

**REPORT OF THE CHAIRMAN OF THE TRANSPORT AND HIGHWAYS
COMMITTEE****AWARD OF THE HIGHWAY MAINTENANCE CONTRACT****Purpose of the Report**

1. The purpose of this report is to seek approval for the County Council to enter into a contract with the bidder who provided the most economically advantageous, best value and best quality, tender for the highway maintenance contract.
2. The County Council is seeking to improve the quality and value for money of highway works. The main contracts for highway works delivered by external contractors plus several areas of highway works currently delivered through in house teams are therefore being procured through a new, cost based contract with an estimated £160M value over 10 years, as approved by County Council on 30th June 2011 and Cabinet Lead Members for Transport and Highways and Property and Finance on 9th February 2012
3. The contract is designed to provide high quality highway services through rigorous performance management of the contract. Contract extension beyond the initial 5 year period will only be granted for proven high quality service delivery and will be evaluated during the second year of the contract. A key consideration for the Council is the local economy, the proposed award is to a contractor who has committed to delivering 90% of the work through local employment and local suppliers. The commitment to 90% delivery through the local economy is unusually high for a contract of this nature, this award is to the highest of the two contractors passing the quality assessment, and confirms the Councils own commitment to supporting the local economy.
4. Value for money will be delivered through arrangements where the contractor is required to operate on an open book cost basis and where the Council will take a share of all savings achieved by the contractor in delivering the works. There will also be an annual review of costs throughout the period of the contract. However the cost models submitted with this tender will at a minimum deliver cost savings of over £2M every year for this Council to reinvest towards further improving the condition of the County's highways.
5. This contract has been tendered by the Council's Highway division using an objective and rigorous procurement process supported by the Council's own procurement and legal team's expertise with external support where specialist advice is required. The total cost of the procurement is estimated at £400,000 compared to the over £2M a year saving that will be achieved.

6. Some information relating to this report is not for publication by virtue of Schedule 12A of the Local Government Act 1972. The exempt information is set out in the Exempt Appendix.

Procurement Process

7. This form of contract is considered current best practice for procurement of highway services and is based on work undertaken by local highway authorities within the midlands working together through the Midland Highway Alliance (MHA). The Nottinghamshire contract will therefore form the basis of a standard term maintenance contract available for future use by all MHA authorities. The Nottinghamshire contract has also supported the development of a similar national best practice term maintenance contract recently launched by the DfT Highway Maintenance Efficiency Programme.
8. This procurement was undertaken using the restricted procedure - as defined in Regulation 16 of 'The Public Contracts Regulations 2006' – this route was chosen to avoid the Authority having to deal with an overwhelmingly large number of tenders. Further details of the tendering process and evaluation methodology are provided in Appendix A of this report.
9. Procurement law requires no publication of the winning contractor for 10 days following the award of the contract or until a challenge which may be raised against the award by a tendering contractor within that period is resolved.
10. The contractor to whom it is proposed to award this contract is therefore not for publication by virtue of Schedule 12A of the Local Government Act 1972. The exempt information is set out in the Exempt Appendix.

Background

11. On the 30th June 2011 the County Council considered a report about the future delivery of highway services in Nottinghamshire. It was concluded that a range of works were to be evaluated to determine whether they should be offered to the market, this would allow the Authority to test the market, benchmark costs, identify new providers and provide some healthy competition between suppliers, whilst retaining a strong local supplier base.
12. Subsequently on the 29th of November 2011 the cabinet lead members for Transport & Highways and Finance & Property gave the Highways Division approval to proceed with an OJEU notice and invitations to tender for a new highway services term maintenance contract. The proposed contract is required to achieve the following:
 - to maximise the potential efficiency and cost savings a single provider is to be sought who has the capacity, capability and experience to deliver highway services in a term maintenance contract context;
 - the successful contractor must demonstrate use of local labour and a local supply chain where required and competitively available;
 - the contract will operate under the New Engineering Contract terms and conditions which are the current industry standard for highway services. The main options used will be target costing with actual cost payment and a pain/gain arrangement to both

incentivise innovation and efficiency and ensure the County Council shares the cash savings;

- the contract will be let for 5 years with the opportunity to extend by up to a further 5 years dependent on the performance of the contractor assessed during the 2nd year of the contract;
- to ensure value for money throughout the period of the contract Key Performance Indicators (KPI) will be used which give access to appropriately placed contract extensions. The proposed KPI will allow the County Council to bench mark the performance of its own contractor against that of others employed elsewhere in the region.

13. The evaluation of the services which were considered for inclusion in the proposed contract was undertaken during a series of workshops which were attended by a wide range of representatives from throughout the Highways Division. The workshops explored whether the in-house teams, external contractors or a mixed economy were the best methods for the delivery of these works. The outcomes of these workshops were calibrated to take account of the impact of the changes on the continued viability of the retained in-house Operations Group to operate on a commercial trading account, to balance resources for example between seasonal activities, and to provide a clear definition between in-house and externally delivered services to assist the establishment of more efficient commissioning processes.

14. The outcomes of the evaluation process were reported jointly to the Cabinet Members for Transport & Highways and Finance & Property on the 9th of February 2012, in summary approval was granted for the following services to be offered to the market (* denotes service currently or partly delivered in house at present):

- Carriageway resurfacing
- Carriageway surface dressing
- Pre-surface dressing patching
- Road markings and studs (*)
- Routine gully cleaning (*)
- Planned street lighting column replacement (*)
- Earthworks, boundary works & land reclamation (*)
- Vehicle safety barrier
- High friction surfacing

15. Many of these services included in the proposed contract are already largely or completely delivered by external contractors this includes resurfacing and surface dressing however, some highway services (*) are currently delivered by the County Council's in-house teams. The transfer of services from the County Council's in-house teams to the successful bidder will require the TUPE transfer of a number of County Council employees.

Quality of Highway Services

16. To ensure the contractor awarded this contract will be the best placed to deliver high quality highway services the tenders were assessed on the basis of 60% by quality and 40% by price.
17. The tender established a threshold of 60% of the quality score available below which a contractor's financial submission would not be considered as set out in Appendix A. One of the three contractors assessed failed to meet the minimum quality threshold.
18. The technical (quality) submission comprises the answers to 14 questions which have been based on the European Quality Management Foundation model which is considered procurement best practice.
19. The Council seeks through this contract to continue to provide a highway service to best meet the needs and aspirations of all residents and highway users. Therefore the first question in the technical (quality) assessments asked how the contractor will approach this contract to provide the Council an assurance that members of the public will be satisfied with the highway service delivered. The answer provided by the contractor it is proposed to award the contract to is attached at Appendix B.
20. Three questions asked the contractors to set out their proposals to support the rigorous performance management arrangements required by this contract, performance of their obligations under the contract, and tested the contractor's understanding of risk management within the contract.
21. The Council is determined to ensure that this contract will support the local economy. To test this two specific questions were asked which required bidders to commit to a percentage of contract spend which they will release into the local economy and to provide details of their proposed suppliers / sub-contractors and to state under what terms these organisations will be engaged. The bidder's response will form the achievement criteria which must be honoured in the contract and represents a contractual commitment to pursue the stated payment terms, forms of contract, willingness to change practices to accommodate local companies etc.
22. Further questions tested the contractor's obligations to deliver works programmes, financial, health and safety, customer and contract management arrangements and control of the quality of the highway works delivered. Contractors were required to submit their proposed contract staffing proposals, how they would work with the Council to reduce cost of each project and coordinate delivery of works on the highway network. They were asked to set out mobilisation arrangements, environmental and sustainability practices, and proposals for operation of the open book cost management arrangements required by the contract.
23. As part of the technical (quality) assessment each contractor was also required to present to the tender evaluation team on how their organisation proposes to approach a collaborative relationship with the Council.

Value for Money

24. The financial submission comprises a number of cost models which have been chosen to fully represent the scope of the works included in the contract, these models have been based on real historical schemes. The cost information for each model has been weighted to ensure that it reflects the true proportion of the different works.
25. The use of cost models has provided a very good comparison between current costs and those submitted by each contractor for real scheme situations. It has also enabled the Council to see in detail the make-up of each contractor's cost component including plant, labour, material costs and separately overhead and profit. This will provide contractually binding data through which the Council can ensure lowest cost and its share of any future cost saving achieved under this contract.
26. The tender set out that a minimum threshold of 60% of the available score for the technical (quality) assessment must be achieved before the financial assessment will be considered. Two of the three contractor's tender submissions passed this threshold and the estimated cost savings from the financial assessment are set out below.

	Contractor A	Contractor B
Total Saving	£2,152,712	£1,421,113

27. The total estimated saving of £2,152,712 each year comprises a capital saving of £1,735,411 and revenue saving of £417,301. The capital saving will be reinvested in further improving the condition of the County's highways and it is noted that £237,554 of the estimated revenue saving will be achieved during the third year of the contract with the introduction of an outcome specification gully cleaning service.
28. The highways capital programme for 2013/14 provisionally approved by Transport and Highways Committee on 13th September 2012 will be reviewed by that Committee at its meeting on 6th February 2013 and will include details of the additional maintenance and resurfacing schemes to be delivered through the reinvestment of the capital saving.
29. The contract also includes incentives for further efficiency savings to be delivered over and above this saving with a typical industry standard of 2 to 3% per annum.
30. It should be noted that this contract is tendered as a whole package and the Council may not "pick and choose" which elements of service to include at this stage. However, the contract includes robust mechanisms for challenging value for money including the use of these tender assessments.

Tender Evaluation

31. A detailed explanation of the tendering and evaluation process is provided in Appendix A of this report however, the dates contained in the table overleaf may prove useful:

STAGE OF PROCUREMENT	DATE
Issue of ITT	21 September 2012
Closing date for bidder clarifications	26 October 2012
Deadline for tender submissions	9 November 2012
Tender evaluation concluded by the Employer	29 November 2012
Recommendation to Policy Committee	16 January 2013
Notification to preferred bidder	16 January 2013
Alcatel Period (statutory ten day standstill period) closes midnight	28 January 2013
Earliest award notice and contract signature	29 January 2013

32. To ensure that the County Council's requirements for the proposed contract will be met the bidders were required to complete both technical (quality) and financial (price) submissions. The bidder's scores for both submissions have been combined to arrive at a final score; the ratio of this final score is 60% quality and 40% price. The bidder who has achieved the highest final score is deemed to have provided the most economically advantageous tender.
33. A panel of technical and procurement officers from within the highways, procurement and corporate improvements teams supported by an external consultant has undertaken this tender assessment. Each question has been assessed by a minimum of three people.

Other Options Considered

34. The County Council at its meeting 30th June 2011 considered the alternatives of retaining the status quo or competitively tendering the whole of highway operations. The status quo was not expected to achieve the necessary budgetary savings and the competitive tender was estimated with procurement costs in excess of £1M with potential savings not achieved for the following 2 years.
35. The Cabinet Members for Transport & Highways and Finance & Property on the 9th of February 2012 considered a report which set out the details and reasons for the inclusion of the specific service areas in the contract (mainly planned works) and the retention of in-house provision for other service areas (mainly reactive works) based on a series of staff workshops within the highways division.

Reasons for Recommendation

36. The results of the tender evaluation process are as follows:

Bidder	Technical (quality) Score	Financial (price) Score	Final score	Ranking
<i>Maximum score available</i>	60	40	100	n/a
Contractor A	43.69	24	67.69	1
Contractor B	40.75	17	57.75	2

37. The reason for the recommendation is that the highest final score shown in the table above represents the most economically advantageous tender (as defined in the 'The Public Contracts Regulations 2006') for the works which fall within the scope of the proposed contract.

38. The contract will be started as quickly as possible with an earliest possible start date 1st April 2013.

Statutory and Policy Implications

39. This report has been compiled after consideration of implications in respect of finance, the public sector equality duty, human resources, crime and disorder, human rights, the safeguarding of children, sustainability and the environment and those using the service and where such implications are material they are described below. Appropriate consultation has been undertaken and advice sought on these issues as required.

Implications for Service Users

40. Question R1 of the technical submission tested the bidder's commitment to service users; Contractor's A response is provided in its entirety in Appendix B.

Financial Implications

41. Based upon the information contained in this report the anticipated indicative saving is £2,152,712 per annum, with a capital saving of £1,735,411 and revenue saving of £417,301. The capital saving will be reinvested in further improving the condition of the County's highways and it is noted that £237,554 of the estimated revenue saving will be achieved during the third year of the contract with the introduction of an outcome specification gully cleaning service.

Human Resources Implications

42. Under the auspices of the Transfer of Undertakings (Protection of Employment) Regulations 2006 there are currently eleven County Council employees who are liable for transfer to Contractor A. The number of transferring employees may be reduced if these members of staff choose to pursue employment opportunities elsewhere or alternative employment within the Authority.

Implications for Sustainability and the Environment

43. In their technical submission Contractor A stated that it is their goal to achieve a “no waste” contract. Contractor A has a proven track record in the recycling and reuse of materials and a commitment has been received to establish a facility for the treatment of gully cleaning arising at an existing premise.

RECOMMENDATION/S

44. That the proposed highway services term maintenance contract be awarded to Contractor A who has submitted the most economically advantageous tender
- with both the best cost and highest quality
 - including a commitment to reinvest 90% of the spend under this contract back into the local economy
 - delivering a saving to the Council of over £2M a year for reinvestment towards improving the condition of the County’s road network.
45. That details of the reinvestment of the capital savings arising from this contract are included in reports to Transport and Highways Committee on the Highways Capital Programme.

For any enquiries about this report please contact:

Andrew Warrington – Service Director for Highways

Constitutional Comments (CEH 02.01.13)

46. The recommendation within the report falls within the remit of Policy Committee.

Financial Comments (MA 04/01/13)

47. The estimated savings are as detailed in the report, with the capital element being reinvested as indicated, and incorporated in Capital Programme proposals to be approved by Council in February 2013. The potential revenue savings will be considered as part of the 2013/14 budget proposals and Medium Term Financial Strategy. The implications of the reduction in the level of in house provision, with particular reference to overhead recovery, will be considered as part of a broader piece of work currently underway.

Background Papers

48. Except for previously published documents, which will be available elsewhere, the documents listed here will be available for inspection in accordance with Section 100D of the Local Government Act 1972.

- County Council Report 30th June 2011
- Cabinet Lead Member Report 29th November 2011
- Cabinet Lead Member Report 9th February 2012

Electoral Division(s) and Member(s) Affected

All

Tender and Evaluation Processes

Procurement strategy

1. The procurement strategy for the project was to ensure that sufficient suitably qualified Tenderers were invited to tender to meet the requirements of the Council. A two stage Restricted procurement process was employed.
2. The recommendation is that contracts will be awarded to the highest scoring Tenderer subject to satisfactory due diligence check being completed. The unsuccessful Tenderers will be provided with the opportunity to receive a debrief.

Information Seminars and visits

3. The tender engagement was started with a PQQ seminar, designed to draw out the critical aspects of the tender and so encourage the best possible submissions.
4. Information was advertised in European and local tendering portals, and communications via email to the incumbent service providers. These channels were selected to encourage responses from as wide a range of organisations as possible.
5. At the ITT stage, a similar 2 hour engagement seminar took place with the shortlisted tenderers held on 05/03/2012. This time the emphasis was to explain to the tenderers the critical aspects of the tender documentation pack.
6. At the ITT Stage, site visits to the NCC Bilsthorpe depot were requested by May Gurney and Tarmac. These visits duly took place and were hosted by the Depots Group Manager. Nexus Highways Limited did not request a visit.
7. A technical presentation was prepared and delivered explaining the NCC highways asset management system during the ITT stage. This was attended by May Gurney and Tarmac. Nexus Highways Limited declined to attend.

PQQ Stage

8. 37 organisations expressed an interest in receiving the PQQ documents. From these 8 organisations completed and submitted a PQQ document.
9. From these, 4 organisations succeeded in meeting the necessary mandatory criteria and quality threshold criteria and were considered for the final evaluation. A simple review of the financial information provided by the Tenderer was undertaken where no concerns were raised as to the financial health of the compliant Tenderers. This will be supplemented by a request to see insurance certificates. The remaining 4 submissions were rejected, all failed on Part 1 which was about:

- Section A – Organisation identity,
- Section B – Financial information & insurances, and
- Section C – Health & safety, equal opportunities and environmental improvement notices.

10. Debriefs were offered by NCC to all successful tenderers. This was accepted by Tarmac Limited and Ringway Infrastructure Services Limited. The debriefs were conducted.

11. Subsequently Ringway Infrastructure Services Limited withdrew citing high levels of workloads and therefore they being unable to commit to completing the ITT. This was recorded both at the de-brief session and also as a message in the messaging portal.

12. North Midlands Construction plc. have since requested a debrief which took place on 11 December 2012.

13. Nexus Highways Limited declined the offer of a debrief.

ITT stage

14. Three companies were invited to the ITT stage:

- May Gurney,
- Nexus, and
- Tarmac.

15. The Council devised a methodology for assessing the most economically advantageous tender which applied as the Tender Evaluation process. This was based on an assessment of Value for Money (Vfm) by calculating overall weighted scored in accordance with the weightings detailed in the table below. All tenders were evaluated for quality and finance. Questions R1, R2.2, R2.3, R3, R4 and P1 were rated as the most important criteria and so were weighted the highest.

Question	Question Title	Marks	Weighting	Maximum Score
R1	Customer Results	/ 10	1	10
R2.1	Key Performance Results	/ 10	0.333	3.33
R2.2	Performance Results	/ 10	1	10
R2.3	Risk Identification	/ 10	1	10
R3	Supply Chain	/ 10	1	10
R4	Supply Chain	/ 10	1	10

R5	Leadership	/ 10	0.5	5
R6	Policy and Strategy	/ 10	0.5	5
R7	People	/ 10	0.5	5
R8	Early Contractor Involvement	/ 10	0.5	5
R9.1	Process	/ 10	0.333	3.33
R9.2	Process	/ 10	0.5	5
R9.3	Environmental	/ 10	0.334	3.34
R9.4	Cost Management	/ 10	0.5	5
			Total Score / 2	
P1	Collaboration	/ 10	1.5	15
	Total Score			
	Proportion of total Tender Evaluation 45%			
P1	Proportion of Interview Score 15%			
	Total score			
MINIMUM THRESHOLD	To be considered for the Contract all Tenders must meet a minimum quality threshold level of 60%			36 %
	Threshold met - Mark Yes or No			

16. All calculations regarding the pricing were calculated using the percentage scale described below.

17. If all the Tenderers came to an average price of £12,000,000, then the tenderer would be awarded 20% automatically which would be carried forward to the Overall Score. Each £100,000 would carry 1% of the marks.

18. If an individual tenderers pricing was £10,500,000 their total score would be 35%, adding a further 15% to the original 20%. A maximum of 40% could be scored.

19. If the individual tenderers price is £13,500,000 their score would be 5%, the initial 20% then -15% for being over the average score. A minimum of 0% could be scored.

Evaluation team and guidance material

20. The evaluation of Tenders, according to pre-determined criteria, was made by a panel of NCC Officers with third party consultants, based on their professional judgement of the information supplied by tenderers in their Tender. The team consisted of 13 evaluators including external support from Atos Consulting; this meant that each question was scored by at least three different evaluators.
21. Evaluators took part in workshops to study the questions and develop model answers.

Clarification and compliance steps

22. During the tender, 47 clarification questions were received. 44 of these were answered whereby the responses were broadcast to all tenderers. The remaining 3 were responded to direct to the originator. All the questions were raised by either May Gurney or Tarmac Limited.
23. On receipt of tenders, the following submission checklist was deployed.
- Section 2b – Quality submission
 - Section 2c – Financial submission
 - Section 5 - form 1 – Form of tender
 - Section 5 - form 2 - Prompt payment certificate
 - Section 5 - form 3 – Freedom of information act declaration
 - Section 5 - form 4 – Construction industry tax scheme
 - Section 5 - form 5 – Goods vehicle operator license declaration
 - Section 5 - form 6 – Anti-collusion certificates
 - Section 5 - form 7 – Consortium member anti-collusion certificates
 - Section 5 - form 8 - Certificate of bona fide tender and certificate against canvassing
 - Section 5 - form 9 - Contract data part two - data provided by the contractor
24. Just 4 clarification questions were raised by NCC to the Tenderers during the Evaluation of the Quality Submissions.
25. On receipt of the tenders, NCC did not disqualify any submission. The grounds considered were:
- Was submission received after the deadline or otherwise failed to meet the NCC submission requirements as set out in this ITT;
 - Did submissions contain one or more intentional or negligent misrepresentations; or
 - Was submission otherwise Non-Compliant.

Variation to Specification/s

26. No major variations to the specification were made as a result of the clarification stage of the tendering process.
27. No minor variations to the specification were made as a result of the clarification stage of the tendering process.

Appendix B

EXTRACT FROM CONTRACTOR A TENDER - PART TWO QUALITY QUESTIONS (REDACTED)

No.	Statement																																
	<p>Customer Results: <i>"Excellent organisations comprehensively measure and achieve outstanding results with respect to their customers."</i> Copyright European Quality Management Foundation.</p>																																
	<p>Question</p> <p>How will your approach assure that members of the public do not need to complain about your service delivery?</p>																																
	<p>Answer Words = 1147 excluding list and tables</p>																																
R1	<p>Results</p> <p>On our current xxx contract we have received an average of 9/10 on our customer satisfaction surveys.</p> <p>Since the current xxxxxx contract commenced in 2006, we have resolved all surfacing related non-conformances whilst on site and have never had to return to correct any defective work, minimising disruption to our customers.</p> <p>We have continually improved our xxxxxxxxx Considerate Contractor Scheme (CCS) scores as shown in the graph below, scoring 37/40 in the latest site visit held as recently as October 2012.</p> <div style="text-align: center;"> <table border="1"> <caption>Considerate Constructors Scheme Overall Scores Data</caption> <thead> <tr> <th>Date of Inspection</th> <th>Score</th> </tr> </thead> <tbody> <tr><td>May-08</td><td>32.5</td></tr> <tr><td>Sep-08</td><td>31.0</td></tr> <tr><td>Nov-08</td><td>31.0</td></tr> <tr><td>Mar-09</td><td>31.5</td></tr> <tr><td>Jul-09</td><td>32.0</td></tr> <tr><td>Nov-09</td><td>33.5</td></tr> <tr><td>Mar-10</td><td>34.0</td></tr> <tr><td>Jul-10</td><td>35.0</td></tr> <tr><td>Nov-10</td><td>35.5</td></tr> <tr><td>Mar-11</td><td>35.8</td></tr> <tr><td>Jul-11</td><td>36.0</td></tr> <tr><td>Nov-11</td><td>36.0</td></tr> <tr><td>Mar-12</td><td>36.0</td></tr> <tr><td>Jul-12</td><td>36.0</td></tr> <tr><td>Nov-12</td><td>37.0</td></tr> </tbody> </table> </div> <p>In September 2011 we received a Bronze CCS award for the</p>	Date of Inspection	Score	May-08	32.5	Sep-08	31.0	Nov-08	31.0	Mar-09	31.5	Jul-09	32.0	Nov-09	33.5	Mar-10	34.0	Jul-10	35.0	Nov-10	35.5	Mar-11	35.8	Jul-11	36.0	Nov-11	36.0	Mar-12	36.0	Jul-12	36.0	Nov-12	37.0
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XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX contract, recognising our commitment to customer care.

For NCC we will:

Jointly produce a Customer Care Charter to provide guidance on how our employees are expected to behave and how complaints will be managed;

Maintain our high customer satisfaction score and target zero complaints over the contract;

Deliver work 'right first time' to reduce the likelihood of complaints;

Use our complaints management system to close out all complaints within 3 days;

We will provide NCC with any information in respect of customer care issues in a format compatible with their CONFIRM[®] Customer Relations module;

Register the Contract with the Considerate Constructor Scheme and use its biannual assessment as a measure of customer satisfaction.

"Good to see traffic marshals deployed around the work area to assist motorists, pedestrians and residents affected by the work, good environmental awareness not to use tipper wagons which may break off tree branches adjacent to the road and showing consideration for residents affected by holding a surgery for interested parties following distribution of introductory letters".

Summary comment by CCS Inspector following visit to a resurfacing scheme at on 10th October 2012

Features and benefits summary

Features (key aspects of solution)	Benefit (what NCC will derive from our solution)
Customer Care Charter jointly created with NCC	Consistent employee behaviour and complaint management when delivering the Service
A proven complaints management system	Auditable management of complaints with focus on early close out.
We 'do what we say we will do'	Careful management of Customer expectations to ensure we are open and honest at all times about impact of our works on the public.

Approach - Strategic

Our strategic aim will be to work collaboratively with NCC to improve customer satisfaction (Section 3, Schedule 9, Para 9.1.refers) and to ensure that NCC, members of the public and other stakeholders are not provided with cause for complaint, but do have reason to compliment us on the standard of our service. We will do this through:

- Adopting a stakeholder communications plan, managed by the Operations Manager, detailing how we will maintain good communication links and relations with NCC, the public and other stakeholders;
- Producing a Customer Care Charter in conjunction with NCC, detailing expected employee behaviour when dealing with the public and the process for administering and managing

complaints;

- Implementing our proven complaints management system. Whilst our focus will be to avoid complaints, this will provide an auditable system of recording and managing complaints and is designed to achieve early close out. We will learn from complaints to understand their causation and avoid repeat occurrence;
- Delivering work that is “right first time” using trained and experienced employees to minimise disruption to residents, businesses and other stakeholders and avoid a major source of complaints;
- Ensure our employees take ownership of and understand their customer care obligations and responsibilities when dealing with the public;
- Involving all stakeholders when planning and delivering works; and
- Keeping our Promises – and ‘doing what we say we are going to do, and when we will do it’.

Emergency Services	General Public	Network Rail	Environment Agency
University, Schools & Colleges	Statutory Undertakers	Hospitals	Local Businesses
Nottinghamshire Bus Companies	Neighbouring Authorities	Nottingham City Council	District Councils
Commuters	Nottingham Tram	Chamber Of Commerce	Councillors

Key stakeholders who may be affected by service delivery

Approach - Specific and Deployment

Deliver excellent customer service by:

Providing customer service training to all staff during mobilisation to ensure we are polite courteous and understanding in all our dealings with the public.

Communicate and engage with the public and Stakeholders by:

Keeping the public and stakeholders informed when operations will impact upon particular needs, travel, or business through initiatives including:

Developing NCC's existing website to provide details of planned works, durations, road closures, diversion routes, etc.;

Holding public exhibitions for larger schemes;

Installing advance warning road signs on the network strategically around the area of the works at least two weeks before they commence. Signs will contain the partnership logo, a contact number, and the duration of the works;

Sending letters to directly affected residents and businesses in the

works area, giving a brief description and programme, and contact information so they can raise concerns or ask questions. Specific issues such as access, bin collections will also be addressed;

Using social media (Facebook and/or Twitter) to communicate our works programme and receive any comments, queries or complaints about our service;

Using the ECI process to provide Stakeholders with visibility of our operations and the opportunity to help minimise disruption through coordination of work.

Deliver a right first time service by:

Using our Business Management System and ISO accredited Quality Management system (QMS) to ensure work is 'right first time'

Carrying out a comprehensive skills gap analysis during mobilisation, providing training where required to ensure our staff and operatives, in particular those TUPE transferees joining xxxxxxxxxxxxxxxxxxxxxx, deliver high quality work that does not require remedial rework.

Keeping our promises by:

Developing realistic works programmes that are achievable and correlate with the information provided to the residents, businesses and affected stakeholders.

Updating residents, businesses and affected stakeholders where any changes are required.

Encourage accountability for customer care by:

Developing a partnership identity with operatives provided with consistent PPE and photo ID-cards with staff name/number;

Branding vehicles and PPE with agreed Partnership logos.

Engage with NCC's District Managers by:

Meeting regularly to:

Engage in ECI and hold weekly update meetings when working in a District Manager's area;

Review and update the programme of works;

Understand local customer care issues and develop customer care strategies specifically for particular schemes.

Identify Emergency Services' needs by:

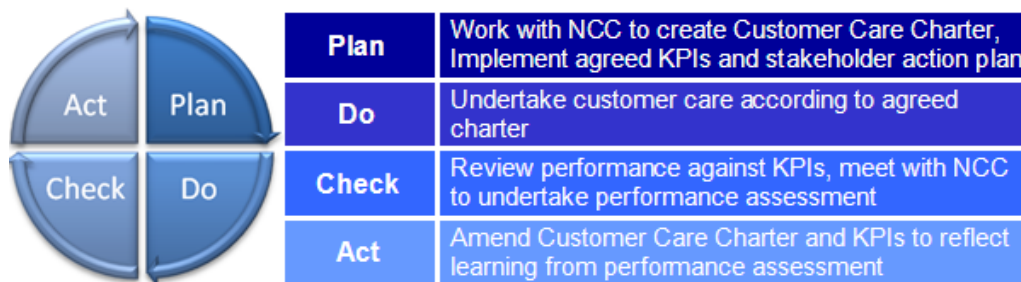
Engaging emergency services as part of scheme planning to reduce chances of delaying response to emergencies by:

Creating scheme-specific emergency plans;

Ensuring emergency access routes are provided through works areas.

Assessment and Review

Our Customer Care performance will be an agenda item at monthly Operational Board meetings. Focus will be given to issues arising from any disruption to the network caused by our work, and KPI results will be reviewed to identify trends and improvement opportunities (see below):



The **Plan, Do, Check, Act** continual improvement cycle is at the heart of our Business Improvement activities. perpetual performance review is the best method of remaining vigilant of our customer's requirements.

Performance Management

We will work with NCC during mobilisation to develop performance measurement criteria and KPIs which accurately reflect Customer Satisfaction with our service. We will also assist with the development of NCC's CONFIRM system and the operation of the Customer Relations module to manage customer information and produce meaningful reports.

We currently measure Customer Satisfaction as part of our Business Management System and we will extend this to measure performance on the new contract. Suggested KPIs, to be agreed with NCC during mobilisation, could include:

Number of complaints received across each service area;
Complaints closed out within an agreed time limit.

Considerate Constructors Scheme

The CCS is a key contributor to improving our Customer Care performance and we use it as a key enabler for all of the initiatives outlined above. xxxxxxxxxxxxxxxxxxxxxxxx is one of the founder Associate Members of the CCS and the current xxxxxxxxxxxxxxxxxxxx contract has been registered for the last six years.

Innovation and learning

Lessons Learned Register

One of our promises within our Customer Care Charter will be to

	<p>maintain a lessons learned register in order to learn from complaints and compliments received during our work to enable continual improvement.</p> <p>All complaints/compliments will be recorded alongside subsequent action taken.</p>																																																																					
	<table><tr><th colspan="10">Key Risks to achievement</th></tr><tr><th colspan="5">Key Risk</th><th colspan="5">Mitigation</th></tr><tr><td colspan="5">People wanting to 'do what they have always done'</td><td colspan="5">Customer care training for all operatives within the first 6 months of the contract start</td></tr><tr><td colspan="5">Employees not understanding what true customer care is</td><td colspan="5">Customer Care Charter created in collaboration with NCC in place by day 1 of the contract. Ongoing customer-care training</td></tr><tr><td colspan="5">Failing to mobilise correctly/on time</td><td colspan="5">Adequate resource in place and have visibility of the works required on day 1</td></tr><tr><td colspan="5">Failing to communicate our promises to the delivery team</td><td colspan="5">The mobilisation team will contain members of the bid team who understand the requirements.</td></tr></table>										Key Risks to achievement										Key Risk					Mitigation					People wanting to 'do what they have always done'					Customer care training for all operatives within the first 6 months of the contract start					Employees not understanding what true customer care is					Customer Care Charter created in collaboration with NCC in place by day 1 of the contract. Ongoing customer-care training					Failing to mobilise correctly/on time					Adequate resource in place and have visibility of the works required on day 1					Failing to communicate our promises to the delivery team					The mobilisation team will contain members of the bid team who understand the requirements.				
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