

Service Level Agreement

Energy Procurement & Energy Management

1.0 Introduction

This document defines the service level agreement between Bedford Borough Council and the Customer to provide an energy procurement and energy management service.

1.1. Scope and Vision of the Agreement

The agreement covers the purchasing of and provision of gas and non-half-hourly and half-hourly electricity services, and support with the development and implementation of energy management initiatives.

The agreement will continuously enhance service and maintain compliance, whilst ensuring best value is achieved, enabling the Customer to focus on core education functions.

Any reference in this agreement to any act of parliament, statutory instrument, regulation, directive, rule or order shall be a reference to the relevant instrument in the form current at the date when the relevant provisions of this agreement are applied or are to be applied as the case requires.

1.2. Duration of the Agreement

This agreement is open ended, i.e. it remains in operation indefinitely unless terminated or superseded in accordance with the provisions set out below.

The agreement may be varied by Bedford Borough Council in accordance with clause 5 below.

Either party may terminate this agreement with the other party at any time by giving not less than 6 months¹ written notice to the other party. Whilst termination of the agreement will preclude BBC negotiating future contracts for the Customer, any supply contract in place at the time of termination will remain in place until that contract ends.

For avoidance of doubt, the Customer will be automatically transferred onto any new contract unless they notify Bedford Borough Council in writing not less than 6 months prior to the date that the new contract comes into effect, that they do not wish to do so. In the event of serving such notice the Customer will retain the benefit of the existing contract for the duration of that contract.

1.3. Service Contacts

Telephone number Monday-Friday 8:30am-4:30pm	01234 718286 (internal 47286) 01234 718697 (internal 47697)
Email address 24 hours, 365 days	Energy.Team@bedford.gov.uk

¹ 6 months is the likely time it would take for a school to procure energy, maintaining compliance with procurement rules and regulations.

1.4. Service Standards

All work undertaken will be in accordance with legislation in force at the date when the relevant work is carried out.

Key activities carried out in the execution of this Service Level Agreement will normally be subject to the following response periods; however the Council shall not be liable for any failure to respond within any such period:

Task	Response Time
Simple cost/consumption enquiries	Within 2 working days
Tariff/contract enquiries	Within 2 working days
Reporting of serious faults	Same working day
Reporting of non-serious faults/requests	Within 5 working days

Bedford Borough Council shall use reasonable endeavours to achieve benefits and savings to the Customer where possible but shall not have any liability to the Customer in respect of any failure on the part of Bedford Borough Council to achieve any particular level of benefit or saving.

1.5. Glossary of terms

Advisory Report	shall mean the report which accompanies the Display Energy Certificate and contains recommendations for improving the energy performance of a building, as required under the Energy Performance of Buildings Directive.
Bedford Borough Council	shall mean Bedford Borough Council, Borough Hall, Cauldwell Street, Bedford, MK42 9AP.
Customer	shall mean the school/academy outlined in section 7.1. of this Service Level Agreement, whose named person is duly authorised both to enter into and sign this Service Level Agreement on behalf of the school/academy.
Data collector	shall mean the company responsible for collecting half-hourly consumption data from the meter. This data is then validated and passed to the energy supplier(s) for billing.
Display Energy Certificate	shall mean the mandatory certificate, as required by the Energy Performance of Buildings Directive, to show the energy performance of a building based upon its actual energy consumption.
Energy audit	shall mean an inspection, survey and analysis of energy consumption, for energy conservation in a building.
Energy contract	shall mean a contract by Bedford Borough Council with a supplier to provide energy to the Customer

Energy supplier(s)	shall mean the organisation who will generate and deliver gas and electricity as part of this procurement process for the customer.
Half hourly	shall mean sites with a peak load above 100kW that need to be equipped with half-hourly meters which record total consumption every half-hour and pass the information to the energy supplier.
Meter operator	shall mean the company responsible for installing and maintaining metering and communications equipment.
Non-half hourly	shall mean supplies under 100kVA, using standard meters that are read manually, or meters that feature Automated Meter Reading (AMR) technology.
P272	shall refer to “BSC Modification Proposal 272”; a piece of legislation introduced by Ofgem requiring larger non-domestic customers with sites with a electricity profile class of 05, 06, 07, 08 to be settled on the half hourly market.
Profile class	shall refer to the electricity profile class that is assigned to the site based upon a site’s load profile (i.e. when electricity is used throughout the day). In the UK there are 9 classes ranging from 01-08 and 00.
Public Buying Organisation	shall mean the publicly owned organisation through which Bedford Borough Council will procure electricity and gas supplies for the customer.
Purchase in advance	shall mean the flexible procurement strategy employed by the public buying organisation to procure electricity and gas. Energy is purchased in ‘portions’ over a period of time to enable the customer to benefit from falls in energy prices. All energy requirements are purchased in advance of the contract year.
Service	shall mean the Energy Procurement and Energy Management service as provided under this Service Level Agreement.

2.0. Service Description

Bedford Borough Council will manage the purchase process for electricity (non half-hourly and half-hourly) and gas with the Council’s Public Buying Organisation. This gives schools access to flexible purchasing (Purchase in Advance) on the wholesale markets. This procurement method is considered to be best practice, i.e. the one most likely to produce the lowest costs. The Public Buying Organisation will complete all trading prior to setting the billing rates; managing and de-risking market volatility for the customer, as well as ensuring budget certainty for the following 12 months.

Bedford Borough Council will manage the Energy contracts for the benefit of the customer and will support the customer in the development and implementation of energy management initiatives in accordance with clause 2.1 below

2.1. Service to be provided by Bedford Borough Council

Bedford Borough Council will:

2.1.1. Negotiate and arrange Energy contracts for the benefit of the Customer with a view to achieving best value for money, whilst adhering to Bedford Borough Council's financial standing orders, Contract Procedure Rules and the Public Contracts Regulations 2015.

2.1.2. Negotiate and arrange all associated mandatory contracts for the provision of energy, including meter operator and data collector contracts for half hourly supplies and for the Automated Meter Reading (AMR) devices installed.

2.1.3. Collect, record and validate accurate supply information with a view to obtaining the lowest possible prices on behalf of the Customer.

2.1.4. Make representations on behalf of the Customer to investigate supply, billing, data or any other site enquiry. Bedford Borough Council will liaise and negotiate with energy suppliers and/or meter operators/data collectors to resolve matters as far as can be reasonably achieved.

2.1.5. Provide quarterly e-mail updates to the Customer to include reports detailing trends in energy prices to the Customer for budget monitoring purposes.

2.1.6. Where appropriate, monitor and investigate electricity charges relating to power factor, service capacity, maximum capacity, use of system and losses.

2.1.7. Provide contract administration for the benefit of the customer, including the addition of new supplies and the deletion of redundant ones.

2.1.8. Provide access to the Customer to Bedford Borough Council's energy management software.

2.1.9. If there is sufficient demand from the Customer and other schools, host an annual seminar for the Customer where the Customer will be able to obtain support and guidance in respect of both energy procurement and energy management.

2.1.10. Identify, highlight and investigate unusual energy consumption variations at the Customer's site identified at clause 7.1.

2.1.11. Adopt best practice in respect of energy management by developing case studies, sharing information and resources available with the Customer.

2.1.12. Support the Customer if the Customer is seeking to improve their environmental performance through initiatives such as Eco Schools.

2.2. Our services agreed to be out-of-scope of the Service Level Agreement

Bedford Borough Council can provide other services that are not covered by the Service Level Agreement and for which a charge will be levied. These services include:

2.2.1. Negotiating and arranging for a Display Energy Certificate and/or Advisory Report to be completed.

2.2.2. Negotiating and arranging for an in depth technical Energy audit to be completed.

2.2.3. Negotiating and arranging training for building managers, caretakers or other nominated staff on the correct operation of equipment, plant and automatic controls.

2.2.4. Negotiating and arranging for independent advice on the appropriateness and cost effectiveness of energy saving equipment and devices.

3.0. Customer Responsibilities

In signing this agreement, the Customer agrees to fulfil the requirements set out in clause 3.1 below

3.1. Customer responsibilities under this Service Level Agreement

3.1.1 Allow Bedford Borough Council to procure energy relevant to the site set out in clause 7.1 and enter into Energy contracts on behalf of the Customer.

3.1.2. Provide all necessary information within such time frame as shall have been notified to the Customer by Bedford Borough Council to enable Bedford Borough Council to provide the services set out in clause 2.1 above

3.1.3. Notify Bedford Borough Council forthwith if there are any issues relating to billing.

3.1.4. Execute as soon as reasonably possible and return to Bedford Borough Council, any documentation submitted to the Customer by Bedford Borough Council.

3.1.5. Once Bedford Borough Council has made arrangements through its Public Buying Organisation for a supplier to supply the Customer, the latter shall henceforth be responsible for all administration between it and the supplier including the receipt of bills and invoices and to be responsible for payment of the same.

3.1.6. Ensure that invoices from the energy supplier are paid on time and in accordance with the terms of the energy supplier's contract.

3.1.7. If payments as detailed under section 3.1.6 are not made, penalties can be imposed upon the customer by the energy supplier. The Customer will be liable to pay any charges levied against them by the energy supplier as a result of making late payments or non-payments. Bedford Borough Council will not be liable to pay any such costs.

3.1.8. In order for Bedford Borough Council to deliver the service as set out in this agreement, access to utility billing data is essential. In most instances, Bedford Borough Council will arrange this direct with the supplier and the Customer need take no action. In certain cases, or where data protection issues exist, the Customer may be required to provide Bedford Borough Council with written authorisation to gather data on their behalf. In such situations, the Customer shall provide the

supplier with the necessary letter of authority to enable Bedford Borough Council to source the relevant data. Such information will be kept in commercial confidence and will not be used for any other purpose than those set out in this agreement.

3.1.9. Notify Bedford Borough Council of any material changes to, or the use of, buildings on the Customer’s site.

3.2.0. Notify Bedford Borough Council of any new connections, disconnections or any unplanned meter installations or upgrades.

3.2.1. Ensure that a valid Display Energy Certificate (DEC) and Advisory Report (AR) is in place. The penalty is £500 for failing to display a valid DEC at all times in a prominent place clearly visible to the public and £1,000 for failing to have possession of a valid advisory report.

3.2.2. To take all reasonable steps to reduce energy consumption, including:

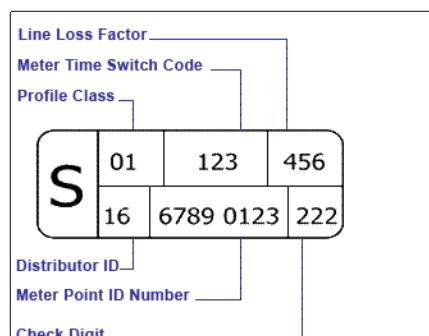
- Avoid opening windows whilst the heating is on
- Switch off PCs, monitors and printers at the end of the day
- Switch off lights when rooms are unoccupied
- Turn down radiator or room thermostats when rooms are to be unoccupied for a long period
- To use local heating controls to maintain space temperatures at an average of 19°C in winter and 24°C in summer).

4.0. Charge

For the standard in-scope service as outlined in clause 2.1 above, the following charges will be incorporated into the energy bills:

Non- Half Hourly (NHH) Electric Supplies	Profile classes 01,02,03,04	£0.00175/kWh
Non-Half Hourly (NHH) Electricity Supplies	Profile classes 05, 06, 07 and 08) - From 1 st April 2017	£0.00175/kWh
Half-Hourly (HH) electricity supplies	Profile class 00	£0.00175/kWh
Gas supplies	All supplies	£0.001/kWh

The Customer can identify the electricity profile class(es) for its sites by referring to the electricity supply number on its electricity bill(s). The first two digits on the supply number denote the sites profile class.



Source: <https://www.energylinx.co.uk/mpan.htm>

Additional out-of-scope charges as outlined in clause 2.2. will be subject to quotation based upon the scope of works required.

5.0. Management of Service Level Agreement

This Service Level Agreement will be reviewed on an annual basis by Bedford Borough Council representatives, normally the Head of Environment and Senior Energy & Water Technical Officer.

Checks will be made to ensure that key details are up to date including:

- Scope of services within the Service Level Agreement
- Contact details for the service provider and the Customer
- Charges for the standard in-scope services (clause 2.1) outlined in section 4

If any changes are required, the Head of Environment will be asked to approve them and the Senior Energy & Water Technical Officer will issue an updated Service Level Agreement to the Customer.

6.0. Complaint procedure and other feedback

The Customer may wish to compliment or commend the agreement in place, suggest a better way of working or inform Bedford Borough Council of instances when the services outlined in this agreement have not been met or delivered as agreed.

In order to make a compliment, comment or complaint, the Customer can contact Bedford Borough Council in any of the following ways:

- Telephone 01234 228597
- Email be.heard@bedford.gov.uk
- Text 07795 686459
- Fax 01234 228772
- Write to: Customer Relations Team, Bedford Borough Council, Borough Hall, Cauldwell Street, Bedford, MK42 9AP

For further details, please refer to:

http://www.bedford.gov.uk/council_and_democracy/complaints_and_other_feedback.aspx

7.0. Signed Service Level Agreement

7.1. Signed for and on behalf of the Customer

Customer (block capitals).....

Site Name (block capitals).....

Full name of person duly authorised to sign for and on behalf of the customer and the capacity in which they are signing the agreement on behalf of the customer (block capitals).....
.....

Signature.....

Date.....

8.2. Signed for and on behalf of Bedford Borough Council

Full Name of person duly authorised to sign for and on behalf of the customer and the capacity in which they are signing the agreement on behalf of the Bedford Borough Council (block capitals).....
.....

Signature.....