**TITLE**

**FIDELITY’S ENERGY AND UTILITIES SERVICES DYNAMIC MARKET**

**Document**

Appendix 2

Main Questions

Returning this Appendix is Mandatory

for your Response to be considered

**Tender Reference and Cross-References**

Refer to Invitation to Participate document

CLOSING DATE AND TIME:

As Indicated on the Invitation to Participate Document Front Page

Contents

[SECTION 1 4](#_Toc282530271)

[Unmarked Questions - Statement 4](#_Toc1550728055)

[Submission Summary 5](#_Toc2034634341)

[SECTION 2 7](#_Toc1912769843)

[Unmarked Questions 7](#_Toc642726708)

[1. Proposed Subcontractors 8](#_Toc496840116)

[2. Service Levels and Performance Measures 9](#_Toc2107372059)

[3. Insurance Policies 10](#_Toc322208304)

[4. Commercially Sensitive 11](#_Toc608763905)

[5. Resources 12](#_Toc1268597)

[6. Data Processing and Data Management 13](#_Toc1280889009)

[7. Specific Question Set – Lot 1 14](#_Toc931014526)

[8. Specific Question Set – Lot 2 20](#_Toc1567505835)

# SECTION 1

# Statement

|  |  |
| --- | --- |
| Note to Applicants: | * Complete the entirety of this Appendix document * This section **shall** be evaluated; and responses provided here may be used to inform the commercial or technical assessment of a Mini-Competition (which may be evaluated by a different evaluator) * This data shall be inserted into the Contract or the Response record of the successful Applicants. |

# Submission Summary

Tenderers are to complete in this section a summary of their Response (refer also to Appendix 1).

Any Response caveats or restrictions we should be aware of should be entered here.

Any Response caveats or restrictions entered which result in a material or significant deviation from the tendered or Response conditions of contract, specification, scope or works information (or any other aspect of this tender) may result in your tender or Response being judged non-compliant and excluded from consideration.

Failure to notify us of any caveats or restrictions or amendments in the section below shall have the result that any awarded contract cannot include such caveats, restrictions or amendments.

Only caveats, restrictions or amendments that have been notified to Fidelity Energy through the process of Response clarifications and that Fidelity Energy has provided determination on with an explicit response accepting or modifying so that all bidders or Applicants can take them into account in preparing their bid or Response, shall be considered for inclusion in any subsequent contract (without indicating either way whether they shall form part of any subsequent contract).

|  |
| --- |
| **WRITTEN SUBMISSION SUMMARY** |
|  |
| **BID CAVEATS/RESTRICTIONS**  ***Any caveats or restrictions*** |
|  |

Please also indicate which lots and services you wish to provide:

|  |  |  |
| --- | --- | --- |
| Lot No. | Service Provision | Indicate YES/NO |
| 1 | Provision of Electric |  |
| 1 | Provision of Gas |  |
| 1 | Provision of Water |  |
| 2 | Provision of Consultancy Services |  |
| 2 | Provision of Educational / Training Material |  |
| 2 | Carbon Reduction Services |  |
| 2 | Any “Other” Ancillary or Supportive Provision of Services |  |

# SECTION 2

# Unmarked and Marked

# Questions By Lot

**INDIVIDUAL QUESTIONS 1 to 6 ARE FOR INFORMATION AND ARE UNMARKED, BUT THE INFORMATION MUST BE PROVIDED FOR FIDELITY’S CLIENTS IN ORDER FOR YOU APPLICATION/BID TO BE CONSIDERED.**

**QUESTION SETS 7 AND 8 ARE A MIXTURE OF UNMARKED AND MARKED. PLEASE ANSWER ALL SUB-QUESTIONS WITHIN THESE QUESTION SETS FOR EACH LOT YOU ARE INTERESTED IN. QUESTION 7 APPLIES TO LOT 1 ONLY, QUESTION 8 APPLIES TO LOT 2 ONLY.**

# Proposed Subcontractors

The following information shall be used to identify all proposed sub-contractors and suppliers in your supply chain.

A Key Subcontractor is defined as one which is material to your bid, and has more than 25% of the Contract Price being delivered under this contract passing through to them. Key Subcontractors should also complete Appendix 1 and their response should be submitted with your bid

* This is unmarked and is for information only:

|  |  |  |
| --- | --- | --- |
| **MATERIAL TO BID – KEY SUBCONTRACTOR** | | |
| 1. Subcontractor Name, 2. Legal Entity and 3. Company Registration Number   – for Subcontractors Supporting the Bidding Model  *Add rows as required in this format* | Type of Goods/Services/Work being delivered / Capacity of involvement in this Bid | % of Contract Price being delivered |
| 1)  2)  3) |  |  |
| 1)  2)  3) |  |  |
| 1)  2)  3) |  |  |
| 1)  2)  3) |  |  |
| 1)  2)  3) |  |  |
| 1)  2)  3) |  |  |
| 1)  2)  3) |  |  |
| 1)  2)  3) |  |  |
| **NOT MATERIAL TO BID – SUPPORTING ROLE IN SUPPLY CHAIN** | | |
| 1. Subcontractor Name, 2. Legal Entity and 3. Company Registration Number   – for Subcontractors that are not material to bid  *Add rows as required in this format* | Type of Goods/Services/ Work being delivered / Capacity of involvement in this Bid | Total % of Contract Price being delivered  (*enter one total % for all subcontractors not material to bid) – if the total equals more than 33% start moving the higher individual %s into Material Bid regardless of whether they are below the % threshold indicated at the start of this question, until the total % below falls below 33%* |
| 1)  2)  3) |  |  |
| 1)  2)  3) |  |
| 1)  2)  3) |  |
| 1)  2)  3) |  |
| 1)  2)  3) |  |
| 1)  2)  3) |  |
| 1)  2)  3) |  |
| 1)  2)  3) |  |

# Service Levels and Performance Measures

Please indicate below any Service Levels or Performance Measures in addition to those contained within the main Invitation To Participate (ITP) document that you may wish to offer.

Please also where possible use the same format as provided in the ITP document.

This is unmarked and is for information only.

|  |
| --- |
| **ENTER BELOW IN THE SAME FORMAT AS THE SCHEDULE WITH SERVICE LEVELS AND PERFORMANCE MEASURES** |
|  |

# Insurance Policies

The required insurances shall be indicated in the SQ Documentation file.

It shall be assumed that the insurances indicated as part of your SQ response shall form the insurances for any resultant Contract, unless you indicate any variance in your bid below.

Copies of insurances shall be provided in the SQ Documentation Response zip file, or at any point during tender or contract when requested.

This is unmarked and is for information only – although it should be noted that insurance levels are set by Fidelity’s clients and not Fidelity, and so therefore if a Client expectation is for higher insurance than you can provide – a) you will be given the opportunity to provide the greater insurance or insurance levels, b) if you cannot or will not you cannot be considered for provision of supply.

Applicant to indicate here (Yes/No) that they intend to comply with insurance levels indicated: **Yes/No** ……….

If “No”, why not, and how you will mitigate this: ………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………..

|  |
| --- |
| **Variances from Insurance Levels indicated (enter the numbers being offered instead):** |
| [Applicant to delete this paragraph, and indicate any divergence from the insurances indicated at SQ stage. Insurances in excess of that asked for shall not invalidate your bid. Note any lesser amounts may invalidate your bid and cause rejection at the discretion of the Fidelity Energy if in the Fidelity Energy’s opinion it results in a material non-compliance, and your company is not willing to obtain insurances at the levels indicated] |

# Commercially Sensitive

The Applicant is to indicate a full record below of all parts of the Contract that they consider to be Commercially Sensitive.

|  |  |  |  |
| --- | --- | --- | --- |
| **Section Reference/Part of Contract** | **Clause Reference (if applicable)** | **Subject matter contained within Clause (what the identified part of the contract covers or explains)** | **Explanation as to why this shall be considered Commercially Sensitive** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

# Resources

The Supplier identifies Key Personnel below (main contacts for Fidelity Energy, and Clients)

This is for information only:

|  |
| --- |
| [delete this, but for each Key Personnel identified, provide:   * Name * Job title * Responsibility under contract * Likely method of employment * Reason for inclusion in contract * As-required, regular part-time, or full-time on contract * Primary location of work0 |

Key Personnel cannot be changed without the express prior permission of Fidelity Energy, and any connected Charges (if the charges are passed-through under this contract) can be recovered at a later date or withheld.

The Supplier or Applicant identifies all other Resource here:

|  |
| --- |
| [delete this, but for each role or person identified, provide:   * Name and/or job title * responsibility under contract * likely method of employment * reason for inclusion in contract * as-required, regular part-time, or full-time on contract * primary location of work) |

# Data Processing and Data Management

The Supplier provides their information execution plan, or data management plan, below to support and evidence how they will manage theirs, Fidelity Energy’s and the Client’s data under this Contract and Response

This is for information only:

|  |
| --- |
| * Expand as much as required * Provide in format of your choosing |

# Specific Question Set – Lot 1

**QUESTION SETS 7 AND 8 ARE A MIXTURE OF UNMARKED AND MARKED. PLEASE ANSWER ALL SUB-QUESTIONS WITHIN THESE QUESTION SETS FOR EACH LOT YOU ARE INTERESTED IN. QUESTION 7 APPLIES TO LOT 1 ONLY, QUESTION 8 APPLIES TO LOT 2 ONLY.**

**UNMARKED – QUESTIONS 7.1 to 7.15**

**MARKED – FROM QUESTION 7.16 ONWARDS**

|  |  |
| --- | --- |
| **7.1:** What is your company’s percentage success rate for delivering invoices in a timely and accurate manner (if known)?  ***Provide the figures requested.***  NOTE: THIS IS **INFORMATION ONLY**, and is not marked. | |
| Percentage Success: |  |
| Accuracy: |  |

|  |  |
| --- | --- |
| **7.2:** Please confirm your Company’s average success rate (in percentage terms) of registering MPANs and/or MPRs on time if known?  ***Provide the figures requested.***  NOTE: THIS IS **INFORMATION ONLY**, and is not marked. If it does not apply, enter “n/a”. | |
| Percentage Success: |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **7.3:** Fidelity Energy would like to receive offers between a supply term of <1 to 60 months (5 years) subject to review. If you can accommodate this please indicate below, but also, whether you can or not, indicate minimum and maximum supply terms per utility.  NOTE: THIS IS **INFORMATION ONLY**, and is not marked. | | | | |
| Utility | Please Indicate Supply Licence Provision  ***Indicate with an “X” on all that apply*** | <1-60 months  ***Indicate “Y” or “N”*** | Minimum Term  ***Indicate*** | Maximum Term  ***Indicate*** |
| **Half-Hourly** |  |  |  |  |
| **Non-Half Hourly** |  |  |  |  |
| **Gas** |  |  |  |  |
| **UMS** |  |  |  |  |

|  |  |
| --- | --- |
| **7.4:** Pending an acceptable credit assessment, what payment methods can your company accept for the payment of each invoice?  ***Indicate with as many “X”s as required in all relevant boxes that apply***  NOTE: THIS IS **INFORMATION ONLY**, and is not marked. | |
| DD |  |
| BACS |  |
| Cheque |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **7.5: I**s your company able to receive payment from Fidelity Energy, if we were structure a “tri-partite” agreement. This would incorporate a supply agreement directly with the end user, payment from the client to Fidelity Energy in advance, and payment from Fidelity Energy to the Supplier. The benefits of this is to assist multi-sites with a consolidated billing option  ***Indicate with a single “X” in the box that applies***  NOTE: THIS IS **INFORMATION ONLY**, and is not marked. | | | |
| Yes |  | No |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **7.6:** Many clients in public sector run a 30- day payment run. Additionally, Public Sector legislation now mandates in legislation (Section 68 of the Procurement Act 2023, with some exceptions) that for many clients under this Contract that payment must be made at a maximum of 30 days. Please detail what maximum payment terms your company will accept for the payment of each invoice  ***Indicate with as many “X”s as required in all relevant boxes that apply***  NOTE: THIS IS **INFORMATION ONLY**, and is not marked. | | | |
| 7 days |  | 14 days |  |
| 21 days |  | 30 days |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **7.7:** For all NHH and/or gas supply quotations, is your company able to include free AMR or Smart metering? (Please circle) and if not, what cost will it be?  ***1. Indicate with a single “X” in the “Yes” box, or indicate with an “X” in the No box and then provide the Cost; or 2. Indicate “N/a”***  NOTE: THIS IS **INFORMATION ONLY**, and is not marked. | | | |
| Yes |  | No |  |
| Not Applicable (N/a) |  | Cost: |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **7.8:** Is your company able to provide daily market update reports that we can re-use to send to our customers?  ***Indicate with a single “X” in the box that applies***  NOTE: THIS IS **INFORMATION ONLY**, and is not marked. | | | |
| Yes |  | No |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **7.9:** Please see Section 3 – “Method of Operation”: is your company able to offer a “no surprises clause”?  ***Indicate with a single “X” in the box that applies***  NOTE: THIS IS **INFORMATION ONLY**, and is not marked. | | | |
| Yes |  | No |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **7.10:** Can your company provide access to its entire product suite? and if so, what are they?  ***Indicate with a single “X” in the box that applies; if “Yes”, please explain what this consists of.***  NOTE: THIS IS **INFORMATION ONLY**, and is not marked. | | | |
| Yes |  | No |  |
| [Explain in this box if “Yes”] | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **7.11:** Please confirm that your company will accept a group termination letter and your company will apply termination to each and every contract listed, and the end date will determine the cancellation of the contract?  ***Indicate with a single “X” in the box that applies.***  NOTE: THIS IS **INFORMATION ONLY**, and is not marked. | | | |
| Yes |  | No |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **7.12:** Please confirm that when in possession of a valid Letter of Authority (signed and on the Client) termination can be applied in order that Client will be removed from a wider contract framework.  ***Indicate with a single “X” in the box that applies.***  NOTE: THIS IS **INFORMATION ONLY**, and is not marked. | | | |
| Yes |  | No |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **7.13:** With the basket of potential contracts that your company may win, Fidelity Energy does not envisage having “take or pay” clauses as the volume could be spread over the entire portfolio; is your company able to apply this principle?  ***Indicate with a single “X” in the box that applies.***  NOTE: THIS IS **INFORMATION ONLY**, and is not marked. | | | |
| Yes |  | No |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **7.14:** As clients will consist of a significant number of Public Sector organisations, please confirm your company can pre-authorise the client for credit purposes?  ***Indicate with a single “X” in the box that applies.***  NOTE: THIS IS **INFORMATION ONLY**, and is not marked. | | | |
| Yes |  | No |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **7.15:** Is your company able to adhere to the following Code of Practice, as described in Section 3  ***Indicate with as many “X”’s in all boxes that apply.***  NOTE: THIS IS **INFORMATION ONLY**, and is not marked.  NOTE2: This is a repeat of a marked question in Appendix 1, but it is also being reviewed here in case you do opt not to reply to Section 3 in your initial response | | | | |
| No invoices after 3 months means a minimum compensation payment of £50 to the client and £20 per month for each month thereafter for each utility | Yes |  | No |  |
| A query / complaint which lasts more than 90 days means a compensation payment of £100 to the client | Yes |  | No |  |
| If the fault of your company, non-registration of a supply contract means the client is compensated by your company so the client is not financially penalised? | Yes |  | No |  |
| That if a credit is proved to be on an account, then the refund will be paid to the client within the specified payment terms for invoices: | Yes |  | No |  |
| There will be no risk of disconnection unless in an emergency: | Yes |  | No |  |
| There will be no fee for a meter to be deenergised, disconnected or capped | Yes |  | No |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **7.16:**  **Elec/Gas:** Can you confirm your company holds a UK license to supply electricity and/or natural gas to de-regulated meters within England, Scotland & Wales (please tick if also Northern Ireland)? –  Water: Can you confirm your company holds a UK license to supply water to de-regulated meters within England, Scotland & Wales?–  ***Indicate with as many “X”s as required in all relevant boxes that apply***  NOTE: THIS IS A **PASS/FAIL QUESTION**; IF YOU CAN ONLY SUPPLY IN ONE OR A FEW CATEGORIES YOU MAY STILL BE ACCEPTED AS A PASS JUST FOR THAT SERVICE | | | |
| Electricity |  | Gas |  |
| Northern Ireland Electricity |  | Northern Ireland Gas |  |
| Water |  | Wastewater |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **7.17:** Due to the areas of operation and services provided by the Clients included within many Mini-Competitions (for example, blue-light services, educational institutions and many different types of Public Bodies) can your company guarantee not to disconnect a Client in ANY circumstances (unless there is a safety reason or similar emergency making it inadvisable to continue to supply)?  ***Indicate with a single “X” in the box that applies***  NOTE: THIS IS A **PASS/FAIL QUESTION**. | | | |
| Yes |  | No |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **7.17:** Fidelity offers clients a mixture of both fixed pricing for set periods, but also flexible pricing with on spot purchasing as required. Can you support both approaches (for clarity within flexible, a hybrid of a fixed floor amount topped up with flexible purchasing as-required at times of excess usage by the client)?  ***Indicate with a single “X” in the box that applies***  NOTE: THIS IS A **PASS/FAIL QUESTION, BUT YOU WILL ONLY FAIL IF YOU CANNOT PROVIDE EITHER BY LEAVING THE BOX BLANK.** | | | |
| Fixed |  | Flexible |  |

# Specific Question Set – Lot 2

**QUESTION SETS 7 AND 8 ARE A MIXTURE OF UNMARKED AND MARKED. PLEASE ANSWER ALL SUB-QUESTIONS WITHIN THESE QUESTION SETS FOR EACH LOT YOU ARE INTERESTED IN. QUESTION 7 APPLIES TO LOT 1 ONLY, QUESTION 8 APPLIES TO LOT 2 ONLY.**

**UNMARKED – QUESTIONS 8.1 to 8.7**

**MARKED – FROM QUESTION 8.8 ONWARDS**

**FOR QUESTION SET 7 SEE THE PREVIOUS SECTION**

|  |  |  |  |
| --- | --- | --- | --- |
| **8.1:** Lot 2 contains a number of additional services, such as general carbon reduction consultancy, but as additional services capable of being varied into Stage 2 Contracts/services in-scope, are you willing to consider any of the following:  ***Indicate with multiple “X”s in the boxes that apply***  NOTE: LEAVE BLANK IF YOU WILL NOT PROVIDE CARBON REDUCTION SERVICES. | | | |
| Compliance and Legislation |  | Commercial Energy Audits and Assessment |  |
| Certification and Authoring Review |  | Training (Corporate) |  |
| Carbon Reporting |  | Training/Lessons (Schools, subject to Safeguarding requirements of Client) |  |
| Anything Else (Explain Here): | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **8.2:** If visits to Client premises are required, are you prepared to ensure you understand all the Client’s policies and requirements pertaining to visits to site and complying fully?  ***Indicate with a single “X” in the box that applies*** | | | |
| Yes |  | No |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **8.3:** Can your Company provide Schools Monitoring equipment as outlined in Section 2 of the main Agreement?  ***Indicate with a single “X” in the box that applies; if “Yes”, please explain what this consists of.*** | | | |
| Yes |  | No |  |
| [Explain in this box if “Yes”] | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **8.4:** Can you provide any Goods (e.g. equipment) as a value-added offering to be delivered to end-clients? And what would these be?  ***Indicate with a single “X” in the box that applies; if “Yes”, please explain what this consists of.*** | | | |
| Yes |  | No |  |
| [Explain in this box if “Yes”] | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **8.5:** Can you provide any Services beyond those listed on the front page of this document under Lot 2 / listed as “other” (e.g. exhibition support, for example) as a value-added offering to be delivered to end-clients? And what would these be?  ***Indicate with a single “X” in the box that applies; if “Yes”, please explain what this consists of.*** | | | |
| Yes |  | No |  |
| [Explain in this box if “Yes”] | | | |

|  |
| --- |
| **8.6:** Please explains any offers/provisions you have used historically in provision of similar such services, and whether this could also be provided to us (or an equivalent/alternative)  ***Indicate with a single “X” in the box that applies***  NOTE: THIS IS **FOR INFORMATION ONLY AND IS UNMARKED; A “NO” WILL NOT DISQUALIFY YOU FROM CONSIDERATION** |
| **Explain Here (no word limit, appendices allowed):** |

|  |  |  |  |
| --- | --- | --- | --- |
| **8.7** Do you offer any training, teaching or learning with equipment provided?  ***Indicate with a single “X” in the box that applies***  NOTE: THIS IS **FOR INFORMATION ONLY AND IS UNMARKED; A “NO” WILL NOT DIPSQUALIFY YOU FROM CONSIDERATION** | | | |
| Yes |  | No |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **8.8 :** Are you prepared to increase the Professional Indemnity insurance for this particular lot to the Client’s requested amount, providing that amount is never any greater than £5m:  ***Indicate with a single “X” in the box that applies***  NOTE: THIS IS A **PASS/FAIL QUESTION**. | | | |
| Yes |  | No |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **8.9:** Can you confirm the types of consultancy you are willing to provide in addition to carbon reduction consultancy –  ***Indicate with as many “X”s as required in all relevant boxes that apply***  NOTE: THIS IS A **PASS/FAIL QUESTION**; IF YOU CAN ONLY SUPPLY IN ONE OR A FEW CATEGORIES YOU MAY STILL BE ACCEPTED AS A PASS JUST FOR THAT SERVICE | | | |
| Compliance and Legislation |  | Commercial Energy Audits and Assessment |  |
| Certifications and Authoring Review |  | Training (Corporate) |  |
| Carbon Reporting |  | Training/Lessons (Schools, subject to Safeguarding requirements of Client) |  |
| Anything else (please explain here): | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **8.10** Can you and will you comply with all Client policies if visiting their premises or otherwise working on their requirements (e.g. health and safety, visiting, safeguarding, and anything else applicable as reasonably requested by Client?)  ***Indicate with a single “X” in the box that applies***  NOTE: THIS IS A **PASS/FAIL QUESTION**. | | | |
| Yes |  | No |  |
| **8.11** Can you and will you comply with all Client policies if visiting their premises or otherwise working on their requirements (e.g. health and safety, visiting, safeguarding, and anything else applicable as reasonably requested by Client?)  ***Indicate with a single “X” in the box that applies***  NOTE: THIS IS A **PASS/FAIL QUESTION**. | | | |
| Yes |  | No |  |

# Pricing – Both Lot 1 and Lot 2

Please use the box below to submit *indicative* pricing only, in a format of your choosing. This is for information only at Stage 1; at Stage 2 you will be asked for pricing in Fidelity’s own format and any award decision for a call-off will be made at this stage.

|  |
| --- |
| **Insert Pricing in your own format below:** |
| **Lot 1 -**  **[insert in your own format]**  **Lot 2 -**  **[insert in your own format]** |