



Programme Area: Smart Systems and Heat

Project: WP1 Building Retrofits

Title: Request for proposals

Abstract:

A request for proposals for the Domestic Retrofit Demonstration Project

Context:

The aim of the project is to validate the cost, time and energy effectiveness of domestic retrofit across different house types, using an approach that could be employed to improve the energy efficiency of the vast majority of the existing 26 million homes in the UK which will still be in existence by 2050. The novel, mass-scale retrofit approach being tested was first developed in a deskbased ETI project (“Optimising Thermal Efficiency of Existing Housing”) completed in 2012, as part of the ETI Buildings programme. The 20-month long, £475,000 project will retrofit five types of domestic property, identified and prioritised in the earlier ETI project.

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Request for Proposal (RfP)

Smart Systems and Heat (SSH) Programme: Domestic Retrofit Demonstration Project

Request For Proposal Issue Date

22nd July 2013

Deadline for Notification of Intention to Submit a Proposal

23rd August 2013

Closing Date

Proposals must be received before 12:00 noon on the 1st October 2013

Contact for Enquiries

Jane Dunn

SSH Administrator

Tel: +44 (0)121 203 3700

Email: smart@eti.co.uk

Address for Notifications and Submission of Proposals

Energy Technologies Institute LLP

F.A.O. Jane Dunn

6220 Bishops Court

Birmingham Business Park

Birmingham

United Kingdom

B37 7YB

Email: smart@eti.co.uk

SUMMARY OF KEY PROJECT INFORMATION

Through its Optimising Thermal Efficiency of Existing Housing (OTEoEH) project, the Energy Technologies Institute (ETI) has developed an approach for the delivery of mass-scale retrofit of domestic properties at a sufficiently high rate to impact national climate change targets. This approach is based on 4 key elements:

- Two high performing packages of interventions, capable of delivering average energy savings of ~30% or ~50% across the UK housing stock;
- A customer friendly solution;
- A lean approach to the delivery of the approach and
- A cost effective and scalable approach to mass retrofit, with installed cost savings of up to 30% compared to existing practises.

The ETI is now seeking to work with organisations possessing the desire, skills and vision to test, evaluate and exploit this UK ‘game changing’ opportunity. This Project, focused on testing and improving a technical and commercial approach for the mass retrofit of the UK housing stock presents an opportunity to engage with the ETI at an early stage of its £100m Smart Systems and Heat programme, whilst at the same time challenging established norms in the UK retrofit industry.

This Project forms part of the ETI’s Smart Systems and Heat (SSH) Programme, the aim of which is to design cost-effective local energy solutions that meet residents needs considering a range of demand-side measures, such as buildings retrofits, and supply-side measures that could be undertaken.

To support this Project the ETI will make available (under a Non-Disclosure Agreement (NDA)) a methodology for implementing the key findings from its OTEoEH project (referred to in this Request for Proposal (RfP) as the “**ETI Approach**”).

The ETI wishes to demonstrate, test and improve the **ETI Approach** as the first step towards its planned large scale, integrated validation of a future smart energy system (the large scale validation is not in the scope of this RfP). This initial retrofit demonstration will be at a small scale across a number of existing property archetypes. The system solution to be developed by the Smart Systems and Heat programme is planned to be applicable to the UK as a whole, thereby presenting a significant market opportunity to Respondents.

The primary purpose of this RfP is for the ETI to acquire Datasets meeting the requirements set out in Sections 3.3 and 5.2. The Participant(s) will produce the Datasets during the three stages of the Project; before, during (installation of retrofits) and after the **ETI Approach**, to evaluate and improve its effectiveness

Using the Datasets acquired, Participant(s) shall fully evaluate and suggest improvements to the four key elements of the **ETI Approach**. In summary the data and evaluation will include:

- The **performance** of the **ETI Approach**;
- The **delivery** of the **ETI Approach**;
- The **consumer** acceptability of the **ETI Approach**;
- The **commercial viability** of the **ETI Approach**.

The initial Datasets will cover 5 properties. It is acknowledged that the cost of these works will include physical retrofit and not just the cost of acquiring Datasets themselves. Some consideration will be given to Respondents that can provide capital contribution to this Project e.g. ECO/Green Deal/ private funding, which will allow the ETI (if it wishes) to extend the acquisition of data over a larger number of properties or period of time over and above the minimum expectations laid out in this RfP. Consideration will also be given to Respondents who maybe embarking on their own funded retrofit projects, in addition to the Datasets required in this RfP, and who may wish to use the **ETI’s Approach** in return for Datasets.

The ETI may employ a third party with specific sector expertise to validate the quality and completeness of the Datasets to ensure they fully comply with the ETI's requirements.

Work on the Project is planned to commence by early February 2014. It is envisaged that "before" and "during" Datasets are delivered and accepted within six months of commencement. Delivery of the "after" Datasets will occur quarterly over the 12 months subsequent to completion of works associated with collection of Datasets.

Respondents will be required to demonstrate that they have legal rights and permissions to both access the properties to undertake the **ETI Approach** and collect Datasets to evaluate it prior to entering into a Project Contract.

GUIDE TO THE RFP AND COMMISSIONING PROCESS

THE RFP

Sections 1 to 10 contains comprehensive information which the respondent must read in full in order to provide a fully compliant submission.

Appendix A outlines specifically (including the maximum page count per section) what the Respondents need to return as part of the Proposal submitted in response to this RfP. The Annexes of Appendix A provide information on all matters relating to the due diligence and Statement of Compliance.

Appendices B and C contain forms which need to be completed and returned to ETI by the defined closing dates if the Respondents wish to participate in the bidding process.

PROJECT COMMISSIONING PROCESS

The ETI is using a two-step approach to commission the Project:

Step 1 - RfP Issue and Selection of preferred Respondent(s)

Following the release of this RfP, potential Respondents may apply to attend a SSH Domestic Retrofit Demonstration Project briefing workshop. The objective of this workshop is to further describe the Project requirements and to provide an opportunity to ask questions prior to making a Submission in response to this RfP. The ETI anticipates that valuable networking opportunities will also be available throughout the day.

Interested potential Respondents are to notify the ETI with their request to attend the briefing workshop no later than 2nd August 2013. Upon notification, a briefing workshop package (including agenda) will be distributed. See Section 7.3 for the full (estimated) Project commissioning timeframe.

Prior to making a Submission in response to this RfP, Respondents are required to provide to the ETI (i) a formal notification of their intention to submit a Proposal, in the form set out at Appendix B, and (ii) a Non-Disclosure Agreement in the form provided at Appendix C, signed by all Respondents involved in the Proposal and returned to the ETI in accordance with the instructions at Appendix C. Both documents must be received by the ETI no later than 20th August 2013.

Respondents are required to provide Submissions in response to the RfP to the ETI no later than 1st October 2013. Submissions shall comprise of a Proposal, the form and contents of which are set out at Appendix A, and supporting documentation set out in Section 8.

Following the closing date for Submissions, the ETI will convene a Selection Panel as part of its evaluation process to recommend which Respondent should proceed to the Project Shaping and Contract Negotiation Stage.

Respondents may be requested to make a presentation to the Selection Panel to support information provided in their Submission. The Selection Panel may also request further clarifications following the meeting of the Selection Panel and as part of the Project Shaping and Contract Negotiation Stage.

Respondents will need to demonstrate their right to access the necessary housing stock both to carry out works and to acquire Datasets prior to proceeding to the Project Shaping and Contract Negotiation Stage.

Step 2 - Project Shaping and Contract Negotiation.

Following selection, the ETI will invite the preferred Respondent(s) to enter into negotiations with the ETI to shape the Project and finalise the terms of the Project Contract. An overall

period of up to 12 weeks has been allowed for this Project Shaping and Contract Negotiation Stage. See Section 7.3 for further details relating to anticipated dates.

Further meetings will be required to complete the Project Shaping and Contract Negotiation Stage and Respondents are required to commit to provide legal, technical, commercial and managerial resources as required to achieve the contract signature target date shown in Section 7.3 of this RfP. The ETI reserves the right to cancel the commissioning of the Project should this not occur. Upon completing the Project Shaping and Contract Negotiation Stages, the Project Contract is signed by both parties and a date for Project kick-off is set. An agreed mobilisation plan for the Project shall be in place prior to Project Contract signature.

CONTENTS

1.	ETI Introduction	1
1.1.	Introduction to the Energy Technologies Institute	1
1.2.	ETI Approach to Health, Safety and Environment (HSE)	1
2.	SSH Programme Overview	2
3.	Scope of the Project	3
3.1.	The Project – Domestic Retrofit Demonstration	3
3.2.	Project Scope	3
3.3.	Project Objectives	4
4.	Project Delivery of the ETI Approach	5
5.	Project Delivery Requirements	7
5.1.	Delivery Requirements of the ETI Approach	7
5.2.	Project Deliverables	7
5.3.	Project Assumptions and Constraints	11
6.	Commercial and Legal Requirements	13
6.1.	Project Contract	13
6.2.	Participant Contracting Structure	13
6.3.	Project Payment Structure	14
6.4.	State Aid	14
6.5.	Intellectual Property	15
6.6.	Due Diligence	15
7.	Project Commissioning Process and Estimated Time Scales	16
7.1.	Step 1: RfP Issue and Respondent Selection	16
7.2.	Step 2 - Project Shaping and Contract Negotiation	18
7.3.	Estimated Project Commissioning Timeframes	19
8.	Contents and Format of Submission	21
9.	Statement Of Compliance	22
10.	Important Notices	23
	APPENDIX A - PROPOSAL CONTENT AND FORMAT	25
	Annex A1 - DUE DILIGENCE INFORMATION REQUIREMENTS	36
	Annex A2 - GENERAL DUE DILIGENCE REQUIREMENTS	38
	Annex A3 - STATEMENT OF COMPLIANCE	39
	APPENDIX B - NOTIFICATION OF INTENTION TO SUBMIT A PROPOSAL	40
	APPENDIX C - NON DISCLOSURE AGREEMENT	41
	APPENDIX D - TERMS AND CONDITIONS OF PROJECT CONTRACT	49
	APPENDIX E – GLOSSARY	50

1. ETI INTRODUCTION

1.1. Introduction to the Energy Technologies Institute

The ETI is a public-private partnership between global industries – BP, Caterpillar, EDF, E.ON, Rolls-Royce and Shell – and the UK Government. Hitachi have joined the ETI as a Programme Associate for the SSH Programme.

Public sector representation is through the Department for Business, Innovation and Skills, with funding channelled through the Technology Strategy Board and the Engineering and Physical Sciences Research Council. The Department of Energy and Climate Change is an observer on the ETI Board.

The ETI is focused on accelerating the deployment of affordable, secure low-carbon energy systems for 2020 to 2050 by demonstrating technologies, developing knowledge, skills and supply-chains and informing the development of regulation, standards and policy.

Further information can be found on our web-site at www.eti.co.uk.

1.2. ETI Approach to Health, Safety and Environment (HSE)

The Health and Safety of those who may be affected by ETI projects and the protection of the environment that may be impacted by ETI projects is of paramount importance to the ETI and its Members. It is ETI policy to pursue best practice in the health, safety and environmental management of its projects. The ETI therefore expects those who receive ETI funding to demonstrate a commitment to best practice in health, safety and environmental management as well as demonstrating that all applicable legal requirements are met.

The ETI requires certain HSE-related information as part of a Proposal. See Appendix A Section 8 of this RfP.

It is of paramount importance to the ETI that both the residents of properties together with the individuals or organisations that own properties subject to any retrofit are properly protected; the ETI requires:

- the highest standards in health and safety (both in undertaking the works and in respect of ongoing occupation of the properties): excellence not merely legal compliance;
- robust and secure procedures for dealing with personal data in full compliance with the law;
- the home owner to be given material guarantees of work and workmanship, to the standard expected in the industry (e.g. ECO, Green Deal etc.).

2. SSH PROGRAMME OVERVIEW

The provision of heating and hot water in domestic properties places a significant demand on the UK energy system.

The aim of the ETI's SSH Programme is to design, develop and demonstrate a cost optimised, smart energy system suitable for future roll out within the UK, The programme will focus on the delivery of cost-effective local energy solutions that meet the needs of residents, considering a range of both demand side and supply side measures.

The three distinct phases of the SSH Programme are:

- Phase 1: The first phase will develop the toolkit, capacity and capability to deliver the prototype “product” to mass market consumers;
- Phase 2: The second phase will provide a full system-level validation;
- Phase 3: The third phase will focus on commercialisation.

As part of Phase 1 it is intended to test and evaluate various sub-system solutions prior to them being integrated into a system design to be validated in Phase 2. This Project is intended to test and evaluate the **ETI Approach** (sub-system) associated with the mass retrofit of domestic property.

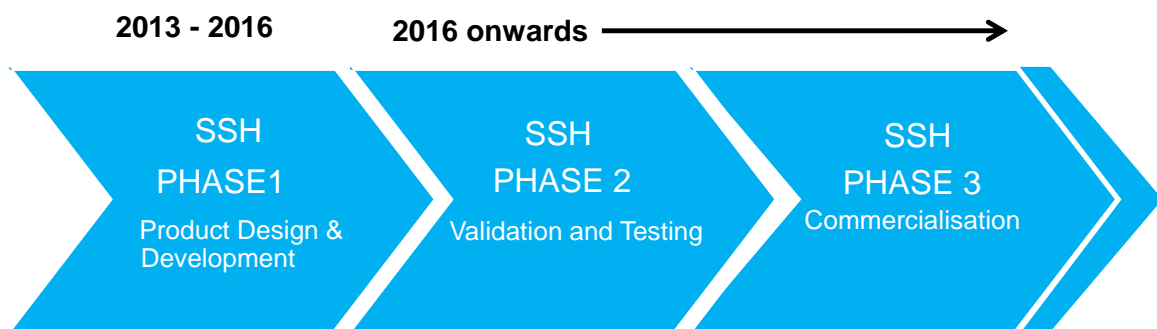


Figure 1: ETI SSH Programme Phases

3. SCOPE OF THE PROJECT

3.1. The Project – Domestic Retrofit Demonstration

The ETI's OTEoEH project identified potential solutions for mass retrofit of the UK domestic housing stock at a sufficiently high rate to impact national climate change targets. These solutions are described in the **ETI Approach**.

The **ETI Approach** features four key elements:

- High performing packages of interventions;
- A lean approach to the delivery of the solutions;
- A customer friendly solution;
- A cost effective and scalable approach to mass retrofit.

Two levels of solution were developed (referred to as RetroFix and RetroPlus) which are estimated to deliver significant energy savings across the UK housing stock. At the same time the packages address key blockers to consumer up-take of retrofit, principally cost, disruption and confidence in the supply chain to deliver. Cost savings for installed solutions of up to 30% compared to existing industry practises were estimated.

The two retrofit packages, RetroFix and RetroPlus, allow for packaged work (rather than individual measures) while also offering different options based on customer preference, cost and the level of disruption.

RetroFix

The RetroFix package is designed to tackle the most significant thermal losses in the existing housing stock. The package includes appropriate wall insulation, loft and ground floor edges insulation, improved airtightness together with heating system and control upgrades, depending on the age and construction of the home.

RetroPlus

RetroPlus package includes all of the measures in the RetroFix packages plus further thermal improvements to floors, replacement doors and windows and more innovative heating systems where appropriate.

Through evaluation of Datasets collected, this Project will seek to identify opportunities to develop the capability of the UK retrofit industry to better deliver cost effective improvements to occupant comfort, energy consumption and consequently achieve higher levels of CO₂ reduction.

3.2. Project Scope

The scope of this Project will focus on 5 properties, 1 from each of the following five archetypes:

- Pre 1919 mid terrace;
- Pre 1919 detached;
- 1919 – 1944 semi-detached;
- 1945 – 1964 semi-detached;
- Post 1980 semi-detached.

The ETI has developed the "**ETI Approach**" which summarises the approach to implementing the mass scale retrofit packages, RetroFix and RetroPlus. This will be released to Project respondents on receipt of the signed Non-Disclosure Agreement.

RetroFix is to be applied to a minimum of two of the five property types. Similarly, RetroPlus is to be applied to a minimum of two of the remaining three properties, leaving one property type where the Respondents can decide which of the two packages to apply to meet the requirements.

By operating at a scale of 5 properties, it will be possible to facilitate data collection at a 'forensic' level leading to a greater understanding of the effectiveness of and opportunities for improvement of the **ETI Approach**. As an example:

- **Performance:**
 - How to increase the thermal efficiency (carbon reduction) for each installation;
 - The ability to guarantee the measured performance;
 - Understand the changes to heating patterns after the application of the **ETI Approach**.
- **Delivery:**
 - Detailed analysis of timings and costs associated with the **ETI Approach**.
- **Consumer:**
 - Evaluate the delivered comfort within a retrofitted property;
 - Consumer attitudes before, during and after delivery of the **ETI Approach**.
- **Commercial:**
 - Gaining insight into how effective the **ETI Approach** is, including any suggested improvements, for future mass rollout.

The Respondents shall submit an All Risk Price for the supply and evaluation of the Datasets and must ensure that the Proposal fully reflects the requirements of the **ETI Approach** and this RfP.

3.3. Project Objectives

The objective of this Project is to demonstrate, test and improve the **ETI Approach**. This will establish the most effective whole house retrofit solution (in terms of cost effectiveness and carbon efficiency) where performance can be understood and guaranteed. The Participant(s) shall provide the ETI with Datasets that meet the requirements of Sections 5.1 and 5.2 and fulfil the following list of Project objectives:

- Demonstrate the **ETI Approach** across a range of property archetypes;
- Providing detailed data, analysis and evaluation of the energy efficiency impact on cost and time of the **ETI Approach**, together with recommendations to improve the solution on cost/carbon basis;
- Providing detailed data analysis of the effectiveness of the delivery mechanism (end-end cycle of procuring, designing and delivering materials to the site) for the **ETI Approach**, together with recommendations to improve the effectiveness of the solution;
- Providing detailed data and analysis to quantify and improve the consumer acceptability of the **ETI Approach**; and
- Assessing the commercial viability of the **ETI Approach** and proposing opportunities for improvement and or commercialisation.

To meet the above objectives, the Respondents will provide an All Risk Price per archetype in accordance with the pricing schedule as detailed later in this RfP.

4. PROJECT DELIVERY OF THE ETI APPROACH

To maximise the quality of the Datasets, the **ETI Approach** should be conducted in a serial manner. This means the Participant completes and acquires the Datasets for the first property, takes the learnings, refines (after gaining ETI's acceptance) and applies them to the acquisition of the subsequent Datasets as shown in Figure 2.

It is anticipated that this Project will be split into 3 Stages with a Stage Gate review (SGR) between Stage 1 and Stage 2. Each Stage will consist of a number of Work Packages (WP). The SGR will be chaired by the ETI and is intended to provide assurance to the ETI that appropriate preparatory work (both from a HS&E and technical perspective) has been completed to allow the later Stages of the Project to be completed both safely and effectively.

There are five WPs in total for this Project:

- **WP 1:** Planning and Preparation;
- **WP 2:** Before the **ETI Approach** Data Collection and Submission;
- **WP 3:** During the **ETI Approach** Data Collection and Submission;
- **WP 4:** After the **ETI Approach** Data Collection and Submission;
- **WP 5:** The Commercial viability for the **ETI Approach**.

Below is a summary of each stage and the WPs contained therein. For specific details of the deliverables required in each WP please see Section 5.2.

Stage 1: Pre Property Retrofit Intervention – Before the ETI Approach

Work Packages included in this stage: WP1, Stage Gate Review and WP2

WP1 focuses on the health, safety and environment information, specific work plans, design details and more specific data on the selected properties. The Participant(s) will not be able to commence WP2 until the planned Stage Gate Review has been passed.

WP2 focuses on establishing a baseline understanding of the property prior to any interventions being made, together with agreeing the detailed scope of work to be undertaken. It is anticipated that a design review will be held with the ETI before that start of Stage 2.

Stage 2: During Property Retrofit Intervention – During the ETI Approach

Work Packages included in this stage: WP3.

WP3 focuses on the acquisition of Datasets during and immediately after the implementation of the **ETI Approach**. The activities carried out and data obtained may be audited by a third party appointed by the ETI.

Lessons learned from each cycle of data acquisition shall be applied to subsequent cycles

Stage 3: After Property Retrofit Intervention – After the ETI Approach

Work Packages included in this stage: WP4 and WP5.

WP4 focuses on provision of 4 quarterly Datasets for each relevant property, covering the 12 months after the installation of the ETI Approach. The Participant will also be required to produce a final report as part of WP5, which is to be submitted taking into account results from the last Dataset of WP4. This report will identify, analyse and discuss the problems, gaps, issues, barriers and assessment of commercial viability associated with the **ETI Approach** including the trade-off between cost, time, and standard of finish versus thermal efficiency. An interim version of the final report will be provided following completion of the works necessary to acquire Datasets, based on findings to that point in the Project.

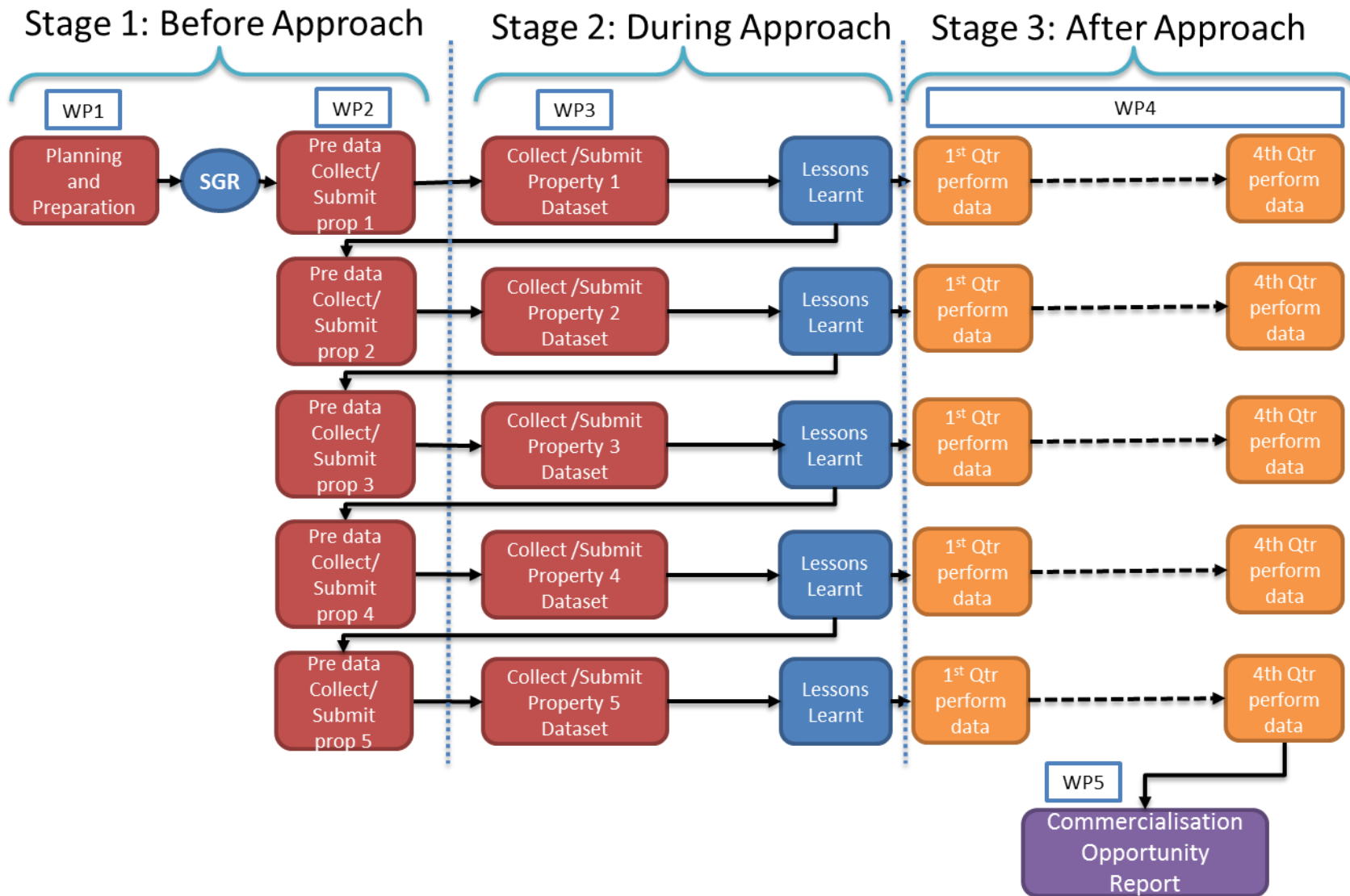


Figure 2 – Potential Approach to Project Delivery

5. PROJECT DELIVERY REQUIREMENTS

5.1. Delivery Requirements of the ETI Approach

Respondents are to provide an All Risk Price in accordance with section 6.1 of Appendix A including the requirements as set out in the ETI Approach and the following sections:

5.2. Project Deliverables

The Respondent shall be expected to deliver the following for the Project, in line with the requirements of the 5 work packages:

Work Package 1: Planning and Preparation

Work Package	Deliverables
WP1 Planning and Preparation	<ol style="list-style-type: none">1) List of properties with addresses, occupant details, size, why they are similar to the archetypes, and ensuring compliance with data protection legislation.2) Work plans describing the steps to delivering the ETI Approach including:<ol style="list-style-type: none">a. Project plan;b. Resource plan simulating a poly competent team (poly competent teams are described in the ETI Approach);c. Risks register;d. Procurement process;e. Detail design and designer Risk;f. Delivery (logistics) process; andg. Environmental plan together with a waste disposal process.3) Participant(s) will also provide a technical description of the materials used to satisfy U-values for both of the retrofit measures (RetroFix and RetroPlus) as described in the ETI Approach document. The U-values specified in the ETI Approach are for guidance and shall be treated as the minimum requirements to be met.

Work Package 2: Before ETI Approach Data Collection and Submission

Work Package	Deliverables
<p style="text-align: center;">WP2</p> <p style="text-align: center;">Before Approach Data Collection and Submission</p>	<ol style="list-style-type: none"> 1) Description of all 5 dwellings and occupancy, including a floor plan and details of the heating system, including number, size and location of radiators. 2) Base line energy use and usage pattern: <ol style="list-style-type: none"> a. Minimum of 2 year of energy usage with consistent occupants; b. Occupancy patterns, both by room and by property (where possible); c. Heating patterns based on heating control system programming; d. Where possible, measured internal temperatures in relevant locations through the property, for instance in rooms with high levels of occupancy or energy consumption. 3) Assessment of the building thermal efficiency prior to the application of the ETI Approach, this would be expected to be in the form of: <ol style="list-style-type: none"> a. A cooling test of the property; b. A pressure test of the property to assess the air tightness; c. Thermal imaging of the property. 4) Assessment of the value of the property by a suitable professional body before the works are carried out. 5) Estimates of the installation costs and effectiveness based on a business as usual approach to domestic retrofit, including customer satisfaction and benefits, cost, time, supplier satisfaction and benefits, energy performance and work quality and consistency. 6) Description and findings of the survey process for “before” retrofit buildings evaluation and of the process of agreement on retrofit parameters with both owner and occupant (if different). 7) Specification of the packages of work to be implemented, with supporting calculations. 8) Plan of work following survey. Note that this information needs to be provided for both the Participant(s) ‘business as usual’ way of working and for the ETI Approach (with the agreement of the owner and occupant). 9) Final detailed design of works to be undertaken and how the ETI Approach will be achieved, including the appropriate measures with a list of manufacturer’s materials to be used. 10) Legal agreements with occupants and / or home owners. 11) Analysis of owner and occupant attitudes, expected benefits and concerns before retrofit. 12) Successful completion of a design review with the ETI.

Work Package 3: During ETI Approach Data Collection and Submission

Work Package	Deliverables
<p style="text-align: center;">WP3 During ETI Approach Data Collection and Submission</p>	<ol style="list-style-type: none"> 1) Up-dates to the health and safety processes and procedures adopted for the ETI Approach to be adopted, based on findings and analysis of data from prior activities. 2) A detailed description of the increase or decrease in health, safety and environmental risks when compared with traditional methods to operations including any issues effecting the comfort or health of occupants and operatives during the ETI Approach. 3) Assessment of the building thermal efficiency after the application of the ETI Approach, this would be expected to be in the form of: <ol style="list-style-type: none"> a. A cooling test of the property; b. A pressure test of the property to assess the air tightness; c. Thermal imaging of the property. 4) Impact of the retrofit activities on the value of the property, assessed by a suitable professional body before and after the works are carried out. 5) Comparison of the performance of the ETI Approach against a 'business as usual' approach, including customer satisfaction and benefits, cost, time, supplier satisfaction and benefits, energy performance and work quality and consistency. 6) Description of works carried out, list of works undertaken by the day, and a detailed as built timeline, and method statement i.e. as built evaluation. 7) Analysis of actuals Vs. estimates (costs, timelines, quality, performance including thermal efficiency). 8) Analysis of owner and occupant attitudes, expected benefits and concerns during the process, and an evaluation of the difference in occupant attitudes (if applicable). This would be expected to carried out by an appropriate consumer research organisation. 9) Identification, analysis and discussion of problems, gaps, issues, improvements, barriers and opportunities associated with the ETI Approach. 10) Root cause analysis and outline proposals for improvement on identified non-conformance to process and under performance against expectations. 11) Details of any handover documentation or training provided to the occupant following completion of any works.

Work Package 4: After ETI Approach Data Collection and Submission

The Participant(s) shall provide on-going data and evaluation quarterly for the 5 properties for up to 12 months, resulting in 4 deliverables for each property as part of WP4. The expected scope of these quarterly deliverables is as follows:

Work Package	Deliverables
<p style="text-align: center;">WP 4</p> <p style="text-align: center;">After ETI Approach Data Collection and Submission</p>	<ol style="list-style-type: none"> 1) After retrofit energy use and usage pattern and analysis of differences in terms of retrofit performance and confounding factors (e.g. occupancy changes, weather etc): <ol style="list-style-type: none"> a. Quarterly performance data from the properties, for a period of 12 months following completion of the ETI Approach installation, minimum data expectation would be: <ol style="list-style-type: none"> i. Actual energy consumption; ii. Revised heating control system settings and any changes to the heat control system; iii. Changes to occupancy patterns; and iv. Measured internal temperatures in relevant locations through the properties. b. The reporting of any issues effecting the comfort or health of occupants as a result of the retrofit activities, this could include the incidence of mould / condensation / discomfort / overheating. 2) Provide detailed data and analysis to fully evaluate the energy efficiency impact on cost and time of the ETI Approach, together with recommendations to improve the solution (without reducing the impact on thermal efficiency) on cost/carbon basis. 3) Post installation problems both technical and commercial after each retrofit. 4) Warranty claims with all relevant details; 5) Analysis of owner and occupant attitudes, expected benefits and concerns after retrofit activities are completed and an evaluation of the difference in occupant attitudes (if applicable). This would be expected to carried out by an appropriate consumer research organisation and highlight any changes in the way that the occupants use the property as a result of the retrofit activity; 6) Analysis of co-benefits (non-energy) from works (e.g. kitchen replacement if applicable) carried out; 7) A detailed description of the increase or decrease in health, safety and environmental risks when compared with traditional methods to operations and operatives after the ETI Approach. 8) Copies of the Health, Safety and Environmental Post Construction Stage Plan including and Operating Manuals. 9) Final installation cost report as compared with traditional methods.

Work Package 5: The Commercial Viability for the ETI Approach

Work Package	Deliverables
<p style="text-align: center;">WP5 Commercial Viability</p>	<p>An interim report following the completion of the works necessary to acquire Datasets, followed by a final report at the conclusion of the 12 month period of data acquisition. Both reports will be focused on the opportunity for the ETI Approach, using the data acquired and analysis performed throughout the Project to address the stated requirements of WP5, namely:</p> <ol style="list-style-type: none"> 1) Recommended and quantified improvements to the ETI Approach; 2) The commercial viability associated with the application of the ETI Approach including the trade-off between cost, time, standard of finish versus thermal efficiency, and payback between cost incurred and energy savings; 3) Identification, analysis and discussion of problems, gaps, issues, barriers and opportunities associated with the ETI Approach; 4) Root cause analysis and outline proposals for improvement on identified non-conformance to process and under performance against expectations; 5) Description of activities and barriers involved in developing the capacity to operate in accordance with the ETI Approach, including regulation, training, skills, investment in equipment and facilities, certification, training, business processes and standards deployment, etc.; 6) Based on the evidence to date, provide an assessment of the potential in commercialising the ETI Approach. This assessment will consider the existing industry structure and also new entrants and the role the ETI could play; 7) Provide detailed data analysis of the effectiveness of the delivery mechanism (end-end cycle of procuring, designing and delivering materials to the site) for the ETI Approach, together with recommendations to improve the solution; and 8) An evaluation of the viability of offering performance guarantees to consumers based on the application of the ETI Approach. <p>The final report will also be expected to include a consolidated Dataset acquired across the execution of the Project.</p>

5.3. Project Assumptions and Constraints

The price required is an All Risk Price for fulfilling the objectives detailed in Sections 3.3 and 5.2 in accordance with the **ETI Approach**. If the Respondents wish to customise and develop these packages further to meet the requirements of the home owners then this should be highlighted to the ETI well in advance to carrying out the work i.e. pre Project Contract stage. Any assessment of the effectiveness of energy efficiency should (where possible) split out the impact of any additional works specified by the occupant.

The ETI will require evidence that the Respondent is offering suitable guarantees to the home owner as to the quality of workmanship and materials.

The RetroFix and RetroPlus packages make provision for the replacement of the heating source (boiler) in a property. An evaluation of the existing heat source should be made before any decision on its replacement is made. Likewise the effectiveness of existing energy efficiency measures (e.g. loft insulation) should be assessed before any alterations are made.

The Respondents shall nominate personnel to manage the Project. The Project is expected to comply with the Construction, Design, management Regulations 2007, the Respondents would be expected to act as the client and designer.

In their Submission, Respondents are to nominate 5 properties in accordance with the archetypes and provide All Risk Prices in accordance with Appendix A section 6.1.

The Project will be carried out in the United Kingdom.

6. COMMERCIAL AND LEGAL REQUIREMENTS

6.1. Project Contract

The Project will be governed by a Project Contract. A draft Project Contract will be made available to Respondents following receipt by the ETI of a signed NDA in accordance with Section 7.1.2 and Appendix C.

Any issues that any Respondent has with the terms of the Project Contract must be set out in the Statement of Compliance to be provided as part of the Submission (see Section 9 and Annex A3).

6.2. Participant Contracting Structure

Respondents may propose either of the following contracting structures:

a) Sole/Prime Contractor

A single Respondent will enter into the Project Contract with the ETI and undertake the Project either as:

- Sole Contractor, illustrating that the Respondent has the skills, capability and capacity to undertake the entire Project entirely within its organisation (including testing and verification); or
- Prime Contractor, with specified parts of the Project being performed by Sub-contractors (including, as appropriate, companies within the same group as the Respondent). The ETI will require that there are Sub-contracts in place between the Prime Contractor and its Sub-contractors that are consistent in all material respects with the Project Contract. The appointment and use of Sub-contractors by the Prime Contractor will be subject to prior ETI approval and the ETI reserves the right to approve the terms of Sub-contracts.

In either case, the Sole/Prime Contractor (only) will enter into the Project Contract with the ETI and act as primary interface with the ETI.

b) Consortium

Respondents form a Consortium to undertake the Project. All Consortium Members enter into the Project Contract with the ETI (on a joint and several basis), although the Consortium will be required to enter into its own Consortium Agreement for internal governance purposes. A Lead Coordinator (a Respondent nominated by other Consortium Members) manages the Project and acts as primary interface with the ETI. The Consortium Agreement will require approval by the ETI before execution of the Project Contract.

The ETI has a strong preference that the Project be undertaken on a Sole/Prime Contractor basis rather than by Consortium. Where Consortia are proposed then a smaller number of organisations within a Consortium will be viewed more favourably.

Whatever the contracting structure, there must be a single organisation (Lead Coordinator or Sole/Prime Contractor) leading and acting as the primary interface with the ETI.

The ETI will only select Respondents who have all the necessary skills, experience, capability and competence required to provide the Datasets and analysis required by ETI. The Sole/Prime Contractor or the Consortium will also be expected to have legal permission to gain access to properties to undertake the works and acquire the full Datasets required by this Project. Evidence of this permission will be required prior to the execution of the Project Contract.

The ETI may employ a third party with specific sector expertise to validate the quality and completeness of work carried out and Datasets obtained.

The ETI may request Parent Company Guarantees in a form to be agreed should it be necessary, subject to the Respondents covenant and proposed contracting structure.

6.3. Project Payment Structure

The ETI wishes to procure Datasets as described in Section 5.1 and 5.2.

Payments will be made to the successful Respondent by the ETI against agreed Milestones. Payment for a Milestone will be subject to the deliverables within the Milestone meeting agreed acceptance criteria and to the Participant(s) complying with the ETI's reporting requirements in relation to the Milestone.

Details of the Project payment structure and related requirements will be set out in the draft Project Contract and agreed during negotiation of the Project Contract (Section 7.2, Project Shaping and Contract Negotiating).

It is anticipated that there shall be 10 major milestones, however the Respondents may submit an alternative Milestone Table in Appendix A Section 6.1 taking into account the breakdown presented in the same section.

Milestone No	Milestone Description
Milestone 1	Successful Completion of Stage Gate Review
Milestone 2	Dataset for Property 1 Acceptance
Milestone 3	Dataset for Property 2 Acceptance
Milestone 4	Dataset for Property 3 Acceptance
Milestone 5	Dataset for Property 4 Acceptance
Milestone 6	Dataset for Property 5 Acceptance
Milestone 7	1st Quarterly Performance Data (WP4) for Properties 1, 2, 3, 4 and 5 after Acceptance and interim final report
Milestone 8	2nd Quarterly Performance Data for Properties 1, 2, 3, 4 and 5 after Acceptance
Milestone 9	3rd Quarterly Performance Data for Properties 1, 2, 3, 4 and 5 after Acceptance
Milestone 10	4th Quarterly Performance Data for Properties 1, 2, 3, 4 and 5 after Acceptance and final project report.

6.4. State Aid

A proportion of the ETI budget for this Project will constitute state aid. The ETI has a specific state aid clearance from the European Commission. A copy is available on request. Respondents should note:

- a) Respondents may be required to provide further information during the Project Commissioning Process to support any specific state aid requirements of the Project;
- b) Participant(s) is/are required to provide full transparency of costs throughout the Project to ensure both the Participant(s) and the ETI comply with EU state aid law;
- c) Participant(s) is/are required to agree to certain obligations in the Project Contract related to the state aid requirements including the duration of the retention of records, and obligations to return ETI Investment monies in certain exceptional circumstances (including in the event the European Commission adopts a decision that there has been a grant of illegal state aid or misuse of state aid); and

- d) Respondents are required to confirm in their Proposals that there are no potential, threatened, pending or outstanding recovery orders by the European Commission.

6.5. Intellectual Property

The ETI operates according to a set of intellectual property (IP) principles that govern how IP should be dealt with in its projects. This approach will be reflected in the initial draft Project Contract to be sent to the Respondent following execution of the required NDA (see Section 7.1.2).

Background IP

Where a Participant has Background IP that is required to carry out the Project or for the subsequent exploitation of any Project results, the Participant is expected to make this Background IP available on a non-exclusive basis; typically, this licence will be royalty-free where the Background IP is required for the Project, but may, if appropriate, be subject to a fair and reasonable royalty where the Background IP is required for exploitation of Project results. If the Participant (or their proposed Sub-contractors) fail to meet this expectation, the attractiveness to the ETI of the relevant Proposal may be adversely affected.

Due diligence on Background IP will be required both in the Proposal (as requested in Section 9 of Appendix A) and during the Project Shaping and Contract Negotiation Stage (see Annex A1, Section 1.2 and 2b).

Arising IP - Ownership

The ETI shall own all Arising IP and to have rights to Background IP such that it can use and commercially exploit the Arising IP at its discretion. It is expected that such rights to Background IP be perpetual, worldwide, royalty free (except in respect of third party IP) and with the right to grant sub-licences.

It is not anticipated that the Participant would want a licence to use the Arising IP after the Project. Respondents are welcome to suggest alternative models.

Academic Organisations

Generally, if requested, the ETI will grant rights to Participant(s) who are academic institutions for the purposes of academic research and teaching. Publication of appropriate parts of the Project results will generally be permitted subject to an approval process.

6.6. Due Diligence

The ETI requires Respondents to provide due diligence information at two stages of the Project Commissioning Process: (i) as part of a Proposal and (ii) during the Project Shaping and Contract Negotiation Stage of the Project Commissioning Process (Section 7.2).

Further details of the ETI's due diligence requirements are set out in Appendix A / Annex A1.

Please note that successful completion of all elements of the required due diligence is a pre-requisite for selection of a Proposal. Failure to meet due diligence requirements at any stage may result in exclusion of a Proposal from the ETI's Project Commissioning Process.

7. PROJECT COMMISSIONING PROCESS AND ESTIMATED TIME SCALES

The ETI is using a two-step approach to commission the Project:

- Step 1 - RfP Issue and Selection of preferred Respondent(s); and
- Step 2 - Project Shaping and Contract Negotiation (preferred bidder stage).

7.1. Step 1: RfP Issue and Respondent Selection

7.1.1. Briefing Workshop

Following the release of this RfP, potential Respondents may apply to attend a SSH Domestic Retrofit Demonstration Project briefing workshop. The objective of this workshop is to further describe the Project requirements and to provide an opportunity to ask questions prior to making a Submission in response to this RfP. The ETI anticipates that valuable networking opportunities will also be available throughout the day.

This will be held in Birmingham week commencing 12th August 2013.

Interested Participant(s) is/are to notify the ETI with their request to attend the briefing workshop no later than 2nd August 2013. Upon notification, a briefing workshop package (including agenda) will be distributed. See Section 7.3 for the full (estimated) Project commissioning timeframe.

7.1.2. Notification of Intention to Submit a Proposal / NDA

Prior to making a Submission in response to this RfP, Respondents are required to provide to the ETI (i) a formal notification of their intention to submit a Proposal, in the form set out at Appendix B, and (ii) a non-disclosure agreement in the form provided at Appendix C, signed by all Respondents involved in the Proposal and returned to the ETI in accordance with the instructions at Appendix C. Both documents must be received by the ETI no later than the closing date specified on the front page and at Section 7.3 of the RfP.

7.1.3. Submissions in Response to the RfP

Respondents are required to provide Submissions in response to the RfP to the ETI no later than the closing date specified on the front page and at Section 7.3 of the RfP. Submissions shall comprise of a Proposal, the form and contents of which are set out at Appendix A, and supporting documentation set out in Section 8.

7.1.4. Questions and Clarifications

The ETI will be available to meet with potential Respondents before the Proposal deadline to answer questions and provide further clarifications. The opportunity to meet with the ETI may, at the ETI's discretion, be restricted to those Respondents who have indicated their intention to lead a Proposal, and will be conducted in a one to one format.

Respondents should note that the ETI will not meet with Respondents unless they have submitted signed NDAs.

Any advice or clarifications of ETI requirements requested by and provided to any Respondent may (at the ETI's discretion) be made available to all Respondents to ensure parity of information. Respondents should therefore consider presenting requests for advice and clarifications in a way that the ETI can respond to all Respondents without revealing confidential information.

7.1.5. Selection Process

Following the closing date for Submissions / Proposals, the ETI will convene a Selection Panel as part of its evaluation process to recommend which Respondent(s) should proceed to the Project Shaping and Contract Negotiation Stage. In addition to ETI staff, this panel may include experts selected by the ETI (typically including individuals drawn from ETI Member

organisations and third parties) to provide the necessary expertise to consider the technical, commercial, legal and financial aspects of each Submission.

Respondents may be requested to make a presentation to the Selection Panel to support information provided in their Submission. The Selection Panel may also request further clarifications following the meeting of the Selection Panel and as part of the Project Shaping and Contract Negotiation Stage with the preferred bidder.

In the event that the ETI receives a large number of Submissions, the ETI may make an assessment to select a manageable shortlist of Respondents / Submissions for consideration by the Selection Panel.

The ETI reserves the right to subsequently take up negotiations with other Respondents under the Project Shaping and Contract Negotiation Stage should negotiations with the initial preferred bidder not produce an outcome acceptable to the ETI, before making a final selection decision.

7.1.6. Selection Criteria

The ETI expects that the capabilities and experience listed below will be critical to the successful execution of the Project; Respondents are free to identify additional capabilities and experience which they consider to be critical or important to success or to provide reasoned arguments why capabilities identified by ETI are not required.

The ETI's experience evaluating Proposals has shown that specific and objective evidence of capabilities and experience is more convincing than general statements about previous projects executed by the organisation.

Proposals will be reviewed and judged primarily against the criteria listed below and the supporting evidence supplied. Failure to meet minimum standards in any criterion may result in the ETI rejecting a Proposal. The expected capabilities and experience to be detailed in the Respondent's Proposal include:

- a) Generic Criteria:
 - willingness of Respondent(s) to support the contracting process as laid out in Section 7.2 and the contracting timeline as laid out in Section 7.3;
 - completeness of information content, structure and quality of the Proposal (against the areas listed in Appendix A);
 - record and ability in quality, timely and on-budget delivery (of retrofits Projects) to the full satisfaction of the main stakeholders;
 - the suitability and capability of the Chief Engineer and Project Manager assigned to the Project (as per Appendix A Section 3.2);
 - the extent to which there may be Background IP which would prevent the Project proceeding or the Arising IP being exploited; and
 - Project approach and plan, including Gantt chart, suitable Stage Gates, Milestones, deliverables and proposed management of specific risks and issues.
- b) Technical Criteria:
 - Demonstrate that the proposed data and analysis allows ETI to assess the energy efficiency impact and costs of the **ETI Approach** (including any recommendations made to improve the solution);

- Demonstrate that the proposed data analysis allows ETI to clearly understand the effectiveness of the delivery mechanism for the **ETI Approach** (including any recommendations made to improve the solution);
 - The detailed data and analysis provided allows Participant(s) to quantify and improve the consumer acceptability of the **ETI Approach**;
 - Compliance with the requirements detailed in Sections 3 (Scope of The Project) and 4 (Project Delivery of **ETI Approach**);
 - Sufficient evidence of access and legal permissions to housing stock (prior to proceeding to Project Contract negotiations) for the purpose of evaluating the **ETI Approach** and gathering the Datasets required to meet the objectives listed in Sections 3.3 and 5.2.
 - Suitable data management processes to assure the ETI that all data acquired during the project will be managed appropriately.
- c) Commercial Criteria:
- Agreement to the Project Contract;
 - Initial evaluation of the viability for commercialisation of the **ETI Approach**, proposed opportunities for commercialisation and the ability for the Respondent to commercialise the outputs of the project;
 - The ability to reduce, provide a contribution to the price, or extend the project scope, using funding mechanisms such as ECO/Green Deal and others;
 - Ability to provide an All Risk Price, providing cost certainty to the ETI, without any qualifications;
 - Availability of insurances and guarantees.

7.2. Step 2 - Project Shaping and Contract Negotiation

Following selection, the ETI will invite the preferred Respondent(s) to enter into negotiations with the ETI to shape the Project and finalise the terms of the Project Contract. An overall period of up to 12 weeks has been allowed for this Project Shaping and Contract Negotiation Stage. See Section 7.3 for further details relating to anticipated dates.

The ETI reserves the right to subsequently take up negotiations with other Respondents under the Project Shaping and Contract Negotiation Stage should negotiations with the initial preferred bidder not produce an outcome acceptable to the ETI, before making a final selection decision. The Project Shaping and Contract Negotiation Stage will include the following activities (as required and dependent on the level of detail provided in the Respondent's Proposal):

- a) provision of sufficient evidence of legal rights and access to the housing stock and gathering Datasets;
- b) detailing of the proposed technical programme, including definition of deliverables and acceptance criteria;
- c) detailing and agreement of Stage Gate(s);
- d) negotiation and agreement of the Project Contract;
- e) detailing and due diligence relating to the breakdown of costs of the Project;
- f) further due diligence activities as required (see Annex A1 Section 2);
- g) agreement (and approval as required by the ETI) to terms of other key contractual arrangements (e.g. Sub-contracts, Consortium Agreement);

- h) gaining all necessary Respondent and ETI approvals to undertake the Project; and
- i) any further information or assessment that may be necessary to meet state aid requirements.

As part of the above process, the Respondents may be required by the ETI to present a Final Detailed Offer, addressing all technical, commercial, legal and financial issues.

Further meetings will be required to complete the Project Shaping and Contract Negotiation Stage and the Respondent is required to commit to provide legal, technical, commercial and managerial resources as required to achieve the target contract execution date shown. The ETI reserves the right to cancel the commissioning of the Project should this not occur.

7.3. Estimated Project Commissioning Timeframes

The following tables outline the anticipated schedule for the Project Commissioning Process. They also include anticipated dates when Project resources will be required to attend Project shaping and contract negotiation meetings with the ETI.

The timing and the sequence of events resulting from this RfP may vary and shall ultimately be determined by the ETI.

Request for Proposal and Selection	Dates
Issue of Request for Proposal	22 July 2013
Deadline for notifying the ETI with a request to attend briefing workshop.	2 August 2013
Project briefing workshop	w/c 12 August 2013
Deadline for notifying the ETI of an intent to submit a proposal (via return of signed Non-Disclosure Agreement)	23 August 2013
Closing date for submission of proposal	01 October 2013
Selection Panel:	29 October 2013
Announcement of preferred bidder	w/c 4 November 2013

Project Shaping and Contract Negotiations	Anticipated Dates
Total duration for Project shaping and contract negotiations	12 weeks
Technical meeting 1	12 November 2013
Technical meeting 2	26 November 2013
Technical meeting 3	10 December 2013
Legal/Finance meeting 1	12 November 2013
Legal/Finance meeting 2	26 November 2013
Legal/Finance meeting 3	10 December 2013

Project Key Dates	Anticipated Dates
Contract signature target date	28 January 2014
Project start	4 February 2014
Anticipated Final Retrofit Completion Date with Datasets Delivered in line with Work Package 3 and 5 requirements	July, 2014
Anticipated Date for Final Performance Data Delivered	July, 2015

8. CONTENTS AND FORMAT OF SUBMISSION

Respondents are required to make a Submission comprising the following components:

- a) Appendix A - Detailed Proposal, arranged according to the structure set out in Appendix A. The content must clearly demonstrate how the proposed Sole/Prime Contractor or Consortium, as appropriate, will meet the requirements and criteria set out in Sections 3 to 7 of this RfP. The Proposal must be written in a succinct manner and must not include imprecise statements, generalities or repetition. The Proposal must be easily readable with appropriate font sizes (10pt or larger), margin widths, and **shall not exceed a maximum of 50 pages, plus appendices**;
- b) Any supporting information as specifically set out in Appendix A;
- c) Appendix A, Section 5 (Risk Management) - Risk Register;
- d) Annex A1- Initial due-diligence information, as set out in Section 1 of Annex A1 (including in relation to State aid, insurance, intellectual property, health, safety and the environment);
- e) Annex A2 - General due diligence (company information);
- f) Annex A3 - Statement of Compliance and, if appropriate, supporting information, confirming compliance with or identifying exceptions to the requirements of this RfP and/or the draft Project Contract. This must be signed by each Respondent; if a Consortium structure is proposed, every member organisation of the Consortium must provide a separate Statement of Compliance; and
- g) Appendix D - Commentary on Contract Terms and Conditions.

Additional information (such as organisational brochures, etc.) may be provided to accompany the Submission, but such additional information will not be taken into account when reviewing Proposals.

The Submission shall consist of **three (3) hard copies, separately bound, and an electronic copy**. The latter shall be provided in both PDF and Microsoft Word formats.

9. STATEMENT OF COMPLIANCE

The ETI's full requirements for the Statement of Compliance are set out in Appendix A, Annex A3.

Respondents are required to provide a statement confirming that the Proposal is fully compliant with the Request for Proposals, or stating clearly any exceptions, deviations, alternative approaches or additions, with justification. Additional comments and clarifications should also be listed where appropriate (for example to clarify interpretation of requirements), but these must be differentiated from any deviations / exceptions above.

Respondents are required to confirm in the Statement of Compliance the extent to which the provisions of the draft Project Contract will be accepted by the Respondents.

The extent of compliance with the RfP and the draft Project Contract is one of the key Selection Criteria against which a Proposal will be assessed (Section 7.1.6).

10. IMPORTANT NOTICES

- a) The ETI at its discretion may request clarification of a Proposal, and may reject any Proposal which is unclear.
- b) Neither the issue of any documentation in the Project Commissioning Process nor any of the information presented in it should be regarded as a commitment or representation on the part of the ETI or any other person to enter into a contractual arrangement. The issue of the RfP is not an agreement or offer to purchase goods or services, and the ETI is not bound to enter into any contract with the Respondent. By responding to this Request for Proposals, the Respondent does not commit itself to entering into a contract with the ETI.
- c) All decisions made by the ETI relating to the acceptance, review and selection or otherwise of Proposals are final.
- d) All documents, including Proposals, submitted to the ETI become the property of the ETI. They will be received and held in confidence by the ETI, subject to the terms of the Non-Disclosure Agreement (Appendix C). No part of a Proposal, or other documents provided by Respondents, shall be returned.
- e) The ETI reserves the right to (i) withdraw the RfP at any time; (ii) change the basis and / or requirements of, or the procedures for, the Project Commissioning Process, including the timetable or closing date for receipt by the ETI of Proposals/Submissions, (iii) make modifications to, or alter any of the information within, the RfP at any time until the execution of the Project Contract, (iv) reject any or all of the Proposals received, and (v) not invite any Respondent(s) to proceed further.
- f) Neither the ETI nor any of its agents or advisers accepts any liability or responsibility for the accuracy, adequacy or completeness of any of the information provided or any opinions contained in this RfP or of any other information made available during the Project Commissioning Process. No representation or warranty, express or implied, is or will be given by the ETI or any of its agents or advisers with respect to such information provided or opinion given therein. Any liability is thereby expressly disclaimed.
- g) Respondents must assess the information and terms contained in this RfP independently, having taken professional advice if necessary. Each Respondent will be deemed to have examined all the documents enclosed with this Request for Proposals and by its own independent observations and enquiries will be held to have fully informed itself as to the nature and extent of the requirements of the RfP. Each Respondent must rely on its own enquiries and on the terms and conditions contained in any agreement, when and if finally executed, subject to such limitations and restrictions as may be specified therein.
- h) Respondents shall be wholly responsible for the costs they incur in the preparation and submission of their responses to the RfP. The ETI shall not be responsible for, and shall not pay, any costs and expenses which may be incurred by the Respondent in connection with its participation in the Project Commissioning Process, including but not limited to any costs or expenses incurred up to and including the execution of the Project Contract.
- i) The ETI does not undertake to accept the lowest bid or to accept part or all of any Proposal and the acknowledgement of receipt of any Proposal (and / or any invitation to any Respondent(s) to proceed to the next stage) shall not constitute any actual or implied agreement between the ETI and the Respondent.
- j) The copyright in the documentation and any other materials supplied by the ETI and/or its advisers in this Project Commissioning Process, in whatever format, belongs to the ETI or its appointed advisers. Such documentation and materials may not, either in whole or in part, be copied, reproduced, distributed or otherwise made available to any other third party or used without the prior written consent of the ETI, except in relation to the preparation of the Proposal

in the course of the Project Commissioning Process. All documentation supplied by the ETI in relation to this Project Commissioning Process must be returned on demand, without any copies being retained by the Respondent.

- k) In this RfP, any phrase introduced by the term “include”, “including”, “in particular”, “for example” or similar expression shall be construed as illustrative and shall not limit the sense of the words preceding that term.
- l) This RfP, and any dispute or claim arising out of or in connection with it (including any dispute or claim relating to non-contractual obligations), shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this document (including any non-contractual disputes or claims).
- m) The submission of a Proposal will confirm acceptance of the foregoing provisions by the Respondent without qualification. Any attempt to qualify any of the foregoing provisions in this Section 10 (Important Notices), either expressly or impliedly, may result in a Respondent being disqualified.

APPENDIX A - PROPOSAL CONTENT AND FORMAT

The Proposal shall be arranged according to the structure defined below and shall explicitly include all the information listed. **Proposals should not exceed a maximum of 50 pages.** Appendices are in addition to this but may not be reviewed by the Selection Panel.

1. EXECUTIVE SUMMARY [approximately 2 pages]

A summary of the Proposal, describing briefly:

- The organisation(s) undertaking the work and the Project organisation structure (including identification of the Sole/Prime Contractor or Lead Coordinator, as appropriate).
- Summary of the proposed solutions to the **ETI Approach**, key Milestones and key deliverables.
- Summary of the predicted cost and approaches taken.
- Confirmation of compliance with the RfP and brief summary of key exceptions/deviations.
- Total Project price.
- Proposed Project duration.

2. PROJECT OBJECTIVE [maximum 1 page]

The overall Project objective is as specified in Section 3.3 of this Request for Proposal. Respondents should ensure that their Proposal includes a response on how they intend to achieve the Project objectives. Respondents should provide subsidiary objectives if they think these are appropriate. Respondents should also describe any critical success factors which characterise a successful Project outcome or which are required to facilitate a successful Project outcome.

3. PROJECT PARTICIPANT(S) AND STRUCTURE [approximately 7 pages, plus appendices if required]

3.1. Project Participant [approximately 2 pages]

Respondents should provide a brief description of each of the proposed Participant organisations, together with any proposed Sub-contractors including:

- Key skills, knowledge, experience and previous track record in the area (technical, commercial and Project management).
- Relevant quality, health, safety and environment management experience and systems.

3.2. Key Individuals and Critical Roles [approximately 2 pages]

This section should identify all key roles and all associated key individuals (including deputies and alternates where appropriate). As well as key technical and other specialists, this should specifically include (in detail) the Project Manager and Chief Engineer.

The ETI places great emphasis on two critical roles in major projects – Project Manager and Chief Engineer.

The Project Manager is responsible for managing and progressing the project team and programme to time and cost, handling information flows and commercial issues, ensuring effective team-working and the continued engagement and support of key stakeholders. In essence this responsibility is to make sure that the ETI benefits from a result at the end of the programme of work that meets the agreed outcomes within time and cost.

The Chief Engineer is responsible for the technical quality and content of the work, ensuring the competence of key technical staff allocated to individual work packages, the effective review of key outputs and the effectiveness of detailed technical planning to ensure that the emerging results of work are fed back into the forward plan. In essence this responsibility is to assure the technical quality of the Project and its outcomes.

The ETI will assess the competence, experience and authority of these two people and their ability to work together as critical to project success. The ETI expects these two roles to be filled by the same people throughout the life of the Project.

Respondents should identify specific individuals for these key positions, including deputies, and other key roles as appropriate. Respondents should state the amount of each individual's time which will be dedicated to the Project, and detail their experience – with CVs included in an Appendix (maximum 2 pages per individual).

The proportion of each individual's time dedicated to the Project should be identified and their expertise briefly summarised.

3.3. Participant Contracting Structure [approximately 2 pages]

This section should briefly explain the intended contracting/Project organisational structure, either a Sole/Prime Contractor, or a Consortium with a Lead Coordinator (see Section 6.2 of the RfP). In the case of Consortium this section should explain how the Consortium will operate, and specifically how agreement will be achieved with all Consortium Members during negotiation.

In the case of a Prime Contractor structure, the Prime Contractor should be clearly identified along with any additional Sub-contractors whom are expected to be involved in the Project.

Respondents should provide Project organisational, Project management, governance and control structures and processes (particularly for Consortia).

Respondents should indicate in the structure each Participant and the position of the key individuals identified in Section 3.2 of Appendix A (including proposed Project Manager and Chief Engineer).

An organisation diagram showing the organisations and their roles (complete with key individuals) should be included – for each Stage if appropriate.

Respondents should identify in their Proposal any foreseen issues or difficulties in executing a Consortium Agreement and/or Subcontracts (as appropriate).

3.4. Collaborative Working [typically 1 page]

If Respondents propose that the Project is to be undertaken by a group of organisations (whether as a Consortium or as Prime Contractor/Sub-contractors) they should provide:

- a table (typically ½ page) to identify (if appropriate) which Participant(s) is/are proposed to satisfy each of the Project delivery requirements listed in Section 5 of the RfP; and
- evidence of previous collaborative working (including Subcontract management, as appropriate) both within and outside the proposed Participant group (typically ½ page).

4. PROGRAMME OF WORK [approximately 9-15 pages, plus appendices if required]

4.1. Project Approach [approximately 5-10 page]

For each of the two retrofit packages described in the **ETI Approach**, the Respondents should describe their proposed method of acquiring the associated Datasets. In particular, Respondents should demonstrate compliance with the requirements of Sections 3, 4 and 5 of the RfP. It is understood that these may be engineering estimates at this point in time.

Respondents should provide a summary of the overall approach to the Project, including a programme of work which clearly identifies the key Work Packages, their interdependencies and how they contribute to the overall Project outcome. This work flow should identify Stage Gates and other key Review Points where overall progress on the Project will be critically reviewed.

The ETI have suggested a structured approach in Sections 5.1 and 5.2. Respondents should follow this for defining Part 1 of the Project (Specification). Beyond this Part 1, Work Packages that encompasses the required outputs (as a minimum and as listed in Section 5.) must be produced and detailed by the Respondents.

Respondents are also requested to provide technical description of the materials used to satisfy u-values for both of the retrofit measures (RetroFix and RetroPlus) as described in the **ETI Approach**. The U-values specified in the **ETI Approach** are for guidance and shall be treated as the minimum requirements to be met.

Respondents are encouraged to examine the technical aspects of the **ETI Approach** and provide any further improvements they deem fit to improve the efficiency, thus providing higher carbon emission savings bearing in mind the cost impacts associated to such improvements.

The programme of work should be broken down into each Work Package, Tasks and a Task-by-Task description of the proposed work should also be provided.

Any issues or assumptions in defining the schedule (e.g. inputs required from the ETI or other projects) should be explicitly stated. Key HSE risks and constraints must also be clearly stated.

A specific Project management Task (or Tasks) should be identified describing all the activities in this area (e.g. regular meetings, reporting, Stage Gates etc). ***Note that throughout Project delivery the ETI will require reports of monthly progress with supporting financial data, reports to substantiate completion of each milestone, etc.***

Any relevant activities related to but not included within this Project and the relationships with these activities, should also be described.

4.2. Deliverables and Milestones [approximately 2 pages]

ETI policy is that payments are made only following successful completion of Project Milestones. Milestones are points in the Project where significant value has been delivered to the ETI, typically by submission of deliverables representing the completion of major Project Tasks/Work Packages/reports. Payment in respect of a Milestone is subject to acceptance by the ETI of the Milestone deliverables against agreed acceptance criteria (terms and conditions of payment will be included in the draft Project Contract (see Section 6.2 of the RfP).

Following the detailed specifications of each deliverable in accordance with Section 5.2, a summary table should be provided detailing the proposed Milestones and their constituent deliverables together with the proposed costs and delivery dates for each Milestone and constituent deliverable.

See also Section 6 of this Appendix A (Project Finances).

4.3. Project Schedule [approximately 2 pages, plus appendices]

Respondents should provide a summary time schedule (preferably in the form of a Gantt chart) for the Project, highlighting:

- Work Packages and Tasks (including duration, inputs required from the ETI or other parties, other external dependencies, timing for required permissions and consents);
- Project deliverables;
- Project Milestones;
- Stage Gates;
- Contingencies and critical path; and
- Detailed Project schedules should also be provided and placed in an appendix.

5. RISK MANAGEMENT [approximately 1 page, plus Risk Register as an appendix]

The Respondent should describe in full the proposed risk management strategy (i.e. how risks to the successful delivery of the Project will be identified and managed throughout the Project). They should also separately provide a Risk Register as an appendix, identifying the key challenges, risks (including any assumptions or dependencies identified earlier), issues and opportunities which may affect the

successful delivery of the Project outcomes and identifying planned activities to address / mitigate each item.

Whilst not being prescriptive about the style and format of the Risk Register, it is expected that it will:

- a) show clear evidence of triage into: those risks which are so serious in terms of frequency and impact that they need to be kept under review by the Project leadership (and regularly shared with the ETI); those risks that are sufficiently serious that they need to be managed within the Project team; and those risks which have been recognised but which are not judged as material;
- b) identify the causes of the risk and the likelihood of them occurring during the Project;
- c) identify the consequences of the risk and the scale of impact on Project delivery and key stakeholders;
- d) identify the degree of knowledge or uncertainty about the risk;
- e) identify who is the risk (or issue) manager;
- f) identify key HSE risks and constraints (note however that the Risk Register shall not replace specific HSE legal requirements for risk assessment for Project tasks and activities);
- g) identify any privacy and/or data protection risks and constraints;
- h) show what actions are in place to reduce the likelihood of the risk materialising (controls);
- i) show what precautions or provisions will be implemented to reduce the impact of the risk, should it occur (mitigation);
- j) identify any actions in place to investigate or increase knowledge of poorly understood risks; and
- k) identify any systems or actions that will be implemented to detect that a specific risk is developing, has started to occur or its likelihood or impact has increased (monitoring).

It is expected that no more than ten risks would be managed by the top team, rather more at the next level and many more that have been recognised with no further action planned. The ETI will only consider the top two categories, but Respondents may provide the complete register.

A summary of key risks should be included in the Proposal, with a complete Risk Register as described above provided as a separate document.

6. PROJECT FINANCES [approximately 3 pages, plus appendices if required]

6.1. Project Cost

As described earlier in the RfP, the Project Participant is to secure legal access to properties to undertake whole house retrofits in accordance with this RfP and the **ETI Approach** enabling the ETI to acquire the Datasets from the Participant. This will be across initially five properties which fall within the following archetypes:

- Pre 1919 mid terrace;
- Pre 1919 detached;
- 1919 – 1944 semi-detached;
- 1945 – 1964 semi-detached; and
- Post 1980 semi-detached.

RetroFix will be applied to a minimum of two properties of the five property types and RetroPlus to a minimum of two of the five property types (i.e. 1 package for 3 property types and the other retrofit package for the remaining 2 property types).

Respondents are to set out an All Risk Price for each of the property types and for each package in the following table:

(A) Property Type	(C) Retrofit Measure RetroFix or RetroPlus	(D) No of Bed-room(s)	(E) Business as Usual Retrofit Price (£) See Note 1 below	(F) Total Data Purchase Price (£)	(G) Respondents Contribution via ECO, Green Deal or Alternative Source	(H) Datasets Purchase Price to ETI (H) = (F)-(G) See Note 2 below
Pre 1919 (MT)	RetroFix					
	RetroPlus					
Pre 1919 (D)	RetroFix					
	RetroPlus					
1919 – 1944 (SD)	RetroFix					
	RetroPlus					
1945 – 1964 (SD)	RetroFix					
	RetroPlus					
Post 1980 (SD)	RetroFix					
	RetroPlus					

Key	Description
D	Detached
MT	Mid-Terrace
SD	Semi-Detached

Note 1: Business as Usual retrofit price is referred to the price if the ETI Approach was not applied to the retrofit works.

Note 2: Datasets purchase price is the price to the ETI that will deliver the objectives and the WP's in Sections 5.1 and 5.2 including the subtraction of additional funding bought in by the Participant(s).

If the ETI requires further details of the cost estimates, Respondents will be expected to supply this upon request and may be asked to provide further justification.

Following on from the breakdown of costs above, the Respondents should also provide:

- An All Risk Price;
- figures for any proposed Participant funding and/or third party funding (as appropriate);
- a breakdown of Total Project Cost between Milestones and, in the case of a Consortium contracting structure, between Participant(s) against each Milestone (i.e. cash flow of when payments are to be made).

If there are any assumptions or limitations to this cost, these should be clearly stated.

	Date	Participant 1 (Lead Coordinator or Sole/Prime Contractor)	Participant 2	Participant 3	Participant n	Total
Milestone 1						
Milestone 2						
Milestone 3						
Milestone n						
TOTALS						

Respondents should also provide a breakdown of the proposed Total Project Cost as specified in the table below.

	Participant 1 (Lead Coordinator or Sole/Prime Contractor)	Participant 2	Participant 3	Participant n	Total
Number of Person-days					
Base Labour					
Materials					
Sub-contractors (minor) (see note ii below)					
Travel & Subsistence					

	Participant 1 (Lead Coordinator or Sole/Prime Contractor)	Participant 2	Participant 3	Participant n	Total
Overheads					
Profit					
Other					
TOTAL PROJECT COSTS (ELIGIBLE COSTS)					
ETI Investment					
ETI Investment (%)					
Own Funds (Participant Funding)					
Third Party Funding (Private Funding)					
Third Party Funding (Public Funding ECO/Green Deal)					

Notes on Category Breakdown table:

- Base Labour should include direct add-ons (e.g. NI, pension etc).
- If a Prime Contractor/Sub-contractor Project structure is proposed, major Sub-contractors should be considered as Participant(s) and fill in a column in the table.
- Participant(s) will be required to provide justification of overhead calculations during the Project Shaping and Contract Negotiation Stage. The ETI can provide a spreadsheet to calculate overheads on request.
- Respondents should note that under state aid rules profit cannot be paid to Participant(s) if they wish to receive a licence for Arising IP.
- Academic Consortium Members should determine their costs using the JeS system. Note that ETI funds academic Consortium Members at 100% Full Economic Cost.
- Please note that during the Project Shaping and Contract Negotiation Stage (prior to Project Contract signature) the ETI will require a more detailed cost breakdown including a schedule of payments against Milestone identified in Section 6.2 (of this Appendix). This will require completion of the ETI's financial monitoring forms. Whilst not compulsory; it is strongly recommended that Participant(s) use these forms to produce the Project costings.

7. PROJECT FUNDING [approximately 1 pages]

For all sources of funding (ECO, Green Deal) or resource to be provided in addition to the ETI contribution for collection of data by carrying out the Retrofits as defined in the **ETI Approach**, the Respondents should provide full details of such funding, including:

- If the funding is to be made from Participant funding and/or third party funding the Respondent should provide evidence of the availability of those funds for the Project; and
- If the funding is dependent on third party funding the Respondents should provide details for the sources of the funding, including identifying where any such funding is public funding, and the terms and status of such funding.

8. HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT [approximately 5 pages]

The ETI's approach to the management of HSE in Projects is based on three key elements:

- Competency assessment.
- Performance assurance.
- Project incident protocol.

How the ETI applies this approach to a specific Project depends upon the nature and content of the Project.

Respondents will be expected to be able to demonstrate that their approach for managing health and safety is intended to deliver excellence, not merely legal compliance. As a minimum, the ETI expects for this Project that Respondents will have:

- A comprehensive and fully documented Health and Safety management system. The system should be certified to OSHAS 18001 or, be consistent with OSHAS 18001 (with no omissions of any significant elements) or, be consistent with HSE's HS(G) 65 (with no omissions of any significant elements); and
- Arrangements in place that implement the essential principles of leadership in health and safety, as detailed by HSE at: HSE - Leading health and safety at work: About this site; and
- Arrangements in place that implement the "worker engagement initiative", as detailed by HSE: Construction - Worker engagement initiative.

Respondents should ensure their Proposal makes the nature of the Project clear, demonstrates and evidences their competence to undertake the Project, and describes how they intend to organise themselves and their approach to manage and coordinate health, safety and environmental issues in the Project. Specifically response to the following:

- a) Respondents should identify any specific HSE issues related to specific facilities or sites to be used in the Project. To the extent that parts of the Project take place outside of the UK, the Respondents should deal with the analogous issues as they apply in the local laws of the relevant country.
- b) Details of the Respondent's proposals to appoint a Construction Design and Management Regulations (CDM) Coordinator and/or a Principal Contractor should be included in the Proposal.
- c) The ETI expects that the Lead Coordinator or Sole/Prime Contractor (as appropriate) will elect to act as Client and Designer and details should be included in the Proposal to confirm which Participant will elect to be the Client and Designer.
- d) Respondents should demonstrate their experience of identifying and managing HSE issues in Projects of equivalent complexity and scale, including:
 - i. coordination of HSE across multiple participants and contractors, if applicable; and
 - ii. incorporating safety into design, if applicable.
 - iii. details of relevant previous experience of managing health and safety in similar projects (e.g. a simple record of recent projects/contracts, with the phone numbers/addresses

of contacts who can verify details of how the health and safety aspects of the work were managed).

Where there are significant shortfalls in Respondents previous experience, or there are risks associated with the Project which Respondents have not managed before, Respondents should explain how these shortcomings will be overcome.

- iv. details of relevant accreditation (for example numbers of Respondents staff accredited to the CSCS card scheme).
- e) Participant(s) will be required to provide evidence throughout the Project that HSE is being managed and that such arrangements are adequate. The Respondents are required to set out in their Proposal how their management arrangements will enable such evidence to be provided.
- f) Respondents should provide details on their previous health and safety performance including:
 - i. a brief summary of any health and safety accidents or incidents including fatalities, major and minor lost time injuries which were reportable to relevant regulatory authorities over the last three years and details of near misses over last 12 months.
 - ii. Brief details if the Respondent has been the subject of any regulatory enforcement action (which includes prohibition and improvement notices) over the last 5 years in relation to health and safety or environmental matters?
 - iii. Accident Frequency Rate (AFR) for the Respondents group.
- g) Respondents should set out their approach to managing Sub-contractors. This should include key roles and responsibilities of different Participant(s) in the Project.
 - i. Sub-Contracting Procedures:

Respondents should provide details of each contractor, subcontractor or consultant and their scope (including outline details of any work where the subcontractor/consultant is not yet identified) together with a summary of your procedures for screening and evaluating those organisations' health and safety management competencies and arrangements. Respondents should provide any relevant supporting information e.g. a copy of a contractor management procedure, and examples of subcontractor assessments carried out.

Respondents should detail how they will monitor contractors, subcontractors or consultants health and safety performance, where relevant.
 - ii. Specific Risk Control Measures:

It is anticipated that work on this Project will involve entering domestic premises or otherwise engaging with members of the public. Respondents should provide details of their arrangements for managing specific risks arising from this.
- h) Respondents should indicate if the Project will involve the design/manufacture of equipment which will attract the requirements of The Supply of Machinery (Safety) Regulations 2008 (as amended). If relevant, Respondents should outline their procedures for complying with the requirements of the Regulations, particularly with respect to CE marking and/or dealing with declarations of incorporation.

Respondents should note that:

- Specific HSE requirements will be included in the Project Contract including reporting against HSE performance on a periodic basis.
- The ETI will carry out a full HSE competency assessment against the selected Respondents (the Prime Contractor and the members of any Consortium) prior to (and HSE competency

being pre-condition of) execution of the Project Contract, except to the extent that a Respondent's proposed scope of work under the Project is entirely desk-based. (See also Section 2a of Annex A1.)

The ETI may wish to explore the management of environmental issues with the Respondent prior to contract award.

9. INTELLECTUAL PROPERTY [approximately 3 pages]

Respondents should read Section 6.5 (Intellectual Property) of the RfP before completing this section.

Background IP

Respondents should describe any Background IP (e.g. patents, proprietary data, computer algorithms, know how or other IP) only to the extent there is Background IP:

- which is or may be needed (whether by the ETI, or to be licensed from one Participant to another Participant or a Sub-contractor, or to be licensed by a Sub-contractor to a Participant or to another Sub-contractor, or otherwise) to carry out the Project or which may be used during the Project; or
- which may be needed by the ETI to exploit the Arising IP (where relevant as part of the proposed Value Return).

The description of any such Background IP should detail:

- the nature of the IP (including the legal nature of the IP right);
- rights to that IP;
- ownership and control, whether this is by any of the Project Participant(s) or by any third parties; and
- whether there is any reason that such Background IP will not be made available as and for the extent needed to carry out the Project and/or exploit the Arising IP.

Arising IP

Respondents should confirm their acceptance of the ETI's contractual mechanisms for dealing with Arising IP and provide confirmation of the rights to be granted to the ETI and its Members to exploit the Arising IP. Where the Respondent proposes an exception to these arrangements, Respondents should set details of the exceptions together with (a) reasons for the proposed exceptions and (b) the alternative value offered to the ETI and its ETI Members in return for varying these rights (see also Appendix D, "Intellectual Property" section).

Academic Institutions

Generally, the ETI will grant rights to Participant(s) who are academic institutions for the purposes of academic research and teaching if requested. Publication of appropriate parts of the Project results will generally be permitted subject to an approval process. Participant(s) should include details of their desired requirements in relation to academic research, teaching and publication in their Proposal.

10. DUE DILIGENCE REQUIREMENTS [maximum 5 pages, plus appendices if required]

The ETI's due diligence requirements in relation to the submission of a Proposal are set out at Annex A1, Section 1 (Submission of Proposal).

11. PLAN FOR PROJECT SHAPING AND PROJECT CONTRACT NEGOTIATION [approximately ½ page]

Respondents should, in this section, identify key issues which they would seek to resolve during the Project Shaping and Contract Negotiation Stage, if they proceed to this preferred bidder stage, before Project Contract execution, for example:

- detailing of the technical proposal: what further actions are needed;
- Project Contract – key provisions to resolve (based on draft Project Contract; see Section 6.2 of RfP main body);
- timing sequences for the setting up of the selected Project organisational structure (e.g. subcontracts, Consortium Agreement etc), including any dependencies or other factors which could impact or delay the Project;
- internal approvals - confirm what internal approvals will be required for all Participant(s) in the bid in order to enter into contract;
- site selection, rights to use, planning, environmental consents and any other approvals;
- third party techno-economic evaluation;
- Background IP rights.

The Plan for Contract should be structured and link clearly back to the previous sections set out in this RfP.

Respondents should explicitly confirm that all key technical, commercial and legal resources, across the Participant(s), required to meet the Project Contract signature target date (see Section 7.3 of the RfP), will be available to achieve a signed contract by that date. A table should be included providing names and contact details (phone and email addresses) of key contacts for Project Shaping and Contract Negotiation Stage. This should include, for each Participant, the main technical, legal/commercial and finance contacts.

Any key risks or issues which may impact on meeting the Project Contract signature target date should be identified.

12. PROJECT REVIEW, CURTAILMENT AND EXIT [approximately 1 page]

Although the ETI is fully committed to the completion of this Project, there may be circumstances where either of the parties agree that continuing with the Project is not justified or where external circumstances prevent completion.

Respondents should set out their view of the events or circumstances which might cause them to propose Project curtailment and the basis on which this would then occur and how any liabilities would be shared between the parties.

13. STATEMENT OF COMPLIANCE

Respondents are required to provide a Statement of Compliance in accordance with Annex A3 (see also Section 9 of the RfP).

ANNEX A1 - DUE DILIGENCE INFORMATION REQUIREMENTS

The ETI requires due diligence information during two stages of the Project Commissioning Process:

- i. Submission of the Proposal. Certain information is required with the Proposal as part of the first stage of the Project Commissioning Process; and
- ii. Project Shaping and Contract Negotiation Stage (preferred bidder stage). Further information will be required if any Proposal is selected to proceed to the Project Shaping and Contract Negotiation Stage.

Please note that successful completion of all elements of the ETI's required due diligence is a pre-requisite to any contract award: failure to meet any due diligence requirements may result in the exclusion of the Respondent(s) and/or the Proposal from the Project Commissioning Process.

1. SUBMISSION OF THE PROPOSAL

1.1. State Aid

All Respondents shall confirm that there are no potential, threatened, pending or outstanding recovery orders by the European Commission in respect of any ETI Investment monies received by any Respondent (including all proposed Participant(s)).

1.2. General Due Diligence

All Respondents (except ETI Members, universities / higher education institutions and UK/EU government laboratories / agencies) which provide more than 20% of the resources for the Project or which provide an input which is critical to the Project's success, shall provide due diligence Information to the ETI according to the table in Annex A2.

1.3. Insurance

Respondents should provide insurance cover in accordance with the contract. Confirm insurance cover is available as part of the submission.

Insurance required (up to a value of £10m for each and every claim):

- Property damage
- Business interruption
- Employer's liability
- Contractors All Risks
- Public liability
- Product liability (or justify its exclusion if not appropriate)

Professional Indemnity insurance is required up to a value of £5m for each and every claim.

The ETI will require evidence of these, from the preferred bidder, during the Project Shaping and Contract Negotiation Stage (see Section 2d) of this Annex A1).

In relation to professional indemnity insurance, Respondents should note that the ETI has the following requirements.

Each Participant is required to have in place at the start of the Project a professional indemnity insurance policy (with at least a 6 month unexpired term).

- Each policy should provide an indemnity at least as extensive as the ETI's policy (the ETI will make this assessment). For example, the cover needs to include cover for negligent acts or omissions, and dishonest or fraudulent acts or omissions by the insured).
- Each Participant will need to agree to maintain a professional indemnity insurance policy in force for 6 years from the date of completion of the Project.

- The ETI will require sight of the insurance policy provided by the Participant or a copy of a letter of confirmation from the Participant's insurance company or broker summarising the policy.

1.4. Health Safety and the Environment

A full competency assessment will be carried out on each proposed Project Participant at the Project Shaping and Contract Negotiation Stage (see Section 2a) of this Annex A1, below).

Please see Section 8 of Appendix A for the ETI's HSE requirements in relation to the Proposal.

2. PROJECT SHAPING AND CONTRACT NEGOTIATION STAGE – FURTHER DUE DILIGENCE REQUIREMENTS

These are only required if a Proposal is selected to proceed to the Project Shaping and Contract Negotiations Stage, and will include:

- a) a full health and safety competency assessment, which will be required by the ETI, to assess each Participant organisation's health & safety management systems and specific technical competence to manage the risks in this Project. The ETI competency assessment process requires Respondents to complete a detailed questionnaire, the contents of which follow closely the competency assessment guidance set out in the Health and Safety Executive's Approved Code of Practice – managing health and safety in construction – construction (Design and Management) Regulations 2007;
- b) further intellectual property due diligence. This will include a detailed Background IP questionnaire which will be issued by the ETI for completion to identify Background IP and third party IP relevant to the Project. Participant(s) and Sub-contractors (if any) may be asked to provide evidence of ownership or rights to use the relevant intellectual property for the Project / Programme and/or for exploitation of the results of the Project / Programme.
- c) financial due diligence on the breakdown of costs for the Project to enable the ETI to assess value for money and ensure that it meets state aid requirements;
- d) copies of insurance policies; and
- e) any other information that the ETI reasonably requires in order to invest in the proposed Project including any information necessary to meet State aid requirements.

ANNEX A2 - GENERAL DUE DILIGENCE REQUIREMENTS

A standalone copy of this form is available to download from the ETI website.

Details of Organisation
Full name:
Registered Office:
Type of Business: <input type="checkbox"/> Sole Trader <input type="checkbox"/> Limited Company <input type="checkbox"/> LLP <input type="checkbox"/> Partnership <input type="checkbox"/> Other – please describe:
Names of Directors/Partners/Owner:
VAT Number:
Details of Directors, Partners or Associates
Have any directors, partners or associates of the organisation been involved in any organisation which has been liquidated or gone into receivership? <input type="checkbox"/> Yes <input type="checkbox"/> No
Have any directors, partners or associates of the organisation been convicted of a criminal offence relevant to the business or profession? <input type="checkbox"/> Yes <input type="checkbox"/> No
Please give (and attach if necessary) full details if you have answered 'Yes' to either of the two previous questions.
Audited Financial Accounts
Please supply Audited Financial Accounts for the last 3 years for the organisation, or relevant part thereof.
Claims of Litigation
Please provide (and attach if necessary) details of any claims or litigation against the organisation in the last 3 years (including any which are outstanding) and/or any anticipated claims.

ANNEX A3 - STATEMENT OF COMPLIANCE

Each Respondent shall provide a Statement of Compliance which confirms:

- that the Respondent has full authority to submit a Proposal on the basis of this Request for Proposal;
- that the Submission has been appropriately reviewed by the Respondent's technical, commercial, financial and legal representatives; and
- the level of internal approval obtained by key Sub-contractors in order to make the Proposal (letters of support from each key Sub-contractor should be included).

In the case of Respondents proposing to deliver the Project as a Consortium, a separate Statement of Compliance must be signed by an authorised signatory of each proposed Consortium Member.

Each Respondent (including each Respondent that is a proposed Consortium Member) shall provide a statement that the Proposal is fully compliant with all aspects of the RfP and also the terms and conditions of the draft Project Contract (Section 6.1), or shall state clearly any exceptions, deviations, alternative approaches or additions to the requirements of the Request for Proposal and/or draft Project Contract (as appropriate), with justification. Additional comments and clarifications should also be listed where appropriate (for example to clarify interpretation of requirements), but these must be differentiated from any deviations / exceptions (etc.) above.

With respect to the terms and conditions of the draft Project Contract, each Respondent must either:-

- expressly confirm that the Proposal is made on the basis of the terms and conditions of the draft Project Contract; or
- expressly confirm that the Proposal is made on the basis of the terms and conditions of the draft Project Contract subject to clarifications and exceptions. In these circumstances, the Respondent must include in their Submission:
 - a copy of the draft Project Contract, marked up with the Respondent's proposed clarifications and exceptions; and
 - a separate commentary against the clarifications and exceptions setting out the reason for those clarifications and exceptions.

Respondents should note that, in addition to the foregoing, the ETI expects that each of the Respondents will provide in their Statements of Compliance an initial detailed view on those areas of the Project Contract set out in Appendix D of this RfP.

Any exception in relation to those matters set out in Appendix D of this RfP is considered a material issue and must be clearly and specifically identified in the Statement of Compliance.

Please note that the ETI may reject a Proposal if a material issue (including a non-compliance with the terms and conditions of the draft Project Contract) is identified by a Respondent at any stage during the Project Commissioning Process.

APPENDIX B - NOTIFICATION OF INTENTION TO SUBMIT A PROPOSAL

The following form is to be completed and received at the address (postal or email) on the front cover no later than the date defined on the front cover and in Section 7.3 of this RfP.

Notification of Intention to Submit a Proposal

Respondent Name: [Legal Name]

Address: [Registered Office Address]

Contact:

Email/telephone:

The above named Respondent hereby notifies the ETI of its intention to submit a Proposal in response to the ETI's Request for Proposal entitled "Smart Systems and Heat: Domestic Retrofits Demonstration Project", issued on 22nd July 2013.

The Respondent submits this notification on its own behalf and on behalf of the following proposed [Consortium Members][Sub-contractors]:

Please list below the legal names of the organisations / entities proposed to deliver the Project.

- 1. [Enter Name]
- 2. [Enter Name]
- 3. [Enter Name]
- 4. [Enter Name]
- 5. [Enter Name]
- 6. [Enter Name]
- 7. [Enter Name]
- 8. [Enter Name]
- 9. [Enter Name]
- 10. [Enter Name]

Signed: _____

For and on behalf of the Respondent(s).

Name: _____

Date: _____

APPENDIX C - NON DISCLOSURE AGREEMENT

The Non-Disclosure Agreement (NDA) protects the confidential information of the Respondents and the ETI during the period of the Project Commissioning Process. For the successful Respondent(s), the confidentiality provisions in the Project Contract will supersede this NDA.

NOTES

In order to ensure parity across different groups of Respondents, the ETI will not enter into negotiations on the terms of this NDA.

NDA EXECUTION PROCESS / INSTRUCTIONS

A separate electronic version of the NDA is available on the ETI Website

http://www.eti.co.uk/request_for_proposals for completion and signature by Respondents in accordance with the following instructions:

In the case of a Sole/Prime Contractor as Respondent:

- The Sole/Prime Contractor should complete Schedule 1 of a single electronic NDA with its company (legal) details and a postal address for return by the ETI of a fully executed NDA.
- The Sole/Prime Contractor should print and sign **TWO** paper copies of the NDA. **The NDA must not be dated on the front page.**
- The Sole/Prime Contractor should scan a copy of a signed and undated NDA and email it to the ETI at the address on the front of the RfP.
- The Sole/Prime Contractor should post both original signed and undated copies to the ETI.
- On receipt, the ETI will countersign and date the two original copies of the NDA. The ETI will retain one of these copies and post the other to the Sole/Prime Contractor at the address provided by the Sole/Prime Contractor at Schedule 1 of the completed NDA.

In the case of Respondents intending to submit a Proposal as a Consortium, the ETI intends to execute the NDA in counterparts as follows:

- The proposed Lead Coordinator should complete Schedule 1 of a single electronic NDA with the legal company details of all Respondents (the Lead Coordinator and each of the other proposed Consortium Members), together with a **single** postal address for return by the ETI of fully executed NDAs.
- The Lead Coordinator should circulate electronically the NDA with the fully completed Schedule 1 to all Respondents **and to the ETI** (at the email address on the front page of this RfP).
- Each of the Respondents (all proposed Consortium Members including the Lead Coordinator) should print and sign **TWO** paper copies of the NDA. **The NDA must not be dated on the front page.**
- For each Respondent, one of the signed undated counterpart NDAs should be scanned and sent by email to the ETI at the address on the front of this RfP.
- For each Respondent, **ONE** original undated counterpart signed NDA should be sent to the ETI by post. The ETI recommends that the other original undated signed NDA is sent by the Respondents to the Lead Coordinator so that the Lead Coordinator may hold a complete set of original counterpart NDAs, one signed by each Respondent, on behalf of the Respondents.
- On receipt of a complete set of original counterpart NDAs (one signed by each Respondent), the ETI will sign and date two further counterpart copies of the NDA. The ETI will notify the Lead Coordinator of the date of the NDA (i.e. the date of the ETI's signature) so that the original Respondent counterparts held by the Lead Coordinator may be dated on the front page.

- The ETI will retain one of the original counterpart NDAs signed and dated by the ETI; the ETI will return the other original ETI counterpart NDA to the Lead Coordinator to hold on behalf of the Respondents.
- The ETI and the Lead Coordinator should each then have a complete set of original, dated, counterpart NDAs.

MULTI-PARTY CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on _____ of _____ 2013

BETWEEN:

- (1) **ENERGY TECHNOLOGIES INSTITUTE LLP**, a limited liability partnership (company no. OC333553) whose registered office is at Holywell Building, Holywell Way, Loughborough, Leicestershire, LE11 3UZ (the “**ETI**”); and
- (2) **The party named in Schedule 1 of this Agreement** (the “**Respondent**”),
(collectively the “**Parties**” and individually a “**Party**”)

BACKGROUND:

The Parties intend to exchange certain Information on or after the Effective Date for or in relation to the Purpose. The Parties agree to receive such Information, and to treat it as confidential information, on the following terms and conditions.

IT IS AGREED:

In consideration of the above and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

- 1 In this Agreement, unless the context requires otherwise, the following words shall have the following meanings:

“**Disclosing Party**” means any Party that discloses Information pursuant to this Agreement;

“**Effective Date**” means the date of execution of this Agreement;

“**ETI Affiliates**” means the Secretary of State for Business, Innovation and Skills (and any successor governmental department or agency from time to time) and any other entity which is entitled to appoint the directors or otherwise having the ability to direct management policies of the ETI (together with any affiliates of those entities), together with their respective officers, employees, agents and consultants;

“**Information**” means any and all confidential information or data exchanged, submitted or otherwise disclosed in respect of or further to the Purpose or prepared for or in relation to the Purpose, including but not limited to written proposal documentation, due diligence materials, contractual documentation, reports, and the fact that the Parties have entered into this Agreement and are discussing and considering a business relationship;

“**Project**” means the proposed project under the ETI’s Smart Systems and Heat Programme entitled “Work Area 6 - Domestic Retrofits Demonstration Project”;

“**Project Commissioning Process**” means the ETI’s commissioning process for the Project as defined in the RfP and as set out at Section 7 of the RfP or as later may be notified or published by the ETI;

“**Project Contract**” means a Project Contract as such term is defined in the RfP;

“**Proposal**” means a Proposal as such term is defined in the RfP;

“**Purpose**” means:

- a the preparation and/or submission of any Proposals and related documents in response to the RFP;
- b the Project Commissioning Process;
- c any activities related to the assessment of any Proposals for the Project; and
- d any related exchanges of Information, clarifications, clearances, discussions, due diligence, meetings, and/or negotiations in respect of the RFP, the Project Commissioning Process and/or the Project;

“Receiving Party” means any Party that receives Information pursuant to this Agreement; and

“RFP” means the request for proposals relating to the Project, issued by the ETI on 22nd July, 2013.

- 2 The Receiving Party shall with regard to any Information disclosed pursuant to this Agreement by or on behalf of a Disclosing Party on or after the Effective Date:
 - a hold the Information in confidence and, except as is otherwise stated herein or agreed in writing by the Disclosing Party, shall not disclose or make available the Information by publication or otherwise to any third party (including for the avoidance of doubt, disclosure in any patent application or to any patent office) and shall use any Information disclosed to it pursuant to this Agreement only for carrying out the Purpose;
 - b make copies of the Information (or any further information derived from the Information) in whatever form or medium only to the extent that the copies are reasonably necessary for the Purpose and clearly mark all such copies as confidential;
 - c take all necessary and proper security precautions (and at least as great as those it takes to safeguard its own information) to safeguard every part of the Information to prevent it from being disclosed or otherwise made available to any third party except as permitted by this Agreement; and
 - d at the request and direction of the Disclosing Party, and without delay, return or destroy any Information provided to it pursuant to this Agreement and any copies of such Information, except that one copy may be kept by the Receiving Party for archival purposes and for the purpose of defending itself against any claims arising in connection with this Agreement.
- 3 The obligations set out in clause 2 shall not apply to Information that:
 - a the Receiving Party can prove (using written or electronic records), was lawfully known to the Receiving Party or in its possession prior to its communication by or at the direction of the Disclosing Party and was not communicated to the Receiving Party subject to any restrictions on disclosure or use; or
 - b is or becomes a part of the public domain through no wrongful act of the Receiving Party or any person on its behalf, provided that this clause 3(b) shall only apply from the date that the relevant Information so enters the public domain; or
 - c the Receiving Party receives from a third party without similar obligations of confidence in circumstances where the third party did not obtain that Information as a result of a breach of an obligation of confidence; or
 - d subject to clause 4, is required to be disclosed or made available by the Receiving Party pursuant to any applicable law, governmental regulation, or decision of any court or tribunal of competent jurisdiction or any government body, agency or regulatory body.
- 4 If a Receiving Party believes it is required by law to disclose any Information under clause 3(d) above, the Receiving Party shall (in each case and to the extent not prohibited in law):

- a provide the Disclosing Party with prompt written notice of such requirement or obligation (together with a copy of any relevant access request, court order or other evidence giving rise to such belief) in advance of the required disclosure, to enable the Disclosing Party to seek appropriate protective relief and/or to take other steps to resist or narrow the scope of any required disclosure;
 - b where it is not permitted in law to notify the requirement for disclosure in advance of the required disclosure, notify the Disclosing Party as soon as reasonably practicable after the disclosure confirming the nature of and extent of the disclosure; and
 - c co-operate with the Disclosing Party with respect to such matters,
- and in any event disclose only such Information as it has ascertained, after taking legal advice, it is legally compelled to disclose.
- 5 The ETI shall be entitled to disclose or make available any Information it receives from the Respondents (or any of them) to:
- a such of the ETI Affiliates, and either the ETI's or the ETI Affiliates' employees, officers, secondees, agents, consultants, Sub-contractors, proposed Sub-contractors, professional advisers and proposed professional advisers where such disclosure is necessary for the Purpose, provided that all such aforementioned persons to whom any Information is disclosed by the ETI are bound by obligations of confidentiality and the ETI shall be responsible for breaches of the obligations by such persons. Each ETI Affiliate may enforce this clause in accordance with the Contracts (Rights of Third Parties) Act 1999; and
 - b the Department of Business, Innovation and Skills (or other relevant government department), the European Commission and such other bodies and/or individuals (including without limitation professional advisers) as may reasonably be required for the notification of, to seek advice in relation to, as part of an assessment of, or otherwise in relation to, State aid.
- 6 The Respondent shall be entitled to disclose or make available any Information it receives from the ETI to such of its employees, officers, consultants, Sub-contractors, proposed Sub-contractors and professional advisers where such disclosure is necessary for the Purpose provided that all such persons to whom any Information is disclosed are bound by obligations that are no less restrictive than those in this Agreement. The Respondent disclosing Information shall be responsible for breaches of the obligations by such persons.
- 7 Each Party as Receiving Party expressly agrees and accepts that except in the case of fraud, no representation or warranty, express or implied, is made by the Disclosing Party as to the accuracy, completeness, reasonableness or otherwise in respect of the use of the Information, and that neither the Disclosing Party or any of its affiliates nor any of its or their respective employees, officers, secondees, agents, consultants, Sub-contractors and professional advisers (as applicable) shall have any liability to the Receiving Party as a result of the Receiving Party's possession or use of the Information.
- 8 The Parties agree that money damages would not be a sufficient remedy for any breach of this Agreement and that the Disclosing Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement, but shall be in addition to all other remedies available at law or equity.
- 9 No rights or obligations other than those expressly set out in this Agreement are to be implied and nothing contained in this Agreement:
- a constitutes an offer by or on behalf of the Disclosing Party; or
 - b confers upon the Receiving Party a licence or other transfer of rights in respect of any

- Party's interest in any Information or in any present or future patent or patent application;
or
- c affects the present or prospective rights of the Disclosing Party under the patent laws of any country or precludes the filing or prosecution of any patent applications by the Disclosing Party.
- 10 This Agreement represents the entire agreement between the Parties in relation to the subject matter contained herein and supersedes all other agreements and representations, whether oral or written, between the Parties relating to such subject matter. This Agreement may only be modified if such modification is in writing and signed by a duly authorised representative of each Party. Each Party also agrees that it shall have no remedies or claims under this Agreement for any innocent or negligent misrepresentation based on statements made prior to the Effective Date.
- 11 The Parties agree that the ETI may disclose that one or more of the Respondents are involved in discussions with the ETI and the subject matter of the discussions provided that the ETI will provide a copy of any press release or other announcement to the Respondents and seek the approval of the Respondents prior to its publication or release. Other than as set out in this clause, none of the Parties will make any public announcements, statements or otherwise publicise the subject matter of this Agreement (or its existence) without the prior written consent of the other Parties and no Party will use the business names or trademarks of any other Party in any way without that Party's prior written consent.
- 12 This Agreement shall come into force on the Effective Date and shall continue in full force and effect, notwithstanding the completion of the Purpose, for a period of seven years from the Effective Date unless extended, superseded or otherwise varied by a subsequent written agreement between the Parties.
- 13 It is not intended that a third party (other than an ETI Affiliate) should have the right to enforce a provision of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 14 The rights of the Disclosing Party under this Agreement are in addition to and not exclusive of rights under the general law and may be waived only in writing and specifically. Delay in exercising or non-exercise of any right under this Agreement is not a waiver of that or any other right, partial exercise of any right under this Agreement shall not preclude any further or other exercise of that right or any other right under this Agreement and waiver of a breach of any term of this Agreement shall not operate as a waiver of breach of any other term or any subsequent breach of that term.
- 15 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:
- a the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - b the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.
- 16 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties (or any of them), or to authorise any Party to act as agent for another, and no Party shall have authority to act in the name or on behalf of or otherwise to bind any other in any way.
- 17 Except as provided otherwise, no person may assign any of its rights under this Agreement or any document referred to in it.
- 18 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall

together constitute the same agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

19 This Agreement shall be construed in accordance with and governed by English law and the Parties hereby submit to the non-exclusive jurisdiction of the English Courts.

The Parties have caused this Agreement to be executed by their duly authorised representatives.

ENERGY TECHNOLOGIES INSTITUTE LLP

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1

Respondent	Signature
Company Name: Company No: Address of Company:	By: Name: Title:
Company Name: Company No: Address of Company:	By: Name: Title:
Company Name: Company No: Address of Company:	By: Name: Title:
Company Name: Company No: Address of Company:	By: Name: Title:

The ETI will return a copy of the executed Non Disclosure Agreement to the Sole/Prime Contractor or Lead Coordinator of a Consortium (whichever appropriate). Please provide the relevant name and address for this correspondence below.

Contact for return of executed Non Disclosure Agreement	Send to [name]: At postal address:
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APPENDIX D - TERMS AND CONDITIONS OF PROJECT CONTRACT

There is a general requirement that Respondents provide in their Statements of Compliance (Annex A3) information on any proposed clarifications and exceptions to the terms and conditions of the draft Project Contract (see Annex A3). Each Respondent should mark-up and comment upon any areas of the draft Project Contract that the Respondent considers to be problematic.

In addition to this general requirement, there are aspects of the Project Contract that are of particular importance to the ETI and that the ETI wishes to highlight in this Appendix D. The ETI expects that each of the Respondents will provide an initial detailed view on these aspects in their Proposal, as part of the Statements of Compliance (see Annex A3).

The particular aspects of the Project Contract that the ETI would like to highlight for Respondents' initial consideration are as follows.

INTELLECTUAL PROPERTY

The ETI expects to own all Arising IP and to have rights to Background IP and Third Party IP such that it can use and commercially exploit the Arising IP at its discretion. In the event the Respondents wish to propose any alternative Intellectual Property mechanisms, **the ETI strongly recommends that the Respondents have an early discussion with the ETI**. Respondents should note that the minimum requirements for this Project in Section 6.6 of the RfP.

IP WARRANTIES AND DUE DILIGENCE

The Project Contract contains a number of warranties and undertakings related to IP. The ETI will conduct an appropriate level of due diligence before the start of the Project which relates to IP and the IP warranties. The wording of any warranties may be amended to reflect IP due diligence performed.

INDEMNITIES

The ETI will invest funds in this Project but has no control over any risks and associated liabilities that may arise from the Project. Therefore the Project Contract contains a number of indemnities in favour of the ETI, including for third party claims and for IP infringement. Respondents should review and comment on the indemnity position in their Submission.

R&D TAX RELIEF

The ETI's Industry Members (as partners in a limited liability partnership) and Programme Associates can claim R&D tax relief in return for investment funding provided to the ETI that is spent on research and development on ETI projects. Therefore the ETI requires that Project Participant(s) provide details of the amount of the ETI Investment that is spent on R&D.

STATE AID REQUIREMENTS

The Project Contract has requirements that relate to State aid (through the provision of public monies to the ETI and therefore to the Project). Please see Section 6.5 of the RfP (State Aid). This includes requirements to return ETI funds in certain exceptional circumstances and record keeping requirements. Please note, the ETI cannot award a contract to any organisation unwilling to accept these requirements.

APPENDIX E – GLOSSARY

Term	Definition
All Risk Price	The provision of a guaranteed maximum price in accordance with the scope, ETI Approach and this RfP, to include material guarantees of work and workmanship, to the standard expected in the industry (e.g. ECO, Green Deal etc.). No increase in price will be accepted other than those that result in changes to the scope, ETI Approach, or this RfP by ETI.
Arising IP	Any intellectual property which is created by or for any Participant during the Project or for the purposes of the Project.
Background IP	Any intellectual property which existed prior to any Participant's commencement of the Project and which was created by or for the Participant.
CDM	Construction (Design and Management) Regulations 2007.
Chief Engineer	The individual as described in Section 3.2 of Appendix A.
Client	As defined by CDM.
Consortium	The group of organisations described in Section 6.3 which contract with the ETI to perform the Project. This will not include the ETI itself or any Sub-contractors or any other third parties.
Consortium Member	An organisation which forms part of the Consortium.
Consortium Agreement	The agreement to be entered into between the organisations together forming a Consortium, as described in Section 6.3, which governs the execution of the Project within the Consortium.
Datasets	Collection of data for each property type following application of the ETI Approach including the quarterly performance data over the 12 months after the ETI Approach .
Eligible Costs	Those categories of costs incurred in the performance of the Project that are eligible for payment from the ETI Investment (to be set out in the Project Contract).
ETI	The Energy Technologies Institute LLP, a limited liability partnership (Company no. OC333553) whose registered office is at Holywell Building, Holywell Way, Loughborough, Leicestershire LE11 3UZ.
ETI Investment	The amount to be made available by the ETI (on a capped costs basis) in respect of Eligible Costs of the Project, up to the amount of the Maximum ETI Investment.
Final Detailed Offer	A final and detailed offer to be made once all contractual issues have been negotiated and the Value Return has been agreed. Typically, if required, this will occur at the end of the Project Shaping and Contract Negotiation Stage.

Term	Definition
Her Majesty's Government / UK Government	Her Majesty's Government, including but not limited to all of its departments and executive agencies and the devolved administrations of Scotland, Wales and Northern Ireland.
HSE	Health, Safety and Environment.
Lead Coordinator	The organisation which is a Consortium Member, and which manages and coordinates the activities of all the Consortium Members, and which acts as the primary interface between the Consortium and the ETI, as described in Section 6.3.
Maximum ETI Investment	The anticipated maximum amount of ETI Investment to be made available for the Project.
Member	The ETI's industry members (as identified on the ETI's website from time to time - http://www.eti.co.uk/about/current_members), including affiliates of such members, and Her Majesty's Government (including but not limited to those public sector members identified on the ETI's website (above) from time to time).
Milestone	A Project milestone with defined constituent deliverables, associated deliverable acceptance criteria, deliverable value and milestone value (all to be proposed in the Respondent's Proposal and subsequently negotiated/agreed in the Project Contract) which should be completed in order to reach the said milestone, and upon successful completion of which, subject to acceptance by the ETI that the milestone has in fact been reached, payment may be claimed from the ETI.
Non-Disclosure Agreement (NDA)	A non-disclosure agreement in the form provided at Appendix C.
Part / Part 1 / Part 2 / Part 3	The relevant part of the Project, described at Section 5.
Participant	Either the Prime Contractor or a Consortium Member.
Participant Funding	Funding provided by the Participant(s) from its (their) own resources and not dependent in any way on Third Party Funding.
Patent Study	A patent clearance / freedom to operate search and analysis and/or a patent landscape search and analysis, to be conducted by Respondents or Participant(s) (as appropriate) at the request of and to the requirements of the ETI.
Phase / Phase 1 / Phase 2 / Phase 3	The relevant phase of the Programme described at Section 2.3 (SSH Programme Overview).

Term	Definition
Platform Technologies	Technologies (and their associated interfaces) that can be efficiently implemented into a wide range of products (in this case a machine, vehicle or its powertrain). These machines, vehicles or powertrains will vary in scale and use and therefore, Platform Technologies must scale efficiently and be robust to a wide range of noise factors.
Prime Contractor	A sole organisation which contracts with the ETI to perform the Project, together with (subject to ETI approval) Sub-contractors.
Programme	The ETI Smart Systems and heat Programme that includes the Project.
Programme Manager	The individual appointed by the ETI to manage the Programme and to whom the Project Manager is accountable.
Project	The ETI project entitled the Domestic Retrofit Demonstration Project, for which the purpose, scope of work and other details are described in this Request for Proposals.
Project Commissioning Process	The ETI's process for commissioning the Project, including as described at Section 7.
Project Contract	The contract, as described in Section 6.2, to be entered into between the ETI and the Participant(s) (Consortium Members or Prime Contractor, as appropriate).
Project Manager	The individual as described in Section 3.2 of Appendix A.
Project Shaping and Contract Negotiation Stage	The Project Contract negotiation stage of the Project Commissioning Process, as described at Section 7.2.
Proposal	The proposal for the Project submitted to the ETI, in response to this Request for Proposals.
Private Funding	Third Party Funding other than Public Funding.
Public Funding	Any Third Party Funding provided by a public authority or agency.
RfP	This Request for Proposals.
Respondent	The organisation(s) submitting a Proposal to the ETI (i.e. a proposed Sole/Prime Contractor or a proposed Consortium Member).
Review Point	A Project review involving Project Participant(s) and ETI representatives at which the overall progress in Project or a specific Work Package will be critically reviewed and following which a formal decision will be made on the future Project programme.
Risk Register	See Section 6 (Risk Management), Appendix A.

Term	Definition
Selection Panel	The selection panel described at Section 7.1.5.
Sole Contractor	A sole organisation which contracts with the ETI to perform the Project on its own (without Sub-contractors).
Stage Gate	A major Project Review Point involving Project Participant(s) and ETI representatives at which the overall performance and business case for the Project will be critically reviewed and following which a formal decision will be made whether to continue with the Project, based on whether agreed Stage Gate criteria have been met.
Stages	Stages as specified in section 4.
Statement of Compliance	The statement of compliance required by the ETI, as described at Section 10 and at Appendix A, Annex A3.
Subcontract	A contractual arrangement between a Participant and another organisation to which work for the Project has been subcontracted.
Sub-contractor	An organisation which has a Subcontract.
Submission	The components set out in Section 8 of the RfP, including the Proposal, submitted by the Respondent(s) in response to this Request for Proposals.
U-Value	A measure of the heat transmission through a building part (as a wall or window) or a given thickness of a material (as insulation) with lower numbers indicating better insulating properties.
Task	A significant activity or group of activities (within a Work Package) which results in completion of a deliverable or a significant part of one, or which represents a significant step in the process towards one.
Third Party Funding	Funding provided to or for the purposes of the Project directly or indirectly by an organisation, person or entity other than the ETI or a Participant (including but not limited to any third party lending to any Participant).
Total Project Cost	The amount proposed by Respondents as the total cost of the Project (ETI Investment + Participant Funding + Third Party Funding, as appropriate).
Value Return	The value to be delivered by the Project (including to the ETI, the Members and the UK economy) in return for the ETI's investment in the Project. The Value Return is to be proposed by Respondents in accordance with Section 6.1 of the RfP main body and Section 6 of Appendix A.
Work Package (WP)	A major section of the Project scope of work, which may be identified in this Request for Proposals or in the Respondent's Proposal, in order to break up the scope of work into separate manageable parts. A Work Package will usually consist of a number of Tasks.