

Schedule 16 - Key Performance Indicators (KPIs)**1. Performance Measurement and Retention of Payment**

1.1 The Contractor's performance in terms of meeting the required level of service, including any faults encountered will be measured under the arrangements detailed in Clause 1.2 below and reviewed by the Contractor, Authority and User at the Quarterly Progress Meetings. Where faults have been identified, the onus is on the Contractor to demonstrate to the Authority's satisfaction that any faults or failure are not attributable to it.

1.2 In the event that in any given quarter the Contractor fails to meet the required level of performance against Table 1 below, the Authority shall have the right to make the following deductions under Table 2:

**Table 1 – KPI Criteria**

KPI	Title	Description	Required Performance	Reporting Mechanism
1	<b>Fault Reporting</b>	The contractor shall provide a suitable process for fault reporting 0800-1700 Monday to Friday (excluding Public and Bank Holidays and the Contractor's Christmas Holidays, 24 December afternoon, 25 December to 2 January inclusive)	100% of faults reported will be logged on the day of receipt.	The Contractor shall report against this KPI at each Quarterly Review Meeting. This will be cross checked with the Authority's record of Contractor performance against this KPI. Where a discrepancy arises, the Authority's record shall take precedence.
2	<b>Fault Investigation</b>	The Contractor shall provide an initial response to all fault enquiries.	100% of all fault enquiries will receive an initial response within one (1) working day. Email responses are acceptable.  100% of all Fault Investigation Reports where required to be provided within ten (10) working days	The Contractor shall report against this KPI at each Quarterly Review Meeting. This will be cross checked with the Authority's record of Contractor performance against this KPI. Where a discrepancy arises, the Authority's record shall take precedence.

KPI	Title	Description	Required Performance	Reporting Mechanism
			of the fault being reported to the Contractor.	
3	<b>Surveys</b>	The Contractor shall survey all items returned for repair.	<p>100% of all Survey Reports to be provided within twenty (20) working days of the item being received by the Contractor, which will be limited to the information available to the Contractor in regards to that item at the Contractor's initial triage.</p> <p>Where a survey is identified, which merits a more in-depth investigation, the Contractor shall notify the Authority within ten (10) working days and the timeframes for responses to be agreed between the Contractor and the Authority on a case by case basis.</p>	The Contractor shall report against this KPI at each Quarterly Review Meeting. This will be cross checked with the Authority's record of Contractor performance against this KPI. Where a discrepancy arises, the Authority's record shall take precedence.
4	<b>Quarterly Progress Meetings (QPM)</b>	The information required for each QPM i.e. Quarterly Progress Report (QPR), Agenda, Actions Log and previous QPM Minutes shall be	The QPR, QPM Agenda, Actions Log and previous QPM Minutes shall be provided within ten (10)	The Contractor shall report against this KPI at each Quarterly Review Meeting. This will be cross checked with the Authority's record of Contractor performance against this KPI. Where a discrepancy arises, the Authority's record shall take precedence.

KPI	Title	Description	Required Performance	Reporting Mechanism
		<p>provided by the Contractor to the Authority.</p> <p>The information shall be of the required format and quality as defined in the Statement of Requirement.</p>	<p>working days prior to each QPM.</p> <p>100% of those rejected by the Authority shall be amended by the contractor and returned to the Authority within three (3) working days.</p>	
5	<b>Contractor Meeting Minutes and Action Logs</b>	<p>The Contractor shall provide the minutes and action logs from meetings where the Contractor is required to act as Secretary to the meeting within ten (10) working days of the meeting.</p> <p>The minutes shall be of the required format and quality as defined in the Statement of Requirement.</p>	<p>100% of meeting minutes and action logs shall be provided within ten (10) working days of completion of the meeting.</p> <p>100% of returned comment(s) from the Authority shall be amended by the Contractor and returned to the Authority within five (5) working days.</p>	The Contractor shall report against this KPI at each Quarterly Review Meeting. This will be cross checked with the Authority's record of Contractor performance against this KPI. Where a discrepancy arises, the Authority's record shall take precedence.
6	<b>Contractor Response Times</b>	<p>The Contractor shall respond to all Authority requests for information by providing the information required within ten (10) working days of the Authority's written request.</p> <p>The information shall be of the required format and quality as defined in the written request.</p>	<p>Responses to all information requests shall be provided by the Contractor within ten (10) working days of receipt and be accepted by the Authority on first receipt.</p> <p>Where an information request is identified which merits a more in-depth</p>	The Contractor shall report against this KPI at each Quarterly Review Meeting. This will be cross checked with the Authority's record of Contractor performance against this KPI. Where a discrepancy arises, the Authority's record shall take precedence.

KPI	Title	Description	Required Performance	Reporting Mechanism
			investigation, the Contractor shall notify the Authority within ten (10) working days and the timeframes for responses to be agreed between the Contractor and the Authority on a case by case basis.	
7	<b>Tasking Authorisation Form (TAF) Response Times</b>	All TAF quotations shall be returned to the Authority within twenty (20) working days from date of receipt from the Authority.	<p>100% of TAF Part B's (Quotations) to be provided to the Authority within twenty (20) working days from date of receipt of an acceptable TAF Part A from the Authority.</p> <p>Where a TAF is identified which merits a more in-depth investigation, the Contractor shall notify the Authority within ten (10) working days and the timeframes for responses to be agreed between the Contractor and the Authority on a case by case basis.</p>	The Contractor shall report against this KPI at each Quarterly Review Meeting. This will be cross checked with the Authority's record of Contractor performance against this KPI. Where a discrepancy arises, the Authority's record shall take precedence.

Table 2 - Payment Deductions against Table 1

KPI	Metric	Metric	Metric	Metric	Metric
1	GREEN	YELLOW	AMBER	RED	CRITICAL FAILURE
	All faults logged on day of receipt	1 fault missed or not logged on day of receipt	2 faults missed or not logged on day of receipt	3 faults missed or not logged on day of receipt	4+ faults missed or not logged on day of receipt
	0% - No deductions	A deduction of 1% will be made to the quarterly payment	A deduction of 2.5% will be made to the quarterly payment	A deduction of 5% will be made to the quarterly payment	A deduction of 7.5% will be made to the quarterly payment or Termination due to Material Breach, under Section 43 of the SC2 Terms and Conditions

KPI	Metric	Metric	Metric	Metric	Metric
2	GREEN	YELLOW	AMBER	RED	CRITICAL FAILURE
	All enquiries responded to and all fault investigation reports received on time	1 enquiry not responded to or 1 report not received within the time limit	2 enquiries not responded to and / or reports not received within the time limit	3 enquiries not responded to and / or reports not received within the time limit	4+ enquiries not responded to and / or reports not received within the time limit
	0% - No deductions	A deduction of 1% will be made to the quarterly payment	A deduction of 2.5% will be made to the quarterly payment	A deduction of 5% will be made to the quarterly payment	A deduction of 7.5% will be made to the quarterly payment or Termination due to Material Breach, under Section 43 of the SC2 Terms and Conditions

KPI	Metric	Metric	Metric	Metric	Metric
3	GREEN	YELLOW	AMBER	RED	CRITICAL FAILURE

	All survey reports received on time	1 survey report not provided within the time limit	2 survey reports not provided within the time limit	3 survey reports not provided within the time limit	4+ survey reports not provided within the time limit
	0% - No deductions	A deduction of 1% will be made to the quarterly payment	A deduction of 2.5% will be made to the quarterly payment	A deduction of 5% will be made to the quarterly payment	A deduction of 7.5% will be made to the quarterly payment or Termination due to Material Breach, under Section 43 of the SC2 Terms and Conditions

KPI	Metric	Metric	Metric	Metric	Metric
4	GREEN	YELLOW	AMBER	RED	CRITICAL FAILURE
	All required information provided on time	All required information provided 1-2 working days late	All required information provided 3-5 working days late	All required information provided 6-10 working days late	All required information provided in excess of 11 working days late
	0% - No deductions	A deduction of 1% will be made to the quarterly payment	A deduction of 2.5% will be made to the quarterly payment	A deduction of 5% will be made to the quarterly payment	A deduction of 7.5% will be made to the quarterly payment or Termination due to Material Breach, under Section 43 of the SC2 Terms and Conditions

KPI	Metric	Metric	Metric	Metric	Metric
5	GREEN	YELLOW	AMBER	RED	CRITICAL FAILURE
	All meeting minutes and action logs submitted on time	1 submission of meeting minutes and action logs not received within the time limit	2 submissions of meeting minutes and action logs not received within the time limit	3 submissions of meeting minutes and action logs not received within the time limit	4+ submissions of meeting minutes and action logs not received within the time limit
	0% - No deductions	A deduction of 1% will be made to the quarterly payment	A deduction of 2.5% will be made to the quarterly payment	A deduction of 5% will be made to the quarterly payment	A deduction of 7.5% will be made to the quarterly payment or Termination due to Material Breach, under Section 43 of the SC2 Terms and Conditions

KPI	Metric	Metric	Metric	Metric	Metric
6	GREEN	YELLOW	AMBER	RED	CRITICAL FAILURE
	All requests responded to on time	1 response late (up to 5 working days)	1 response late (up to 10 working days) or; 2 responses late (up to 5 working days)	1 response late (over 10 working days) or; 2 responses late (up to 10 working days) or; 3 responses late (up to 5 working days)	2 responses late (over 10 working days) or; 3 responses late (up to 10 working days) or; 4 or more responses late
	0% - No deductions	A deduction of 1% will be made to the quarterly payment	A deduction of 2.5% will be made to the quarterly payment	A deduction of 5% will be made to the quarterly payment	A deduction of 7.5% will be made to the quarterly payment or Termination due to Material Breach, under Section 43 of the SC2 Terms and Conditions

KPI	Metric	Metric	Metric	Metric	Metric
7	GREEN	YELLOW	AMBER	RED	CRITICAL FAILURE
	All TAF quotations returned to the Authority on time	1 TAF quotation not received within the time limit	2 TAF quotations not received within the time limit	3 TAF quotations not received within the time limits	4+ TAF quotation not received within the time limits
	0% - No deductions	A deduction of 1% will be made to the quarterly payment	A deduction of 2.5% will be made to the quarterly payment	A deduction of 5% will be made to the quarterly payment	A deduction of 7.5% will be made to the quarterly payment or Termination due to Material Breach, under Section 43 of the SC2 Terms and Conditions

1.3 In the event that the Contractor's performance against a KPI falls within the level of performance specified in "Yellow", the Authority shall be entitled to apply a deduction of 1% to the quarterly payment for the relevant period.

1.4 In the event that the Contractor's performance against a KPI falls within the level of performance specified in "Amber", the Authority shall be entitled to apply a deduction of 2.5% to the quarterly payment for the relevant period.

1.5 In the event that the Contractor's performance against a KPI falls within the level of performance specified in "Red", the Authority shall be entitled to apply a deduction of 5% to the quarterly payment for the relevant period.

1.6 In the event that the Contractor's performance against a KPI falls within the level of performance specified as "Critical Failure", the Authority shall be entitled to apply a deduction of 7.5% to the quarterly payment for the relevant period or to terminate the Contract due to a Material Breach, under Section 43 of the SC2 Terms and Conditions.

1.7 Should the Contractor fail to meet the required level of performance for a KPI (i.e. its performance against the KPI is any combination of "Yellow, Amber or Red") for two (2) consecutive quarters, it shall provide the Authority with a written Recovery Plan.

1.8 Should the Contractor fail to meet the required level of performance for a KPI (i.e. its performance against the KPI is any combination of "Yellow, Amber and Red") for three (3) consecutive quarters the Authority has the right to terminate the Contract under DEFCON 514.

1.9 The Contractor's performance against the KPIs will be assessed separately and the Authority shall aggregate any applicable deductions against all KPI faults and reduce the quarterly payment by the cumulative amount of both deductions. For example:

If the Contractor's performance in a given quarter equated to a 'Red' level of performance under KPI 1 and a 'Yellow' level of performance under KPI 2 the individual deductions for each KPI would be 5% and 1% respectively of the quarterly payment. Thus, the aggregated sum to be deducted from the quarterly payment would be an amount equal to 6% of the quarterly payment.

1.10 Where a fault is deemed not to be the responsibility of the Contractor then it shall not count towards the KPI calculations.

1.11 Deductions will be applied quarterly in arrears. Where it is determined that the Contractor was responsible for not meeting one or more of KPIs, the relevant deduction (calculated as set out above) will be applied to the payment for the subsequent quarter.

1.12 Any deductions, as a result of any failure to achieve one or more of the KPIs, in last two quarters of the contract will be applied in aggregate to the final quarterly payment.