**Document 8**

**MANAGEMENT ARRANGEMENTS**

1. **Service Principles**
   1. The Delivery Organisation will be expected to design and deliver the Services according to the following service principles

* Agility - The timescales for delivery are challenging and the Delivery Organisation must be able to respond with speed and provide a professional and quality service.
* Scalability - This project is about driving demand in the Domestic Low Carbon sector, encouraging economic recovery from the Covid Pandemic, whilst reducing the numbers of poor-quality cold homes and associated fuel poverty, and address the country’s carbon emissions. Demand will be created through creative and effective marketing, smooth customer journey handling and quality installations. This must be managed by the Delivery Organisation.
* Resilience - The Delivery Organisation must be able to cope with service disruption from bad weather, national or localised Covid-19 out-breaks and/or restrictions or from issues with parts of the supply chain by having appropriate contingency plans in place.
* Flexibility - Certain variables in the Contract are outside the control of both the Authority and the Delivery Organisation. The Delivery Organisation will need to be able to respond flexibly to any changes put forward in legislation or reasonable requests from the Funder.

1. **Monthly Performance Report**
   1. The Delivery Organisation must provide as a minimum a Monthly Performance Report.
   2. If possible, the Authority would also request the ability to review or query real-time information, subject to ability of the Delivery Organisations database.
   3. The Monthly Performance Report must include data on performance against delivery, quality, service, financial and safety metrics. More information on the exact requirements will be agreed during the mobilisation period.
   4. The Monthly Performance Report must include both data for the month to which it relates and trend analysis utilising previous months’ data.
   5. The Monthly Performance Report must follow any requested guidelines from the Authority. These are likely to be flow down requests directly from the Funder. Where possible, replication of appropriate reporting documentation will be shared with the Delivery Organisation to be used for Monthly Performance Reporting.
   6. The Monthly Performance Report must be in such format as directed by the Authority Project Manager. The Monthly Performance Report must be provided by the date agreed with the Project Manager to enable review prior to performance meetings. These dates will be determined after appointment.
   7. The detail to be included in the Monthly Performance Report shall be as agreed between the Authority and the Delivery Organisation. The detail must be sufficient to measure the performance of the Contract against all KPIs. It must also provide all Management Information as requested.
   8. Where the Monthly Performance Report shows a negative trend, the Delivery Organisation will be expected to provide quantitative analysis narrative explanation, as appropriate, to accompany the Monthly Performance Report.
   9. Narrative explanation should include (but is not limited to):

* The Delivery Organisation’s work with the supply chain to cascade performance data, KPIs and other Service Levels appropriately to drive up performance
* The Delivery Organisation’s work to ensure all Customers are tracked and managed appropriately, whether or not they get an Installation. This starts with marketing and lead-generation. The Delivery Organisation will provide updates on all activity to market the project, call numbers and engagement with the Delivery Organisation or its sub-contracted referral service.
* The performance report will measure volumes of Customers in progress and Cancelled, as well as Completed Installations. The Authority requires assurance that each Customer is being actively managed and that the Delivery Organisation knows what happened to each Referral.
* The Delivery Organisation’s work to focus on prompt delivery, so as to keep to a minimum any Customer queries, attrition, and complaints.
* Steps taken by the Delivery Organisation to reduce attrition, including analysis of attrition reasons. These reasons can improve performance by focusing the Delivery Organisation on managing and reducing Customer dependencies and other barriers to delivery
  1. The Delivery Organisation must attend monthly performance review meetings with the Authority at which the Monthly Performance Report is discussed and reviewed, together with any accompanying documentation.
  2. All costs associated with the provision of performance reports and attending the monthly meetings shall be the responsibility of the Delivery Organisation.

1. **Performance Review** 
   1. If the Delivery Organisation’s performance is such that no payment would be due in respect of performance-related Delivery Organisation Fees for any KPI then the Delivery Organisation must submit an improvement plan detailing the actions to be undertaken to improve the future performance. The improvement plan is to be submitted with the Monthly Performance Report covering the second consecutive month.
   2. If the improvement plan is unacceptable to the Authority, or if the poor performance persists for a further month, then a separate meeting will be held between the senior management of the Delivery Organisation and the Authority to discuss the actions to be taken to rectify the situation. The Delivery Organisation will be liable for the cost of any actions arising as a result of the meeting, including the costs of engaging third parties if necessary.
   3. If the Delivery Organisations performance is unable to achieve the required volumes at the quality standards required, the Authority may consider allocation of some or all funds to a different LEP area.
   4. If a different LEP Delivery Organisation is exceeding targets, and is on track to continue to do so, the Authority may decide to apportion some of the funds from an under-performing area to a different LEP area to ensure the overall programme is successful.
   5. In relation to clauses 3.3 and 3.4 this will not be undertaken without review of an improvement plan.
2. **Not Used**
3. **Data Handling and information for partners**
   1. The Delivery Organisation may be required to provide appropriate information in aggregate or at a Customer level to partner organisations, for example the Quality Assurance and Audit Agent, to facilitate the execution of their functions.
   2. All data and reports which are supplied electronically will be supplied in a format which is compatible with the software utilised by the Authority, the Quality Assurance and Audit Agent, as applicable. The Delivery Organisation must ensure all electronic files to be submitted to the Authority are free of viruses.
   3. The Authority requests that all secure data transfer is via MS Teams. This will be set up during the Mobilisation period.
   4. The Delivery Organisation must provide data and reports to the Authority in an editable electronic format, on request.
   5. For the purposes of the General Data Protection Regulations (2018), the Authority is the Data Controller and the Delivery Organisation the Data Processor for the purposes of this Contract
   6. Customer’s personal data will only be used to:

* process their eligibility;
* carry out work under the Contract;
* where appropriate take part in any third-party monitoring and evaluation; and
* submit various data to appropriate agencies by or on behalf of the Authority
  1. The Delivery Organisation must make Customers aware of these uses through the provision of their Privacy Statement to be agreed with the Authority.
  2. The cost of data management and reporting is to be included in the Delivery Organisation Fees.

1. **Meetings**
   1. The Delivery Organisation will be expected to meet with the Authority Project Manager on a monthly basis to discuss and review the performance of the Contract, as per paragraph 2 of this Schedule 4.
   2. The Delivery Organisation must organise regular meetings with their sub-contractors and other companies in the supply chain in order to address their concerns, highlight good practice and promote service improvement.
   3. The Delivery Organisation may be required to provide appropriate information in aggregate or at a Customer level to partner organisations, for example the Quality Assurance and Audit Agent, to facilitate the execution of their functions.
   4. Prior to the final payment, the Delivery Organisation must seek feedback from their sub-contractors on the project. The detail of this will be discussed with the Authority to agree what information can usefully be collected
   5. The Delivery Organisation may be required to undertake other ad hoc visits to the Authority (3 Rivergate, Bristol, BS1 6EW) to discuss or promote the operation of the Contract.
   6. All costs incurred by the Delivery Organisation in attending such meetings will be the responsibility of the Delivery Organisation.
2. **Quality Assurance**
   1. The Delivery Organisation may use other funding sources to support different measure upgrades at the same property.
   2. The Delivery Organisation is to comply with the quality management requirements of PAS 2035.
   3. The Delivery Organisation must comply with any relevant legislation, rules, or regulations as in force at the time of carrying out any works.
   4. The Delivery Organisation must make arrangements for Inspections. Every Installation must be inspected in line with the PAS2035 process.
   5. The Delivery Organisation must ensure that Inspections are conducted independently of any individual or company involved in the delivery of the Installation being inspected. The Delivery Organisation must retain records of every Inspection and report to the Authority on its findings. The Delivery Organisation must drive continuous improvement by sharing any lessons from Inspections with those involved in the delivery of works.
   6. Where, whether through a Complaint, Inspection or other means, the Delivery Organisation becomes aware of serious concerns about the service or work provided by a member of the supply chain, in-house staff, or a particular individual in respect of the Contract, the Delivery Organisation shall take all reasonable steps to ensure such concerns are addressed. This may include terminating arrangements with parts of the supply chain or requiring that particular individuals are not deployed to deliver services or work under the Contract.
3. **Quality Assurance and Audit Agent**
   1. The Authority will appoint (via a separate procurement) a Quality Assurance and Audit Agent.
   2. The Authority will consult the Delivery Organisation in relation to the scope of any audit of the Delivery Organisation’s operation but the decision of the Authority in respect of the scope is final.
   3. The Authority will give the Delivery Organisation the opportunity to comment on any audit report in respect of the Delivery Organisation’s operation and, in particular to highlight any mitigating circumstances in respect of any failure. The Quality Assurance and Audit Agent will be required to have due regard to any such comments made but the findings of any audit report, after having such regard, are final and binding on the Delivery Organisation
4. **Other Monitoring Data**
   1. The Authority will have access to data provided by the Delivery Organisation to supplement invoices, which will be used to cross-check some of the performance data submitted on the Monthly Performance Report.
   2. The Authority will undertake randomised monitoring of data reported and collected to complete customer installations to provide assurance to the Funder that no fraudulent activity is occurring in the delivery of this Contract.
   3. The Funder has requested in-situ testing and monitoring occur at 200 properties across England. This equates to a minimum of 40 across the South West Energy Hub area. The number anticipated within each Lot will be based on the total delivery number and value of the contract. Refer to Lot information for more detail.
   4. The Delivery Organisations Role will be to:

* Providing allowance within their Privacy Policy and Data Sharing Agreement to allow the Funder and their Contractors to access customer data
* To encourage clients to participate in the research
  1. To facilitate the research process by providing the Funders contractors with client details who have agreed to participate in the research.
  2. 8.0A LADs2 Document 8 Appendix A Management Structure – Monitoring Requirements provides outline information on the monitoring and evaluation programme.

1. **Equality Monitoring Questions**
   1. The Delivery Organisation will be required to gather the information detailed in Annex 8B, for all customers they make contact with, regardless of whether a referral is converted into an installation.
   2. This information, anonymised, will be provided to the Authority monthly and as a completed set of information at the end of the contract so that equalities monitoring evaluation can be undertaken by the Authority.
2. **Continuous Service Improvement**
   1. Both Parties acknowledge the need for continuous improvement over the duration of this Contract and that the Authority has paid the Delivery Organisation for resources that are expected to deliver service improvement.
   2. During the period of the Contract, the Delivery Organisation shall be required to make proposals to the Authority which will:

* improve the Services
* improve technology or methodology used in connection with the Services
* improve the regional skill capability in the delivery of energy efficiency measures; and
* reduce costs, including, where appropriate, consequent reductions in prices charged to the Authority
* The Delivery Organisation must put in place a process to capture, assess, report, and make recommendations to the Authority on initiatives and proposals for continuous improvement in the provision of the services
  1. Examples of sources of initiatives may include, but are not restricted to:
* Customer feedback and documentation
* Service Level reporting
* project lessons learned
* technology developments and new skills in the sector
* governance
* benchmarking; and
* internal audit

1. **Communicating with customers**
   1. In this paragraph, literature means all communications from the Delivery Organisation in the form of:

* any leaflets or brochures provided to the Customer in support of the Contract
* all standard letters issued to Customers; and
* Customer satisfaction surveys
  1. The Delivery Organisation must clear all literature required from the Commencement Date with the Authority during the Mobilisation Period. Any subsequent changes to literature must be cleared with the Authority prior to issue. The cost of any changes required by the Authority will be met by the Delivery Organisation.
  2. All literature must be in plain English minimising the use of any technical jargon or reliance on abbreviations, highlighting any key facts and deadlines to Customers.
  3. All literature will be as inclusive as is practically possible.
  4. The Delivery Organisation must adapt or modify the form or manner of communication to assist Customers with specific communication needs. This must consider the specific requirements of protected individuals under the Equalities Act 2010.

1. **Complaints**
   1. The Delivery Organisation will be required to investigate Complaints and respond to complainants.
   2. The Delivery Organisation will be required to register, categorise, and record all Complaints received against the Delivery Organisation or supply chain. The Delivery Organisation must acknowledge all Complaints in writing. The Delivery Organisation must provide the Authority with a detailed procedure for complaints resolution. Complaints performance will be reported in the Monthly Performance Report and the Delivery Organisation must be able to advise as to the status of any given complaint on request from the Authority.
   3. The Delivery Organisation must put in place a mechanism for escalating Complaints appropriately and for handling correspondence and Complaints from public figures (MPs, Councillors and Mayors) at an appropriate level.
2. **Complaints: Definition**
   1. Any communication from a Customer which meets any of the following criteria shall be classed as a Complaint:

* any communication identified by the Customer as a complaint
* any behaviour by an individual employed by the Delivery Organisation, or by one of their sub-contractors as being aggressive, misleading, or pressurised
* any query or concern about the quality and/or performance of installed Measures
* any query or concern that the installation process or an installed Measure has damaged any part of the Dwelling
* any query or concern about the aesthetics, appearance of installed Measures or ancillary work
* any query or concern about the delivery of materials and disruption caused to the household;
* any query or concern about any part of the service delivery, including the Application, Assessment, Advice, Installation or Inspection process, delivery timetables, letters to the Customer and any billing for a Customer contribution;
* any query or concern about any communications, or failure to communicate, through telephone, electronic means, letter, or face to face, including the behaviour of anyone, including those in the supply chain, involved in the delivery of the service; and
* any query or concern about Customer care or health and safety, not limited to but including specific behaviours around Covid-19 safety by the Delivery Organisation’s staff or any sub-contractors appointed by the Delivery Organisation.
  1. Where a Customer raises more than one query or concern relating to different areas of service or delivery, these shall be treated as separate Complaints.

1. **Complaints: Handling**
   1. The Delivery Organisation shall put in place a system for handling Complaints, which shall be defined and monitored centrally, be transparent, be easily accessible to Customers and be well publicised.
   2. The Delivery Organisation shall put in place and maintain a free to call telephone service for handling Complaints, in line with the requirements in the Specification and Service Levels (Document 5 – Specification Section B Customer Journey Annex 1). Details of the free to call telephone service will be provided to all Customers on initial contact.
   3. All Complaints will be logged and given a unique sequential reference number.
   4. All Complaints shall be acknowledged in writing within 2 Working Days.
2. **Complaints: Resolution**
   1. Within 5 Working Days from receipt of the Complaint, the Delivery Organisation must write to the Customer advising the action that will be taken to resolve the Complaint and the timetable for doing so. Where this is not possible, the Delivery Organisation shall keep the Customer updated (in writing) every 5 Working Days.
   2. The Delivery Organisation must arrange for a visit to the affected Dwelling within 24 hours of a Complaint, where the Complaint relates to:

* any query or concern about the quality and/or performance of installed Measures such that it would have a significant impact on the Dwelling or its occupants; or
* any query or concern that the installation process or an installed Measure has damaged any part of the Dwelling
  1. The visit may be conducted by the Installer, Delivery Organisation, or appropriate third-party acting on the Delivery Organisation’s behalf. The visit must determine the actions necessary to rectify the situation. The actions identified must be completed as soon as possible.
  2. At least 90% of Complaints where the visit confirms that there is a significant impact on the Dwelling, or its occupants, shall be rectified within 24 hours of the initial Complaint being made. Where the matter of the Complaint affects the household’s ability to heat the Dwelling satisfactorily and this cannot be resolved within 24 hours of the initial Complaint, then the Delivery Organisation must provide, at the Delivery Organisation’s expense, safe portable heating to be made available for the Customer’s use until the system is repaired and working.
  3. Where the Complaint relates to any query or concern that the Installation process or an installed measure has damaged any part of the Dwelling, the remedial work must be completed within 5 Working Days. In order to minimise disputes about damage to adjacent or property outside the scope of the works, the Delivery Organisation would be prudent to ensure there is sufficient photographic and recorded evidence of the condition of the building prior to any installation.
  4. The remedial work must be completed to the standards set out in the Contract and to the satisfaction of the Customer.
  5. Within 5 Working Days of the completion of the remedial work, the Delivery Organisation must inspect the Installation. This process will be repeated until the Installation passes Inspection. The Delivery Organisation must keep a record of the remedial work required. The Delivery Organisation must report to the Authority on a case-by-case basis any Installations which fail Inspection more than once.
  6. The Delivery Organisation must put in place a policy whereby Customers are offered compensation if they are significantly inconvenienced by an avoidable failure to comply with Contract terms by the Delivery Organisation. The Delivery Organisation will provide a copy of this policy to the Authority and must ensure that this policy is fairly and consistently applied.

1. **Complaints: Reporting**
   1. The Delivery Organisation shall report monthly to the Authority on the number and nature of Complaints received, source of the Complaint, and the average time taken to resolve Complaints. All situations where Complaints cannot be resolved within the timescales set out above shall be reported to the Authority within the Monthly Performance Report. The Complaints procedure will be subject to quality assurance by the Quality Assurance and Audit Agent appointed by the Authority.
   2. All work in monitoring and resolving Complaints shall be completed at no additional cost to either the Customer or the Authority.
2. **Customer Satisfaction**
   1. Between 10 to 20 Working Days after the end of the completion of the Customer Journey (his includes customers who exited the process prior to an installation as well as Customers who had energy efficiency improvements), the Delivery Organisation will arrange for a Customer satisfaction survey (using the Customer’s preferred means of communication) to be undertaken. The survey will obtain, amongst other things, the Customer’s opinion on their level of satisfaction with:

* communications from the Delivery Organisation
* the courtesy and respect shown by Office staff and Energy Advisors
* Assessors, Retrofit Coordinators, Installers, and Inspectors
* the quality of the advice they received
* the choice of Measures offered to them
* the quality and operation of the Measures provided; and
* the quality of the workmanship
  1. The survey will also seek an overall assessment of satisfaction from the Customer on the following five-point scale, by asking:

“Overall, how satisfied were you with the service provided by [Delivery Organisation name]?”

• Very dissatisfied

• Dissatisfied

• Neither satisfied nor dissatisfied

• Satisfied

• Very satisfied

* 1. The Delivery Organisation must develop and maintain all Customer satisfaction survey material.
  2. The results of the surveys will be reviewed by the Delivery Organisation monthly and used to initiate service improvements. The data recorded through the surveys, the outcome of the reviews and the improvements identified must be reported to the Authority within the Monthly Performance Report.
  3. The minimum completion rate on Customer satisfaction surveys must equal or exceed 10% (surveys completed, out of surveys offered) per month. If the rate of return falls below 10% within a month, this will trigger a review by both parties.

1. **Mobilisation Plan**
   1. The Mobilisation Period is the time from the date of signature of the Contract to the Commencement Date.
   2. The tenderer must submit a Mobilisation Plan with sufficient supporting material, which must include a detailed timetable, programme plan and activity schedule, as part of the Technical Response Document.
   3. The Mobilisation Plan must set out how the Key Individuals (Document 8 – Appendix A – Management Structure) will be involved in delivery of the Mobilisation Plan.
   4. The Mobilisation Plan must include clearly identified stages, milestones and quality gateways and a proposal for reporting to the Authority on progress against these. This proposal must include the evidence which could be available to the Authority on request in order to confirm that each milestone has been met.
   5. The tenderer must explain how they propose to project manage the Mobilisation Plan, illustrating practical project stages with important end of stage events set out with quality assurance review and approval processes described. The use of stage and event configuration control will assist in understanding the tenderer’s project specific solution.
   6. The Mobilisation Plan must set out clearly the interdependencies and sequencing of activities so that the impact of missing any milestone is clear.
   7. The Mobilisation Plan must set out how all parts of the supply chain required to deliver services under the Contract will be put in place, including labour and materials ordering, delivery, and waste disposal.
   8. The Mobilisation Plan must set out how the ICT solution proposed by the tenderer will be specified, developed, tested, and deployed including any software licences that may be necessary (e.g., RdSAP) or any updates to an existing ICT solution if required to meet the demands of the Contract. The Mobilisation Plan must set out how the Delivery Organisation will demonstrate to the Authority that the ICT is fit for purpose, for example through sample testing, robust reviews, and rigorous assertion of quality assured processes. The proposed solution must be evidenced as being capable of initiating, recording, managing, and controlling activities and events in support of all the requirements of the Contract, including all performance information and reporting for the Authority.
2. **Mobilisation Support**
   1. The Authority recognises that the Delivery Organisation will need particular support during the Mobilisation Period, for example in resolving points of detail around data requirements. Equally, the Authority expects openness and transparency from the Delivery Organisation with regard to any risks or issues with delivering against the Mobilisation Plan. Representatives from the Authority would expect to meet the Manager responsible for the Transition (Document 8 – Appendix A – Management Structure) and any other relevant personnel from the Delivery Organisation on a weekly basis during the Mobilisation Period to answer queries, monitor progress and troubleshoot.
3. **Mobilisation Readiness review**
   1. Where the Authority considers that the Delivery Organisation is unlikely to adhere to the timetable set out in the Mobilisation Plan, based on either a failure to meet significant milestones to date or a report by the Quality Assurance and Audit Agent, the Authority may require the Delivery Organisation to submit a revised Mobilisation Plan and may alter the Commencement Date.
4. **Variation in Scope**
   1. The Authority may amend the Contract to reflect any changes in the requirements of PAS 2035 or other relevant standards, legislation, rules, or regulations. Where there is a cost implication to the amendment which was not foreseeable at the time of Contract Award, the Delivery Organisation may seek a variation in affected prices.
5. **Invoicing**
   1. In accordance with clause Schedule 4 of the Contract, the Delivery Organisation must maintain records of all invoices submitted by any sub-contractors and make these available on request to the Authority, or their representatives, for audit purposes.
   2. The Authority reserves the right to refuse payment of invoices submitted more than two months after the end of the end of the Contract. The Delivery Organisation must make such arrangements with any subcontractors as are necessary so that the Delivery Organisation can invoice the Authority within this timeframe.
   3. The Delivery Organisation must put in place arrangements for secure electronic transfer of invoices to the Authority in compliance with the reasonable requirements of the Authority.
   4. The Delivery Organisation must ensure that invoices are validated prior to submission to the Authority, meaning that the data fields on the invoices are compliant with reasonable requirements of the Authority. For example, that dates are expressed in a particular format.
   5. The Delivery Organisation must put in place arrangements for ensuring that invoices are compliant with the Contract and Regulations prior to submission and that any deductions or other rules are applied to any relevant Installations. For example, any rules which reduce the amount of grant for which a Dwelling is eligible must be applied and the invoiced amount capped accordingly.

**Annex 8A [Not Used]**

**Annex 8B**

**Equality and Diversity Monitoring Form**

**NB.**

1. Always list the categories in alphabetical order
2. Always include the option ‘*Prefer Not To Say*’ at the end of each set of categories.
3. Always include a reason why these questions are being asked. There is no one set of wording that is used, however, informing people why they are being asked (i.e., so we can check that the service is being delivered to and is accessible to all) is important.

Examples are:

“…By answering the following questions, you will help us ensure we give a good and fair service to everyone. Your answers will be treated as confidential…”

“…We will use your responses to help improve our understanding of needs, improve our services and raise our standards. All your answers will be treated in the strictest confidence and will only be used to monitor and help improve our services...”

“…Monitoring data enables us to identify how we could potentially improve our services to you in the future…”

“…It is important to understand the different types of communities who use our services, and it is only by asking you these questions that we can be confident we are meeting your needs…”

Standard categories are as follows

**Gender**

***Are you?***

* Female
* Male
* Other
* Prefer not to say

**Age**

***What is your age?***

* 16 to 24
* 25 to 34
* 35 to 44
* 45 to 54
* 55 to 64
* 65 to 75
* Over 75
* Prefer not to say

**Disability**

***Do you consider yourself to be disabled? (please tick all that apply)***

* No
* Yes - Physical impairment
* Yes - Sensory impairment
* Yes - Mental health condition
* Yes - Learning disability/difficulty
* Yes - Long standing illness or health condition
* Yes - Other (please state)
* Prefer not to say

**Ethnicity**

***Please tell us your ethnic origin***

* Arab
* Asian/Asian British – Bangladeshi
* Asian/Asian British – Indian
* Asian/Asian British – Pakistani
* Asian/Asian British – Chinese
* Asian/Asian British – Other (please state)
* Black/African/Caribbean/Black British – African
* Black/African/Caribbean/Black British – Caribbean
* Black/African/Caribbean/Black British – Other (please state)
* Gypsy or Traveller of Irish Heritage
* Mixed/Multiple Ethnic Groups – White & Asian
* Mixed/Multiple Ethnic Groups – White & Black African
* Mixed/Multiple Ethnic Groups – White & Black Caribbean
* Mixed/Multiple Ethnic Groups – Other (please state)
* White – English/Welsh/Scottish/Northern Irish/British
* White – Irish
* White - Roma
* White – Other (please state)
* Other ethnic group (please state)
* Prefer not to say