

**NATIONAL FIRE CHIEFS COUNCIL (‘NFCC)**

**CALL-OFF TERMS AND CONDITIONS OF CONTRACT**

**(REF: NFCC-FMC-623)**

**relating to the Provision of Decarbonisation Consultancy Services to the Bluelight Sector**

**SCHEDULE 1**

**SCOPE OF SERVICES**

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**INTRODUCTION**

* 1. The purpose of this Schedule 1 (Scope of Services) of the National Decarbonisation Consultancy Services Call-off Contract (the ‘Call-off Contract) is to:
* set out the baseline general technical specification requirements and quality standards, which shall be applicable to all Work Orders to be entered into by Additional Client Organisations, as well as to the service delivery obligations that the Consultant is assuming pursuant to the Call-off Contract;
* define the national service delivery model and governance structure to be implemented for the purpose of ensuring that the Consultant is able to deliver all Work Orders on the basis of a cohesive operating model and manage such Work Orders in the most efficient and effective manner;
* describe the key characteristics of the national decarbonisation operating model as well as the specific technical requirements that may form part of the specification of any one of the Work Orders to be commissioned under the Call-off Contract; and
* set out the contract management procedures and the Performance Measurement Framework (‘PMF’) that will be applied throughout the contract term (including any extensions) at a national and at an individual Work Order level for the purpose of managing and monitoring the Consultant’s performance against all technical requirements and quality standards set out in this Schedule 1.
	1. The primary strategic drivers of the Call-off Contract, which is commissioned by the National Fire Chiefs Council (the ‘NFCC’) Procurement Hub and the Facilities Management (’FM’) and Construction National Strategic Task and Finish Group on behalf of the NFCC, also referred to as ‘Client Organisation’, are:
	2. Implementing a ‘National Decarbonisation Strategy’ in accordance with the Home Office Fire Priority of establishing and rolling out a national strategy or set of national strategies for estates;
	3. Aggregating demand across Fire and Rescue Services to bring better commercial, operational and financial results (including but not limited to cashable and process savings);
	4. Establishing a national decarbonisation operating model which fully supports the seamless and cohesive application of standardised practices; and
	5. Promoting and delivering opportunities for collaboration across the Bluelight sector.
	6. This Schedule 1 (Scope of Services) also sets out the relevant parties’ roles and responsibilities in relation to all service elements required to be delivered by the Consultant in accordance with the main body and Schedule 2 (Consultant’s Programme Proposal) of the Cal-off Contract. All requirements and standards contained within this Schedule 1 shall be automatically extended and applicable to the Consultant’s supply chain (as engaged by the Consultant pursuant to the Client Organisation’s approval) and it shall be the Consultant’s sole responsibility to ensure that their selected supply chain (including but not limited to sub-consultants, regardless of whether these are internal to the Consultant’s parent company group or external) fully comply at all times with this Schedule 1.
	7. For the avoidance of any doubt, all consultancy services to be commissioned by an Additional Client Organisation pursuant to a Work Order must fall within the scope of part 1 (General Requirements – Ability to Deliver) of the Pagabo Professional Services in Construction Framework Agreement Specification, which can be found attached to this Schedule 1 as Annex A.
	8. All policies, processes, procedures, records, registers, plans, assessments and so forth required to be produced, maintained, updated and communicated by the Consultant, the Client Organisation and/or any one of the Additional Client Organisations in accordance with this Schedule 1 and the Call-off Contract (main body and all schedules, annexes and appendices as relevant) must be in writing and available in an electronic format.
	9. Any reference to ‘Additional Client Organisation’ shall have the meaning of ‘any Additional Client Organisation’, whereas any reference to ‘Additional Client Organisations’ shall have the meaning of ‘all Additional Client Organisations. Any reference to ‘Consultant staff’ shall have the meaning of Consultant staff, Sub-Consultant staff and any other staff brought in by the Consultant (either on a temporary or permanent basis) or any one of its Sub-Consultants for the purpose of delivering the services under any one or all of the Work Orders commissioned pursuant to the Call-off Contract.
	10. Where the Consultant engages the use of Sub-Consultants in connection to the delivery of consultancy services to Additional Client Organisations, the Consultant shall be solely responsible for ensuring that appropriate sub-contracting arrangements are put in place in writing and that the Consultant’s obligations and responsibilities under the terms of the Call-of Contract in its totality shall be flown down to all such sub-contracting arrangements.

**PART A – GENERAL SERVICE DELIVERY REQUIREMENTS**

1. **Consultant Staff Requirements**

***Vetting and Approval of Consultant Staff***

* 1. Prior to entering into a Work Order pursuant to Schedule 3 of the Call-off Contract and as part of the Consultant’s Work Order Proposal, Additional Client Organisations shall require to be provided with appropriate documentation evidencing the capability, expertise and experience of all Consultant staff who the Consultant is proposing to involve in the delivery of services in respect of such Work Order. Appropriate documentation shall include a biography of the relevant Consultant staff, copies of their Curriculum Vitae (‘CV’), educational and Continuous Professional Development (‘CPD’) qualifications, copies of certificates and so forth.
	2. Additional Client Organisations shall approve as competent, capable and with relevant experience the Consultant staff proposed to be engaged in the delivery of the services under such Additional Client Organisation’s Work Order by way of signing off the Consultant’s Work Order Proposal. Where an Additional Client Organisation (acting reasonably) has concerns relating to the expertise or capability of a Consultant staff, it may seek to obtain additional assurances and, in some cases, further evidence from the Consultant’s Representative as to the competencies of the relevant Consultant staff.
	3. Due to the critical nature of the infrastructure and the sensitive nature of the data that shall be made available to Consultant staff in the course of service delivery pursuant to a Work Order, individual Additional Client Organisations reserve the right to request the Consultant to evidence that Consultant staff have been recruited in accordance with the vetting standards set out below:
* Basic Disclosure and Barring (DBS) check;
* Immigration status and right to work; and
* Pre-employment checks and references for the preceding three (3) years of employment.
	1. In any case, the Client Organisation’s Representative reserves the right to request, and the Consultant shall comply with such request, copies of the Consultant’s recruitment and staff vetting policies.

***Consultant Staff Compliance with Performance Standards and Ethical Behaviour Policies***

* 1. The Consultant shall be responsible for ensuring that all Consultant staff act in a courteous and respectful manner at all times, they maintain a clean and professional appearance when visiting any one of the Additional Client Organisations’ sites and deliver the services commissioned pursuant to the Call-off Contract and individual Work Orders having due regard and understanding of the required quality and performance standards. Any Consultant staff who is found to be in breach of the provisions contained within this paragraph 1.1 and/or in breach of an Additional Client Organisation’s site rules, may be asked to leave the premises at the Additional Client Organisation’s sole discretion. The Consultant shall not receive any relief from performance failures in the event an inability to deliver activities commissioned under any Work Order within the agreed timescales as a result of the removal of Consultant staff pursuant to this paragraph 1.5.
	2. Additional Client Organisations shall reserve the right to request the removal of Consultant staff from the delivery of services pursuant to a Work Order on the grounds of persistent poor performance against any one of the Key Performance Indicators set out in Annex B of this Schedule 1, poor behaviour which is in contravention to an Additional Client Organisation’s corporate Code of Ethics (where relevant) and/or actions (or lack of) which have the potential of causing such Additional Client Organisation to fail in the discharge of its statutory and regulatory duties and/or which have the potential of bringing such Additional Client Organisation into disrepute.
	3. In the event an Additional Client Organisation becomes aware that any one of the above grounds may apply in relation to a Consultant staff, both the Client Organisation’s Representative and the Consultant’s Representative shall be notified in writing in accordance with the procedures set out within Section 7.0 (Contract Management and Communications) of this Schedule 1. The Consultant’s Representative shall be required to provide the Additional Client Organisation with an initial response no later than three (3) working days from the date of the written notice, stating the circumstances that led to such ground for removal and providing a comprehensive rectification plan setting out as a minimum the corrective measures to be taken and the time period within which such corrective measures will be executed.
	4. Depending on the severity of the matter in question, and acting proportionately, the Additional Client Organisation shall also reserve the right to request the temporary suspension of the relevant Consultant staff from the delivery of the services pursuant to such Additional Client Organisation’s Work Order.
	5. Where it is determined, at the Additional Client Organisation’s sole discretion without acting unreasonably, that the Consultant has satisfactorily rectified the issue, the temporary suspension (if exercised) shall be lifted and the relevant member of staff shall return in delivering their duties under the Work Order.
	6. Where it is determined, at the Additional Client Organisation’s sole discretion without acting unreasonably, that the Consultant has failed to satisfactorily rectify the issue, the Additional Client Organisation shall have the right to request the permanent removal of the relevant member of staff with immediate effect.
	7. For the avoidance of doubt, the Consultant shall be responsible for duly and promptly replacing the relevant member of staff for the purpose of ensuring service continuity and the Additional Client Organisation shall not be held liable for any additional Consultant staff related costs linked to such replacement.
	8. Additional Client Organisation shall use reasonable endeavours to ensure that poor performance and/or behavioural issues are escalated to the Consultant’s Representative as promptly as possible to enable a speedy resolution.

***Staff Training Requirements***

* 1. The Consultant shall be responsible for ensuring that all Consultant staff are suitably trained to perform the contracted services to the technical, quality and performance standards stipulated within this Schedule 1 (Scope of Services).
	2. More specifically, the Consultant shall be required to deliver a robust training programme for all staff engaged in the delivery of the services (including any Sub-Consultant staff) with the view of ensuring that they are familiar with the Call-off Contract governance structure, the Work Order call-off process, the general and specific technical requirements and performance reporting standards related to the delivery and management both of the Call-off Contract and of individual Work Orders, the legislative and regulatory duties that the Client Organisation and the additional Client Organisations must discharge in respect of the contracted services, the Additional Client Organisations’ internal policies and procedures which are pertinent to this Call-off Contract, as well as the scope, funding and information requirements and timescales related to each phase of the Salix Finance LCSF/PSDS funding process.
	3. The training programme shall be tailored to the tasks that each member of staff will be responsible for performing. Contractor staff with supervisory or management responsibilities shall have a robust and in depth understanding of the entirety of the Call-off Contract documents.
	4. Refresher training shall also take place on a regular basis, and as a minimum in eighteen (18) months’ intervals, or as often as required for the purpose of rectifying Consultant staff training gaps and/or addressing poor Consultant staff performance and/or behaviour.
	5. The Consultant shall be required to maintain a detailed and up to date training record for each Consultant staff involved in the delivery of the services. The Client Organisation’s Representative shall be entitled to be given access to Consultant staff training records upon request on an ad hoc basis for the purpose of verifying compliance with the training requirements contained within this Section 1.0 (Consultant Staff Requirements) of Schedule 1 (Scope of Services).

***Staff Unavailability***

* 1. The Consultant shall be responsible for ensuring that the delivery of the services, as stipulated within the Consultant’s Programme Proposal (Schedule 2 of the Call-off Contract) and any one of the Work Orders entered into by Additional Client Organisations pursuant to Schedule 3 of the Call-off Contract, are not impacted by the unavailability of staff due to holiday leave or sickness. Staff levels must be maintained at all times at appropriate levels with the view of ensuring that the agreed decarbonisation programme timelines and individual Work Orders’ milestones shall be met. In the event additional staff needs to be engaged for the purpose of preventing a disruption in service delivery, the requirements contained within this Section 2.0 (Consultant Staff Requirements) shall be complied with.
	2. In the event the Consultant is unable to find replacement staff in case of unplanned or short notice leave or sickness, therefore negatively impacting on the timely delivery of a Work Order, the relevant Additional Client Organisation’s Representative shall be notified in writing as promptly as possible, and no later than forty-eight (48) hours from the time that the Consultant became aware of their inability to find replacement staff.
	3. In any case, all staff unavailability events which are not reported to the Additional Client Organisation’s Representative in accordance with paragraph 1.19 above, must be notified to the Client Organisation’s by the Consultant’s Representative within no later than five (5) calendar days from the time the Consultant becomes aware of the breach of the reporting requirements stipulated in paragraph 1.19 above.

***Staff Appraisal and Continuous Development***

* 1. The Consultant shall implement and maintain a system of regular staff appraisal to monitor performance and staff development which will be covered in the Call-off Contract Performance Review Meetings. The Client Organisation is keen to ensure that the Consultant actively supports Consultant staff and encourage continuous development as this will lead to greater job satisfaction and improved performance in the delivery of the Services.
	2. The Client Organisation may, at its sole discretion, request copies of appraisal and staff development records (including but not limited to evidence and details in relation to Continuous Professional Development (CPD) training activities) for Consultant staff who are involved or are proposed to be involved in the delivery of the services. Such records shall be appropriately redacted for the purpose of ensuring the protection of personal data in accordance with prevailing data protection legislation, as amended from time to time.
1. **Compliance with Legislation**

***Freedom of Information and Environmental Information Regulations***

* 1. In accordance with the Freedom of Information Act (FOIA) 2000 and the Environmental Information Regulations (EIR) 2004, the Client Organisation and the Additional Client Organisations have an obligation to disclose recorded information held by them or third parties directly related to their business.
	2. The Consultant shall assist the Client Organisation and the Additional Client Organisations in discharging their statutory duties by providing all requested information relating to the contracted services (regardless of whether these are delivered by the Consultant or a Consultant-related party) as promptly as possible and in any event within five (5) working days from the date of the Client Organisation’s or Additional Client Organisation’s request.
	3. Although the Client Organisation and the Additional Client Organisations shall consult with the Consultant prior to responding to a FOI or EIR request by inviting them to provide full justification for any refusal to release information, ultimately the Client Organisation and the Additional Client Organisations shall be responsible for determining at their absolute discretion whether such exemptions or exceptions should apply.

***Data Transparency and Reporting Requirements***

* 1. The Consultant shall be required to provide the Client Organisation and the Additional Client Organisations with reasonable assistance for the purpose of enabling them to discharge their statutory duties relating to the transparency of procurement spend and contracts data, as prescribed by prevailing legislation, namely the 2015 Local Government Transparency Code, as amended from time to time.
	2. Reasonable assistance shall also be provided by the Consultant with the view of enabling the Client Organisation to comply promptly and accurately with its quarterly reporting obligations to the Home Office pursuant to the activities undertaken under the auspices of the NFCC Procurement Hub.
	3. In the event, altered or additional data transparency and reporting requirements are introduced to public sector organisations pursuant to the new Procurement Bill and any future domestic procurement regulations, the scope of this Section 3.0 (Compliance with Legislation) of Part A (General Service Delivery Requirements) of Schedule 1 (Scope of Services) shall be deemed modified and/or extended accordingly.

***Health and Safety***

* 1. The Client Organisation requires that Consultant staff (including Sub-Consultant staff and other supply chain partners where applicable) shall, while working for the Client Organisation and any one Additional Client Organisation, conform with all requirements of the Health and Safety at Work Act 1974 and with all other Health and Safety Legislation that relate generally or specifically, to their trade, business or undertaking (as amended from time to time).
	2. The delivery of the services must be executed without risk to the health and safety of the Consultant staff or the Additional Client Organisations’ employees. With that in mind, while working on an Additional Client Organisation’s premises, the Consultant shall comply at all times with such Organisation’s corporate Health and Safety Policies and Contractor Handbooks (as relevant) and any relevant site rules, as communicated to the Consultant either prior to or upon arrival. The Consultant shall also ensure that, while on site, disruption of operational areas shall be kept to a minimum.
	3. The Consultant shall have a written Health and Safety Policy, which shall be reviewed and updated as deemed necessary on a regular basis.

***Modern Slavery***

* 1. The Consultant shall actively support the Client Organisation and Additional Client Organisations in the identification of modern slavery risks related to the delivery of the services with the view of putting in place mitigating measures. A modern slavery checklist shall be jointly reviewed on an annual basis as part of Call-off Contract Performance Review Meetings and shall include, as a minimum, the following tests:
* Are there Key Performance Indicators in place to monitor progress against managing modern slavery risks which may manifest themselves across the Consultant’s contractual structure, sub-contracting and supply chain arrangements;
* Are these Key Performance Indicators measurable and proportionate;
* Is there a clear and unambiguous process for reporting and responding to suspected incidents of modern slavery;
* Are appropriate contingency plans in place to ensure continued safe service delivery if modern slavery risks are identified or cases of modern slavery have been reported;
* Have clear communication and reporting lines with the Consultant been established; and
* Are audits necessary to monitor modern slavery risks and if so, are the parties’ responsibilities clearly set out.
	1. With the above in mind, the Consultant and its respective sub-consultants will be expected to complete the Cabinet Office’s online Modern Slavery Assessment Tool (‘MSAT’) **within the first six (6) months of the Call-off Contract term**. The results of this initial assessment will provide the platform for ongoing collaborative discussions between the Client Organisation and the Consultant with the view of assisting the latter to achieve continuous improvement in the process, procedures and policies implemented by the organisation in relation to modern slavery.
	2. In the event it is determined by the Client Organisation and/or any one of the Additional Client Organisations, at their sole discretion, that a modern slavery event has occurred or it is likely to occur relating to the delivery of any part of the contracted services, such Organisation shall reserve the right to undertake an independent audit and any outcomes resulting from such process will be communicated to the Consultant (and the Client Organisation where relevant), who will in turn be required to put right any identified issues and inform the Client Organisation and the Additional Client Organisation/s (where relevant) of the actions to be undertaken and the timescale for completion.
	3. Finally, the Consultant shall be responsible for ensuring that they maintain up to date Modern Slavery Policies and shall make these available to the Client Organisation and any one of the Additional Client Organisations upon request. For the avoidance of any doubt, the requirements relating to Modern Slavery shall apply to all Consultant-related parties.

***Equality and Diversity***

* 1. The Consultant shall have in place a written Equality and Diversity (EDI) Policy with the view of ensuring compliance with the Equality Act 2010 and contributing to the wellbeing and equality of outcomes and impact on all Consultant staff. The EDI Policy must address as a minimum the following three (3) areas: a. equality of opportunity, b. accessibility and c. fair treatment. These will promote equity in access and experience of services, recruitment, and all aspects of employment in relation to the delivery of the services.
	2. Furthermore, the Consultant shall be responsible for ensuring that all Consultant staff who are engaged in the delivery of services are treated with dignity and respect. The Consultant must also have a written Dignity at Work Policy, which will clearly state that any form of discrimination, victimisation, abuse and harassment of employees is not tolerated and will stipulate relevant processes and procedures enabling such incidents discrimination, abuse and harassment to be reported and addressed in a compassionate, efficient and timely manner.
	3. Both the EDI and the Dignity at Work Policy shall be distributed or made readily available via electronic means to all Consultant staff. The Client Organisation reserves the right to seek evidence of the same.
	4. In addition to the above, the Consultant’s recruitment and employment policies shall contain appropriate provisions relating to the measurement, monitoring and benchmarking of the Contractor staff’s demographic profile, with the view of supporting recruiting managers of promoting and championing diversity in employment.
	5. The Client Organisation shall have the right to request that copies of relevant policies are made available to its Representative and the Consultant shall comply with such request. For the avoidance of any doubt, the requirements relating to Equality and Diversity shall apply to all Consultant-related parties.
1. **Sub-Consultants and Supply Chain Selection and Management**
	1. The Consultant shall be wholly responsible for the commissioning, management and continuous monitoring of any Sub-Consultants and other supply chain partners who are engaged in the delivery of services strictly in accordance with the requirements contained within this Schedule 1 (Scope of Service) and the terms and conditions set out in the Call-off Contract. Notwithstanding the above, the Consultant is reminded that in accordance with clause 10 (Assignment) of the main body of the Call-off Contract, any sub-contracting arrangements (whether permanent or temporary) shall be subject to the Client Organisation prior written approval.
	2. In support of the Client Organisation’s Environmental, Social and Governance (‘ESG’) agenda, the Consultant shall be strongly encouraged to seek the participation and involvement of local supply chains as well as Small and Medium Enterprises (‘SMEs’), where these are deemed capable of delivering the intended services.
	3. More specifically, the Consultant shall be responsible for ensuring that they design resilient supply chains, which are regularly audited for the purpose of flagging up unacceptable levels of risk and/or performance, which could in turn have a negative impact on the delivery of services commissioned under a specific Work Order or on the delivery of any activities related to the overarching Call-off Contract.
	4. Additionally, the Consultant shall be responsible for ensuring that appropriate business continuity arrangements and contingency strategies are designed and promptly put into effect in the event of a disruptive Sub-Consultant or other supply chain partner event for the purpose of mitigating or minimising disruption in the delivery of the contracted services.
	5. The Consultant shall also be required to undertake cost monitoring and benchmarking activities on a regular basis for the purpose of ensuring that value for money is achieved through their selected Sub-Consultants and supply chain partners, thus supporting the Client Organisation and the Additional Client Organisations in the responsible, efficient and effective use of public funds. Within this context, and in the spirit of collaboration and transparency, the Client Organisation shall have the right to request at any point during the contract term (including any extensions) the sharing of Sub-Consultant and supply chain information for the purpose of auditing its resilience, agility and cost effectiveness. The Consultant shall be required to comply with such information requests.
	6. For the avoidance of any doubt, the general service delivery requirements set out in Section 1.0 (Consultant Staff Requirements) above shall also apply to the staff of any Sub-Consultant or other Consultant-related party engaged by the Consultant for the purpose of delivering any part of the contracted services, either at a Call-off Contract or an individual Work Order level.
2. **Data Access Security Arrangements**
	1. The Client Organisation acknowledges that in the course of delivering the services the Consultant, its staff and any Consultant-related parties shall be provided with access to commercially sensitive data and sites information relating to critical infrastructure. The Client Organisation places great emphasis on the confidentiality, integrity, availability and consequently the security of all data related to this Call-off Contract.
	2. The Consultant shall therefore be required to take all reasonable measures for the purpose of ensuring the confidentiality, integrity, availability and consequently the security of all Client data related to this Call-off Contract. Such measures shall include as a minimum the following:
* Client and Additional Client Organisation Data (‘Client Data’) shall be exclusively held within the Programme Management Office’s electronic files and access shall be restricted to those Consultant staff who were previously approved by the Client Organisation or the relevant Additional Client Organisation as part of the Consultant’s Work Order Proposal;
* The Consultant shall install and maintain anti-malicious software or procure that latest versions of anti-virus definitions and anti-malicious software are installed and maintained on any part of the Consultant’s information management system, which may store or process Client Data, and shall ensure that such anti-malicious software is configured to perform automatic software and definition updates as well as regular scans of the Consultant’s information management system to check for and prevent the introduction of malicious software or where malicious software has been introduced into the Consultant’s information management system, to identify, contain the spread of, and minimise the impact of such malicious software;
* The Consultant shall perform penetration testing at regular intervals for the purpose of identifying system vulnerabilities and enabling prompt corrective measures to be undertaken;
* The Consultant shall ensure that any Client Data which is stored in a mobile, removable or physically uncontrolled device is encrypted; and
* The Consultant shall securely erase any or all Client Data held by the Consultant when requested to do so by the Client Organisation or an Additional Client Organisation in respect of its data.
	1. Any Client Data breaches (or suspected breaches) shall be immediately notified to the Client Organisation’s Representative, who will in turn consult with the Client Organisation’s or Additional Client Organisation’s ICT department (whichever is relevant) with the view of identifying and agreeing what steps must be completed, by which party and the timescales within which such steps must be taken with the view of minimising the extent of actual or potential harm caused by such security breach and remedying the breach.
	2. In any case and prior to accessing, storing and/or processing Client Data (regardless of whether this resides at the Client / Additional Client Organisation’s or the Consultant’s information management system), the Consultant shall be required to enter into a Non-Disclosure Agreement with the Client Organisation and the Additional Client Organisations in a form as agreed by the relevant parties pertaining to such Client Data.
1. **Key Stakeholder Engagement and Dependencies**
	1. The Client Organisation’s Representative and members of the FM & Construction National Strategic Task and Finish Group regularly engage with key internal and external stakeholders and actively contribute to wider Bluelight Sector initiatives. Namely, this National Decarbonisation Consultancy Services Contract forms part of the NFCC Environment Sustainability and Climate Change Toolkit, which was developed by NFCC with support from members of the Emergency Services Environment and Sustainability Group (‘ESESG’) and is aimed at providing the UK Fire Sector with a range of shared research, data, information, good practice and case studies, thus assisting in the creation of a more informed, evidence-based approach across all Services.
	2. The Consultant shall be required to work in an open, transparent and collaborative way with all relevant key internal and external stakeholders in respect of the Call-off Contract. This shall ensure that positive initiatives and case studies are shared with the wider Bluelight sector (not just Additional Client Organisations) therefore improving the carbon literacy and skills of the sector and, in turn, that the National Decarbonisation Strategy to be developed by the Consultant enjoys a wider and greater level of support. A list of the key internal and external stakeholders can be found below:

***Key Internal Stakeholders (at the point of Call-off Contract award)***

* Client Organisation;
* Home Office;
* Fire Sector Additional Client Organisations;
* NFCC FM & Construction National Category Sponsor;
* National Fire Estates Group (‘NFEG’);
* NFCC Procurement Hub; and
* NFCC FM & Construction National Strategic Task and Finish Group;

***Key External Stakeholders (at the point of Call-off Contract award)***

* Non-Fire Sector Additional Client Organisations;
* Bluelight Commercial (‘BLC’);
* National Police Estates Group (‘NPEG’); and
* Emergency Services Environment and Sustainability Group (‘ESESG’)
	1. The Consultant shall ensure that all stakeholder communications relating to the delivery, management, promotion and coordination of the Call-off Contract deliverables (including activities related to individual Work Orders) shall be in writing (or if orally their content shall be confirmed in writing) and shall take full regard of prevailing legislation related to the sharing a personal and commercially sensitive data. Where the nature, method and/or frequency of the communication with a key stakeholder are not prescribed by the Call-off Contract (including main body, Schedules, annexes and appendices as relevant), such communication shall be subject to the relevant provisions contained within the FM & Construction National Strategic Task and Finish’s Group’s Terms of Reference *(version v0.3 variation 002).*
1. **Social Value**
	1. The Public Services (Social Value) Act 2012 requires public sector commissioners in England (and some in Wales) to consider how they could improve the economic, environmental and social wellbeing of their local area through their procurement activities. This may include reducing social and health inequalities, creating local employment and apprenticeship opportunities, supporting SMEs, local suppliers, local charities and micro-businesses, implementing measures to counteract the negative effects of the cost of living crisis, promoting greener business practices and tackling climate change.
	2. The key social value topics that the Client Organisation is keen to pursue, promote, implement and measure outcomes against, are listed below:

***Social Value Topics***

* **Diverse Supply Chains -** Ensuring supply chains are accessible to all types of businesses in the Additional Client Organisations’ respective local communities, including SMEs and VCSEs and those owned or led by under-represented groups including women, BAMEs and people with disabilities;
* **Promoting Economic Prosperity, Skills and Employment in the Local Area -** Promoting economic growth and development opportunities for all within the Additional Client Organisations’ respective local communities and ensure that local residents have access to opportunities to develop new skills and gain meaningful employment;
* **Inclusion, Mental Health and Wellbeing -** Ensuring businesses in the Consultant’s supply chain encourage improved gender pay balance, increased representation of ethnic minorities in the workforce, inclusion and improved staff mental health wellbeing, improved community cohesion;
* **Environmental Sustainability -** Protecting and improving the Additional Client Organisations’ environment to ensure the places where people live and work are cleaner and greener, to promote sustainable procurement and secure the long-term future of our planet.
* **Establishing Safe and Ethical Supply Chains with the view of achieving early identification and reduction of modern slavery and cyber security risks.**
	1. With the above in mind, the Consultant shall be required to:
* implement a Social Value Plan with the view of identifying and delivering a set of social value measures that shall have a direct and positive impact in each Additional Client Organisation’s local community. Such Social Value Plan shall be agreed with the Client Organisation, following consultation with Additional Client Organisations; and
* develop a set of robust, quality and accurate metrics for the purpose of measuring the social value derived from the activities undertaken under the Work Orders entered into pursuant to the Call-off Contract (‘Call-off Contract Social Value Measurement Framework).
	1. The Client Organisation’s Representative, or their duly appointed delegate, shall be responsible for monitoring the Consultant’s progress and performance in relation to the agreed Social Value Plan and Call-off Contract Social Value Measurement Framework.
	2. The Consultant’s performance relating to the delivery of their social value responsibilities and progress against the implementation of the targets and measures contained within the agreed Social Value Plan shall be formally reviewed on an annual basis as part of an Annual Service Report, which shall be submitted by the Consultant in accordance with the provisions contained within Part C (Performance Measurement Framework) of this Schedule 1.
1. **Contract Management and Communications**

***Contract Management and Performance Review Meetings***

* 1. The Consultant shall be wholly responsible for the delivery, management and continuous performance monitoring of all Consultant staff engaged in the execution of the Call-off Contract and the delivery of services relating to Work Orders entered into pursuant to the Call-off Contract in accordance with the specific technical requirements and performance standards contained within Part B (Service Delivery Technical Requirements) and Part C (Performance Measurement Framework) of this Schedule 1 (Scope of Services). The Consultant shall also be wholly responsible for ensuring compliance at all times with the general specification requirements as stipulated within this Part A (General Service Delivery Requirements) of this Schedule 1 (Scope of Services).
	2. Further to the above, the Consultant shall be wholly responsible for the appointment, management and continuous performance monitoring of all Sub-Consultants, and any other supply chain partners, engaged in the delivery of services in relation to any one of the Work Orders commissioned pursuant to the Call-off Contract and shall ensure that the general and technical requirements, as well as performance standards contained within this Schedule 1 (Scope of Services) are abided by such Sub-Consultants and supply chain partners at all times.
	3. The Consultant shall appoint a dedicated Representative pursuant to clause 3 (The Parties’ Representatives) of the main body of the Call-off Contract, who shall be responsible for:
* Coordinating the delivery of all Work Orders (including but not limited to the correct application of Schedule 3 of the Cal-off Contract and the timely submission of Consultant Work Order Proposals) and acting as a point of escalation on behalf of the Consultant;
* Supervising all Consultant staff engaged in the delivery of any one of the activities required under a Work Order;
* Monitoring and reporting on the Consultant’s performance against the standards and Key Performance Indicators set out within Part C (Performance Measurement Framework) of this Schedule 1;
* Facilitating and overseeing the selection and engagement of Sub-Consultants and any other supply chain partners;
* Overseeing the operation of the Consultant’s Programme Management Office, which has been set up pursuant to the Call-off Contract;
* Engaging with key internal and external stakeholders relating to the Call-off Contract (including but not limited to working in collaboration with the Client Organisation’s Representative to attract new Additional Client Organisations and promote the Call-off Contract to the wider Bluelight sector; and
* Assisting the Client Organisation’s Representative in the production and publication of internal and external communications relating to the Call-off Contract.
	1. For the avoidance of any doubt, the Consultant’s Representative (or any other Consultant staff) shall not be permitted to liaise with the Client Organisation or the Home Office without the prior written consent of the Client Organisation’s Representative (or its duly appointed delegate). Similarly, the Consultant’s Representative (or any other Consultant staff) shall not be permitted to make any public statements (whether orally or in writing) in relation to the Call-off Contract without the prior written consent of the Client Organisation’s Representative (or its duly appointed delegate).
	2. In respect of each Work Order, the Consultant shall provide a dedicated Contract Manager to each relevant Additional Client Organisation, who will act as the single point of contact throughout the duration of such Work Order. In the event the appointed Contract Manager becomes unavailable at any point (due to holiday leave, sickness or otherwise), a duly notified delegate will be appointed who will have as a minimum the same management and decision-making powers as the dedicated Contract Manager.
	3. During the Call-off Contract term, the Consultant’s Representative will be required to attend monthly Call-off Contract performance review meetings with the Client Organisation’s Representative, or their duly appointed delegate. These will primarily be focusing on reviewing the Consultant’s performance against the standards set out within Part C (Performance Measurement Framework) of this Schedule 1 (Scope of Services), as well as reviewing progress made towards establishing a national decarbonisation strategy and expanding the number and type of Additional Client Organisations. The frequency of the Call-off Contract performance review meetings may be varied from time to time with the view of ensuring that any contractual, performance or Work Order-specific issues are promptly addressed.
	4. The Consultant’s dedicated Contract Managers will also be required to attend monthly Work Order performance review meetings with the relevant Additional Client Organisation’s Representative (as identified within such Work Order and amended from time to time). These will primarily be focusing on reviewing the Consultant’s performance in respect of such Work Order, discussing new or alternative funding routes, monitoring progress against set milestones and any other matters as and when they arise. The frequency of the Work Order performance review meetings may be amended by mutual agreement between the Consultant’s dedicated Contract Managers and each relevant Additional Client Organisation’s Representative (as identified within such Work Order and amended from time to time).
	5. In the event performance, contractual or other matters are identified either as part of the Work Order performance review meetings or during the course of delivering services under any one of the Work Orders (pursuant to a complaint or otherwise) remain unresolved, the escalation process detailed in paragraphs 7.11 to 7.15 below shall be invoked.
	6. The Consultant’s performance will be measured and monitored against a set of Key Performance Indicators (KPIs). These will underpin the wider performance regime that will be applicable to the provision of the services and which is described in detail within Part C (Performance Measurement Framework) of this Schedule 1 (Scope of Services).
	7. In addition to the above, the Client Organisation’s Representative, or their duly appointed delegate, will be holding joint quarterly review meetings with the Consultant’s Representative , the Consultant’s dedicated Contract Managers and the Additional Client Organisations’ Representatives with the view of discussing overarching market, technological, regulatory, commercial and any other issues that have the potential of affecting (positively or negatively) the service delivery relating to the Call-off Contract and/or the delivery of services under any one of the Work Orders entered into pursuant to the Call-off Contract.

***Escalation Procedure (Call-off Contract Level)***

* 1. Where matters related to the delivery of the Cal-off Contract (performance, contractual or otherwise) remain unresolved for ten (10) working days from the date that such matter/s was brought to the attention of the Consultant’s Representative by the Client Organisation’s Representative (or their duly appointed delegate), such matter/s shall be escalated to the line manager of the Client Organisation’s Representative. The Consultant may also need to escalate the matter/s internally to the line manager of the Consultant’s Representative, or such other Consultant’s Staff who have decision-making powers at a national level.

***Escalation Procedure (Individual Work Order Level)***

* 1. All matters related to the delivery of services pursuant to a Work Order (performance, contractual or otherwise) shall be subject to the following escalation levels:
* **Escalation Level 1** – Additional Client Organisation’s relevant Head of Department;
* **Escalation Level 2** – Line Manager of the Additional Client Organisation’s relevant Head of Department;
* **Escalation Level 3** – Client Organisation’s Representative;
* **Escalation Level 4** – NFCC FM & Construction National Category Sponsor *(please note that this role is currently held by the Deputy Chief Fire Officer at Royal Berkshire Fire and Rescue Service);* and
* **Escalation Level 5** – Individual within the Client Organisation with executive accountability in respect of the Call-off Contract.
	1. The escalation timescales related to each one of the aforementioned levels are detailed below as follows:
* **Escalation Level 1** – Where a matter remains unresolved for ten (10) working days from the date that it was initially reported to the Consultant’s dedicated Contract Manager, or where the resolution put forward by the dedicated Contract Manager to the Additional Client Organisation’s Representative is not deemed satisfactory, the matter shall be escalated to the Additional Client Organisation’s relevant Head of Department;
* **Escalation Level 2** – Where the matter remains unresolved for seven (7) working days from the date of escalation to the Additional Client Organisation’s Head of Department, the matter shall be escalated to the Line Manager of the Additional Client Organisation’s relevant Head of Department – at this point the Client Organisation’s Representative shall be notified in detail by the Additional Client Organisation’s Representative regarding the nature of the matter and any corrective actions taken to date;
* **Escalation Level 3** – Where the matter remains unresolved for five (5) working days from the date of escalation to the Line Manager of the Additional Client Organisation’s relevant Head of Department, the matter shall be referred to the Client Organisation’s Representative for resolution – at this point the NFCC FM & Construction National Category Sponsor shall be notified in detail by the Client Organisation’s Representative regarding the nature of the matter and corrective actions taken to date. Depending on the nature of the matter, the Client Organisation’s Representative may also choose to involve the Client Organisation (individual with executive accountability in respect of the Call-off Contract);
* **Escalation Level 4** – Where the matter remains unresolved for five (5) working days from the date of escalation to the Client Organisation’s Representative, the matter shall be escalated to the NFCC FM & Construction National Category Sponsor – at this point the Client Organisation’s Representative shall alert the Client Organisation (individual with executive accountability in respect of the Call-off Contract), if not already done so pursuant to Escalation Level 3 above;
* **Escalation Level 5** – Where the matter remains unresolved for two (2) working days from the date of escalation to the NFCC FM & Construction National Category Sponsor, the Client Organisation’s Representative shall escalate the matter to the Client Organisation (individual with executive accountability in respect of the Call-off Contract).
	1. Notwithstanding the above and in the event the matter in question is deemed capable of severely disrupting service delivery and/or giving rise to an internal conflict of interest and/or causing the Additional Client Organisation to suffer unplanned additional costs, said Additional Client Organisation’s Representative or Head of Department may choose to proceed to Escalation Level 3 (Client Organisation’s Representative) with immediate effect.
	2. In any case, matters shall be referred to the various escalation levels in writing and written or electronic records of all subsequent discussions held shall be kept and duly shared with the relevant parties.

***Managing Complaints***

* 1. The Consultant shall be required to have in place a detailed written procedure with regards to receiving and dealing with complaints promptly and effectively, both at a Call-off Contract level and at an individual Work Order level. The procedure shall clearly set out the escalation routes and timescales stipulated within this Section 7.0 (Contract Management and Communications) of Part A (General Service Delivery Requirements) of Schedule 1 (Scope of Services) and will identify the relevant Consultant staff who shall be responsible for recording and managing complaints.
	2. In the event that a complaint pursuant to the management, delivery and/or performance of the Call-off Contract or a Work Order gives rise to a dispute, the terms of clause 15 (Resolution of Disputes) of the main body of the Call-off Contract shall apply.
	3. As a minimum, the Consultant shall investigate and respond to any complaints in relation to the Call-off Contract and any Work Order received from whatever source in a prompt, courteous and efficient manner within three (3) working days from being notified of such complaint. The Consultant shall be required to keep a written record of all complaints received and of the action taken in relation to such complaints. Such records will be forwarded to the Client Organisation’s Representative prior to any Call-off Contract performance review meeting, and to the relevant Additional Client Organisation’s Representative prior to any Work Order performance review meeting.

***Communications and Notices***

* 1. All communications related to the operation, management and performance of the Call-off Contract, including but not limited to the submission of notices in accordance with this Schedule 1 (Scope of Services) and the Call-off Contract (including main body, other Schedules, annexes and appendices as relevant), shall be in writing (whether electronic or in a hard copy format) to the Client Organisation’s Representative (or their duly appointed delegate).
	2. All communications related to the management, delivery and performance of a Work Order, including but not limited to the submission of notices in accordance with this Schedule 1 (Scope of Services) and the Call-off Contract (including main body, other Schedules, annexes and appendices as relevant), shall be in writing (whether electronic or in a hard copy format) to the relevant Additional Client Organisation’s Representative (as identified within such Work Order and amended from time to time).
	3. Where a matter related to the management, delivery and/or performance of a Work Order has been escalated for discussion, resolution or otherwise to the Client Organisation’s Representative (or their duly appointed delegate), all communications related to such matters (including but not limited to the submission of notices in accordance with this Schedule 1 and the Call-off Contract) shall be in writing (whether electronic or in a hard copy) to the Client Organisation’s Representative (or their duly appointed delegate).
	4. Call-off Contract performance review meetings undertaken by the Client Organisation’s Representative (or their duly appointed delegate) pursuant to Part C (Performance Measurement Framework) of this Schedule 1 (Scope of Services) shall be duly minuted by the Client Organisation’s Representative (or their duly appointed delegate) and the draft minutes shall be issued to all attendees for the purpose of confirming in writing their accuracy. Once confirmation has been received by all attendees, an electronic copy of the agreed minutes shall be shared with all relevant parties (including the Additional Client Organisations as well as the Client Organisation and the Home Office, upon the latter’s request).
	5. Furthermore, where Call-off Contract performance review meetings are conducted using web-based platforms, these will be recorded by the Client Organisation’s Representative or their duly appointed delegate (subject to obtaining consent from the attendees to do so) and the recordings will be a. shared with all attendees and b. a copy of the recordings will be securely stored in the Client Organisation’s IT system. The recordings shall be made available to the Additional Client Organisations, the Client Organisation and the Home Office upon request.
	6. Work Order performance review meetings undertaken by the relevant Additional Client Organisation’s Representative (as identified within the Work Order and amended from time to time) pursuant to Part C (Performance Measurement Framework) of this Schedule 1 (Scope of Services) shall be duly minuted by such Representative and the draft minutes shall be issued to all attendees for the purpose of confirming in writing their accuracy. Once confirmation has been received by all attendees, an electronic copy of the agreed minutes shall be shared with all attendees.
	7. Furthermore, where Work Order performance review meetings are conducted using web-based platforms, these will be recorded by the relevant Additional Client Organisation’s Representative (as identified within the Work Order and as amended from time to time) (subject to obtaining consent from the attendees to do so) and the recordings will be a. shared with all attendees and b. a copy of the recordings will be securely stored in the Additional Client Organisation’s IT system.
	8. For the avoidance of doubt, in the event a matter related to the management, delivery and/or performance of a Work Order is escalated to the Client Organisation’s Representative (or their duly appointed delegate), the Additional Client Organisation’s Representative shall promptly make available all Work Order performance review meeting minutes and recordings to the Client Organisation’s Representative (or their duly appointed delegate) with the view of ensuring that the escalation timescales stipulated within this Section 7.0 (Contract Management and Communications) of Part A (General Service Delivery Requirements) of Schedule 1 (Scope of Services) can be met.

**PART B – SERVICE DELIVERY TECHNICAL REQUIREMENTS**

1. **Introduction**
	1. Following publication of the Government’s Net Zero Strategy in October 2021, public sector organisations have been undertaking extensive analysis of their estates’ carbon footprint for the purpose of drawing up plans to enable them to meet the following two (2) key objectives:
* Decarbonising public sector buildings; and
* Creating a net zero public estate with the view of achieving the Government’s net zero target by 2050.
	1. Currently, the public sector is working to a target of delivering a 78% reduction in carbon emissions by 2035 and, in some cases, Fire and Rescue Services are aspiring to achieve carbon neutrality by as early as 2030. A key part of this journey will be the delivery of various decarbonisation and green energy projects, for which significant capital investment will be required coupled with additional resourcing pressures.
	2. Since June 2022 members of the FM & Construction National Strategic Task and Finish Group (acting on behalf of the NFCC Procurement Hub) have been working towards adopting a more seamless, cohesive and coordinated approach in their efforts to adhere to national net zero targets and decarbonise the UK Fire Sector estate, as well as creating a central repository of data, analytics, tools and guidance documents to assist in the development and implementation of a national decarbonisation strategy.
	3. More specifically, the members of the Task and Finish Group have been exploring various methods of improving the UK Fire Sector’s success in accessing central funding opportunities, namely the Low Carbon Skills Fund (‘LCSF’) and the Public Sector Decarbonisation Scheme (‘PSDS’) which are currently administered by Salix Finance Ltd on behalf of the Department for Energy Security and Net Zero.

***Stakeholder Engagement Process***

* 1. As part of this initiative, and having due regard to the Client Organisation’s primary strategic drivers (as set out in the Introduction section of this Schedule 1), the Client Organisation’s Representative sought to introduce a nationally aligned decarbonisation consultancy opportunity to support individual Fire and Rescue Services in accessing the capability and capacity they may require in achieving their carbon reduction and sustainability aspirations.
	2. Following the completion of an extensive engagement process, which entailed the publication of an engagement questionnaire to Fire and Rescue Services, in-depth deliberations with a multitude of key external stakeholders (namely Public Buying Organisations, multi-disciplinary consultancy companies and members of the wider Emergency Services community), as well as case studies and lessons learned obtained from Fire and Rescue Services who had previously submitted PSDS funding applications, the Task and Finish Group approved the commissioning of a National Decarbonisation Consultancy Contract by way of a Direct Award to Faithful+Gould under Lot 1 (Complete Service Solutions) of the Pagabo Professional Services in Construction and Premises Framework Agreement.

***Call-off Contract Primary Objective and Customer Platform***

* 1. The appointment of a single national multi-disciplinary consultancy company will enable the formation of a true collaboration between the UK Fire Sector and the Consultant in designing a national decarbonisation strategy and operating model, as well as supporting the successful implementation of a centralised approach in the planning, funding and delivery of energy efficiency and decarbonisation projects and contributing to the upskilling of all Additional Client Organisations’ staff with the view of reducing dependency levels on external advisors; the latter being a Home Office Fire Priority in respect of estates.
	2. The principal customer platform is the UK Fire Sector, however in full acknowledgment and support of the Client Organisation’s duty to seek and promote collaboration across the wider Bluelight Sector, the Call-off Contract shall be available for use by other Bluelight organisations. For the purpose of ensuring effective programme and resources management, in some cases screening and prioritisation of Work Orders may be required.
1. **Decarbonisation Operating Model and Service Delivery Structure**
	1. The primary scope of the Call-off Contract is the design of a national decarbonisation operating model for Fire and the wider Bluelight sector, whose purpose will be to ensure that the methodology in supporting Additional Client Organisations to identify decarbonisation interventions, prioritise them and select appropriate funding routes, through to the procurement and engagement of local specialists and the practical delivery of decarbonisation infrastructure projects are all done in a joined-up, cohesive, informed and transparent manner.
	2. The seamless and consistent implementation of a national decarbonisation operating model across all Work Orders to be entered into pursuant to the Call-off Contract shall inadvertently lead to formation and roll-out of a national decarbonisation strategy for Fire and the wider Bluelight sector.
	3. The Client Organisation is keen to ensure that Additional Client Organisations take a more holistic approach towards decarbonising their assets, and as such the scope of services to be delivered under any Work Order may cover not only buildings but also fleet infrastructure. For the avoidance of any doubt, the provision of electric vehicles (fire appliances or otherwise) shall be outside the scope of the Call-off Contract.
	4. The design, implementation and management of the national decarbonisation operating model and wider national decarbonisation strategy, as well as the delivery of all milestones and activities under the Work Orders to be entered into pursuant to Schedule 3 of the Call-off Contract, shall be monitored and coordinated by a Programme Management Office (‘PMO’) set up by the Consultant on behalf of the Client Organisation specifically for this Call-off Contract.
	5. The technical characteristics and design methodology of the national decarbonisation operating model can be found within Schedule 2 (Consultant’s Programme Proposal) of the Call-off Contract.

***Service Delivery Structure***

* 1. Having due regard to the fact that Fire and Rescue Services and wider Bluelight Sector organisations are in different parts of their decarbonisation journey, they have differing budgetary constraints and different levels of internal capacity and capability, the Call-off Contract has been structured across three (3) service delivery tiers as follows:
	+ **Tier 1 -** Energy data and carbon emissions analysis, decarbonisation planning, feasibility assessments, and modelling of decarbonisation and energy efficiency opportunities;
	+ **Tier 2 -** End to end consultancy support in the preparation and submission of funding applications; and
	+ **Tier 3 -** End to end consultancy support in the design and delivery of decarbonisation and energy efficiency infrastructure projects.
	1. As part of their individual Work Orders, Additional Client organisations shall be permitted to commission services by the Consultant in respect of any one or all of the aforementioned Tiers. They will also be able to commission ancillary services, as part of their individual Work Orders, providing that such services are within the scope of Annex A (Professional Services in Construction Framework Agreement Specification) of this Schedule 1 (Scope of Services).
	2. Although the Consultant’s Work Order Proposals shall provide the relevant Additional Client Organisation with granular programme, resourcing and cost information per milestone activity, a Work Order will need to be commissioned as per the Work Order Proposal submitted by the Consultant, in that Additional Client Organisations will not have the ability to ‘pick and choose’ which activities they wish to include in the final Work Order and which ones to exclude as this would invalidate the Consultant’s risk and liability considerations under the Call-off Contract.
	3. The specific technical characteristics and service delivery methodology in respect of individual Work Orders shall be set out within the Consultant’s relevant Work Order Proposal and shall be put forward to the Additional Client Organisation for review and approval prior to both parties’ signing off such Work Order.

***Programme Management Office (‘PMO’) and Data Reporting Requirements***

* 1. The Call-off Contract will be managed at a national level by a newly formed Programme Management Office (‘PMO’), which shall be resourced by Consultant staff, led by the Consultant’s appointed Programme Lead (who will also act as the Consultant’s Representative) and monitored by the Client Organisation’s Representative in accordance with the contract management processes and performance standards set out in this Schedule 1 (Scope of Services). The Consultant shall ensure that the PMO is sufficiently and appropriately staffed at all times. Furthermore, the PMO shall only be manned by staff who are directly employed by the Consultant unless otherwise permitted in writing by the Client Organisation.
	2. The PMO shall be required to maintain ‘Actions Trackers’ in respect of each Word Order as well as in relation to general Call-off Contract strategic and other activities as stipulated within this Schedule 1 (Scope of Services) and the main body of the Call-off Contract.
	3. All data (including but not limited to data relating to sites, energy sources and infrastructure, carbon performance, decarbonisation roadmaps, carbon footprint metrics, funding information and so forth) that is compiled, generated and developed by the Consultant and any one Additional Client Organisation in respect of their individual Work Order, will be regularly exported into a ‘National Decarbonisation Dashboard’.
	4. The PMO shall provide the Client Organisation and all Additional Client Organisations with unfettered, electronic access to the National Decarbonisation Dashboard with the view of informing the production of a wider Bluelight Sector decarbonisation strategy, as well as enabling the effective monitoring and measuring of decarbonisation outcomes at a local, regional and national level. In some cases the Home Office may also request to be given access to the National Decarbonisation Dashboard and such request will be actioned b the PMO no later than two (2) working days from the date of the request.
	5. In addition to the above, the PMO shall be required to generate decarbonisation data summary reports for the purpose of assisting the Client Organisation to discharge its Home Office reporting obligations, as well as individual Additional Client Organisations who may need to report to their respective internal governance boards.
1. **Service Delivery Technical Specification Requirements**
	1. The technical specification requirements to be applied in respect of the establishment of the National Decarbonisation Operating Model and the delivery of consultancy services under all Work Orders to be commissioned pursuant to the Call-off Contract as described in Section 2.0 above of this Part B of Schedule 1 (Scope of Services) ***shall be in accordance with the Pagabo Professional Services in Construction Framework Agreement Specification (attached as Annex A***) and the Consultant’s Programme Proposal as set out in Schedule 2 of the Call-off Contract.
	2. For the avoidance of any doubt, in the event of any discrepancy between the Pagabo Professional Services in Construction Framework Agreement Specification and Schedule 1 (Scope of Services) of the Call-off Contract, this Schedule 1 shall take precedence.

**PART C – PERFORMANCE MEASUREMENT FRAMEWORK**

1. **Introduction**
	1. The Performance Measurement Framework (‘PMF’) will apply in full for the duration of the Call-off Contract term (including any extensions) both at a Client Organisation and at an Additional Client Organisation level, subject to any amendments that may be implemented at the Client Organisation’s sole discretion following consultation with Additional Client Organisations in respect of those performance standards which, if amended, shall have an impact on the delivery of active Work Orders.
	2. The purpose of the PFM is to set out the minimum performance standards that the Consultant, and any appointed Sub-Consultants, shall be expected to meet, the reporting and rectification procedures that shall be implemented, as well as the persistent breach provisions that will be invoked by the Client Organisation or the Additional Client Organisation (as may be relevant) pursuant to the severity and frequency of the performance failures.
	3. Failure to comply with any one of the performance standards shall be deemed a ‘Performance Failure’ and the conditions set out in Section 3.0 (Self-Reporting, Performance Review and Rectification) and Section 4.0 (Persistent Breach) shall apply.
	4. For the avoidance of any doubt, and having due regard to the fact that Additional Client Organisations will be entering into bespoke contractual arrangements (‘Work Orders’), the application of this Part C (Performance Measurement Framework) in respect of a Work Order shall be undertaken on a per Additional Client Organisation basis. Having said that, the Client Organisation’s Representative shall act as a joint point of escalation for all Additional Client Organisations in relation to any issues of poor performance and non-compliance with any part of this Schedule 1 (Scope of Services) for the purpose of preserving the interests of the Additional Client Organisations and delivering against the strategic supplier management requirements set out by the Client Organisation and the Home Office.
	5. The Consultant is reminded that the Call-off Contract is being delivered under the auspices of the NFCC Procurement Hub and as such, persistent performance failures against the Key Performance Indicators, delays and/or failures to rectify breaches, as well as recurring non-compliance with any part of this Schedule 1 may be reported at any time to the Client Organisation, whose responsibility is the successful execution of the Home Office Fire Priorities.
2. **Application of the Key Performance Indicators (KPIs)**
	1. The performance standards (also referred to as ‘Key Performance Indicators’) contained within this Section 2.0 (Application of Key Performance Indicators) of Part C (Performance Measurement Framework) are the standards that will be applied to monitor the Consultant’s performance against the technical requirements and quality standards set out within Part A (General Service Delivery Requirements) and Part B (Service Delivery Technical Requirements) of this Schedule 1 (Scope of Services).
	2. The detailed schedule of the Key Performance Indicators (‘KPIs’) to be applied at Call-off Contract level and at individual Work Order level can be found attached as Annex B (KPI Matrix) of this Schedule 1.
	3. Each KPI has been assigned a level of severity which is proportionate to its impact on service delivery and the Client Organisation’s / Additional Client Organisation’s ability to discharge their regulatory, legislative and internal policy duties. The levels of severity are ‘Critical’, ‘Moderate’ and ‘Low’ and the definitions can be found below as follows:
* **Critical Performance Failure** has the meaning of non-compliance against fundamental elements of Schedule 1 (Scope of Services) and/or immediate risk of severe disruption to service delivery due to any act or omission of the Consultant or any Consultant related party leading to unacceptable programme delays and/or a potential failure to meet funding application deadlines and/or complete failure to provide all agreed and required services and/or risk of bringing the Client Organisation or the Additional Client Organisation into disrepute due to (including but not limited to) improper use of public funds, legislative breaches and security risks;
* **Moderate Performance Failure** has the meaning of failures that directly affect and have a low to high impact on service delivery; and
* **Low Performance Failure** has the meaning of failures that do not directly affect the actual service delivery.
	1. Each time a KPI is not met, the Consultant shall accrue a Critical, Moderate or Low Performance Failure depending on the level of severity of the breached KPI. Recurring performance failures shall give rise to the application of the persistent breach provisions set out in Sections 4.0 (Persistent Breach – Individual Work Order Level) and Section 5.0 (Persistent Breach – Call-off Contract Level) below when the relevant warning notice thresholds are breached.
	2. Although ***the Additional Client Organisations*** ***will not levy performance deductions for failure to comply with the Key Performance Indicators***, **the Consultant shall not be paid in advance or paid for services not rendered as this would constitute improper handling of public funds.** The detailed payment schedule for each individual Work Order shall be determined by agreement between the relevant Additional Client Organisation and the Consultant.
	3. Evidence that the KPIs are being met or identification of any failure and its subsequent rectification will be required at the specified monitoring frequencies which are applicable to each KPI (please refer to Annex B – KPI Matrix). For clarity, a monitoring frequency is the minimum frequency on which the Consultant shall monitor the services delivered under the Call-off Contract and under each individual Work Order for compliance with the relevant KPI. Where a performance failure comes to the notice of the Consultant prior to the planned monitoring event, the Consultant will still be required to report it as soon as is reasonably practicable to Client Organisation’s Representative or the Additional Client Organisation’s Representative (whichever is relevant) and the provisions of this Part C (Performance Measurement Framework) shall apply to such performance failure.
	4. Where the monitoring frequency is stipulated as ‘Annual’ in Annex B, any relevant performance failure shall be deemed to be accrued in the contract month in which such failure occurred, and that particular performance failure shall not be counted again in subsequent contract months.
	5. For the avoidance of any doubt, the Consultant shall be responsible for monitoring, reporting and rectifying all performance failures incurred in connection with the services commissioned in respect of the Call-off Contract and any services commissioned pursuant to any Work Order, regardless of whether such failures were incurred by the Consultant or a Consultant-related party.
1. **Self-Reporting, Performance Review and Rectification**

***Self-Reporting***

* 1. The Consultant shall be responsible at all times for the management, accurate recording and monitoring of its own performance in relation to the contracted services and for assessing and reporting on the level of compliance against the requirements of the Performance Measurement Framework (including but not limited to the Key Performance Indicators).
	2. More specifically, ***in respect of the Call-off Contract***, the Consultant’s Representative shall send to the Client Organisation’s Representative a report (‘Call-off Contract Performance Monitoring Report’) detailing the level of service that was actually achieved in the preceding month against each Call-off Contract Key Performance Indicator (set out in Annex B - KPI Matrix) and in accordance with this Section 3.0 (Self-Reporting, Performance Review and Rectification). Call-off Contract Performance Monitoring Reports must be submitted electronically to the Client Organisation’s Representative within five (5) working days from the last day of the preceding contract month.
	3. The Call-off Contract Performance Monitoring Report shall be reviewed and its contents agreed by the parties at the next Call-off Contract Performance Review Meeting held in accordance with the provisions contained within this Part C (Performance Measurement Framework) of Schedule 1 (Scope of Services).
	4. The Client Organisation shall be entitled to verify the accuracy of the Call-off Contract Performance Monitoring Reports by way of requesting copies of the Consultant’s performance records (where these are not made available via web-based means).
	5. More specifically, ***in respect of an individual Work Order***, the Consultant’s dedicated Contract Manager shall send to the Additional Client Organisation’s Representative a report (‘Work Order Performance Monitoring Report’) detailing the level of service that was actually achieved in the preceding month against each Work Order Key Performance Indicator (set out in Annex B - KPI Matrix) and in accordance with this Section 3.0 (Self-Reporting, Performance Review and Rectification). Work Order Contract Performance Monitoring Reports must be submitted electronically to the Additional Client Organisation’s Representative within five (5) working days from the last day of the preceding contract month.
	6. The Work Order Contract Performance Monitoring Report shall be reviewed and its contents agreed by the parties at the next Work Order Performance Review Meeting held in accordance with the provisions contained within this Part C (Performance Measurement Framework) of Schedule 1 (Scope of Services).
	7. The Additional Client Organisation shall be entitled to verify the accuracy of the Work Order Performance Monitoring Reports by way of requesting copies of the Consultant’s performance records (where these are not made available via web-based means).
	8. In any case, the Consultant is advised that the submission of erroneous or fraudulent Performance Monitoring Reports shall be treated as a ‘Critical Performance Failure’ and the relevant persistent breach provisions shall apply.

***Performance Review Meetings (Call-off Contract Level)***

* 1. The Consultant’s Representative and the Client Organisation’s Representative shall attend meetings (‘Call-off Contract Performance Review Meetings’) on a monthly basis (unless otherwise agreed by the parties) to review the Call-off Contract Performance Monitoring Reports. The Call-off Contract Performance Review Meetings shall (unless otherwise agreed):
		1. take place within ten (10) working days of the Performance Monitoring Report being issued by the Consultant’s Representative;
		2. take place at such location (if not held virtually) and time (within normal business hours) as the Client Organisation’s Representative shall reasonably require (unless otherwise agreed in advance);
		3. be attended by the appointed Consultant’s Representative and the Client Organisation’s Representative, or their duly notified delegates; and
		4. consider the reasons for failures by the Consultant to satisfy any one of the Key Performance Indicators (both in relation to the Call-off Contract and any existing Work Order).
	2. As advised further above, the Client Organisation shall be entitled to verify the accuracy of the Call-off Contact Performance Monitoring Report and shall raise any additional questions and/or request any further information from the Consultant’s Representative as it deems necessary. The Client Organisation shall also be entitled to undertake planned and unplanned audits.

***Performance Review Meetings (Individual Work Order Level)***

* 1. The Consultant’s dedicated Contract Manager and the Additional Client Organisation’s Representative shall attend meetings (‘Work Order Performance Review Meetings’) on a monthly basis (unless otherwise agreed by the parties) to review the Work Order Performance Monitoring Reports. The Work Order Performance Review Meetings shall (unless otherwise agreed):
		1. take place within ten (10) working days of the Work Order Performance Monitoring Report being issued by the Consultant’s dedicated Contract Manager;
		2. take place at such location (if not held virtually) and time (within normal business hours) as the Additional Client Organisation’s Representative shall reasonably require (unless otherwise agreed in advance);
		3. be attended by the Consultant’s dedicated Contract Manager (or its duly notified delegate), the Additional Client Organisation’s Representative (or its duly notified delegates) and any other member of staff of either party as deemed necessary or appropriate; and
		4. consider the reasons for failures by the Consultant to satisfy any one of the Key Performance Indicators applicable to Work Orders.
	2. The Additional Client Organisation shall be entitled to verify the accuracy of the Work Order Performance Monitoring Report and shall raise any additional questions and/or request any further information from the Consultant’s dedicated Contract Manager as it deems necessary. The Additional Client Organisation shall also be entitled to undertake planned and unplanned audits.

 ***Performance Records***

* 1. The Consultant shall be responsible for keeping appropriate up to date documents and records (‘Performance Records’), including but not limited to the following:
* Staff vetting records and CVs;
* Staff training and ‘CPD’ records;
* Staff performance records *(subject to GDPR)*;
* Programme Management Office (‘PMO’) Action Trackers;
* Dashboard Data Reports;
* Call-off Contract Risk Register;
* Information related to the Consultant’s sub-contracting and supply chain arrangements;
* All policies, processes and procedures required to be produced, regularly reviewed and maintained by the Consultant in accordance with the requirements contained within the Call-off Contract (including but not limited to this Schedule 1);
* Social Value Plan;
* Business Continuity Plan;
* Complaints register;
* Past Call-off Contract and Work Order Performance Monitoring Reports; and
* Copies of valid insurance certificates verifying the existence of in date insurance policies in accordance with the insurance provisions contained within the Call-off Contract.
	1. The Consultant shall provide access to any one of the Performance Records to the Client Organisation (or the Additional Client Organisation) as promptly as possible and in any case within five (5) working days of receiving the request for information. The Client Organisation’s Representative (or their duly appointed delegate) and any Additional Client Organisation’s Representative (as identified in the Work Order and amended from time to time) may make copies of any such records and documents having due regard to any data exclusions pursuant to the General Data Protection Regulations, or any other data regulations as applicable from time to time.
	2. In addition to the requirement in paragraph 3.14 above, the Consultant shall provide the Client Organisation and any Additional Client Organisation with such supporting documentation as the Organisations may reasonably require in order to verify the level of the performance of the Consultant.
	3. The Consultant shall ensure that all Performance Monitoring Reports and any variations or amendments thereto, as well as any of the supporting documentation referenced in paragraph 3.13 above and any other document or record reasonably required by the Client Organisation and any Additional Client Organisation are available in an electronic format and capable of being printed.
	4. Further to the above, the Consultant shall ensure that the final Call-off Contract Performance Monitoring Report of each Contract Year must include evidence of compliance with those Key Performance Indicators which, in accordance with Annex B (KPI Matrix) shall be subject to an annual reporting frequency.

 ***Performance Failures and Rectification Process***

* 1. In cases where the standard rectification period (as stipulated per Key Performance Indicator) is not deemed to be appropriate by the Client Organisation’s Representative (in respect of Call-off Contract KPIs only) or by the relevant Additional Client Organisation’s Representative (in respect of Work Order KPIs only), both acting in their absolute discretion, the Consultant shall be required to submit a Rectification Plan within a timescale determined by said Representative. Within the Rectification Plan the Consultant shall identify how they plan to rectify the performance failure and the timeframe within which they shall rectify it. The Rectification Plan shall include as a minimum the following:
1. The date of the Rectification Plan;
2. The proposed period for rectification;
3. The detailed rectification methodology; and
4. The resources required to deliver the Rectification Plan
	1. The relevant Client or Additional Client Organisation Representative shall review the Rectification Plan and in the event it is deemed to be satisfactory at said Representative’s discretion acting reasonably, the Consultant shall be required to implement the Rectification Plan. In the event the Rectification Plan is deemed to be unsatisfactory at said Representative’s discretion acting reasonably, the parties shall meet forthwith and agree on the Rectification Plan to be implemented.
	2. In the event the Consultant rectifies a performance failure within the Rectification Period and in accordance with the Rectification Plan as agreed between the parties to the Client Organisation’s or Additional Client Organisation’s satisfaction (whichever is relevant), no further action shall be taken.
	3. In the event the Consultant fails to rectify a performance failure within the Rectification Period and/or in accordance with the Rectification Plan as agreed between the parties to the Client Organisation’s or Additional Client Organisation’s satisfaction (whichever is relevant), the following actions shall take place:
* The Consultant shall accrue a further Low Performance Failure for ‘Failure to Rectify’ and
* In the event the matter remains unresolved for five (5) working days from the date that performance failure was due to be rectified (in accordance with the agreed Rectification Plan, such matter shall be escalated to Escalation Level 1 as per the escalation procedure described in Section 8.0 (Contract Management and Communications) of Part A (General Service Delivery Requirements) of this Schedule 1 (Scope of Services).
	1. For the avoidance of doubt, where a performance failure is incapable of rectification and therefore a Rectification Plan cannot be implemented, no further performance failure relating to the failure to rectify shall be ascribed to the Consultant.
	2. Rectification Plans shall be executed at the Consultant’s own costs and expenses.

***Annual End User Satisfaction Survey***

* 1. The Consultant is advised that the Client Organisation’s Representative shall be undertaking on an annual basis ‘End User Satisfaction Surveys’ in relation to all active Work Orders entered into pursuant to the Call-off Contract at a format to be jointly agreed with the Consultant’s Representative. For the purposes of this survey, the following groups of individuals shall be deemed to be end users:
* Additional Client Organisations’ personnel who are directly involved with the delivery, management and monitoring of Work Orders entered into pursuant to the Call-off Contract
	1. The outcomes of the Annual End User Satisfaction Survey shall be communicated to the Consultant’s Representative with the view of enabling them to consider the feedback contained therein and, where relevant, proposing a set of corrective measures as part of the Annual Service Report (please refer to paragraph 3.26 below).

***Annual Service Report***

* 1. In addition to the monthly Performance Monitoring Reports, which the Consultant shall be required to submit in accordance with this Part C (Performance Measurement Framework), the Consultant shall also be required to submit ***no later than the 15th of the last month of each Call-off Contract Year an Annual Service Report*** which shall contain a detailed review of the Consultant’s progress and (where relevant) rectification or improvement proposals in relation to the following Schedule 1 (Scope of Services) requirements:
* National Decarbonisation Strategy;
* Modern Slavery Assessment Tool;
* Social Value Plan;
* Annual End User Satisfaction Survey.
1. **Persistent Breach (Individual Work Order Level)**
	1. **Critical Performance Failures**
		1. If a Critical Performance Failure occurs (whether or not it has been rectified) more than three (3) times in a six (6) month period then the Additional Client Organisation may serve notice on the Consultant as follows:
			1. Specifying that it is a formal warning notice;
			2. Giving reasonable details of the Critical Performance Failures;
			3. Stating that if such Critical Performance Failures recur frequently or continue this may result in termination of the Work Order.
		2. If following service of such a formal warning notice, Critical Performance Failures continue or recur (whether or not they have been rectified) more than two (2) times within a period of four (4) months after the date of service of the formal warning notice, then the Additional Client Organisation may serve another notice on the Consultant as follows:
			1. Specifying that it is a final warning notice:
			2. Stating that the Critical Performance Failures specified have been the subject of a formal warning notice:
			3. Stating that if these Critical Performance Failures continue or recur after the date of service of the final warning notice, the Work Order may be terminated by the Additional Client Organisation.
		3. If following service of such a final warning notice, Critical Performance Failures continue or recur (whether or not they been rectified) more than two (2) times within a period of three (3) months after the date of service of the final warning notice **(“Critical Performance Failure Threshold”)**, then the Additional Client Organisation may terminate the Work Order, or terminate the provision of any part of the services commissioned under such Work Order by written notice to the Consultant with immediate effect.
	2. **Moderate Performance Failures**
		1. If a Moderate Performance Failure occurs (whether or not it has been rectified) more than five (5) times in a six (6) month period then the Additional Client Organisation may serve notice on the Consultant:
			1. Specifying that it is a formal warning notice;
			2. Giving reasonable details of the Moderate Performance Failures;
			3. Stating that if such Moderate Performance Failures recur frequently or continue this may result in termination of the Work Order.
		2. If following service of such a formal warning notice, Moderate Performance Failures continue or recur (whether or not they have been rectified) more than four (4) times within a period of four (4) months after the date of service of the formal warning notice, then the Additional Client Organisation may serve another notice on the Consultant:
			1. Specifying that it is a final warning notice;
			2. Stating that the Moderate Performance Failures specified have been the subject of a formal warning notice;
			3. Stating that if these Moderate Performance Failures continue or recur after the date of service of the final warning notice, the Work Order may be terminated by the Additional Client Organisation.
		3. If following service of such a final warning notice, Moderate Performance Failures continue or recur (whether or not they been rectified) more than three (3) times within a period of three (3) months after the date of service of the final warning notice **(“Moderate Performance Failure Threshold”)**, then the Additional Client Organisation may terminate the Work Order, or terminate the provision of any part of the services commissioned under such Work Order by written notice to the Consultant with immediate effect.
	3. **Low Performance Failures**
		1. If a Low Performance Failure occurs (whether or not it has been rectified) more than eight (8) times in a six (6) month period then the Additional Client Organisation may serve notice on the Consultant:
			1. Specifying that it is a formal warning notice;
			2. Giving reasonable details of the Low Performance Failures;
			3. Stating that if such Low Performance Failures recur frequently or continue this may result in termination of the Work Order.
		2. If following service of such a formal warning notice, Low Performance Failures continue or recur (whether or not they have been rectified) more than six (6) times within a period of four (4) months after the date of service of the formal warning notice, then the Additional Client Organisation may serve another notice on the Consultant:
			1. Specifying that it is a final warning notice;
			2. Stating that the Low Performance Failures specified have been the subject of a formal warning notice;
			3. Stating that if these Low Performance Failures continue or recur after the date of service of the final warning notice, the Work Order may be terminated by the Additional Client Organisation.
		3. If following service of such a final warning notice, Low Performance Failures continue or recur (whether or not they been rectified) more than four (4) times within a period of three (3) months after the date of service of the final warning notice **(“Low Performance Failure Threshold”)**, then the Additional Client Organisation may terminate the Work Order, or terminate the provision of any part of the services commissioned under such Work Order by written notice to the appointed Contractor with immediate effect.
	4. For the avoidance of any doubt, to the extent that the relevant Performance Failures shall affect only part of the services, the Additional Client Organisation (at its sole discretion) may partially terminate the Work Order in relation to the relevant part of the services and in that event the requirements under such Work Order shall be construed with such modifications as shall be necessary to give effect to a partial termination in relation to the relevant part of the services.
2. **Persistent Breach (Call-off Contract Level)**
	1. The Persistent Breach procedure set out within Section 4.0 (Persistent Breach – Individual Work Order Level) shall be applied in respect of Critical, Moderate and Low Performance Failures occurring in relation to the Consultant’s delivery of the Call-off Contract, which may be terminated in full or in part by the Client Organisation should the relevant Performance Failure Thresholds be breached.

**ANNEX A – PROFESSIONAL SERVICES IN CONSTRUCTION FRAMEWORK AGREEMENT SPECIFICATION**

**Attached as a separate document**

**ANNEX B – KEY PERFORMANCE INDICATORS (‘KPI’) MATRIX**

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| **KPIs at Call-off Contract Level *(Self Reporting Party: Consultant’s Representative / Performance Monitoring Party: Client Organisation’s Representative*** |
| **KPI Ref No.** | **Performance Standard** | **Performance Threshold** | **Level of Performance Failure** | **Monitoring Frequency and Method** | **Reporting Frequency and Method** | **Rectification Period *(where failure is capable of rectification)*** |
| **CON-KPI01** | The Consultant’s Work Order Proposals are completed and submitted in accordance with the information requirements set out within Schedule 3 of the Call-off Contract | **80%** *(to be calculated based on the number of Work Order Proposals for which the Schedule 3 information requirements were fully met against the total number of Work Order Proposals submitted within a single reporting period)* | **Critical** | **Monthly** (Call-off Contract Performance Review Meetings)  | **Monthly** (Call-off Contract Performance Monitoring Report)  | Within two (2) working days from the date that the Consultant is notified either by the Additional Client Organisation’s Representative or by the Client Organisation’s Representative that the Consultant’s Proposal in respect of a Work Order does not contain all information required under Schedule 3 |
| **CON-KPI02** | The PMO Dashboard is maintained up to date with the complete and accurate data sets relating to all existing Work Orders, thus enabling accurate reporting at a national level | **90%** *(to be calculated based on the number of complete and accurate Work Order data sets against the total number of existing Work Orders within a single reporting period)* | **Critical** | **Monthly** (Call-off Contract Performance Review Meetings) | **Monthly** (Call-off Contract Performance Monitoring Report) | Within three (3) working days from the date that the Consultant is notified by the Additional Client Organisation’s Representative or by the Client Organisation’s Representative that data records are incomplete and/or inaccurate |
| **CON-KPI03** | Funding application deadlines relating to existing Work Orders have been met  | **100%** *(to be calculated based on the number of funding applications which were submitted within the deadline against the total number of funding applications submitted within a single reporting period)* | **Critical** | **Quarterly** (Call-off Contract Performance Review Meetings) | **Quarterly** (Call-off Contract Performance Monitoring Report) | *Incapable of Rectification* |
| **CON-KPI04** | All complaints received are investigated and responded to within three (3) working days from the time the Consultant was notified of such complaint | **100%** *(to be calculated based on the total number of received within a single reporting period* | **Moderate**  | **On occurrence** (standard Consultant account management procedures) | **Monthly** (Call-off Contract Performance Monitoring Report) | Relevant Escalation Procedures as set out within this Schedule 1 shall be followed |
| **CON-KPI05** | Number of Work Orders terminated in full or in part due to Consultant poor performance (persistent breach) | **0% termination rate** | **Critical** | **Quarterly** (Call-off Contract Performance Review Meetings) | **Quarterly** (Call-off Contract Performance Monitoring Report) | *Incapable of Rectification*  |
| **CON-KPI06** | Monthly Cal-off Contract Performance Monitoring Reports are submitted electronically to the Client Organisation within five (5) working days from the last day of the preceding Call-off contract month  | **100%** | **Moderate**  | **Monthly** (standard Consultant account management procedures) | **Monthly** (Call-off Contract Performance Monitoring Report) | Within two (2) working days from the date that the Report was due to be submitted |
| **CON-KPI07** | Monthly Call-off Contract Performance Monitoring Reports do not contain any fraudulent and erroneous statements | **100%** | **Critical** | **Monthly** (standard Consultant account management procedures) | **Monthly** (Call-off Contract Performance Monitoring Report) | A revised Report free of fraudulent and erroneous statements must be submitted to the Client Organisation within two (2) working days from the date that the Consultant is notified that fraudulent and/or erroneous statements have been made |
| **CON-KPI08** | All Performance Records listed within Part C (Performance Measurement Framework) are maintained in accordance with the Client Organisation’s requirements and are readily available in an electronic format at all times (\**in the event Performance Records cannot be made readily available due to system downtime, the Consultant must inform the Client Organisation’s Representative of the same and make available the requested Records at the earliest opportunity – on this occasion, a Performance Failure shall not be attributed to the Consultant)* | **75%** *(to be calculated based on the number of available Performance Records against the total number of Performance Records that should be available during a single reporting period)* | **Moderate** | **Monthly** (standard Consultant account management procedures) | **Monthly** (Call-off Contract Performance Monitoring Report) | Where the Consultant acknowledges that there are Performance Records which do not comply within this CON-KPI08, all relevant Performance Records must be brought in line with this CON-KPI08 within five (5) working days from the date that the relevant Call-off Contract Performance Monitoring Report was submitted to the Client Organisation’s Representative. Where non-compliance is established following an unplanned audit check, Performance Records must be brought in line with this CON-KPI08 within five (5) working days from the date of the unplanned audit check *(****N.B.*** *In any case, satisfactory rectification shall be confirmed upon completion of an audit by the Client Organisation confirming that all Performance Records are in order)* |
| **CON-KPI09** | Attendance at the planned Call-off Contract Monthly Performance Meetings  | **100%** | **Low** *(Performance Failure to be incurred only in the event that the appointed Contractor fails to attend the planned meeting without giving prior notice)* | **Monthly** (standard Consultant account management procedures) | **Monthly** (Call-off Contract Performance Monitoring Report) | *Incapable of Rectification* |
| **CON-KPI10** | The level of end user satisfaction achieved across all Additional Client Organisations following completion of the Annual End User Satisfaction Survey meets the minimum Performance Threshold  | **85%** | **Moderate** | *N/A* | **Annual Service Report**  | Based on the feedback received as part of the Survey, a suitable Rectification Plan will be jointly designed by the Client Organisation and the Consultant and shall be implemented in accordance with the provisions and timescales therein |
| **KPIs at Work Order Level *(Self Reporting Party: Consultant’s Contract Manager / Performance Monitoring Party: Additional Client Organisation’s Representative*** |
| **WD-KPI01** | Work Order milestone stages delivered on time in accordance with the agreed Work Order programme *(\*In the event it is evidenced that the Consultant was unable to meet this WD-KPI01 due to an act or omission on behalf of the Additional Client Organisation and/or an Additional Client Organisation related party, a Performance Failure shall not be attributed to the Consultant)*  | **90%** *(to be calculated based on the number of milestones completed on time against the total number of milestones that were due to be delivered during a single reporting period)* | **Critical**  | **Quarterly** (Work Order Performance Review Meetings)  | **Quarterly** (Work Order Performance Monitoring Report)  | Within five (5) working days from the date that the Work Order milestone stage was due to be completed  |
| **WD-KPI02** | All activities within a Work Order milestone stage delivered to the required quality and time in accordance with the Consultant’s Proposal *(\*In the event it is evidenced that the Consultant was unable to meet this WD-KPI02 due to an act or omission on behalf of the Additional Client Organisation and/or an Additional Client Organisation related party, a Performance Failure shall not be attributed to the Consultant)* | **80%** *(to be calculated based on the number of milestone activities completed to the required quality and time against the total number of milestone activities that were due to be delivered during a single reporting period)* | **Critical**  | **Monthly** (Work Order Performance Review Meetings)  | **Monthly** (Work Order Performance Monitoring Report)  | A Rectification Plan shall be agreed between the Additional Client Organisation and the Consultant and the Consultant shall implement this in accordance with the provisions and timescales therein  |
| **WD-KPI03** | Monthly Work Order Performance Monitoring Reports are submitted electronically to the Additional Client Organisation within five (5) working days from the last day of the preceding Work Order contract month  | **100%** | **Moderate**  | **Monthly** (standard Consultant account management procedures) | **Monthly** (Work Order Performance Monitoring Report) | Within two (2) working days from the date that the Report was due to be submitted |
| **WD-KPI04** | Monthly Work Order Performance Monitoring Reports do not contain any fraudulent and erroneous statements | **100%** | **Critical** | **Monthly** (standard Consultant account management procedures) | **Monthly** (Work Order Performance Monitoring Report) | A revised Report free of fraudulent and erroneous statements must be submitted to the Additional Client Organisation within two (2) working days from the date that the Consultant is notified that fraudulent and/or erroneous statements have been made |
| **WD-KPI05** | Attendance at the planned Work Order Monthly Performance Meetings  | **100%** | **Low** *(Performance Failure to be incurred only in the event that the appointed Contractor fails to attend the planned meeting without giving prior notice)* | **Monthly** (standard Consultant account management procedures) | **Monthly** (Work Order Performance Monitoring Report) | *Incapable of Rectification* |
| **WD-KPI06** | All complaints received are investigated and responded to within three (3) working days from the time the Consultant was notified of such complaint | **100%** *(to be calculated based on the total number of received within a single reporting period* | **Moderate**  | **On occurrence** (standard Consultant account management procedures) | **Monthly** (Work Order Performance Monitoring Report) | Relevant Escalation Procedures as set out within this Schedule 1 shall be followed |