



In partnership with

BRISTOL
city leap



Framework Agreement for the Provision of Energy Project Origination and Development Services

Introduction

Bristol City Leap is a ground-breaking public/private partnership between Bristol City Council (the Council) and Ameresco, which aims to deliver £1 billion of low-carbon projects over the next 20 years. It's core activities will support the council's ambitions to be carbon neutral by 2025 for its corporate estate and by 2030 for its 27,000 social housing properties but holds the expertise and capacity to deliver far greater decarbonisation across the wider private and public sectors.

Following the conclusion of the council's procurement exercise for Bristol City Leap in January 2023, the Council now has a pre-procured partner to deliver all low-carbon energy infrastructure projects on its estate. As part of that procurement, a single supplier framework for project origination services was let (the "**Framework**"), with City Leap Energy Partnership Limited (also known as "Bristol City Leap") as the single supplier. City Leap Energy Partnership Limited is a joint venture company owned by the Council and Ameresco.

The Framework offers provision of origination and development services for energy projects for all contracting authorities in the South-West of England. These services include, amongst other things feasibility studies and consultancy services which are intended to lead projects which will reduce CO² emissions in the built environment. Details of this framework and how it can be accessed can be found below. Bristol City Leap's sustainability services in support of clients' pursuit of net zero include upgrades to a facility's energy infrastructure and the development, construction, and operation of distributed energy resources. Bristol City Council's partner in City Leap, Ameresco has successfully completed energy saving, environmentally responsible projects with national and local governments, healthcare and educational institutions, housing authorities, and commercial and industrial customers.

Bristol City Leap has been created to help Bristol City Council and the West of England's public sector organisations meet their energy saving and net zero challenges with an integrated comprehensive approach to energy efficiency and renewable energy. Leveraging budget neutral solutions, including energy savings performance contracts (ESPCs), power purchase agreements (PPAs) and Energy as a Service (EaaS), we remove the financial obstacles typically associated with energy infrastructure projects.

The City Leap framework can develop tailored energy management feasibility studies for all public sector organisations in the South West of England.

If you have any further questions or would like a copy of the framework agreement, please contact either Bristol City Council Client Function team on cityleap.clientfunction@bristol.gov.uk

Terms of the single supplier framework

The Framework has been procured and established under the Concession Contract Regulations 2016, pursuant to a Concession Notice issued by the Authority and published to the Official Journal European Union.

Services

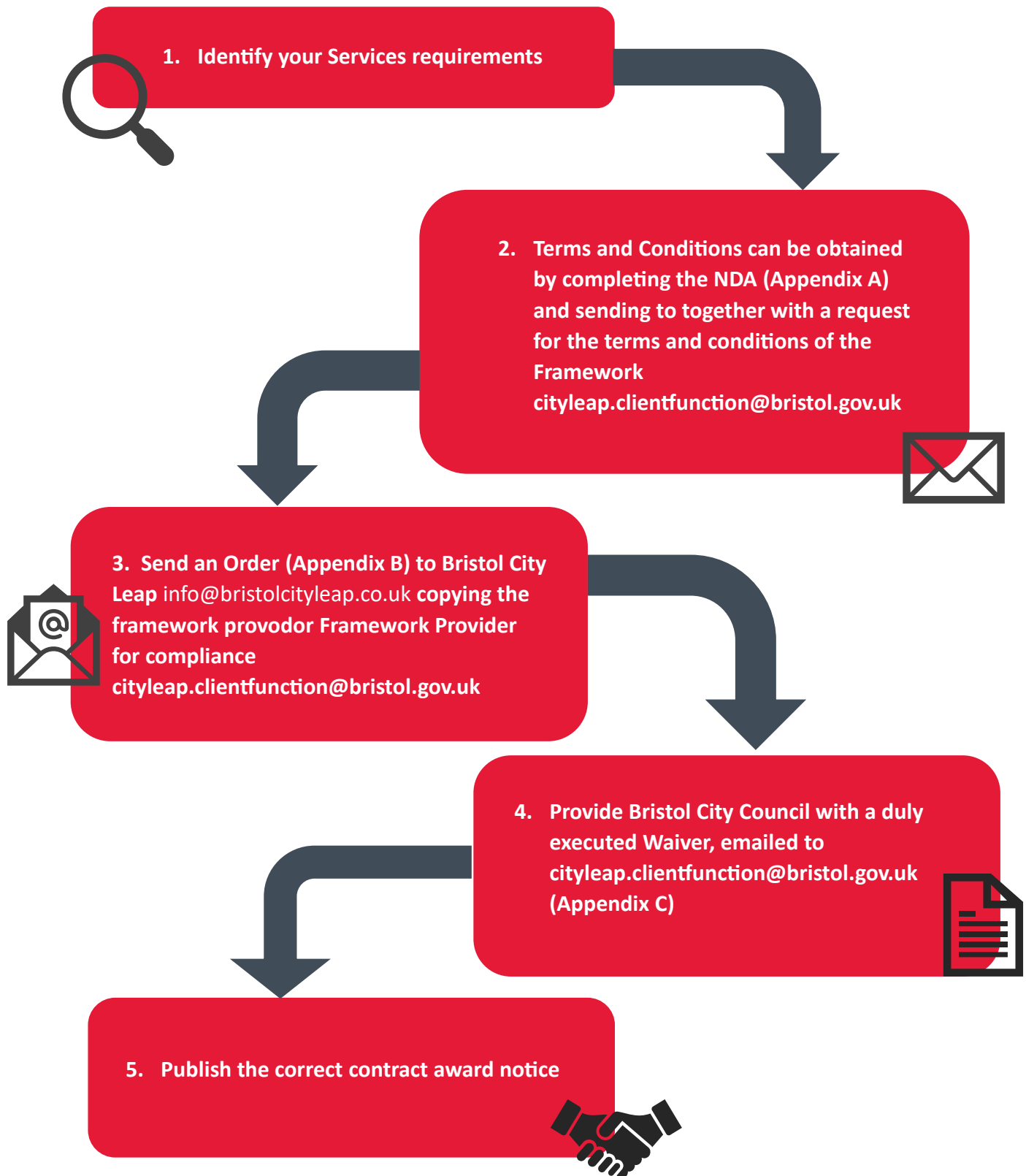
Bristol City Leap has established itself as a trusted decarbonisation partner for public sector organisations in the South West. They can provide origination and feasibility services to local authorities and public bodies under the City Leap single supplier framework (the 'Framework') in the South West region of England. Specifically, Bristol, Cornwall, Dorset, Devon, Gloucestershire, Somerset and Wiltshire.

This could include detailed energy audits of buildings or building portfolios, with a view to identifying the options for decarbonisation, including applications for funding for the Public Sector Decarbonisation Scheme (PSDS) or the Social Housing Decarbonisation Scheme (SHDF), supporting bids for and delivering Low Carbon Skills Funding (LSCF) projects, the feasibility studies required for developing renewable generation assets such as solar PV or wind turbines or other consultancy services to support the decarbonisation of public sector estates.

Information on accessing the framework can be found in the following sections.

Accessing the Framework

To access the Framework, please follow the simple five-step process outlined below.



To access the Framework and utilise Bristol City Leap's services, please follow the process outlined below:

1. Prepare a brief outlining the services you require. If you have questions, email Bristol City Leap at info@bristolcityleap.co.uk.
2. To receive the framework agreement, sign and return the NDA (Appendix A) to Bristol City Council at cityleap.clientfunction@bristol.gov.uk. Once countersigned, you'll get the full framework terms and conditions.
3. Complete the contract for origination services following the template in the framework agreement once received following step 2. Fill in the 'PARTIES' field, and review and agree on the contract with Bristol City Leap.
4. As part of finalising the contract you will need to fill out and send the order form contained within Schedule 3 of the Framework Agreement (a copy of which can also be found in Appendix B) to Bristol City Leap at info@bristolcityleap.co.uk. For any form-related queries, contact Bristol City Leap at the same address.
5. Before contract execution and publication, provide a duly executed Waiver (a copy of which is contained at Appendix C) to Bristol City Council via email at cityleap.clientfunction@bristol.gov.uk.
6. Publish the correct contract award notice as per the Public Contract Regulations 2015.



Appendices

- A. NDA
- B. Order form
- C. Waiver

Appendix A

Non-disclosure Agreement

*Client name

*Client title

*Client address

*Date

Dear Sirs,

MUTUAL CONFIDENTIALITY LETTER AGREEMENT

1. DISCLOSURE

1.1 The [name of client body] wishes to access information held by Bristol City Council relating to the Single Supplier Framework Agreement (the "**Framework**") established by Bristol City Council for the provision of origination services by City Leap Energy Partnership Limited (known as Bristol City Leap) in connection with making a call-off under the Framework (the "**Purpose**").

1.2 In this letter agreement:

- (a) **Confidential Information** means all confidential or proprietary information (however recorded or preserved) relating to the Purpose that is disclosed or made available whether before or after the date of this agreement (in any form or medium), directly or indirectly, by the Provider to the Recipient.
- (b) **Provider** means Bristol City Council.
- (c) **Recipient** means [name of client body].

1.3 In consideration of the Provider agreeing to disclose Confidential Information to the Recipient, the Recipient undertakes to the Provider that it shall:

- (a) keep the Confidential Information secret and confidential;

- (b) not use or exploit the Confidential Information in any way, except for or in connection with, the Purpose; and
 - (c) only make disclosure of the Confidential Information in accordance with paragraph 1.4 and paragraph 1.5. Any other disclosure can only be made with the Provider's prior written consent.
- 1.4 Each party may disclose the Confidential Information to any of its officers and employees, advisers, subcontractors and contractors that need to know the relevant Confidential Information for the Purpose, provided that it procures that each such person to whom the Confidential Information is disclosed to complies with the obligations set out in this letter agreement as if they were the Recipient.
- 1.5 Each party may disclose the Confidential Information to the minimum extent required by:
- (a) any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body;
 - (b) the rules of any listing authority or stock exchange on which its shares are listed; or
 - (c) the laws or regulations of any country with jurisdiction over it (provided, in the case of a disclosure under the Freedom of Information Act 2000, none of the exemptions to that Act applies to the Confidential Information disclosed).

2. LIMITATIONS ON OBLIGATIONS

The obligations set out in paragraph 1 shall not apply, or shall cease to apply, to Confidential Information which the Recipient can show to the Provider's reasonable satisfaction:

- 2.1 that it is, or becomes generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient in breach of this letter agreement; or
- 2.2 was already lawfully known to the Recipient before it was disclosed by the Provider; or
- 2.3 has been received by the Recipient from a third party source that is not connected with the Provider and that such source was not under any obligation of confidence in respect of that information.

3. RETURN OF THE CONFIDENTIAL INFORMATION

- 3.1 If requested by the Provider at any time, the Recipient shall immediately destroy or return to the Provider all documents and other records of the Confidential Information that have been supplied to or generated by the Recipient. If the

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Confidential Information is stored in electronic form, the Recipient shall permanently erase all such Confidential Information from its computer and communications systems and devices used by it (to the extent technically practicable).

- 3.2 The Provider may request the Recipient to certify in writing that it has complied with its obligations in paragraph 3.1.

4. TERM AND TERMINATION

- 4.1 If either party decides not to continue to be involved in the Purpose with the other party, it shall notify that party immediately.
- 4.2 Notwithstanding the termination of discussions between the parties in relation to the Purpose pursuant to paragraph 4.1, the obligations of each party shall continue for a period of 5 years from the termination of this letter agreement.

5. ACKNOWLEDGMENT

- 5.1 Each party acknowledges and agrees that the Confidential Information may not be accurate or complete and it makes no warranty or representation (whether express or implied) concerning the Confidential Information, or its accuracy or completeness.
- 5.2 The Recipient acknowledges that damages alone would not be an adequate remedy for any breach of the terms of this letter agreement. Accordingly, the Provider shall be entitled to seek the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this letter agreement.

6. GOVERNING LAW

This letter agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

7. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have [exclusive **OR** non-exclusive] jurisdiction to settle any dispute or claim arising out of or in connection with this letter or its subject matter or formation (including non-contractual disputes or claims).

Please sign and return a copy of this letter agreement if you agree to its terms.

Yours faithfully,

.....
Signed by Helen Reed, for and on behalf of Bristol City Council

We acknowledge receipt and agree to the terms of this letter agreement:

.....
Signed by [name of client], for and on behalf of the [name of client body]

Appendix B

Example Order Form from Call-Off Contract

From

Customer		
Service address		
Invoice address		
Authorised Representative	Ref	
	Phone	
	Email	
Order Number	To be quoted on all correspondence	
Order date		

To

Supplier		
For the attention of	Name	
	Phone	
	email	
Address		

Service requirements

1. SERVICES REQUIREMENTS
(1.1) Services and deliverables required:
(1.2) Service Commencement Date
(1.3) Price payable by Customer and payment profile:
(1.4) Completion date (including any extension period or periods):

2. ADDITIONAL REQUIREMENTS
(2.1) Supplemental requirements in addition to Call-off Terms and Conditions:

4. CONFIDENTIAL INFORMATION
(4.1) The following information shall be deemed Confidential Information:
(4.2) Duration that the information shall be deemed Confidential Information:

Appendix C

Waiver

[To be printed on Contracting Authority Letterhead]

Strictly Private and Confidential

For the attention of [•]
College Green,
Bristol
BS1 5TR

[Insert date]

Dear Sir / Madam

Framework Agreement – Waiver of Bristol City Council Liability

1. BACKGROUND

1.1 Bristol City Council (the **Authority**) and [City Leap Energy Partnership] Limited (the **Supplier**) entered into framework agreement dated [insert date] under which the Supplier agrees to provide energy project organisation and development services to interested contracting authorities.

1.2 [Insert Contracting Authority name] (the **Admittee**) wishes to secure certain services under the Framework Agreement.

1.3 The Admittee agrees to be bound by the terms of the Framework Agreement and waives all liability of the Authority which may arise out of, or in consequence of the Admittee's compliance with the relevant terms of the Framework Agreement or a Contract under the terms of the Waiver.

2. INTERPRETATION

2.1 The following definitions and rules of interpretation apply in this Waiver.

Call-off Terms and Conditions: means the call-off terms and conditions for the professional services agreement relating to energy project origination and development services forming part of the Framework Agreement;

Framework Agreement for the Provision of Energy Project Origination and Development Services.

Framework Agreement: Means the City Leap Framework Agreement between (1) Bristol City Council and (2) [City Leap Energy Partnership] Limited dated [insert date].

3. TERM

3.1 The term Effective Date: means the date of the Waiver.

3.2 This Waiver shall take effect as a Waiver of any liability of Bristol City Council to the Admittee for the purpose of the Framework Agreement and a Contract. Terms defined in the Framework Agreement have the same meaning in this Waiver unless given a different meaning this Waiver.

3.3 In consideration for this Waiver the Authority agrees to allow the Admittee to make use of the Services under the Framework Agreement.

4. TERMS OF ADMISSION

4.1 The Admittee agrees to be bound by any comply with terms of the Framework Agreement that apply to a Customer. Such provisions include but are not limited to clauses 3.4, 4.1 to 4.3 (inclusive), 4.5 4.8 to 4.9 (inclusive) and 20.6 to 20.9 (inclusive).

4.2 Nothing in this Waiver shall be construed to limit or exclude the Authority's liability for:

- (a) death or personal injury caused by its negligence (or the negligence of its personnel, agents or subcontractors);
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which may not be limited under any applicable Law.

4.3 Subject to clause 3.2 above, the Admittee acknowledges and agrees that the Authority shall have no liability whatsoever for any claims, proceedings, actions, damages, costs, expenses and any other losses suffered by the Admittee which may arise out of, or in consequence of the Admittee compliance with the relevant terms of the Framework Agreement or a Contract.

5. GOVERNING LAW AND JURISDICTION

5.1 This Waiver and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by construed in accordance with the law of England and Wales.

The Admittee irrevocably agrees that courts of England and Wales shall have exclusive jurisdiction to settle any disputes or claims arising out of in connection with this Waiver or its subject matter or formation (Including non-contractual disputes or claims).

Yours sincerely

[Insert name]

[Insert title]

[Insert Contracting Authority name]

The Authority confirms that it accepts the waiver of liability and admission to the Framework Agreement set out in this Waiver.

.....

Signed

Date

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide to the Customer the Services specified in this Order Form (together with, where completed and applicable, the mini-competition order (additional requirements) set out in section 2 of this Order Form) incorporating the rights and obligations in the Call-off Terms and Conditions set out in the Framework Agreement entered into by the Supplier and the Authority on [DATE].

For and on behalf of the Supplier:

Name and title	
Signature	
Date	
Supplier's Authorised Representative for the Contract (if different)	[Name]



For and behalf of the Customer:

Name and Title	
Signature	
Date	