PDU to ensure successful delivery of their retrofit project
- To discharge any liability from the GLA in view of the services provided by the PDU to the Contracting Authority
- To set out any additional requirements of the Contracting Authority as more particularly detailed in paragraph 4.3.5 of Schedule 2 to the Contract

The current Access Agreement is being reviewed for the new RE:FIT framework but the existing form is included in the appendices. The

Support Plan would be a new document for the programme and is being drafted. The Service Provider will get involved in its development once appointed.

- **establishing positive and long-lasting relationships with existing clients** to enable additional phases of current projects and the development of new projects. This is expected to include facilitating a retrofit community for networking and sharing of best practice between participating organisations
- **compiling and maintaining a pipeline of retrofit projects for London.** This will consist of ready to implement, near-term and longer-term retrofit projects. The pipeline must be kept as a live resource, updated at least fortnightly in liaison with RE:FIT outside London, and with the most up to date version always available to the GLA RE:FIT Programme Manager.

B Technical assistance: project preparation, procurement and contract management

2.3 This area of work focuses on supporting organisations to prepare and procure retrofit services. This work package is the technical core of the PDU work.

Tasks and responsibilities include the following:

Client preparation

- **scoping and agreeing an appropriate plan of PDU support**, through gaining an understanding of the needs and aims of, and key drivers for, the organisation and how the PDU can best support these
- **preparing and educating clients, and influencing and managing their expectations**, to ensure their full understanding of and buy in to all stages and elements of the process and project

Project preparation

- **determining client-specific requirements** for each project and advising on the range of ECMs and energy generation technologies to be installed to best meet the clients' motivations and finance/risk appetite
- **selecting the buildings and assets** to be included in each project, ensuring that the most applicable buildings are incorporated to enable the project to be successful. This will include supporting organisations to prepare building data and gather key baseline energy data. It may include incorporating energy, water and renewable measures into asset management and planned maintenance plans to enable stock-wide retrofit
- **developing the business case.** This will include the percentage of energy and carbon savings to be achieved, the capital investment and the project payback period, support on the most appropriate approach for asset performance, savings performance and asset ownership, identifying performance and commercial/ finance/funding structures and the direct benefits and co-benefits to the organisation
- **advising on the most appropriate procurement route.** This will mainly involve procuring services and works from the RE:FIT framework, though

may include procuring through another framework, through a separate compliant process (for example, an OJEU advertised tender or service concession), or going through an existing contract (for example, for wider building or asset management and maintenance) as long as it includes an energy performance contract guaranteeing savings.

- **securing approval to proceed**, by engaging relevant stakeholders in the clients' organisation. These may include asset management, finance, and procurement teams as well as senior stakeholders

Procurement

- **supporting the use of the RE:FIT framework**. This may include
 - providing guidance on producing mini-competition specifications for a range of different retrofit measures and property types;
 - providing guidance on managing ESCos;
 - answering any questions from existing and target clients regarding the framework; and
 - supporting the RE:FIT framework mini-competition process, including tendering, clarification, evaluation and ESCo selection. This may range from light touch to in-depth support, depending on the client's requirements and the project size.
- **supporting the procurement process**, including advising on specification and procurement documentation and tender evaluation, to achieve value for money for the client.
- All of this whilst ensuring the RE:FIT framework clauses and requirements are carefully adhered to and that procurement law is followed.

Contract Management

2.4 This area of work focuses on facilitating the successful delivery of contracts and, in particular, the successful operation of the RE:FIT framework and its energy performance contracting approach. Contracts for retrofit projects will be managed by the client, with the PDU's tasks and responsibilities including the following:

- **progressing the ESCo and public sector organisations to contract signature**;
- **providing technical quality assurance and guidance** on building audits and investment grade proposals or detailed design. This may include providing feedback on the types and appropriateness of measures and works and optimisation services and clarifying client responsibilities;
- **progressing agreement to detailed design stage, signature of contracts and commencement of works** or optimisation services;
- **providing advice on contract management** to the client or supplier and troubleshooting problems with contracts between parties;

- **keeping informed of progress, and providing support to the organisation or ESCo, during the implementation of works or optimisation services.** This includes troubleshooting delivery problems, such as problems with contracts or suppliers and their contractors;
 - **supporting the achievement of good value for money and high performance** of the contract; and
 - **undertaking close out reviews** or similar after works or optimisation services have been completed and, if relevant, the project has moved into the M&V stage. This should include an assessment of client satisfaction with the service provided and a review of the client's need for future support.
- 2.5 Supporting the GLA in managing the RE:FIT Framework, including leading on communication at a framework level with the ESCos, keeping a tracker of all the mini-competitions happening on the framework, facilitating meetings between the framework owners (GLA and Local Partnerships) and the ESCos twice a year and any other framework activities as required.
- 2.6 The PDU will not conduct quality assurance of the works as this is the responsibility of, and will be overseen by, the contracting organisation.

C Associated support (unlocking finance and funding, additional services, additional specialist input)

- **advising on funding and financing opportunities**, supporting finance and funding applications, facilitating stakeholder partnerships and supporting funding negotiations to facilitate the most suitable funding and financing sources for each project. The PDU will not be expected to have the ability to provide full financial solution support, but it must be capable of explaining financial aspects of RE:FIT, confidently answering finance-related questions, having knowledge of general client financing issues and highlighting potential options. These may include Public Works Loan Board, service delivery based solutions, existing and emerging off balance sheet solutions, The Mayor Energy Efficiency Fund (MEEF) and Salix funding, other services structures, linking with asset management/planned maintenance budgets and leasing, community benefit society and crowdfunding approaches. Note that none of the above will constitute formal financial advice and clients must seek this independently;
- **developing and facilitating a range of additional services** such as training for clients on business case, contract management, M&V to get further buy-in from the clients and provide them with the right skills to generate successful projects. Also deploying project manager at client side to help expedite a project where lack of resources at client side has been identified as a key barrier to the project progressing; and
- calling upon **specialist technical input** and expertise as and when required if needed to expedite a project.
- The GLA would like to consider with the Service Provider the opportunity for Legal advice to be provided to the clients through the PDU services to

enable faster contract development. This could be offered only to selected clients where getting Legal input in contract drafting is a key barrier to progressing the project. This offer could be offered on a case-by-basis

D Programme strategic overview and operational management

2.7 The PDU's tasks and responsibilities will include the following:

- **internal governance of the PDU**, managing PDU resources and roles and responsibilities within the PDU team to ensure success;
- **providing leadership and strategic direction within the PDU team** to ensure quarterly and overall programme KPIs and targets are met;
- **providing continuous strategic input** into the programme to ensure delivery of KPIs;
- **managing aspects of the RE:FIT framework** so that it has high usage levels, good ESCos participation and positive client feedback. This will include:
 - managing the relationship with clients and ESCos, and the relationships between them
 - undertaking supplier management with ESCos to manage their performance
- **creating and implementing a range of processes to cover the PDU's activities**. These should cover the entire Retrofit Accelerator process, from initial client engagement, to successful tender and implementation of improvements, to review and monitoring
- **understanding projects' performance** to aid reporting and build a knowledge base, including developing case studies of retrofit best practice covering key measures and issues in London
- **liaising with and, where required, attending RE:FIT governance groups and other meetings as specified by the GLA**
- **ensuring the continuous improvement of the RE:FIT programme, services offered by the PDU and the RE:FIT framework**, through reflecting on lessons learned, monitoring and evaluating client satisfaction on an ongoing basis and developing and implementing new or different approaches as appropriate
- **meeting ad-hoc requirements that could be reasonably expected of a team responsible for the delivery of a major contract of this nature**. This will include providing ad-hoc updates, responses to questions (including Freedom of Information requests) and briefings to the GLA including support to Mayoral activities.

E Programme Management Office, data management and reporting

- **providing reports and information**, on both a planned and ad hoc basis, to the GLA for the GLA's own use or to be submitted by the GLA to ERDF. Also up-to-date information on clients and target clients. Ideally this would be through direct access to the Service Provider's Retrofit Accelerator

customer information database or customer relationship management tool. Alternatively, this could be through regular information downloads, supported by fast responses on specific information requirements. Any costs of this must be included in the tender response pricing;

- **developing and implementing a process to monitor and aggregate progress of all the projects.** Items to be monitored include CO2 emissions reductions, NOx emissions reductions, energy savings, project costs, investment leveraged, energy saving and generation measure, payback periods, buildings and assets retrofitted, square metres retrofitted, and the types of energy saving and energy generation measures or equipment installed; and
- **managing a database of all the projects**, such as a Programme Management Office to have an up-to-date register of all the project data for the programme which could be used to create dashboards and reports on the programme and its performance

F Marketing, press and communication

- **undertaking ongoing promotion, marketing and communications** to increase awareness of the Retrofit Accelerator - Workplaces programme, including by engaging with organisations individually, and more broadly through newsletters, social media, the GLA website and events;
- **showcasing the Retrofit Accelerator**, including through applying for awards and speaking at conferences and other events;
- **Pro-actively suggesting press release to promote the programme's successes and drafting those;**
- creating and maintaining information to enable **the Retrofit Accelerator web pages** to be hosted on the GLA website. This will cover all public tools, guidance and information. Content should be reviewed and updated at least once per quarter.

3. Key knowledge and competencies

3.1 These can be grouped around the following areas, and are described in more detail below:

A Engagement, acquisition and stakeholder management:

- an excellent understanding of and experience, expertise and results in some or all of the sectors in which the Retrofit Accelerator operates and is looking to operate in over the coming years. This includes but is not limited to Local Authorities, NHS Trusts and related organisations, universities and other education institutions, and central government departments;
- a strong track record in successful engagement and advanced marketing and communications to gain the right level of engagement and support from early stages onwards;

- substantial experience of successfully building and managing mutually beneficial relationships within the above sectors;
- strong business development skills, commercial expertise and knowledge of public sector decision-making and approvals processes;
- skills to communicate the opportunities in the right manner at the right stages of project development and delivery, and to offer training/coaching opportunities to transfer skills and knowledge to clients;
- excellent negotiation and client relationship management skills; and
- good experience in promoting and publicising a programme through various communication channels.

B Project, procurement and contracts management, including energy performance contracting:

- knowledge and experience of procurement and contracts management in general, and procuring and managing ECM projects using an energy performance contracting model in particular. This should cover:
 - the ability to identify the best contracting approach for each project
 - an understanding of the contractual elements from performance measurement, rights and remedies and knowledge of procuring energy performance contracts, and therefore the direct benefits, additionality and co-benefits, of energy performance contracts, to lead clients through the approach from procurement to contract implementation and M&V, and understanding of supplier tactics and approaches to bidding for and implementing such contracts
 - the ability to understand the impact of different finance and performance measurement methodologies on optimal procurement and contracting routes, and communicate this effectively and enable clients to secure internal or external finance and business case approval as the retrofit project is acceptable to them from the delivery, performance and finance and accounting treatment perspectives

C Building management and technical:

- strong technical knowledge and the ability to ensure that the right assets and buildings are selected, the appropriate opportunities are identified and the correct ECMs are designed and implemented;
- an excellent understanding of building systems, improvement areas and potential constraints and the ability to identify robust integrated engineering solutions that are appropriate, deliver the right level of savings and that are deliverable and acceptable to the client; and
- a good understanding of technologies that would lead to carbon savings
- a good strategic approach to net zero retrofit and how to use EPC model for whole retrofit to serve organisations aiming to achieve net zero carbon emissions.

D Finance and commercial:

- up to date knowledge of key finance mechanisms to deliver ECM works and optimisations services, and their features, the key measures and the activities that they can finance, as well as application processes and the implications of specific accounting or ownership approaches, and the ability to match funding solutions to projects
- the ability to explain financial aspects of RE:FIT, confidently answering finance related questions, having knowledge of client financing issues for ECM works and services, and highlighting potential options (though the PDU will not be expected to have the ability to provide full financial solution support)
- the ability to keep the PDU's knowledge up to date with suitable emerging and established solutions for different projects and client risk appetites as financial and commercial opportunities change over time.

E Programme management and delivery and quality of outputs:

- excellent programme and project management skills
- excellent programme management experience, including strategic planning of team's activities to deliver KPIs;
- excellent data management and track record of delivering outputs such as reports and dashboard to the highest standard, on time and with no mistakes
- excellent operational processes and quality control
- the ability to continuously review team's performance and adapt/review roles and priorities
- track record of managing projects data and reporting in an effective way with strong QA processes

4. Roles

GLA roles

- 4.1 The GLA will be responsible for making strategic decisions in relation to the Retrofit Accelerator - Workplaces programme. These may include changes such as to the legal and contractual aspects, agreeing changes to the RE:FIT framework, creating or using alternative frameworks for retrofitting, agreeing changes to the PDU operation and deciding on approaches to introduce additional funding to support the Retrofit Accelerator – Workplaces programme.
- 4.2 The GLA will also receive the various performance reports, request relevant information from the PDU and act as a key contract contact point for questions, proposals or requests from the PDU.
- 4.3 The GLA will provide a Retrofit Accelerator Programme Manager who will be the day-to-day client for this contract. The GLA Retrofit Accelerator Programme Manager has the overall responsibility in the GLA for the Retrofit Accelerator – Workplaces programme and use of the RE:FIT framework.
- 4.4 Specifically, the GLA Retrofit Accelerator Programme Manager will:
 - oversee the overall management, operation and delivery of the PDU

- ensure that the PDU delivers its contractual KPIs
 - be located within the PDU for at least two days each week for at least the first six months of the team, and at least one day each week thereafter, if geographically convenient
 - be the lead contact for the ERDF in relation to the funding for Retrofit Accelerator
 - oversee the overarching promotion and publicity of Retrofit Accelerator
 - provide due diligence to the PDU timesheets and invoices and ensure fee profile are obey to
 - provide escalation support to the PDU
 - engage with central government, the EU and other domestic and international institutions.
- 4.5 The GLA does not plan to provide any dedicated PDU direct or additional resources. Therefore, all resource will need to be provided by the PDU. No guarantees on support levels can be made, and therefore no assumptions of resourcing and support by the GLA can be made in tender responses.
- 4.6 It should also be noted that the GLA will not normally provide any office facilities for the PDU at City Hall or its other buildings. However, there may be a possibility for hot-desking from time to time.

PDU roles

- 4.7 A broad structure for the PDU is outlined below. However, this is indicative only, and alternative proposals from tenderers are welcomed, provided that they adequately cover all the work areas outlined in this Specification. The indicative structure is as follows:
- **programme director** will be the single point of responsibility to the GLA for the success of the programme and meeting KPIs and provide strategic direction to the PDU, including day-to-day operational oversight.
 - **programme office** will manage the project extranet and databases, recording client outcomes, and coordinating and reporting on all aspects of the programme
 - **customer engagement, acquisition and business development** will build the pipeline and attract new organisations to Retrofit Accelerator, leading on strategic engagement with customers
 - **financial and commercial** will assist with projects' finance appraisals, business case and financing/accounting options
 - **technical appraisal** will assist clients to select buildings, assess savings, benchmark, advise on the range of ECMs suitable, assist clients with drafting their ITT, assist with the technical appraisal of tenders from ESCos and provide ongoing technical and operational support to public sector organisations

- **procurement** will support clients with call off contracts and appointing suppliers
 - **comms will be responsible for all outreach, media and publicity activities on the programme**
- 4.8 Specifically, the PDU Programme Director will be responsible for:
- reporting on and escalating issues to the GLA Retrofit Accelerator Programme Manager;
 - day to day PDU operation, including resourcing of the team;
 - having a team which is adequately resourced and responsive to changes to the programme/market;
 - providing strategic and operational direction to the PDU;
 - accountability for delivery of the PDU's KPIs;
 - ensuring the rationale for implementation is implemented effectively;
 - managing the expansion of the Retrofit Accelerator client base;
 - managing public sector client relationships;
 - accelerating use of, and overseeing projects run through, the RE:FIT framework;
 - ensuring accurate and timely reporting on projects' performance; and
 - ensuring all processes are in place and all outputs go through a rigorous QA process.
- 4.9 The PDU Programme Director will be supported by a programme management office which will be responsible for:
- managing the project extranet and database;
 - recording contacts with clients;
 - recording all Retrofit Accelerator projects' data accurately in a system that is easily interrogated and enabling fast and accessible data reporting;
 - coordinating and reporting on all aspects of the programme, including performance
 - compiling reports, timesheets and invoices.
- 4.10 It is important that the Service Provider has the flexibility to change the way that resources are deployed at different times during the contract period, according to the specific requirements of the project at any given time. As momentum builds or specific targeted engagement work is developed we may need more senior resources. However, all the areas in the roles list above should be covered and overall fee profile should remain the same. In addition, we reserve the right to accept or reject individual consultants and roles.
- 4.11 The new PDU is expected to build on the activities and progress made by the current PDU. A brief period of handover and knowledge transfer is

expected, covering an estimated six working days during the first three months of the contract.

Client roles

- 4.12 The client organisation will be expected to have an identifiable sponsor and a good level of commitment and active involvement in working with the suppliers to develop and deliver their retrofit project. It will be important for the PDU to use early client engagement to successfully set these expectations with clients and gain their buy in to develop their retrofit project in this way. This will improve efficiency and effectiveness of PDU resource usage and help ensure that successful retrofit projects are delivered that make full use of the energy performance contracting or other contracting approach taken.

5. Budgets and funding

- 5.1 In their bids, the Service Provider can vary the spend level over the 2.5 year period, within the maximum and minimum levels set out in the table below in 5.2. The Service Provider must ensure that the requirements within this Specification are maintained at all times.
- 5.2 The total amount over the two and a half year contract period must be no more than £3,000,000. Any additional funding made available to the PDU will be on the same terms and pricing or better and the GLA reserves the right to direct where and how additional funding will be used.

	Year 1	Year 2	Year 3 (6 months only)
Maximum	40%	40%	30%
Minimum	30%	30%	10%

Additional funding potential

- 5.3 There may be the possibility of additional funding becoming available to support the overall Retrofit Accelerator - Workplaces programme. The GLA controls the decision to apply for or introduce additional funding, there is no guarantee of further funding - so Service Providers should make no assumption that it will become available or that if extra funding became available that it would necessarily be used to provide additional resources to the PDU. If additional resources were provided to the PDU it would require an appropriate increase in the target levels for the contract, unless agreed otherwise by the GLA.
- 5.4 Additional funding could come through a number of routes, and the PDU will provide reasonable support to help secure or apply for any such opportunities. These could include funding from government or through a government sponsored body, the UK Shared Prosperity Fund or from European funding sources

6. KPIs and incentivisation

- 6.1 The GLA wants to ensure value for money and a continued focus on performance from the PDU contract. An incentivisation model will therefore be used, whereby a proportion of the Service Provider's total day rates is payable only on the achievement of targets relating to the Retrofit Accelerator KPIs. Please see below for a summary of the approach.

Incentivisation approach summary

1. Tenderers will bid total day rates.
2. The GLA sets lower and higher targets to be achieved for a set of KPIs by the end of each six month period of the project (see table 1 below).
3. If the Service Provider achieves the higher target for all KPIs, they will get the full day rate.
4. If the Service Provider achieves the lower target for all KPIs, the GLA will withhold five per cent of the day rate.
5. If the Service Provider achieves below the lower target for all KPIs, the GLA will withhold 20 per cent of the day rate.
6. Withheld funds will be paid to the Service Provider if they subsequently meet a lower or higher target not achieved in a previous six month period, up to the end of the contract period. These will be paid in the subsequent monthly payment made to the Service Provider.

- 6.2 There are four KPIs for this contract. Two are 'core' KPIs as they are the ERDF outputs this programme seeks to achieve and these are contractually binding in the GLA/ERDF funding agreement. As such these two KPIs (see KPI 1 and KPI 2) carry a higher overall weighting of 30% each. The other two KPIs are GLA KPIs (KPI 3 and KPI 4) and contribute 20% each to the overall KPI weighting.

6.3 ERDF 'core' KPIs

- KPI 1 - Reductions in greenhouse gas emissions (tonnes of CO₂ saved annually) in buildings supported for retrofit – weighting: 30%
- KPI 2 - Energy saved (in kWh annually) in buildings supported for retrofit – weighting: 30%

GLA KPIs

- KPI 3 – Buildings supported for retrofit - weighting: 20%
- KPI 4 – Number of public sector organisations signed-up to RE:FIT - weighting: 20%

- 6.4 The GLA recognises the challenging nature of the current political and external landscape which could make reaching the ERDF output targets challenging. As such the Lower Target for the KPIs has been set as the minimum to be achieved by the programme, i.e. the actual ERDF targets and a higher proportion of the incentivisation (15% out of 20%) is assigned to the

Lower target. The higher targets are set at about 10% increase over the lower target and carry an additional 5% of incentivisation.

- 6.5 This means that out of the £3m in this contract, £600,000 will be retained as incentivisation payment. If the Higher targets are met for all four KPIs over the course of the programme, the 20% incentivisation pot (up to £600,000) will be released. If all four KPIs were met at the Lower targets, then 15% of the incentivisation pot would be released (i.e £450,000).
- 6.6 Table 2 shows the split of the incentivisation payments across the four KPIs and the Lower and Higher targets.
- 6.7 Please see table 1 detailing the four KPIs and targets, and their scheduling. All targets start at zero at the outset of the contract and are cumulative over time.

Table 1

KPIs	Starting baseline	Year 1		Year 2		Year 3		2016-2022
	By 1 April 2020	End of 6 months	End of 12 months	End of 6 months	End of 12 months	End of 6 months	Contract total	Programme total
1. Carbon saved (tonnes of CO2 e per year)								
Higher target	19,788	3,067	3,500	4,255	4,920	5,192		40,722
Higher cumulative		3,067	6,567	10,822	15,742	20,934	20,934	
Lower target	14,986	3,067	3,500	3,700	4,278	4,515		34,046
Lower cumulative		3,067	6,567	10,267	14,545	19,060	19,060	
ERDF target	22,136	0	910	2207	4278	4515	11,910	34,046
2. Energy saved (kWh of energy saved per year)								
Higher target	90,000,000	2,200,000	3,429,590	10,136,487	20,272,975	21,884,393		147,923,445
Higher cumulative		2,200,000	5,629,590	15,766,077	36,039,052	57,923,445	57,923,445	
Lower target	68,259,266	2,000,000	3,117,809	9,214,988	18,429,977	19,894,903		120,916,943
Lower cumulative		2,000,000	5,117,809	14,332,797	32,762,774	52,657,677	52,657,677	
ERDF target	69,495,330	0	3,881,745	9,214,988	18,429,977	19,894,903	51,421,613	120,916,943
3. Buildings supported for retrofit (number of public sector buildings)								
Higher target	411	12	12	33	77	88		633
Higher cumulative		12	24	57	134	222	222	
Lower target	346	10	10	30	70	80		546
Lower cumulative		10	20	50	120	200	200	
4. Number of London public sector organisations signed up to RE:FIT (number of new signed Access Agreements)								
Higher target	58	16	17	8	4	0		103
Higher cumulative		16	33	41	45	45	45	
Lower target	52	15	15	7	3	0		92
Lower cumulative		15	30	37	40	40	40	

- 6.8 The lower targets for carbon saved and energy saved (KPI 1 and 2) are set at the minimum required to meet the quarterly and overall ERDF targets.
- 6.9 The higher targets are set to bring an uplift of about 10% on the lower targets.
- 6.10 The baseline values are those currently expected to be achieved by the current PDU by 31 March 2020.
- 6.11 The values in bold under 'contract total' are the total KPIs to be achieved by the Service Provider during this contract period
- 6.12 The last column, 'programme total', gives the total KPIs for the whole programme duration as per ERDF contract. i.e. April 2016 to September 2022 and comprises the KPIs expected to be achieved by the current PDU

(April 2016 to March 2020) and this new PDU contract (April 2020 to September 2022).

- 6.13 Where the lower targets are higher than the ERDF targets, this is because of underperformance on those KPIs from the current PDU against the original ERDF target. The difference is made up in the first few quarters. In any case, the service provider should at a minimum meet the Lower target to trigger the incentivisation payment.
- 6.14 A graphical representation of the KPIs and their Lower and Higher targets is given in Appendix 1.
- 6.15 Any incentivisation targets with a fraction will be rounded up or down to the nearest whole number.
- 6.16 Scenarios setting out the possible amounts to be withheld in for any given six month period are as follows, based on 20 per cent of total day rate being at risk:
- if all four KPIs hit the higher target, the PDU is paid 100 per cent:
 - 80% base + 20% (2x6%+ 2x4%)
 - if all four KPIs hit the lower target, the PDU is paid 95 per cent:
 - 80% base + (2x4.5% + 2x3%)
 - if one core KPI hits the higher target, two KPIs hit the lower target (one core and one GLA) and one GLA KPI misses the lower target, the PDU is paid 93.5 per cent:
 - 80% base + 13.5% (6% + 4.5% + 3% + 0%)

Table 2
Incentivisation payments related to the four KPIs and the Lower and Higher targets

At risk percentage	20%
Gain share potential	£ 600,000
Total at risk	£ 600,000
Value of Services not subject to incentivisation	£ 2,400,000
Total potential value of Services	£ 3,000,000

KPI	Explanation	Monitoring Method / Metrics	Monitoring Period	KPI overall weighting	Incentivisation for Higher target	Incentivisation for Lower target	Lower target (15%) Max incentivisation	Higher target (20%) - Max incentivisation
KPIs subject to gain								
KPI 1 Delivery to Core KPIs -ERDF target Priority Axis 4 -C34 tonnes of carbon	Evidenced delivery of supported retrofit projects: - with annual decrease of greenhouse gases (GHG) in line with pre-agreed KPI delivery profile for ERDF Priority Axis 4 -C34	KPI can be counted as achieved when all of the below evidence has been collected and available for submission to ERDF: - Final Investment Grade Proposal (IGP) showing guaranteed annual carbon savings as part of an Energy Performance Contract (to guarantee the savings) - Signed call-off contract between the public sector contracting authority and the service provider - evidence of the BEIS carbon conversion factor used to derive the tonnes of carbon KPI	6-monthly	30%	6.0%	4.5%	£ 135,000	£ 180,000
KPI 2 Delivery to Core KPIs - kWh of energy saved annually - ERDF Priority Axis 4 -C32	Evidenced delivery of supported retrofit projects: - with annual decrease in primary energy consumption in line with pre-agreed KPI delivery profile for ERDF Priority Axis 4 -C32	KPI can be counted as achieved when all of the below evidence has been collected and available for submission to ERDF: - Final Investment Grade Proposal (IGP) showing guaranteed annual energy savings as part of an Energy Performance Contract (to guarantee the savings), including before (benchmark) and after savings - Signed call-off contract between the public sector contracting authority and the service provider	6-monthly	30%	6.0%	4.5%	£ 135,000	£ 180,000
KPI 3 GLA target Buildings supported for retrofit	Evidenced delivery of supported retrofit buildings through projects supported by the PDU, in line with pre-agreed GLA KPI delivery profile: "The number of individual buildings in London going thorough retrofit to save energy and carbon via the RE:FIT programme"	The key measurement will be the timely delivery of the KPI delivery profile. KPI evidence required is a final IGP showing the number of buildings to be retrofitted. - Only buildings in London can be counted towards this KPI	6-monthly	20%	4.0%	3.0%	£ 90,000	£ 120,000
KPI 4 GLA target Public Sector organisation signed up to RE:FIT	Number of distinct London public sector organisations eligible for RE:FIT services taking part in the RE:FIT process	The key measurement will be the timely delivery or otherwise of the KPI delivery profile. Number of organisations actively taking part in RE:FIT will be evidenced by a signed Access Agreement. - Only new public sector organisations will count towards this KPI. - Only public sector organisations eligible to use the RE:FIT programme can be counted towards this KPI. - Only public sector orgnaisations based in London can count towards this KPI. - One organisation can have one or more than one building going thorough RE:FIT.	6-monthly	20%	4.0%	3.0%	£ 90,000	£ 120,000
				100%	20%	15%	£ 450,000	£ 600,000

7. Meeting requirements

- 7.1 The GLA Retrofit Accelerator Programme Manager will have fortnightly monitoring and issues meetings with the PDU team to discuss progress and identify any performance issues.
- 7.2 All relevant current and pipeline projects will be discussed at these meetings, with a focus on those where there are issues to report. Written dashboards, or similar, outlining activity and progress against each workstream will be provided to the GLA by the PDU at least three working days before each meeting. This will form the basis for identifying any performance and/or compliance issues at an early stage. Issues and risks will be discussed, and actions agreed and minuted.
- 7.3 Weekly one-to-one meetings between the GLA Retrofit Accelerator Programme Manager and the PDU Programme Director will cover project and programme progress, risk and issues, expenditure and resourcing profiles, any programme change requests, any performance or compliance issues and other strategic project and project activity topics.
- 7.4 Every month there will be strategic meeting. This will cover performance, cost and any other key issues with a focus on client acquisition and business development. Reports to be reviewed at the meeting (including performance, cost and incentivisation performance) should be sent to the GLA attendees at least three working days before the meeting. The PDU should be represented by the senior member of the PDU and at least twice a year by PDU Programme Director's line manager or someone else in a senior relevant position within the Contractor organisation, as well as any other relevant third-party.

8. Reporting requirements

- 8.1 At the programme level, the PDU will report to the GLA monthly and fortnightly on:
- performance against KPIs – current and forecast
 - activities and resource use for each workstream
 - programme-wide and project-specific risks and issues
 - timesheets for approval in advance of invoicing.
- 8.2 Information will be provided for each retrofit project as follows:
- energy consumption and building data. This will be collected from all new public sector organisations for the benchmarking exercise
 - detail of the projects' scope of works, the agreed detailed design stage works covering type of energy saving measures, investment and savings, and annual reconciliation reports
 - management reporting by ESCOs on the RE:FIT framework that summarises the energy saving measures installed and savings being made on projects
 - anticipated carbon and energy savings for each projects
 - reporting information in line with ERDF requirements and frequency

- 8.3 The PDU will report on the London pipeline to GLA and LP and co-ordinate on the overall project pipeline with LP, which operates RE:FIT outside London.
- 8.4 Risks and issues will also be raised on an ad hoc basis with the GLA Retrofit Accelerator Programme Manager and a risk register will be kept and reviewed formally at least quarterly.
- 8.5 Monthly performance report should include, but not be limited to, the following areas and will cover both actual and forecast performance:
- a) incentivisation performance report
 - number of buildings supported for retrofit
 - CO₂ emissions saved in buildings supported for retrofit (tonnes of CO₂ per year)
 - energy saved in buildings supported for retrofit (kWh)
 - number of organisations having signed an Access Agreement and being actively engaged with the Retrofit Accelerator programme
 - b) other information (broken down by whether buildings or non-buildings assets)
 - pipeline of clients to target
 - procurement activities started
 - EScO procurement and bidding activity
 - number of buildings/non-buildings assets, and their area/floorspace (m²), forecast and actual: in tender/procurement if applicable; in signed contracts with ESCOs; in detailed design/IGP; in works/service delivery stage; where works/service delivery completed
 - total value (£) of investment/improvements forecast and actual: in tender/procurement if applicable; in signed contracts with ESCOs; in detailed design/IGP; in works/service delivery stage; where works/service delivery completed
 - CO₂ savings forecast and actual (tonnes per year and total tonnes saving, split by fuel type): in tender/procurement if applicable; in detailed design/IGP; in works/service delivery stage; where works/service delivery completed; updated following M&V annual reconciliation report production
 - NOx savings forecast and actual (tonnes per year and total tonnes saving, split by fuel type): in tender/procurement if applicable; in detailed design/IGP; in works/service delivery stage; where works/service delivery completed; updated following M&V annual reconciliation report production
 - kWh energy savings forecast and actual (per year and total saving, split by fuel type): in tender/procurement if applicable; at detailed design/IGP; actually delivered (annual and over the lifetime of the project); updated following M&V annual reconciliation report production
 - energy savings in pounds (£) forecast and actual (per year and total saving, split by fuel type): in tender/procurement if applicable; at detailed

design/IGP; actually delivered (annual and over the lifetime of the project); updated following M&V annual reconciliation report production

- detailed design/IGP CO₂ savings guarantee value approved
- number of organisations that have commenced works by organisation type/sector
- asset area/floorspace retrofitted (m²)
- schedule for M&V annual reconciliation reports or similar
- ECMs
- overall position of clients through the RE:FIT process, including timeframe of key events (eg tender return dates, forecast contract signature dates)
- Most of this projects data will be provided automatically to the PDU through the RE:FIT framework Management Information data.
- client feedback forms/satisfaction survey results

c) resource plan

- resources usage details and costs from previous period including hours per person shown per role and per work area
- forecast forward resource profile and costs
- forecast key deliverables

d) ERDF requirements - to be produced in line with ERDF requirements and timescales (quarterly and annual):

- progress reports to accompany grant claims (to cover staffing and resourcing, spend, progress, results, key risks and opportunities, issues, mitigations and exploitations, next steps)
- output indicators C32 and C34 reporting (please see Schedule 1 and below)
- evaluation requirements
- final monitoring report following the final monitoring visit
- ad-hoc reporting as necessary such as for an audit or verification visit and any other compliance data requested by the ERDF managing Authority during the lifetime of the project.

8.6 In terms of what is required to evidence the ERDF outputs (C32 and C34, also referred to here as KPI1 and KPI2), it was agreed with ERDF that for the Retrofit Accelerator programme, evidence to be submitted as achieved KPIs is:

- Copy of the final IGP showing the values for the guaranteed annual carbon and energy savings to be achieved under the Energy Performance Contract
- Signed call-off contract between the public sector organisation and the service provider

- Proof of the carbon conversion fraction used from BEIS (would be required to display it on the IGP)

For the GLA KPIs, the evidence to be provided is as follow:

- Copy of the final IGP showing the number of buildings to be retrofitted
- Signed copy of every new Access Agreement

More detail has been provided in Table 2.

- 8.7 All variables should be able to be cross-tabulated so, for example, it is possible to calculate the costs and cost savings of particular types of ECM, or investment and cost savings across a specific sector.
- 8.8 All these documents shall be submitted in electronic format.
- 8.9 Management Information for the RE:FIT framework will contain most of the above information and be provided to the GLA by the ESCos. This will be shared with the PDU.
- 8.10 Other programme reporting: In addition, the Service Provider will assist the GLA Programme Manager in providing timely and accurate reporting including, but not limited to, reporting on/to: manifesto commitments, Mayor's Office/GLA reports, Sponsors' Board, business plan performance, dashboards, input to finance monitoring and reporting, and reporting to the London Assembly (including Mayor's Questions) and Mayoral team (Note that most of these reporting requirements will already be satisfied through the reporting mechanisms described above).
- 8.11 Where the Service Provider fails to present a progress report or the final monitoring report and fails to furnish an acceptable written explanation of the reasons why it is unable to comply with this obligation, the GLA may terminate this Contract, refuse to pay any outstanding amount and recover any amounts unduly paid.

9. Programme Execution Plan

- 9.1 The PDU will develop a Programme Execution Plan as an output from the programme mobilisation phase. This will be updated periodically throughout the contract period to reflect any operational changes made to the team or programme delivery approach.
- 9.2 This will contain provisions that ensure the PDU is fully compliant with the ERDF funding agreement and eligibility requirements throughout delivery of the programme. It will include, but is not limited to, compliance with relevant EU regulations and state aid law, the focus of activity on benefitting London and issues around confidentiality, sharing of information and data protection, open book accounting records, and EU and national publicity. The role of the GLA Programme Manager will be to monitor compliance but this monitoring does not relieve the Service Provider from ensuring its own compliance. A Programme Execution Plan, to be drawn up with the Service Provider once in contract, must reflect these requirements including the GLA Programme Manager's monitoring process.

- 9.3 In addition, the Programme Execution Plan will include a rigorous approval and sign off processes for key decisions and key documentation associated with programme activities.
- 9.4 As a recipient of ERDF funds the programme will be subject to 'On the Spot Verification' (OTSV). This monitoring visit will be carried out in accordance with the requirements set out in Article 125. This visit includes assessment of the programme in terms of delivery, spend and compliance with national and European requirements, including procurement and publicity. It will be the responsibility of the Service Provider to ensure compliance with this Article. The Programme Execution Plan will define management processes and controls to ensure that the core project team are aware of, and operate in, compliance with the specific guidance for claims and OTSV for grant-funded projects.
- 9.5 Financial management and control procedures and document management processes will also be identified in the Programme Execution Plan and will align to/or enable the relevant processes defined in requirements of the ESIF ERDF funding agreement terms.

10. Marketing and ERDF publicity requirements

- 10.1 Tenderers must set out in their tenders a proposed marketing and engagement approach including consideration of the ERDF branding and publicity requirements - www.gov.uk/government/publications/european-structural-and-investment-funds-programme-guidance
- 10.2 The appointed Service Provider must ensure that all staff involved, including sub-contractors, are aware of and implement the publicity requirements as set out in ERDF branding and publicity requirements. These must also be incorporated into communications and marketing strategies and plans. Verbal reference must be made in events and meetings with beneficiaries to the contribution of ERDF.
- 10.3 The ERDF contribution to the project must be promoted through adherence to the guidance throughout the project life cycle.
- 10.4 In particular the Service Provider must ensure that the ERDF logo is correctly used on all project material including correspondence, posters, publicity tools, events, websites, promotion materials, exhibition banners, event invitations, case study material, job advertisements and other electronic material.
- 10.5 We will ensure that all staff involved, including sub-contractors, are aware of and implementing the publicity requirements as set out in the ERDF branding and publicity requirements. The Service Provider must also incorporate all requirements into communications and marketing strategies and plans. Verbal reference to the contribution of ERDF must be made in events and meetings with beneficiaries.
- 10.6 The Service Provider must retain all materials as proof of compliance with the Publicity Regulations.

- 10.7 Details of the approach must be written into a marketing and communications plan by the Service Provider and disseminated to the core team at the start of the project.
- 10.8 A key part of publicising the project will be to attend and present at retrofit-related conferences in the UK and abroad presenting updates on the project. Slides produced for such events must contain the ERDF logo.

11. Contract deliverables

- 11.1 The PDU Service Provider will cover all the requirements set out above and deliver the targets/KPIs stated in this Specification.

12. RE:FIT outside London

- 12.1 GLA funding for the PDU and from ERDF, and therefore this Contract, is strictly only to support clients and achieve targets within London. The RE:FIT framework and services apply outside London, and LP lead on delivery of RE:FIT outside London.

13. PROJECT PLAN/TIMESCALES

Appoint PDU team	Mar-April 2020
Review existing client pipeline and develop programme strategy	April 2020
Develop Business Development (BD) strategy	April 2020
Begin engagement with existing RE:FIT pipeline client base	Apr-May 2020
Begin BD activity (as part of overall campaign) to identify a new client base	April-May 2020
First new Access Agreements signed	July/August 2020
Key programme activities such as technical assistance to scope projects and procurement commences	July/August 2020
GLA final programme evaluation and ERDF summative assessment	May 2022
Contract ends for the PDU team as funded by ERDF*	Sept 2022

* The contract with the GLA will allow for an extension of up to a further 1.5 years

14. COMMERCIAL SECTOR

- 14.1. The GLA may during the course of the Contract decide to explore with the appointed Service Provider how the Retrofit Accelerator model could be offered to the Commercial sector.
- 14.2. The development of such an idea and model would be outside the scope of the ERDF funded activities and outside the value of this contract.
- 14.3. This will take the form of a contract modification to the contract for additional work to develop such a model for the commercial sector and pilot it.
- 14.4. We would expect this activity to be developed jointly between the GLA and the Service Provider and to take place only once the PDU is fully mobilised and has achieved material successes with the public sector first.
- 14.5. There is no certainty however that this additional piece of work will take place and the GLA reserves the right to not proceed with this.
- 14.6. No costs or fees should be assigned to this potential additional piece of work on the commercial sector in the tender response / bid as the tender is focused purely on the Retrofit Accelerator activities for the public sector.

15. APPENDICES

RE:FIT phase three PDU documents

1. Graphical representation of the KPIs
2. Current RE:FIT Access Agreement (note that this could change by the time the new framework is live)
3. RE:FIT sample newsletter
4. Current RE:FIT brochure
5. Current RE:FIT starter pack
6. Current RE:FIT generic presentation slides
7. Example of an ERDF report for claim
8. Example of a PDU Period report
9. RE:FIT London PDU Pipeline as of January 2020

RE:FIT framework documents, as provided at the tender stage within GLA 81353 Vol 2 - Appendices

10. ITT Attachment 2 - RE:FIT programme and framework information
11. Annex A to ITT Attachment 2 - Mini-Competition process examples

12. Annex B to ITT Attachment 2 – Current IGP minimum requirements for illustrative purposes
13. Framework agreement – schedule 4 – Mini-competition template
14. Call-off contract Main body - Schedule 5 – Call-off contract terms and conditions

Schedule 1 ERDF output indicators C32 and C34 reporting requirements

As given here: <https://www.gov.uk/government/publications/european-structural-and-investment-funds-outputs-and-results>

C32 and C34 outputs directly relate to KPI 1 and KPI 2.

(C32) Decrease of annual primary energy consumption of public buildings	
Terms	Definitions
Unit of Measurement	KWh/year
Investment Priorities where this indicator is used	IP4c
Count Criteria: What is recorded against this indicator?	<p>This indicator measures the total decrease of annual primary energy of public buildings and measures gas, electricity and diesel separately. This will be calculated based on the changes in different forms of energy supply, including:</p> <ul style="list-style-type: none"> • Change if grid supplied electricity (kWh) • Change if district heating supplied (kWh) • New on-site generation of electricity (kWh) • New on-site generation of heat (kWh) • Change in gas consumption (kWh) • Change in other energy consumption (kWh) <p>The indicator covers primary energy (i.e. energy that has not been subjected to a conversion or transformation process) saved via the installation of energy efficiency measures or renewable technologies in buildings that are utilised by the public. This will be measured through the Energy Performance Certificate. Where a project involves the installation of renewable energy BEIS Conversion Factors will need to be used to demonstrate the savings through the energy that has been displaced by the renewables.</p>
Count Threshold: What is the threshold or minimum requirement for recording (one count) of this indicator?	Not applicable
Count Exclusions: What activity cannot be counted against this indicator?	Not applicable

(C32) Decrease of annual primary energy consumption of public buildings	
Verification Evidence: What records need to be retained to count this Indicator?	The difference in kWh should be included as the output. Value will be calculated from the energy certificates issued before and after the reconstruction. The indicator will show the total decrease of <i>annual</i> consumption, not the <i>total</i> saved consumption.
Relationship to other indicators	This would be expected to result in carbon dioxide savings under <u>indicator C34 on 'Estimated GHG reductions'</u> .

(C34) Estimated GHG reductions	
Terms	Definitions
Unit of Measurement	Tonnes
Investment Priorities where this indicator is used	IP4a IP4b IP4c IP4e IP4f
Count Criteria: What is recorded against this indicator?	<p>Carbon dioxide equivalent (CO₂e) is the measure that should be used to record savings of carbon associated with the delivery of an operation. CO₂e covers a wide range of greenhouse gases (GHG) that have an impact on climate change.</p> <p>Tonnes of carbon saved should be measured using BEIS Conversion Factors for calculating resulting primary energy savings.</p> <ul style="list-style-type: none"> The estimate is based on the amount of CO₂e saved in a given year, i.e. a projection of estimated savings of either one year following project completion or the calendar year after project completion through a methodology agreed by appraisers. Methodologies may also be discussed with contract managers as part of a Project Change Request
Count Threshold: What is the threshold or minimum requirement for recording (one count) of this indicator?	Not applicable
Count Exclusions: What activity cannot be counted against this indicator?	Not applicable

(C34) Estimated GHG reductions	
Verification Evidence: What records need to be retained to count this indicator?	Methodologies and verification evidence for measuring estimated GHG reduction must be agreed by appraisers. Methodologies may also be discussed with contract managers as part of a Project Change Request
Relationship to other Indicators	Indicator C34 on 'Estimated GHG reductions' will in many cases result from indicators C30 , C31 or C32 . It may also result from energy efficiency measure with business recorded under indicator C1 on 'Enterprises receiving support'.

Consultants Grade Definitions

Partner/Director

General	<p>For a partnership, a Partner in the practice; for a limited company, any employee who is a “Company Director” as defined in the Companies Act 2006.</p> <p>A Director will also include any employee who carries the title “Director” (or “Associate Director” or other similar title) and who is normally chargeable to projects.</p> <p>Member of a company generally in overall charge of the management, policy and conduct of the firm’s business including maintaining effective communication channels and is able to commit the company to undertake all major contracts.</p> <p>Responsible for all grades of personnel.</p>
Typical Education /Qualifications and Experience	<ul style="list-style-type: none"> • Hold appropriate professional qualifications applicable to the discipline commissioned to perform and/or corporate membership of a major institution. • Must have relevant work experience spanning several major programmes. • The ability to demonstrate key involvement in delivering projects of high value and complexity. • Overall responsibility for project(s) and for supervision, control and development of subordinate personnel. • Significant management responsibility and direction within the consultancy including client liaison, specialist skills or experience.
Responsibilities	<ul style="list-style-type: none"> • Develop client relationships. • Review enquiries for consultancy services, prepare fee proposals and negotiate commissions. • Manage and control all the personnel efficiently, and in compliance with all relevant statutory instruments procedures, rules, regulations, standing orders and instructions and the adopted procurement method. • Develop and maintain effective communication channels, between the consultancy and the Contracting Authority and external consultants and other bodies as necessary. • Ensure that sufficient personnel are assigned for the commission and that they are suitably qualified and motivated to perform the duties allocated to them. • Oversee all commission activities and ensure full adherence. • Comply with all the projects safety and quality assurance procedures and requirements, including audits, and ensure that all consultancy personnel do likewise. • Facilitate and ensure that training needs, both personal and that of the

	consultancy personnel, are identified and addressed.
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Principal Consultant

General	<p>Reporting to Partner / Director. Member of a company who is able to deputise for the Director. The person will have the ability to manage and control teams and ensure that there are sufficient teams of personnel assigned to commissions.</p> <p>Responsible for all grades of consultants and support staff.</p>
Typical Education /Qualifications and Experience	<ul style="list-style-type: none"> • Hold appropriate professional qualifications applicable to the discipline commissioned to perform and/or corporate membership of a major institution. • Must have relevant work experience spanning several programmes. • The ability to demonstrate key involvement in delivering projects of high value and complexity. • Must have substantial transport experience and technical skills appropriate to the discipline. • Responsibility for project(s) and for supervision, control and development of junior personnel. • Significant management responsibility and direction within the Consultancy including client liaison, specialist skills or experience.
Responsibilities	<ul style="list-style-type: none"> • Deputise for the Partner/Director on all aspects of the project. • Manage and control a team(s) of consultants effectively and in compliance with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement method. • Communicate effectively with other members of the project team and with other Contracting Authority's departments and external consultants and bodies where necessary. • Ensure that sufficient personnel are assigned for the commission and that they are suitably qualified and motivated to perform the duties allocated to them. • Supervise, control and develop personnel assigned • Ensure that the team's activities meet the objectives of the commission. • Comply with all the project's safety and quality assurance procedures and requirements and ensure that all team members do likewise.

	<ul style="list-style-type: none"> • Ensure that all appropriate training, both personal and that the team personnel, is undertaken.
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Senior Consultant

General	<p>Reporting to Partner / Director or Principal Consultant. Person holding corporate membership of a professional body recognised by the Contracting Authority and has the ability to demonstrate key involvement in delivering projects of high value and complexity.</p> <p>Responsible for all grades of consultants and support staff on behalf of the Director/Partner.</p>
Typical Education /Qualifications and Experience	<ul style="list-style-type: none"> • Hold appropriate professional qualifications applicable to the discipline commissioned to perform and/or corporate membership of a major institution. • Must have relevant work experience spanning several programmes / projects • The ability to demonstrate key involvement in delivering projects of high value and complexity. • Must have substantial transport experience and technical skills appropriate to the discipline. • Responsibility for project(s) and for supervision, control and development of junior personnel. • Significant management responsibility and direction within the organisation including client liaison, specialist skills or experience.
Responsibilities	<ul style="list-style-type: none"> • Deputise for the Partner/Director or Principal Consultant on all aspects of the Project. • Manage and control a team(s) of consultants effectively and in compliance with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement method. • Communicate effectively with other members of the Project Team and with other Contracting Authority's departments and external consultants and bodies where necessary. • Ensure that sufficient personnel are assigned for the commission and that they are suitably qualified and motivated to perform the duties allocated to them. • Supervise, control and develop personnel assigned • Ensure that the team's activities meet the objectives of the commission.

	<ul style="list-style-type: none">• Comply with all the project's safety and quality assurance procedures and requirements and ensure that all team members do likewise.• Ensure that all appropriate training, both personal and that the team personnel, is undertaken.
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Consultant

General	<p>Reporting to Principal Consultant / Senior Consultant. A person with the ability to assist in the management and control of a project team to ensure delivery of the required projects.</p> <p>Responsible for Junior Consultant / administration staff</p>
Typical Education /Qualifications and Experience	<ul style="list-style-type: none"> • Hold appropriate professional qualifications applicable to the discipline commissioned to perform and/or corporate membership of a major institution. • Must have relevant work experience spanning several projects • Must have some transport experience and technical skills appropriate to the discipline. • Responsibility for project(s) and for supervision, control and development of junior personnel.
Responsibilities	<ul style="list-style-type: none"> • Deputise for the Principal Consultant/ Senior Consultant on all aspects of the project. • Assist in the management and control of a project team of consultants to ensure efficiency and compliance with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement method. • Communicate effectively with other members of the Project Team and with other Contracting Authority's departments and external consultants and bodies as necessary. • Supervise, control and develop personnel assigned. • Ensure that own and assigned personnel activities meet the objectives of the commission. • Comply with all safety and quality assurance requirements and ensure that all team personnel to likewise • Ensure that all appropriate training, both personal and that of assigned personnel, is undertaken.

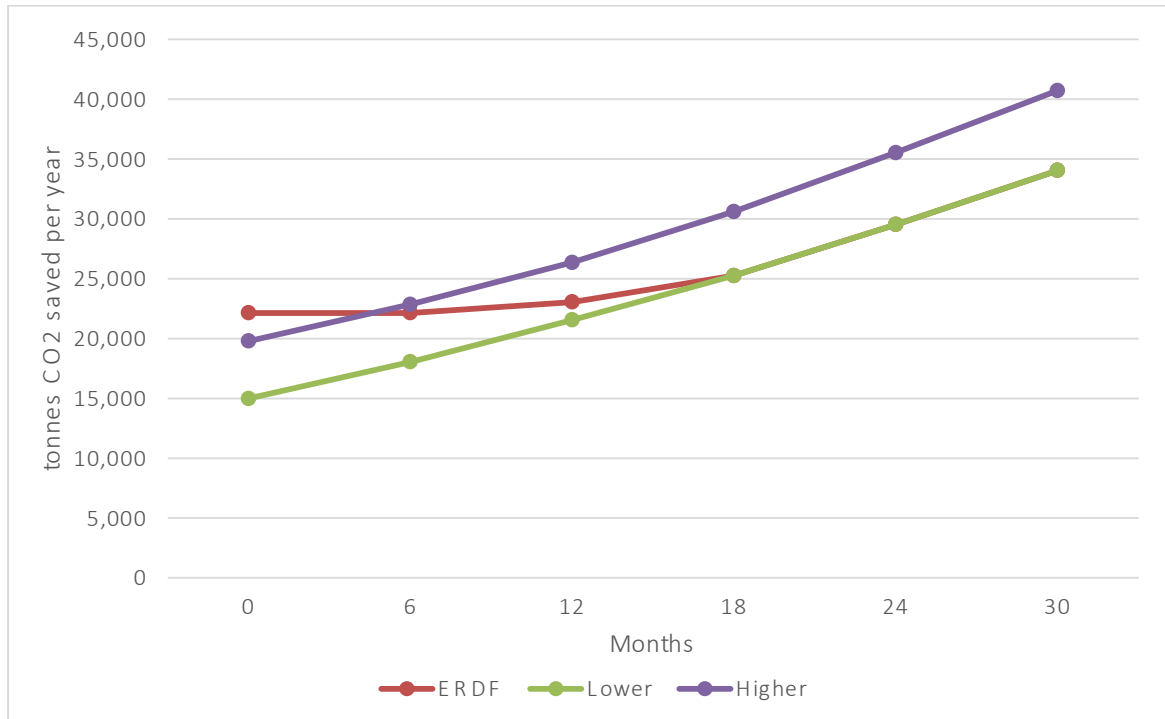
Junior Consultant

General	Reporting to Senior Consultant/Consultant. A person with the relevant experience capable of working on some aspects of the delivery of the required project. Responsible for support staff.
Typical Education /Qualifications and Experience	<ul style="list-style-type: none">• Must have relevant work experience in at least one completed project.
Responsibilities	<ul style="list-style-type: none">• Assist the Consultant where appropriate.• Supervise the support staff assigned (if appropriate).• Work in compliance and ensure that all assigned personnel comply with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement method.• Ensure that own and assigned personnel's activities meet the objectives of the commission.• Comply with all safety and quality assurance requirements and ensure that all assigned personnel do likewise.• Ensure that all appropriate personal training is undertaken.

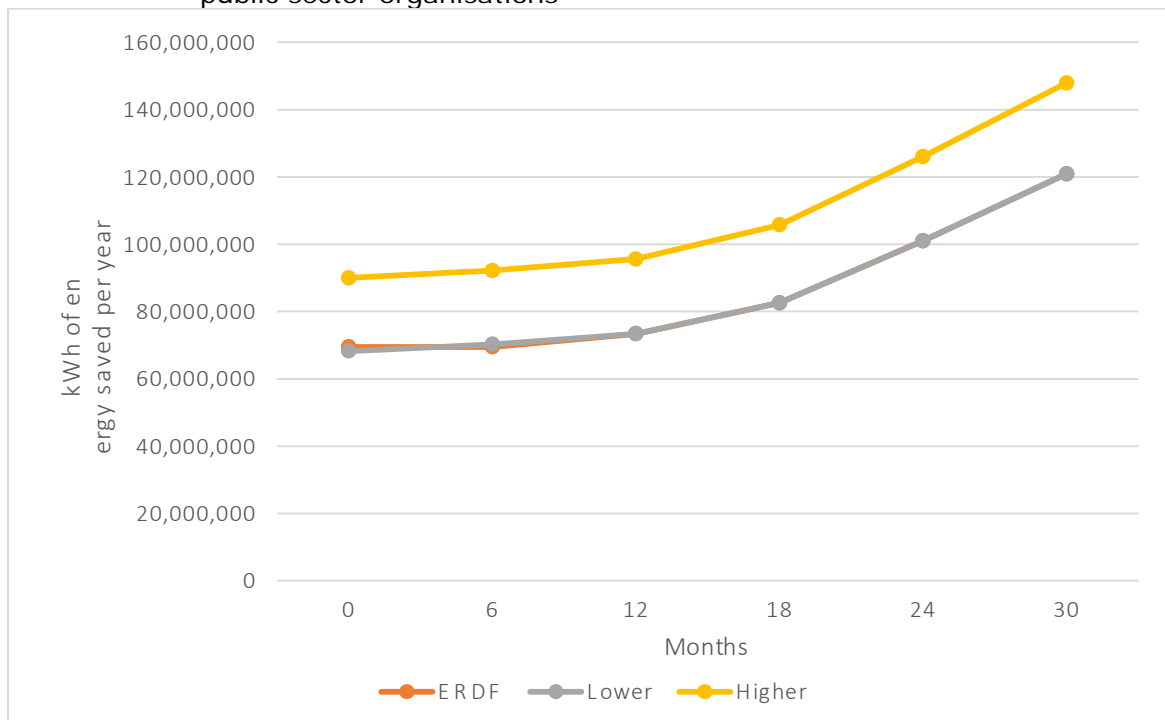
Appendix 1

Graphical representation of the PDU KPIs – see section 6 of the Specification for detail

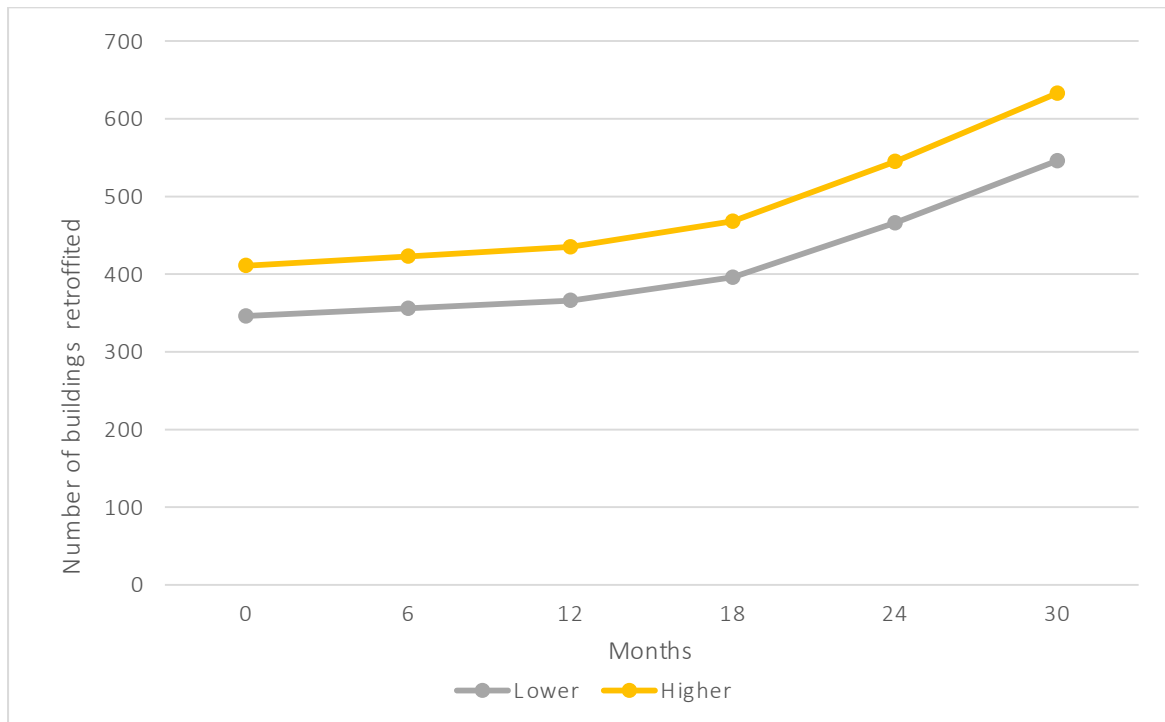
1. KPI1 – ERDF core KPI (30% weighting): Greenhouse gas emissions (tonnes of carbon) saved per year



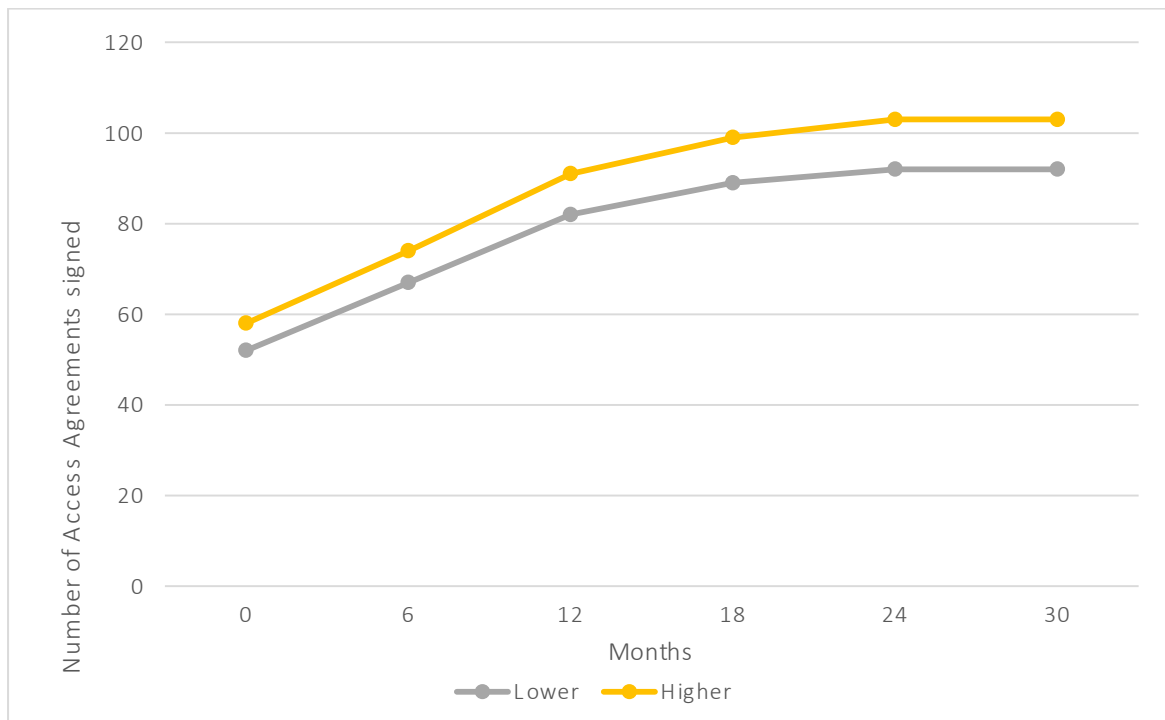
2. KPI 2 – ERDF core KPI (30% weighting): kWh of energy saved in London public sector organisations



3. KPI 3 – GLA target (20%): number of London public sector buildings supported for retrofit



4. KPI 4 – GLA target (20%): number of public sector organisations signed-up to RE:FIT (number of new signed access agreements)



THE GREATER LONDON AUTHORITY

AND

[CONTRACTING AUTHORITY]

**ACCESS AGREEMENT FOR USE OF RE:FIT NATIONAL FRAMEWORK FOR ENERGY
PERFORMANCE CONTRACTING**

THIS ACCESS AGREEMENT is made this day of

BETWEEN

(1) **The Greater London Authority** whose principal offices are at City Hall, The Queen's Walk, London SE1 2AA (the "**GLA**");

(2) **[Insert name of framework user] of [insert (principal) address] the ("Contracting Authority"),**

each a "**Party**" and together, the "**Parties**".

WHEREAS:

- (A) The GLA and Local Partnerships LLP have established a framework for the provision of a variety of energy savings related works and/or services with a number of providers.
- (B) The Contracting Authority now wishes to access the framework and will or may wish to contract for projects which fall within the remit of the GLA under the framework.
- (C) This agreement set out the terms on which the Contracting Authority may access the framework.
- (D) GLA acknowledges that, in entering into this agreement, the Contracting Authority is not under any obligation to enter into arrangements with a provider to call off any works and/or services under the framework.

IT IS HEREBY AGREED:

1. INTERPRETATION

1.1 Any terms which are not separately defined within this agreement shall have the meanings given in the Framework Agreement):

"Access Agreement" means this agreement;

"Contract" has the meaning given in the Framework Agreement provided that in this Access Agreement, such term shall refer to any such contract to which the Contracting Authority will or may be a counterparty (with a Framework Provider);

"Framework Agreement" means the agreement between (1) The Greater London Authority, (2) Local Partnerships LLP, and (3) the Framework Providers and dated 20 April 2016;

"Framework Provider Event" means an event organised by or on behalf of the Contracting Authority providing information in relation to a proposed project under the Framework Agreement and to which some or all Framework Providers are invited;

“ITT (Mini-Competition)”	has the meaning given in the Framework Agreement provided that in this Access Agreement, such term shall refer to an ITT mini-competition in relation to the actual or proposed Project;
“LP”	means Local Partnerships LLP;
“LPDU Provider”	has the meaning given in clause 7.4;
“Mini-Competition”	has the meaning given in the Framework Agreement provided that in this Access Agreement, such term shall refer to such a mini-competition actually or potentially carried out by the Contracting Authority;
“Minimum Support”	means reviewing documentation referred to in clause 5.3.1;
“Ordering Procedure”	means the procedure to be followed by the Contracting Authority as set out in the Framework Agreement beginning with the issue of the ITT (Mini-Competition);
“Project”	has the meaning given in the Framework Agreement provided that in this Access Agreement, such term shall refer to such a project actually or potentially procured by the Contracting Authority;
“Project Information”	has the meaning given in clause 5.1;
“Relevant Information”	has the meaning given in clause 8.3;
“Services”	means the Services (as defined in the Framework Agreement) or any of the same, as may be procured by the Contracting Authority under the Framework Agreement;
“Transparency Commitment”	means the GLA's commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the GLA's own published transparency commitments;
“WOS Agreement”	shall have the meaning given in any Contract.

1.2 The interpretation and construction of this Access Agreement shall be subject to the following provisions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing one gender includes all genders;
- (c) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";

- (d) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- (e) references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- (f) headings are included in this Access Agreement for ease of reference only and shall not affect the interpretation or construction of this Access Agreement;
- (g) references in this Access Agreement to any clause or sub-clause or schedule without further designation shall be construed as a reference to the clause or sub-clause or schedule to this Access Agreement so numbered;
- (h) the schedules to this Access Agreement form part of this Access Agreement and references in this Access Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant schedule to this Access Agreement so numbered; and
- (i) reference to a clause is a reference to the whole of that clause unless stated otherwise.

2. GENERAL PRINCIPLES

- 2.1 Subject to the terms of this Access Agreement and the Framework Agreement, the Contracting Authority is entitled (but not required) at any time during the term of the Access Agreement to enter into a Contract.
- 2.2 The Parties agree that this Access Agreement is intended to create a legally-binding relationship and all obligations and liabilities between them created by this Access Agreement shall be construed accordingly.
- 2.3 The GLA shall procure the LPDU Provider's provision to the Contracting Authority as part of support provided to the Contracting Authority by the LPDU Provider, a desktop-based benchmarking analysis which might identify estimated capital costs, estimated savings and estimated returns on investment provided always that the provision of such analysis is subject to the Contracting Authority providing the LPDU Provider with such information it requires in this regard. This shall be in such a form to support the development of the ITT (Mini Competition).
- 2.4 Subject always to clause 10.9, the GLA shall act reasonably in the exercise of its rights under this Access Agreement.
- 2.5 Subject to clause 2.6, the GLA shall notify the Contracting Authority where a Framework Provider is suspended or terminated under the Framework Agreement.
- 2.6 Notification under clause 2.5 shall be given by the GLA during the period of any GLA-Remit Project or, prior to award of any Contract, where a Project is designated as a GLA-Remit Project in the ITT (Mini-Competition).

- 2.7 Unless expressly stated otherwise in this Access Agreement, each Party shall bear its own costs in the preparation and execution of, and subsequent compliance with, this Access Agreement.

3. INDEMNITY

- 3.1 The Contracting Authority, subject to clause 3.9, acknowledges and agrees to indemnify the GLA against all actions, claims, costs, losses, expenses incurred directly or indirectly, additional operational and administrative costs and expenses and/or expenditure or charges and damages brought against or suffered by the GLA arising out of this Access Agreement, Contracts, and under the Framework Agreement, except where such actions, claims, costs, expenses and damages are brought against or suffered by the GLA are due to the negligence of the GLA.
- 3.2 The Contracting Authority agrees and acknowledges that where the GLA is found liable for any actions, claims, costs, expenses incurred directly or indirectly, additional operational and administrative costs and damages brought against or suffered by it that arise in part due to negligence, default, fraud, or breach of contract by the Contracting Authority then the Contracting Authority shall indemnify the GLA in respect of that part of the actions, claims, costs, expenses and damages which they have caused or for which they are responsible.
- 3.3 Neither Party excludes or limits liability to the other Party for death or personal injury or for any liability which occurs as result of its fraudulent actions arising under this Access Agreement.
- 3.4 Subject always to clause 3.3 in no event shall the GLA be liable to the Contracting Authority for:
- (a) loss of profits, business, revenue, goodwill or anticipated savings; and/or
 - (b) indirect or consequential loss or damage.
- 3.5 The Contracting Authority acknowledges that the GLA shall not have any liability, either under this Access Agreement or otherwise, in respect of the provision of Services under a Contract.
- 3.6 The Contracting Authority acknowledges that the GLA shall not have any liability, either under this Access Agreement or otherwise including (without limitation) in relation to any support provided by the LPDU Provider to the Contracting Authority, in respect of the suitability of the terms of the Framework Agreement or the suitability of contractors to perform the Services and that the Contracting Authority shall have satisfied itself of such suitability.
- 3.7 The Contracting Authority expressly acknowledges that it has entered into this Access Agreement freely and with full knowledge of its terms and in particular the provisions of this clause 3.
- 3.8 The Parties expressly agree that should any limitation or provision contained in this clause be held to be invalid under any applicable statute or rule of law it shall to that extent be deemed omitted but if any Party thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out herein.
- 3.9 The Parties shall take all reasonable steps to mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Access Agreement and shall take all reasonable steps to minimise and mitigate any effects or circumstances and/or events adversely affecting the performance of their obligations under this Access Agreement which would otherwise entitle that Party to relief and/or to claim compensation hereunder.
- 3.10 Except as provided in clause 3.3, the GLA shall not have any liability to the Contracting Authority whether in contract, tort (including negligence) or otherwise in respect of any legal action or other proceedings relating to the subject matter of this Access Agreement or otherwise including (without limitation) in relation to any support provided by the LPDU Provider to the Contracting Authority.

4. TERMINATION AND EXPIRY

4.1 Rights of termination

- (a) Either Party may at any time by notice in writing to the other Party terminate this Access Agreement forthwith if the other is in default of any obligations under this Access Agreement:
 - (i) the default is capable of remedy and that Party shall have failed to remedy the default within thirty (30) calendar days of receipt of written notice to it specifying the default and requiring its remedy; or
 - (ii) the default is not capable of remedy.
- (b) This Access Agreement may be terminated by either Party by giving three calendar months written notice to the other Party.

4.2 Following termination

- (a) Upon termination of this Access Agreement the Contracting Authority shall, from the date of termination, no longer be entitled to access or otherwise make use of the Framework Agreement (including access to or use of any documents, guidelines and templates developed or acquired by or on behalf of the GLA or LP for the purpose of facilitating access to the Services) and shall immediately discontinue (including any steps towards starting) any Mini-Competition and shall not enter into any Contract or WOS Agreement.
- (b) For the avoidance of doubt, termination of this Access Agreement shall be without prejudice to any Contracts executed prior to termination which will continue in full force and effect in accordance with their terms.
- (c) Termination of this Access Agreement in accordance with this Clause 4 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party.
- (d) Upon termination of this Access Agreement, the Contracting Authority shall provide to the GLA the Project Information if requested by the GLA.

5. PROVISION OF INFORMATION

- 5.1 The Contracting Authority shall on reasonable request (and within ten (10) Working Days following such request) provide to the GLA, or other person(s) nominated by the GLA, any document or information held by it and produced for the purposes of or as a result of using the Framework Agreement (“**Project Information**”).
- 5.2 The Contracting Authority shall notify the GLA, or other person(s) nominated by the GLA, in each case as soon as reasonably practicable and within ten (10) Working Days following:
 - 5.2.1 any material breach or material default of a Contract or any WOS Agreement by any Framework Provider;
 - 5.2.2 any early termination of a Contract or any WOS Agreement.

- 5.3 The Contracting Authority shall provide the following Project Information to the GLA for review:
- 5.3.1 copies of the following:
- (a) final draft ITT (Mini-Competition) (for avoidance of doubt including the draft Contract and project brief) at least ten (10) Working Days before the proposed date of issue to Framework Providers;
 - (b) final draft of any investment grade proposal which is otherwise agreed between the Contracting Authority and the relevant Service Provider;
 - (c) final draft Contract at least ten (10) Working Days before the proposed date of entry in such Contract;
 - (d) final draft WOS Agreement at least ten (10) Working Days before the proposed date of entry into such agreement; and
 - (e) details of any proposed variation to a Contract or WOS Agreement at least ten (10) Working Days before giving effect to such variation,
- 5.3.2 The Contracting Authority shall be required to make changes to any of the Project Information as the GLA may reasonably require.
- 5.4 The Parties agree that the Minimum Support is necessary:
- 5.4.1 to enable GLA to manage properly the Framework Agreement;
 - 5.4.2 to enable GLA to monitor properly the use of the Framework Agreement and in particular to ensure the quality of documents provided to Framework Providers and agreed under the Framework Agreement;
 - 5.4.3 to protect the reputation of both the GLA and LP; and
 - 5.4.4 to protect the reputation of the RE:FIT programme and maximize its benefits to framework users (including the Contracting Authority),
- provided always, for avoidance of doubt, that the Minimum Support (including any part of the same) and/or any support provided by the LPDU Provider to the Contracting Authority shall not constitute legal or other specialist technical, financial, procurement or other specialist advice provided by the GLA to the Contracting Authority.
- 5.5 Without prejudice to any other remedies of the GLA under this Access Agreement, where the Contracting Authority fails to provide Project Information or fails to comply with its obligations under clause 5.2 in accordance with this Access Agreement the GLA shall be entitled to suspend the Contracting Authority's use of the Framework Agreement in relation to the whole or any part of the Project, provided always that:
- (a) the GLA shall notify the Contracting Authority of such failure and allow the Contracting Authority ten (10) Working Days to provide such information (in such form as reasonably required) before exercising any right of suspension under this clause 5.5; and
 - (b) following the provision of information under (a) above (and without prejudice to any right of suspension), where such information requires prior review under clause 5.3, clause 5.3 shall apply (and for avoidance of doubt the Contracting Authority shall be fully responsible for any consequential impact on a Project including any delay to project timescales).
- 5.6 Where there is any suspension of the Contracting Authority's use of the Framework Agreement under clause 5.5, the GLA shall in its absolute discretion decide if, how, and when the

suspension shall be lifted and any associated conditions, and may notify any Framework Provider of such suspension.

- 5.7 The GLA shall notify the Contracting Authority as soon as reasonably practicable of any changes to the Framework Agreement (including where a Framework Provider is suspended or terminated under the Framework Agreement).

6. WARRANTIES AND REPRESENTATIONS

- 6.1 Each Party warrants and represents to the other that it has full capacity and authority and all necessary consents to enter into and to perform this Access Agreement and that this Access Agreement is executed by the duly authorised representatives of the Parties.
- 6.2 The Contracting Authority has, or shall prior to accessing the Framework Agreement, carried out all necessary due diligence and is satisfied that the Framework Agreement satisfies all of its requirements.
- 6.3 Except as expressly stated in this Access Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to fitness for purpose) are hereby excluded to the fullest extent permitted by law.

7. CONFIDENTIALITY

- 7.1 The Contracting Authority, except as otherwise permitted in this Access Agreement, will not without the prior written consent of the GLA, publish or disclose to any person, or permit any such disclosure by any of its agents, servants, employees or sub-contractors, the Framework Agreement or any confidential information received by it from the GLA in relation to and including the Framework Agreement, or the GLA's or any Framework Provider's business generally.
- 7.2 The GLA authorises the Contracting Authority to disclose to all persons engaged by or otherwise supporting it in relation to the use of the Framework Agreement (including, but without limitation, any of the Contracting Authority's agents, servants, employees or sub-contractors) the Framework Agreement or any confidential information received by the Contracting Authority relating to and including the Framework Agreement or the GLA's or the Framework Provider's business generally provided those persons are notified of and accept the requirement to keep confidential any such documents or other information.
- 7.3 Except as otherwise permitted in this Access Agreement, the GLA shall not, without the prior written consent of the Contracting Authority, (which consent shall not be unreasonably withheld or delayed) publish or disclose the Project Information to any person, or permit any such disclosure by any of its agents, servants, employees or sub-contractors.
- 7.4 The Contracting Authority hereby authorises the GLA to share the Project Information with its provider of the London programme delivery unit ("**LPDU Provider**") as may be appointed from time to time solely for reasons in connection with the Framework, provided that the:
- 7.4.1 GLA shall procure that any such LPDU Provider shall not publish or disclose the Project Information or any part of it (including the cost savings information and lessons learned that derive from it) without the prior written consent of the Contracting Authority(which consent shall not be unreasonably withheld or delayed); and
- 7.4.2 Contracting Authority hereby acknowledges and agrees that the LPDU Provider is not an agent of the GLA and shall not by its acts, omissions or otherwise bind the GLA and

the GLA shall not be liable to the Contracting Authority in respect of any act, omission or otherwise of the LPDU Provider.

- 7.5 Where the GLA requires (acting reasonably), the Contracting Authority shall destroy any confidential information received by it pursuant to clause 7.1 in relation to and including the Framework Agreement including, but not limited to, electronic copies of the same, save that the Contracting Authority shall not be required to destroy any such information pursuant to this clause 7.5 where that information is required by the Contracting Authority in order for it to effectively manage any Contracts or WOS Agreements, to comply with all applicable audit requirements, to comply with its document management and document retention policies in place from time to time or for any other reason. The Contracting Authority and its personnel will ensure that any destruction pursuant to this clause 7.5 is effective and total.
- 7.6 The restrictions on disclosing confidential information to third parties shall not apply to the extent that:
- 7.6.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure pursuant to the Freedom of Information Act 2000 or the Environmental Information Regulations 2004;
 - 7.6.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 7.6.3 such information was obtained from a third party without obligation of confidentiality;
 - 7.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Access Agreement;
 - 7.6.5 it is independently developed without access to the relevant other Party's confidential information; or
 - 7.6.6 such disclosure is required in relation to the GLA's obligations in respect of the Transparency Commitment.

8. **ORDERING PROCEDURES**

- 8.1 The GLA shall, at the reasonable request of the Contracting Authority, make available for use by the Contracting Authority relevant documents, guidelines and templates developed or acquired by the GLA for the purpose of facilitating access to the Services (and the GLA may, at its absolute discretion, make available to the Contracting Authority any such documents, guidelines and templates in draft form where this would, in the opinion of the GLA, be likely to benefit the Contracting Authority).
- 8.2 The Contracting Authority shall be entitled at any time during the term of this Access Agreement to procure the provision of Services at its own expense from any Framework Provider in accordance with the Framework Agreement and, subject always to clause 8.3, using such other documents, guidelines and templates provided by the GLA pursuant to clause 8.1.
- 8.3 Notwithstanding the provision of any documents, guidelines and templates by the GLA under clause 8.1 or the use of (or reference to) any other information otherwise available to the Contracting Authority and produced (or purporting to have been produced) by or on behalf of the GLA (all together the “**Relevant Information**”), the Contracting Authority shall carry out all necessary due diligence (including verifying any Relevant Information as the Contracting

Authority may consider necessary) in order to access Services under the Framework Agreement in accordance with its terms and the terms of this Access Agreement.

- 8.4 The Contracting Authority shall give the GLA at least four (4) weeks' notice of an intention to commence any Ordering Procedure and shall include in such notice:

8.4.1 a high level programme plan including the following proposed key dates:

- (a) any Framework Provider Event;
- (b) Mini-Competition launch date;
- (c) dates of site visits;
- (d) interview dates;
- (e) deadline for submission of final tenders (including for each stage in a multi-stage Mini-Competition); and

8.4.2 a brief explanation of the Contracting Authority's requirements and the estimated size of the Project in terms of the estimated contract value and the number of buildings in scope.

- 8.5 The Contracting Authority shall notify the GLA of any material change to arrangements notified in accordance with clause 8.4 (provided that a change to any date previously notified under clause 8.4.1 shall always be material for these purposes).

- 8.6 Taking into account the possibility of similar procurement activities being carried out by other framework users at or around the same time, the GLA shall be entitled to require commencement of the Ordering Procedure (including any part(s) of the same) on different dates to those proposed by the Contracting Authority under clause 8.4 (or as any of the same may be changed under clause 8.5).

9. **CHARGES UNDER THE FRAMEWORK AGREEMENT**

The Contracting Authority acknowledges that Framework Providers shall be liable under the Framework Agreement for fees associated with the management of the framework, and in particular that any Framework Provider is likely to seek to recover any CCS Fee from any Contracting Authority which is also a CCS Fee Authority (and bids will be priced accordingly).

10. **GENERAL PROVISIONS**

10.1 **Publicity**

The Contracting Authority shall not do anything that may or will damage the reputation of the GLA, or bring the GLA into disrepute, and shall not, unless otherwise directed by the GLA, make any press announcements or publicise the Framework Agreement (including any arrangement under, arising from, or in connection with it) in any way without the GLA's prior written consent.

10.2 **SEVERABILITY**

If any provision of this Access Agreement shall be declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability or legality of the remaining provisions of this Access Agreement.

10.3 VARIATIONS

No variation to this Access Agreement shall be effective unless it is in writing and signed by the Parties (or their respective authorised representatives).

10.4 NOTICES

10.4.1 Except as otherwise expressly provided within this Access Agreement, no notice or other communication from one Party to the other shall have any validity under the Access Agreement unless made in writing by or on behalf of the Party sending the communication.

10.4.2 Any notice or other communication which is to be given by any Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), or by email (confirmed by letter). Such letters shall be addressed to the other Party in the manner referred to in clause

10.4.3 Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four hours in the case of email, or sooner in any case where the other Party acknowledges receipt of such letters or email.

10.4.4 For the purposes of clause 10.4.2, the address of each Party shall be:

(a) for the GLA:

RE:FIT Programme Director

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(b) for the Contracting Authority:

[TITLE]

Address:

For the attention of:

Tel:

Email:

10.4.5 Any Party may change any of its own details relevant to service of notices or other communications as set out above by serving a notice in accordance with clause 10.4.2.

10.5 DEALINGS

10.5.1 Subject to the remainder of this clause 10.5, no Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Access

Agreement without the prior written consent of the other Party, neither may the Contracting Authority subcontract the whole or any part of its obligations under this Access Agreement except with the express prior written consent of the GLA.

10.5.2 The GLA shall be entitled to novate the Access Agreement to any other body(ies) which substantially perform any of the functions that previously had been performed by the GLA.

10.5.3 The Contracting Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to any other body established by the Crown or under statute to substantially perform any of the functions that had previously been performed by the Contracting Authority.

10.5.4 Where any Party wishes to exercise any entitlement to assign, novate or otherwise dispose of any or all of its obligations under this Access Agreement in accordance with this clause 10.5, the Parties shall cooperate fully and in a timely manner with each other to give effect to such arrangements as the relevant Party may reasonably require (and for avoidance of doubt each Party shall be responsible for its own associated costs).

10.6 DISPUTES

If a dispute arises out of or in connection with this Access Agreement or the performance, validity or enforceability of it then any Party shall give to the other written notice of the dispute, setting out its nature and full particulars, together with relevant supporting documents and on service such notice, the Parties shall attempt in good faith to resolve the dispute. If the Parties are for any reason unable to resolve the dispute within 30 days of service of such notice, the dispute shall be referred to an appropriate senior officer or official within each of the Parties (as each Party shall in its discretion decide in accordance with its own internal compliance procedures/policies).

10.7 COUNTERPARTS

This Access Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts shall together constitute one agreement.

10.8 THIRD PARTY RIGHTS

Except as expressly provided anywhere in this Access Agreement, a person who is not a party to this Access Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Access Agreement provided always that the rights of the Parties to terminate, rescind or agree to any variation, waiver or settlement under this Access Agreement are not subject to the consent of any person.

10.9 WAIVER

A failure by the GLA at any time to enforce the provisions of this Access Agreement or to require performance by the Contracting Authority of any of the provisions of the Access Agreement will not be construed as a waiver of any such provision and will not affect the validity of the Access Agreement or any part thereof or the right of the GLA to enforce any provision in accordance with its terms.

10.10 SURVIVAL

On the termination or expiry of this Access Agreement, provisions which are either expressed to survive, or by implication are intended to survive, termination or expiry, shall do so.

10.11 ENTIRE AGREEMENT

This Access Agreement constitutes the entire understanding between the Parties relating to the subject matter of this Access Agreement and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation made by either Party.

10.12 LAW AND JURISDICTION

This Access Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS whereof the Parties have executed this Access Agreement under hand the day and year first before written.

EXECUTED ON BEHALF OF THE)
GREATER LONDON AUTHORITY)

by:-

Authorised Officer

EXECUTED ON BEHALF OF THE)
CONTRACTING AUTHORITY)
)

by:-

Authorised Officer

MAYOR OF LONDON

RE:FIT LONDON NEWSLETTER Winter 2018/19

Welcome to the Winter 2018/19 edition of the RE:FIT London Newsletter.

2018 has been an incredibly exciting year for RE:FIT and our many London clients. This winter period has proved to be a vastly productive period and there is still more to come.

In this issue we will take a look at what RE:FIT has achieved over 2018, what we have delivered at the St Helier hospital, the award won by the London Borough of Hounslow and their RE:FIT provider, Larkfleet, for their successful schools retrofit projects, plus much more.

THE YEAR IN REVIEW

RE:FIT London supported the improved performance of over 100 buildings across London's Public Sector estate in 2018 saving over 5,000 tonnes of carbon per year. To date RE:FIT London has saved the public sector over £8m per year and will continue to improve savings and offset backlog maintenance costs as we continue to support clients.

The figures below set out what our RE:FIT clients have collectively achieved across London since the start of the programme:

220+

PUBLIC SECTOR
ORGANISATIONS PARTICIPATING

35k+

TONNES OF CO₂ SAVED
EACH YEAR

550+

BUILDINGS SUPPORTED
FOR RETROFIT

£106m+

TOTAL INVESTMENT
IN RETROFIT PROJECTS

210k

TONNES OF CO₂
SAVED SO FAR

£8m

PUBLIC SECTOR COST
SAVINGS EACH YEAR

A LOOK BACK TO ONE OF THE FIRST

LB Ealing was one of the first London Boroughs to engage with the RE:FIT London energy retrofit programme in 2012/13, to support its plan to drive down energy usage and carbon emissions. Since the installation of the energy saving measures, the RE:FIT energy performance guarantee has delivered over £1m of energy cost savings!

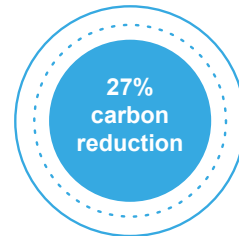
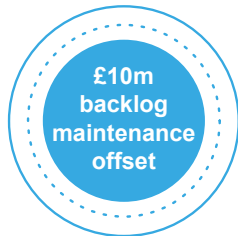
And whilst it's not all about saving money, RE:FIT continues to reduce the Borough's carbon footprint by c.800 tonnes of CO₂ per year - that's equivalent to the annual carbon emissions of around 200 average-sized homes.



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OUR PROJECT HIGHLIGHT - Epsom & St Helier University Hospitals NHS Trust

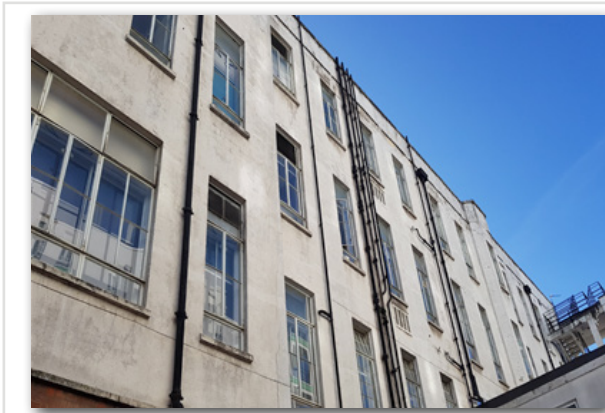


Epsom and St Helier University Hospitals Trust, as part of the Mayor of London's RE:FIT programme, is undertaking a programme of retrofitting works that will significantly reduce energy costs and CO₂ emissions whilst improving the quality of the buildings. The programme includes a range of energy retrofit projects and when complete is expected to be one of the largest Energy Performance Contracts in the UK by capital value.

The first phase is now coming to a close and over the delivery the trust will have implemented the following energy reduction measures:

- Combined Heat and Power Systems
- LED Lighting Retrofit
- Pipework Insulation
- BMS Optimisation
- HVAC Replacement
- New Cladding

The overall project capital cost and operational savings were clearly set out in the Investment Grade Proposal. Under the RE:FIT Framework this means they are guaranteed following the installation of the work, providing the business case and senior stakeholder confidence within the Trust for such a large investment.



A visual transformation: The new external cladding completed as part of the phase 1 energy efficiency measures for the Trust.



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"The RE:FIT Programme has allowed us to procure a specialist partner to help us identify a significant level of saving in our annual energy cost. In addition, we will be replacing our existing energy infrastructure, reducing our backlog maintenance and improving the environment for our patients."

Deputy Director of Estates Strategy, Property and Capital.

View more RE:FIT Case Studies [here](#).

WHAT HAVE YOU MISSED?

Eco School Games:

RE:FIT has provided the ten winning schools with their £1,000 worth of Eco Action Games. We hope these games assist in the continued drive to educate London's children on energy saving skills and encourages behaviour changes and awareness. To find out who the ten winning schools were and how your school could benefit from RE:FIT go to our news page here.



RE:FIT Publications:

The new [RE:FIT Brochure](#) is now live and easily downloadable from the Mayor's website, it summaries how RE:FIT works and has some useful statistics and testimonials.



AWARDS SEASON!

Hounslow - Energy Awards & Energy Institute Awards 2018:

The London Borough of Hounslow and Larkfleet group has won the Energy Efficient Partnership Award at the Energy Awards for their RE:FIT schools programme. The same programme was also shortlisted for the Community Initiative Award at the Energy Institute Awards.



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With RE:FIT, the London Borough of Hounslow has so far installed energy conservation measures across 11 schools, reducing energy use by 1.2MWh per year saving over £150,000 off their energy bill every year and reducing carbon emissions by 303 tonnes of CO₂ per year – equivalent to the annual carbon emission of 80 averaged-sized homes.

Both awards showcase organisations, projects and individuals for achieving excellence in the energy sector from around the world. The judges were particularly impressed with Hounslow's high-level of commitment, innovation and potential that was demonstrated by the project.



Many congratulations to [REDACTED], his team at Hounslow and Larkfleet in recognition of their ambition and hard work.

Read the Hounslow schools RE:FIT case study [here](#).

RE:FIT LONDON'S ACHIEVEMENTS THIS WINTER.

Imperial College Hospitals NHS Trust, has issued its mini competition through the RE:FIT framework to appoint a Service Provider to work with the Trust to implement efficient energy measures across the Trust's 200,000m² estate portfolio. The Trust would like to introduce measures such as BMS upgrades and lighting improvements expected to save over 10MWh and 2,500 tonnes of carbon per year.

University of West London has appointed a Service Provider after the completion of a successful competition. With the support of RE:FIT the University will implement improvements across their estate to achieve a 14% total energy reduction with a minimum projected saving of £140,000 per annum and carbon reductions of over 490 tonnes per year

Hillingdon Hospitals NHS Foundation Trust launched their RE:FIT mini competition in November to appoint a Service Provider to work closely with to optimise energy efficiency across the Trust's property portfolio. The Trust has set a minimum energy savings target of 14% for the first tranche of works which will include measures such as lighting upgrades, BMS optimisation, pipe insulation, fabric insulation and thermal hydraulics retrofit. The chosen provider is expected to be announced in March 2019.

Get in touch to find out more at refit@london.gov.uk or visit www.london.gov.uk/refit.



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HOW CAN YOUR ORGANISATION BENEFIT FROM **RE:FIT LONDON?**



European Union

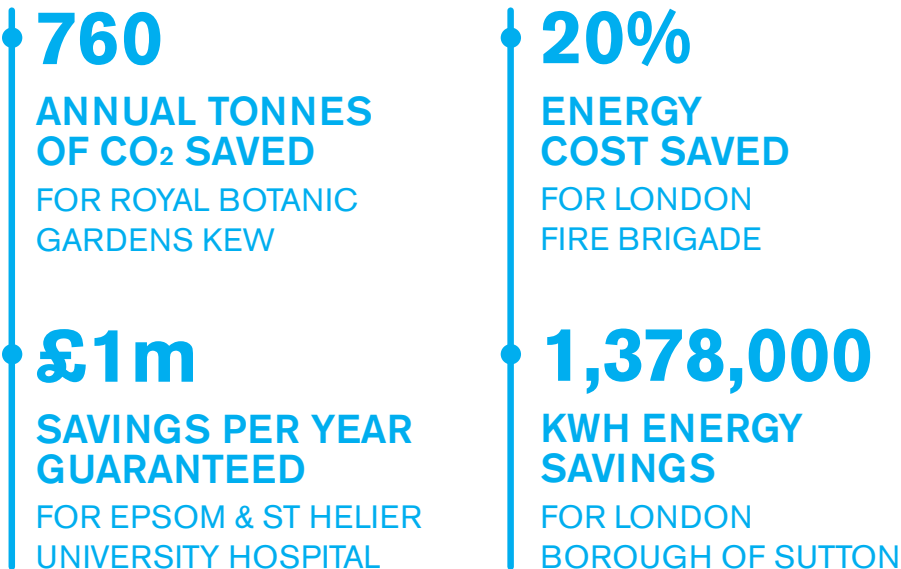
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Development Fund

RE:FIT IS THE MAYOR OF LONDON'S AWARD-WINNING ENERGY RETROFIT PROGRAMME.

RE:FIT is part of the Mayor's £34 million Energy for Londoners programme which aims to make London's homes warm, healthy and affordable, its workplaces more energy efficient, and to supply the capital with more local clean energy.

We've already helped organisations all over London by installing energy-saving measures, resulting in almost £8m per annum savings on their energy bills – such as Ealing, Enfield, Hounslow and Sutton.

It's a simple idea with guaranteed benefits.



Why use RE:FIT London's programme?

- Energy savings GUARANTEED
- Average savings of 15-25% on energy bills
- You keep 100% of your savings – no sharing or hidden costs
- Fully funded consultancy and advice from start to finish (until August 2019 only!)
- Expert benchmarking, funding advice, business case and ITT support and guidance
- Additional training and project support available
- Full range of standard and innovative technologies and solutions supported
- Reassurance to use a tried and tested scheme which has already supported over 200 organisations
- Fast and efficient process using an OJEU compliant framework of 16 service providers to choose from



RE:FIT SUCCESS STORIES



London Borough of Hounslow

"This solar PV and battery storage project demonstrates LB Hounslow's aspiration to convert Western International Market to a carbon-zero site. It is a real business success story, and a great example of working together with RE:FIT to put sustainable energy at the heart of future plans."



London Borough of Ealing

"Without the structure and support of RE:FIT, it would have been much more challenging for Ealing to gain the necessary support and approvals to move our programme forward. Also the guaranteed energy savings allowed us to quickly secure confidence with internal stakeholders."



Newham University Hospital

"I chose to use the RE:FIT Framework because it was tried and tested, OJEU compliant and easy to access. It has shown the benefits, support and savings that can be achieved as a programme and also allowed the best solutions to be taken up by the organisation."



Epsom & St Helier University Hospitals NHS Trust

"The RE:FIT Programme has allowed us to procure a specialist partner to help us identify a significant level of saving in our annual energy cost. In addition, we will be replacing our existing energy infrastructure, reducing our backlog maintenance and improving the environment for our patients."



Transport for London

"RE:FIT has given us considerable savings over our building portfolio that we wouldn't have achieved had we not used a model like RE:FIT."

6069



AMOUNT OF PV PANELS INSTALLED
FOR LONDON BOROUGH OF HOUNSLOW

£320,000



ANNUAL ENERGY COST SAVINGS
FOR LONDON SCHOOL OF ECONOMICS



Royal Botanic Gardens, Kew

"With RE:FIT we have been able to quickly and easily procure the expertise we need, allowing us to work to tight timeframes and deadlines. Having completed two projects through RE:FIT already we are part way through a third which we hope will generate the biggest savings yet, helping us reach our 25% CO₂ emission reduction target. The framework provides confidence and reduces risk by requiring suppliers to guarantee energy and financial savings."



London School of Economics & Political Science

"Retrofitting our buildings is critical for hitting our carbon reduction targets, but it's a struggle to systematically deliver improvements. RE:FIT has been a brilliant solution for us. It's enabled my team to overcome our barriers to delivery and get savings moving and we're looking forward to our next RE:FIT phase."

RE:FIT London is offering four FULLY FUNDED courses to the London Public Sector to support you in achieving GUARANTEED energy savings.

Attendees will gain greater understanding of:

- **HM Treasury's Better Business Case Development model**
- **Contract Administration – JCT Design & Build**
- **Monitoring & Verification – Familiarisation for energy professionals**
- **Financing & Funding options**

More details on these courses can be found at london.gov.uk/refit-training

To find a course date that fits your schedule, please contact the RE:FIT London team at refit@london.gov.uk

£104,000

ANNUAL ENERGY COST SAVINGS
FOR LONDON METROPOLITAN UNIVERSITY

28%

ENERGY COST SAVINGS
FOR LONDON BOROUGH OF CAMDEN

MAYOR OF LONDON

RE:FIT LONDON HAS WON NUMEROUS AWARDS



Get in touch with RE:FIT

RE:FIT London

 E: REFIT@london.gov.uk

W: london.gov.uk/refit

RE:FIT National



RE:FIT Wales





European Union

European Regional
Development Fund

Starter Pack

A guide to using the RE:FIT Framework



Introduction

Thank you for your interest in the Mayor of London's RE:FIT programme. This is an innovative scheme supporting public sector organisations in becoming more energy efficient and playing their part in reducing London's carbon emissions.

Available to all public sector organisations in the UK, the RE:FIT Framework streamlines the procurement process for energy services by providing pre-negotiated, EU-regulation-compliant contracts that can be used with a group of pre-qualified Energy Service Companies (Service Providers). The Service Provider designs and implements energy conservation measures which enable organisations to cut running costs, energy consumption and carbon emissions. The Service Provider guarantees the level of energy savings, thus offering a secure financial saving over the period of the agreement.

The Framework is flexible in its approach to develop, tender and implement projects. The following stages are involved in the delivery of a typical RE:FIT project:

Stage 1: See what RE:FIT can do for you

Stage 2: Secure funding and resources

Stage 3: Start the tender process

Stage 4: Do a mini-competition

Stage 5: Find out how much you can save/Full Investment Grade Proposals

Stage 6: Install energy saving measures

Stage 7: Monitor performance

This Starter Pack provides you and your organisation with an easy to read overview of the various stages of the RE:FIT process, the support available to you throughout your project and the activities and input required from your organisation.

Let's get started.

RE:FIT is a public sector initiative for the public sector.
Unlike other schemes, there are no sharing of the energy savings
benefits RE:FIT will bring you.

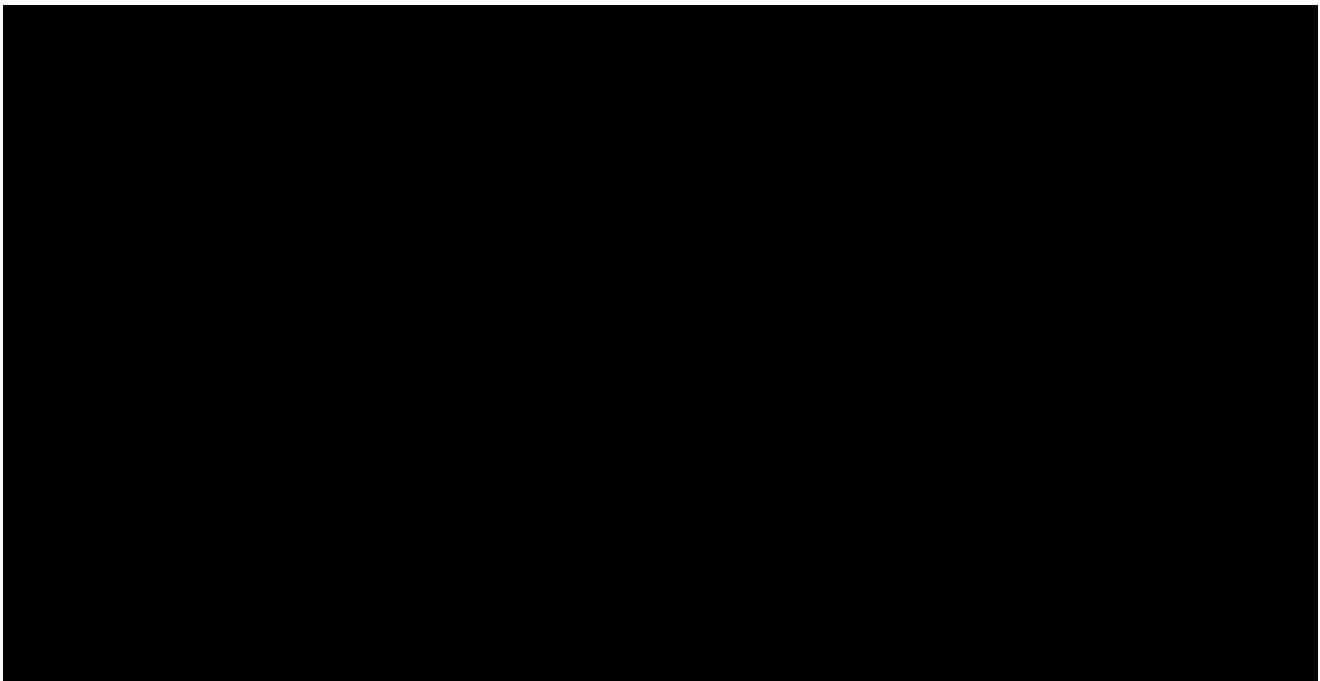


European Union
European Regional
Development Fund

Introducing the Programme Delivery Unit

The RE:FIT Programme Delivery Unit (PDU) has been established by the Greater London Authority (GLA) to manage the RE:FIT Framework and facilitate the uptake by London-based public sector organisations. Operated by Turner & Townsend, the PDU proactively recruits public sector organisations into the programme and provides tailored support throughout the RE:FIT process. The PDU's support is funded jointly by the ERDF (European Regional Development Fund) and by the GLA.

The following organisation chart shows the structure of the PDU and its teams:



The PDU will provide bespoke support through benchmarking energy information, identifying optimum financial and energy savings. We will also help you to develop project briefs, mini-competitions to select the preferred Service Provider and support you through implementation and beyond to ensure that the benefits you expect are fully realised.

The PDU provides the templates to carry out each project stage in the most efficient and effective way. We will support you to complete these in the right way, first time. The PDU will also make accessible a range of best practice information, including case studies, access to previous RE:FIT participants to share knowledge, benchmarking and cost information on project costs, savings and carbon reductions.

This means you gain the benefits in procuring and delivering an appropriate solution from an experienced team who have undertaken this task across a number of organisations within London.

This document outlines the support that you can expect from the PDU at each project stage and highlights the input required from your organisation.

Stage 1: See what RE:FIT can do for you

Summary

We will work with you to gain senior support for RE:FIT within your organisation. This will often require bringing together your estates, finance and energy teams to ensure that they all understand the programme and the potential benefits for your organisation.

In order to proceed you will need to sign a RE:FIT Access Agreement (AA). The AA sets out the terms by which you can access this framework. The AA also clarifies the rights and obligations of both parties, and sets the basis of the RE:FIT framework and the benefits it has to offer.

The AA does not place an obligation on awarding works and/or services under the RE:FIT framework, but sets a background to the delivery of the PDU services which cover the following:

- Energy benchmarking - an analysis of your energy consumption data to ascertain the minimum potential savings (£, kWh, tonnes CO2 per annum), maximum payback period and indicative capital investment;
- Tailored support and advice to your organisation by the PDU throughout your RE:FIT projects' stages;
- Access to RE:FIT Template documents to assist you through your project;
- Experienced advice and support on all stages of your RE:FIT projects including, savings opportunity assessment, brief development, tender documentation preparation, procurement, Investment Grade Proposals, contracts, construction/installation and Measurement & Verification.

We will work together to begin to identify a list of the buildings and works to be considered for your RE:FIT project. Your identified Project Manager will coordinate the collation of your building and energy data information. This will be provided to the PDU Benchmarking team to provide an indicative energy saving and payback period.

You need to

- Sign the AA. This should be signed by a senior member of your organisation, normally CEO or Finance Director, who has the authority to oversee the delivery of RE:FIT projects at executive level.
- Identify a Project Manager resource to lead your organisation through the RE:FIT process and be the main point of contact for the project.
- Provide building data, including energy information, to the PDU for benchmarking. This may involve your estates, facilities and maintenance teams.

The PDU will

- Attend a meeting with you to introduce and explain the RE:FIT programme and answer any questions you have about the programme.
- Provide a template for collating building data.
- Carry out a desktop benchmarking exercise based on the building information and energy data received..

