



Ministry
of Defence

**The Provision of Interim Actors, Audiences,
Adversaries, Enemies and Specialists (IA3ES) -
Project NUMIDIAN**

PERFORMANCE MONITORING

1 DEFINITIONS

1.1 In this schedule, the following definitions shall apply:

Monthly Management Status Report (MMSR) means as set out in Paragraph 4.2 below.

After Action Questionnaire (AAQ) means as set out in Paragraph 4.3 below, and Annex 3.

Key Performance Indicators (KPIs) the key performance indicators set out in Annex 1 of this Appendix F to Schedule 2 Annex A (Performance Monitoring).

Key Performance Indicator (KPI) Failure where a Key Performance Indicator is measured as Red: Performance Failure.

Service Rectification Plan (SRP) as per the pro forma of which is set at Annex 2 of this Appendix F to Schedule 2 Annex A (Performance Monitoring).

Monthly Performance Management Meeting (MPMM) means the terms of reference as set out at Paragraph 4.2.4 below.

Performance Indicators (PIs) the performance indicators set out in Annex 1 of this Appendix F to Schedule 2 Annex A (Performance Monitoring).

Social Value Action Plan means the action plan provided by the Service Provider to include specific tasks and timescales for delivery of social value.

Service Level Deductions the deductions set out in paragraph 5 below (Performance Monitoring) to be added to the Service Provider's monthly invoice.

Social Value KPI means the social value KPI that is agreed further to the Social Value Action Plan.

IOC means the Initial Operating Capability; this aligns with Contract Award.

FOC means the Full Operating Capability, an agreed time with the authority that the requirement will be delivered in full.

2 PERFORMANCE INDICATORS AND KEY PERFORMANCE INDICATORS

2.1 Annex 1 sets out the KPIs and the PIs which both Parties agree shall be used to measure the Service Provider's performance of the Services: as well as the definitions for KPI ratings.

2.2 The table at Annex 1 of this Appendix F to Schedule 2 Annex A sets out which PIs are used to measure each KPI.

2.3 The Service Provider shall not be subject to more than one Service Level Deduction for a single incident of failure of a KPI.

2.4 The Service Provider shall deliver a KPI regarding the delivery of the Social Value Action Plan. Service Level Deductions shall not apply to the social value KPI.

3 MEASURING PERFORMANCE FAILURES

3.1 **Amber: Requires Improvement (RI)**

3.1.1 Where a KPI is measured as being Amber: Requires Improvement (RI), the Service Provider shall:

- (a) receive an AMBER grading against such KPI; and
 - (b) produce a SRP in the form set out in Annex 2 ("**Service Rectification Plan**") within 5 Working Days of becoming aware or being notified of the performance issue.
- 3.1.2 If the Authority is satisfied with the proposed SRP, then the Service Provider shall deliver the actions within the timescales set out in the SRP. If the Authority views the SRP as insufficient or incomplete, the Authority shall request a revised plan to be provided promptly and no later than 5 Working Days.
- 3.1.3 The Service Provider shall carry out the SRP immediately from the date on which the SRP is agreed by the Parties (or such date set out in the SRP) and the Service Provider shall demonstrate to the Authority that it has rectified the Services measured as Amber: Requires RI on or before the following MPMM.
- 3.1.4 Once the Authority has deemed (during the MPMM) that the Service Provider has rectified the Services measured as Amber: RI, then the relevant KPI shall be measured as being Green: Good for the month in which it is rectified, and no further action shall be required by the Service Provider.
- 3.1.5 No Service Level Deductions shall apply for KPI that are measured as being Amber: Requires Improvement (RI).
- 3.1.6 If a KPI measured as Amber: RI has not been rectified within two months following the date of the SRP to the reasonable satisfaction of the Authority, then that month's KPI will be measured as Red: Inadequate Threshold (IT).
- 3.1.7 If a KPI is measured as Amber: RI three times in a rolling six-month period, on the third occasion such KPI shall be measured as Red: IT.

3.2 Red: Inadequate Threshold (IT)

- 3.2.1 Where a KPI is measured as being Red: IT, the Service Provider shall receive a RED grading against such KPI.
- 3.2.2 The Service Provider shall produce an SRP in the form set out in Annex 2 within 5 Working Days. If the SRP is agreed with the Authority, then the Service Provider shall deliver the actions within the timescales. If the plan is insufficient, then the Authority shall request a revised plan to be provided promptly and no later than 5 Working Days.
- 3.2.3 The steps of the rectification process set out in Paragraphs 3.1.2 and 3.1.3 shall apply to the rectification of a Red: IT.
- 3.2.4 Once a KPI is measured as Red: IT, it shall stay as RED on the MMSR until the relevant Service is rectified (pursuant to the rectification process) to the Authority's reasonable satisfaction, at which point it will return to GREEN.

4. MONITORING AND REPORTING

- 4.1 From FOC and for the remainder of the Contract Term, the Service Provider shall monitor its performance against each PI and KPI and shall send the Authority a MMSR to be produced a month in arrears, five (5) days before the MPMM detailing the level of Service achieved in accordance with Part B of this Schedule.

4.2 Monthly Management Status Report

4.2.1 The MMSR shall reflect any Authority feedback and any instances of failure to provide the requirements of the contract to the standard required by the KPIs, which are either identified by the Contractor or by the Designated Officer which relate to each monthly payment period.

4.2.2 The MMSR shall be in such format, as agreed between the Parties from time to time, and contain, as a minimum, the following information:

Information in respect of the calendar month just ended

- (a) for each KPI and PI, the actual performance achieved over the month.
 - (b) a summary of all KPI Failures that occurred during the month.
 - (c) which KPI Failures remain outstanding and progress in resolving them.
 - (d) the cause or likely cause of the relevant KPI Failure or PI Failure and the action being taken to reduce the likelihood of recurrence.
 - (e) the status of any outstanding SRP processes, including:
 - (i) whether or not a SRP has been agreed; and
 - (ii) where a SRP has been agreed, a summary of the Service Provider's progress in implementing that SRP.
 - (f) for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence.
 - (g) the Service Level Deductions to be applied, indicating the KPI Failure(s) to which the Service Level Deductions relate; and
 - (h) such other details as the Authority may reasonably require from time to time.
- 4.2.3 Each MMSR that has been finalised shall then be submitted for consideration to the next MPMM.
- 4.2.4 At each MPMM:
- (a) The Authority shall inform the Service Provider of any additional feedback received which has not been included in the MMSR and which indicates that the content of the report may be inaccurate.
 - (b) The Authority and the Service Provider shall consider and discuss the content of the MMSR and any additional feedback.
 - (c) The Authority and the Service Provider shall agree any amendments to be made to the Monthly Performance Report.
 - (d) The Service Provider shall draft a Record of Decision (RODs) and submit to the Authority for review and approval within five (5) working days.
 - (e) Following the meeting, within three (3) working days the Service Provider shall update the MMSR to reflect the agreed amendments and issue the Authority with a revised report.

- (f) The Authority shall confirm its approval of the revised Monthly Performance Report. The authority shall confirm its approval of the Report by signing it.

4.2.5 For each event the AAQ that has been finalised in accordance with paragraph 4.3 below shall be submitted for consideration in the next monthly meeting.

4.2.6 The Authority reserves the right to downgrade a KPI RAG performance level following discussion at the MPMM.

4.2.7 The Authority shall have the final decision on whether a KPI has been rectified or not.

4.2.8 In the event of disagreement, the matter shall be dealt with in accordance with the Dispute Resolution Procedure.

4.3 After Action Questionnaire (AAQ)

4.3.1 The Contractor performance for each event shall be measured by use of the AAQ at Annex 3

4.3.2 The AAQ is to be completed by the Authority on completion of each Event. The AAQ shall be reviewed by both the Authority and the Contractor within the After-Action Review Meeting at which point the Contractor may submit a SRP for any failures identified.

4.3.3 AAQs and any provided mitigation shall be reviewed within the Monthly Meeting which shall determine the amount deductible by the Authority for any breach to the KPI, as outlined in Paragraph 5.

4.3.4 The Authority shall have the final decision on whether a KPI breach has occurred, and the remedies applied.

5 SERVICE LEVEL DEDUCTIONS

5.1 The Parties acknowledge that for six (6) months following the IOC (Contract Award) no Service Level Deductions shall apply to the Service Provider and the Contract Price.

5.2 Subject to Paragraph 5.1, any KPI measured and sentenced as Red: Performance Failure shall result in a Service Level Deduction being applied to the next Service Provider's monthly invoice following the relevant MPMM.

5.3 Management KPI Service Level Deductions

5.3.1 For each breach of the Management KPI within any monthly payment period, the Authority shall be entitled to make a deduction of 1% to the Management Fee.

5.3.2 The Authority shall in any monthly payment period be entitled in total to a maximum deduction equivalent to 5% of the Management Fee for Management KPI breaches.

5.4 Planning KPI Service Level Deductions

5.4.1 For each breach of the Planning KPI within any monthly payment period, the Authority shall be entitled to make a deduction of 1% to the Management Fee.

5.4.2 The Authority shall in any monthly payment period be entitled in total to a maximum deduction equivalent to 5% of the Management Fee for Planning KPI breaches.

5.5 Delivery KPI Service Level Deductions

- 5.5.1 Where the Contractor fails to provide the requested personnel, **vehicles or equipment** for any event, the Authority shall be entitled to make an adjustment to the cost stated on the Demand Order Form of an amount equal to the cost of the number of personnel that did not attend the event **or vehicles/equipment that were not provided**.
- 5.5.2 The Authority shall be entitled to an additional payment equal to 7% of the overall price of the event as stated on the Demand Order Form.
- 5.5.3 The Authority shall also be entitled to a payment equivalent to 1% of the Management Fee.
- 5.5.4 Where multiple events are completed within a monthly payment period the Authority shall be entitled to the remedies set out in Annex 1. However, a maximum of 3% of the Management Fee may be deducted for Delivery KPI breaches in any monthly payment period.
- 5.5.6 The Service Level Deductions shall be included in the calculation of the Service Provider's monthly invoice until the KPI Failure is rectified and deemed to be GREEN by the Authority and sentenced as such during the next MPMM.

Ser	Key Performance Indicator (KPI)	Performance Indicator (PI)	PI Description	SOR Reference	Rating Description Good (G)	Rating Description Approaching Target (AT)	Rating Description Requires Improvement (RI)	Rating Description Inadequate Threshold (IT)	Data Source/ Measurement Method
1.1	Management	The provision of initial and updated plans and/or reports in accordance with the SOR.	<p>A breach of the Management KPI will occur in relation to the required Plans and Reports where the contractor has failed to provide a complete and accurate Plan/Report to the Authority by:</p> <ul style="list-style-type: none"> the date on which it was due in accordance with the Contract; or where the Authority has informed the Contractor of a new due date, such due date. <p>Where a breach of the KPI occurs, the Authority shall notify the Contractor of the new due date for the Plan/Report.</p>	1.3 1.9	The service provider delivers complete and accurate plans and/or reports to the Authority by the agreed due date, in accordance with the SOR.		Up to two occurrences, within a calendar month, of plans and/or reports not being delivered accurately or within the agreed due date.	<p>Three or more occurrences, within a calendar month, of plans and/or reports not being delivered accurately or within the agreed due date.</p> <p>OR</p> <p>Any failure to deliver plans and/or reports that is (a) not corrected or addressed through an agreed SRP within 1 calendar month or (b) occurs three times over a rolling 6-month period.</p>	Authority Feedback/MMSR
1.2	Management	The provision of a single point of contact service.	A breach of the Management KPI will occur in relation to the required Single Point of Contact Service (SPOC) e.g., if Single point of Contact is not available as outlined within the Statement of Requirement.	1.2	The SP provides a SPOC that is available to the Authority 24 hours a day, 7 days a week.		Up to two occurrences of the SPOC not being available.	<p>Three or more occurrences of the SPOC not being available.</p> <p>OR</p> <p>Any failure to deliver a SPOC that is (a) not corrected or addressed through an agreed SRP within 1 calendar month or (b) occurs three times over a rolling 6-month period.</p>	Authority Feedback/AAQ/MMSR
1.3	Management	The provision of a sufficient and suitably qualified contract management team (CMT).	<p>A breach of the Management KPI will occur in relation to the Contract Management Team where the contractor has failed to provide a CMT who:</p> <ul style="list-style-type: none"> Possess a detailed understanding of the Authorities training scenarios and objectives. Has the skill set to carry out the requirement. Is integrated with the Authority CMT 	1.2	<p>The SP provides a CMT that:</p> <ul style="list-style-type: none"> Possess a detailed understanding of the Authorities training scenarios and objectives. Has the skill set to carry out the requirement. Is integrated with the Authority CMT 		<p>Up to two occurrences of the SP failing to provide a CMT who:</p> <ul style="list-style-type: none"> Possess a detailed understanding of the Authorities training scenarios and objectives. Has the skill set to carry out the requirement. Is integrated with the Authority CMT 	<p>Three or more occurrences of the SP failing to provide a CMT who:</p> <ul style="list-style-type: none"> Possess a detailed understanding of the Authorities training scenarios and objectives. Has the skill set to carry out the requirement. Is integrated with the Authority CMT <p>OR</p> <p>Any failure to deliver a sufficient or suitably qualified CMT that is</p>	Authority Feedback/MMSR

								(a) not corrected or addressed through an agreed SRP within 1 calendar month or (b) occurs three times over a rolling 6-month period.	
1.4	Management	Secure Information Management	To ensure all information is created, read, shared, stored and destroyed in a manner that is compliant with JSP 441 and Local Standing Orders or Instructions.		The SP ensures all information is created, read, shared, stored and destroyed in a manner that is compliant with JSP 441 and Local Standing Orders or Instructions.		One occurrence of the SP failing to create, read, share, store and destroy information in a manner that is compliant with JSP 441 and Local Standing Orders or Instructions, within one calendar month.	Two or more occurrences of the SP failing to create, read, share, store and destroy information in a manner that is compliant with JSP 441 and Local Standing Orders or Instructions, within one calendar month. OR Any failure to create, read, share, store and destroy information in a manner that is compliant with JSP 441 and Local Standing Orders or Instructions that is (a) not corrected or addressed through an agreed SRP within 1 calendar month or (b) occurs three times over a rolling 6-month period.	Authority Feedback/Audit/MMSR
2.1	Planning	The provision of SME support to event planning.	A breach of the Management KPI will occur where the Contractor has failed to provide appropriate SMEs to attend, and contribute to, all relevant planning conferences and meetings.	3.2 3.4	The SP provides appropriate SMEs to attend, and contribute to, all relevant planning conferences and meetings.		Up to two occurrences of the SP failing to provide appropriate SMEs to attend, and contribute to, all relevant planning conferences and meetings, within one calendar month.	Three or more occurrences of the SP failing to provide appropriate SMEs to attend, and contribute to, all relevant planning conferences and meetings, within one calendar month. OR Any failure to provide appropriate SMEs to attend, and contribute to, all relevant planning conferences and meetings that is (a) not corrected or addressed through an agreed SRP within 1 calendar month or (b) occurs three times over a rolling 6-month period.	Authority Feedback/AAQ/Management Status Report
2.2	Planning	The provision of technical writing	A breach of the Management KPI will occur where the Contractor has failed to provide suitable	3.1	The SP provides suitable technical writers for the		Up to two occurrences where the SP has not provided suitable	Three or more occurrences where the SP has not provided suitable	Authority Feedback/AAQ/

		for event planning.	technical writers for the event design and planning meetings.		event design and planning meetings.		technical writers for the event design and planning meetings, within one calendar month.	technical writers for the event design and planning meetings, within one calendar month. OR Any occurrence where the SP has not provided suitable technical writers for the event design and planning meetings that is either (a) not corrected or addressed through an agreed SRP within 1 calendar month or (b) occurs three times over a rolling 6-month period.	Management Status Report
2.3	Planning	The delivery of agreed, high quality, planning and event management information.	A breach of the Planning KPI will occur where the SP has failed to provide suitable and high-quality planning and event management information, in line with serial 3.2 of the SOR.	3.2	The SP delivers the agreed, high quality, planning and event management information as requested in the demand order.		Up to two occurrences of the SP failing to deliver the agreed, high quality, planning and event management information as requested in the demand order, for one event.	Three or more occurrences of the SP failing to deliver the agreed, high quality, planning and event management information as requested in the demand order, for one event. OR A failure to deliver the agreed, high quality, planning and event management information as requested in the demand order that is either (a) not corrected or addressed through an agreed SRP within 1 calendar month or (b) occurs three times over a rolling 6-month period.	Authority Feedback/AAQ/ Management Status Report
3.1	Delivery	The provision of management support for all events.	A breach of the Delivery KPI will occur where the Contractor has failed to provide suitable management support for an event, in line with the SOR.	1.4 1.5 1.6 3.13	The SP delivers the agreed management support for an event as requested in the demand order.		Up to two occurrences of the SP failing to provide the agreed management support for an event as requested in the demand order.	Three or more occurrences of the SP failing to provide the agreed management support for an event as requested in the demand order. OR Any failure to provide the agreed management support for an event as	Authority Feedback/AAQ/ Management Status Report

								requested in the demand order that is either (a) not corrected or addressed through an agreed SRP within 1 calendar month or (b) occurs three times over a rolling 6-month period	
3.2	Delivery	The provision of general training personnel.	The training support as detailed within the SOR Serial 2.5.	2.5	The SP delivers the agreed general training personnel for an event as requested in the demand order.		Up to two occurrences of the SP failing to deliver the agreed general training personnel for an event as requested in the demand order.	Three or more occurrences of the SP failing to deliver the agreed general training personnel for an event as requested in the demand order. OR Any occurrence of the SP failing to deliver the agreed general training personnel for an event as requested in the demand order that is either (a) not corrected or addressed through an agreed SRP within 1 calendar month or (b) occurs three times over a rolling 6-month period OR A single occurrence in relation to H&S, any serious breach of policy or legislation.	Authority Feedback/AAQ/ Management Status Report
3.3	Delivery	The delivery of events in accordance with the agreed demand order.	All event serials to be delivered in accordance with the agreed briefing, plans and Demand Order	Sections 3 & 4 of the SOR	The SP delivers events in accordance with the Demand Order.		Up to two occurrences of the SP failing to deliver events in accordance with the Demand Order.	Three or more occurrences of the SP failing to deliver events in accordance with the Demand Order. OR Any occurrence of the SP failing to deliver events in accordance with the Demand Order that is either (a) not corrected or addressed through an agreed SRP within 1 calendar month or (b) occurs three times over a rolling 6-month period. OR	Authority Feedback/AAQ/ Management Status Report

								A single occurrence in relation to H&S, any serious breach of policy or legislation.	
3.4	Delivery	The delivery of SQEP in accordance with the Demand Order	All requested personnel to be available at agreed times and locations in accordance with the Demand Order.	Section 2 of the SOR 3.3 3.5 3.6 3.7 3.9 3.12	The SP delivers SQEP for events in accordance with the Demand Order.		Up to two occurrences of the SP failing to deliver SQEP for events in accordance with the Demand Order.	Three or more occurrences of the SP failing to deliver SQEP for events in accordance with the Demand Order. OR Any occurrence of the SP failing to deliver SQEP for events in accordance with the Demand Order that is either (a) not corrected or addressed through an agreed SRP within 1 calendar month or (b) occurs three times over a rolling 6-month period.	Authority Feedback/AAQ/ Management Status Report
3.5	Delivery	The delivery of the Threat Tactics Course (TTC).	The agreed development (including maintenance of courseware) and delivery of the Threat Tactics Course (TTC).	3.18	The SP provides the agreed development (including maintenance of courseware) and delivery of the Threat Tactics Course (TTC).		Up to one occurrence of the SP failing to provide the agreed development (including maintenance of courseware) and delivery of the Threat Tactics Course (TTC) within a calendar month.	Two or more occurrences of the SP failing to provide the agreed development (including maintenance of courseware) and delivery of the Threat Tactics Course (TTC) within a calendar month. OR Any occurrence of the SP failing to provide the agreed development (including maintenance of courseware) and delivery of the Threat Tactics Course (TTC) within a calendar month that is either (a) not corrected or addressed through an agreed SRP within 1 calendar month or (b) occurs three times over a rolling 6-month period.	Authority Feedback/AAQ/ Management Status Report
4.1	Social Value	Health and Wellbeing	Deliver an improvement to health and wellbeing for all those personnel directly attributed to the delivery of this contract.	TBC	TBC	TBC	TBC	TBC	
4.2	Social Value	Equal Opportunity	Ensure that opportunities under the contract contribute to encouraging equal opportunity.	TBC	TBC	TBC	TBC	TBC	

4.3	Social Value	Tackling Economic Inequality	Tackling economic inequality by creating new business, new jobs, or new skills.	TBC	<i>TBC</i>	<i>TBC</i>	<i>TBC</i>	<i>TBC</i>	
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Annex 2 - Example Service Rectification Plan

Example of a Service Rectification Plan	
Completed By:	Date:
KPI Breached:	
SOR Reference:	
Summary of Breach:	
Comment from Service Provider:	
Proposed Resolution:	
Proposed Resolution Date:	
Comment from Authority:	
Authority Approves Proposed Resolution: Yes/No	
Update on Resolution Progress	
Has a resolution been achieved to the satisfaction of the Authority: Yes/No	
Agreed by (Authority):	
Outcome of this Report:	

Annex 3 - Example After Action Questionnaire (AAQ)

1. The AAQ below forms part of the receipt of services provided and as such it is an auditable document and must be completed for every demand placed upon the contractor.

EVENT NAME/TTC Number (Incl Demand Reference)		
EVENT DATES		
Question	Score Yes/No/N/A	Comments
Did the EXCON have a thorough understanding of the exercise design and deliver control throughout the event?		
Was the EXCON documentation delivered in an accurate format in a timely manner in accordance with the event battle rhythm?		
Did the EXCON run the forces synch in accordance with direction from the MEL/MIL serials properly and consider 2 nd , 3 rd , 4 th order consequences in sufficient detail?		
Were event serials executed in accordance with agreed briefings and plans?		
Did the White Cell and OPFOR remain engaged, flexible and proactive throughout the event whilst also enacting the direction as laid out by the exercise director, making suggestions where appropriate to improve the experience for the Training Audience?		
Were sufficient team leaders deployed in a recognisable and specific C2 Structure to manage the required effect?		
Did the OPFOR 'fight to win' and properly represent TTPs when demonstrating tactical procedures?		
Was the OSW (Blue and Red) of sufficient quality?		
Was the OPFOR of suitable SQEP across the Tactical Functions?		
Did the event data analysis support assurance and improvement functions?		
Did the EXCON deliver variable complexity scalable in accordance with the exercise directors' direction?		
Was the TTC delivered on time?		
Is the TTC courseware up to date?		
Did the senior mentor have sufficient experience and knowledge to support the divisional commander and staff?		
Any additional comments		
What aspects of the contractor's performance overall (if any) were particularly good?		
What aspects of the contractor's performance overall (if any) were particularly disappointing? (Comment on any areas not covered in the preceding questions or expand on comments.)		
How can the contracted service be improved?		
Contractor's comments		