

### 703708451

# THE PROVISION OF A LAND TRAINING TEST AND REFERENCE CAPABILITY (LTT&RC)

# **Performance Monitoring**

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#### OFFICIAL-SENSITIVE COMMERCIAL

#### 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 Appendix 3.

**Key Performance Indicators (KPIs)** the key performance indicators set out in Appendix 1 of this document.

**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 Appendix 2 this document.

**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 Appendix 1 of this document.

**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 (PIs) and Key Performance Indicators (KPIs)

- 2.1 Appendix 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 Appendix 1 of this this document 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 Service Rectification Plan (SRP) in the form set out in Appendix 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 five (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 Appendix 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 Monthly Performance Management Meeting (MPMM) detailing the level of Service achieved in accordance with Appendix 1 of this document.

#### 4.2 Monthly Management Status Report (MMSR)

- 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 Appendix 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 in 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.
- 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 Appendix 1. However, a maximum of 3% of the Management Fee may be deducted for Delivery KPI breaches in any monthly payment period.

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5.5.5 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.

# Appendix 1 - Performance Indicators (PIs) and Key Performance Indicators (KPIs)

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	Technical Governance	The provision of technical reports (including a minimum of Four (4) per contract year) by SQEP in accordance with the SOR.	A breach of the Technical Governance 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:  • 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.  Where a breach of the KPI occurs, the Authority shall notify the Contractor of the new due date for the Plan/Report.	UR 1, 2, 4	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 (2) occurrences within One (1) calendar month, of plans and/or reports not being delivered accurately or within the agreed due date.	Three (3) or more occurrences within One (1) calendar month, of plans and/or reports not being delivered accurately or within the agreed due date.  OR  Any failure to deliver plans and/or reports that is:  (a) not corrected or addressed through an agreed SRP within One (1) calendar month, or (b) occurs Three (3) times over a rolling Six (6) month period.	Authority Feedback/MMSR
2	Technical Governance	The provision of a system of technical governance including but not limited to, acceptance, testing, evaluation plans. To be reviewed by a Quality Assurance Plan (QAP).	A breach of the Technical Governance KPI will occur in relation to tasks that are not managed and conducted with quality processes aligned to MOD governance.	3, 15	The service provider delivers and implements a Quality Assurance Plan (QAP) that they review quarterly with a continuous improvement plan.		Failure to review the QAP in one quarter of the year.	Failure to review the QAP Two (2) times or more within any Four (4) consecutive quarters.	Authority Feedback/MMSR
3	Re-use	The provision of a catalogue including a system to hold and issue modelling and simulation Government Furnished Assets.	A breach of the re-use KPI will occur if the service provider fails to maintain a regularly published catalogue of available Army Simulation Assets with associated technical documentation (inc. Equipment, resources, Information and Facilities) on MODnet.  The service provider fails to deliver the ability to hold and	UR 5, 6, 7, 8, 13	The service provider delivers:  An up-to-date catalogue that is reviewed quarterly.  Responds to issue requests within one working day and provides the requested		The service provider fails to update the catalogue within any rolling Six (6) month period.  Responds to issue requests within one working week and provides the requested GFE elements within Three (3) working weeks.	The service provider fails to update the catalogue within any rolling Nine (9) month period.  Response within Two (2) working weeks and provision of GFE elements within Four (4) working weeks.	Authority Feedback/MMSR

			issue Army Simulation Software		GFE elements within			
			and Simulation Assets including when required physical assets with associated technical documentation on behalf of the Army.		one working week.			
4	Engagement	The timely and appropriate attendance of relevant meetings with SQEP personnel to support the convergence of interoperability standards.	A breach of the engagement KPI will occur if the service provider fails to supply the required SQEP in a timely fashion to support the efforts towards convergence in interoperability.	UR 8, 9, 11, 14	The service provider engages with and attends meetings such as (but not limited to) those listed below a minimum of Four (4) times a year: - NATO Modelling and Simulation Group (NMSG), - SISO (Simulation Interoperability Standards Organisation), - Modelling, Instrumentation and Simulation for Training (MIST).	The service provider fails to attend Two (2) meetings such as (but not limited to) those listed below in a given year:  - NATO Modelling and Simulation Group (NMSG), - SISO (Simulation Interoperability Standards Organisation), - Modelling, Instrumentation and Simulation for Training (MIST).	The service provider fails to attend no meetings such as (but not limited to) those listed below in a given year:  - NATO Modelling and Simulation Group (NMSG), - SISO (Simulation Interoperability Standards Organisation), - Modelling, Instrumentation and Simulation for Training (MIST).	Authority Feedback/MMSR
5	Engagement	The provision of market intelligence (including a minimum of four reports per contract year) by SQEP in accordance with the SOR. The SQEP will also be required to provide technical advice in third party disputes as requested.	A breach of the engagement KPI will occur if the service provider fails to maintain market intelligence and/or fails to provide objective evidence reports i.a.w. the SOR	UR 10, 14	The service provider will, maintain market intelligence and produce a minimum of four reports that refer to, and recommend commercial approaches or systems and services that could be exploited. This could include reviews of research papers and conferences.  AND  The service provider provides objective evidence reports to support arbitration and resolution of technical disputes, within Ten (10) working days of notification.	The service provider fails to maintain market intelligence demonstrated by only producing a minimum of Two (2) reports that refer to and recommend commercial approaches or systems and services that could be exploited. This could include reviews of research papers and conferences.  OR  The service provider provides objective evidence reports to support arbitration and resolution of technical disputes, within Twenty (20) working days of notification.	The service provider fails to maintain market intelligence demonstrated by only producing Zero (0) reports that refer to and recommend commercial approaches or systems and services that could be exploited. This could include reviews of research papers and conferences.  OR  The service provider provides objective evidence reports to support arbitration and resolution of technical disputes, that takes longer than Twenty (20) working days of notification.	Authority Feedback/MMSR

6	Technical Governance	The service provider will produce and maintain architecture using ArchiMate 3.1 using SPARX EA on the Army Hosting Environment. This should include the ability to exploit information through MODnet and provide technical documentation that is maintained within the Architecture.	A breach of the Technical Governance KPI will occur if the service provider fails to produce and maintain architecture using ArchiMate 3.1, SPARX EA on the Army Hosting Environment. This should include the ability to exploit information through MODnet and provide technical documentation that is maintained within the Architecture.	UR 12, 13	The service provider produces and maintains the architecture in accordance with the SOR and reviews it on a quarterly basis.	The service provider produces the architecture but fails to review on a quarterly basis.	The service provider fails to produce and then review the architecture	Authority Feedback/MMSR
7	Availability	The SP will provide a Single Point of Contact Service for the LTT&RC i.a.w the SOR	A breach of the Availability 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.	UR 15	The SP provides a SPOC that is available to the Authority during office hours 0830 to 1630 every day except weekends and bank holidays.	The SP provides a SPOC that is available to the Authority during office hours 0830 to 1630 every day except weekends and bank holidays.  OR  An unplanned outage resulting in twenty-four (24) hours, or less, of non-availability.	The SP fails to provide a SPOC that is available to the Authority during office hours 0830 to 1630 every day except weekends and bank holidays.  An unplanned outage resulting in more than twenty-four (24) hours of non-availability.	Authority Feedback/MMSR
9	Social Value	Tackling Economic Inequality	Tackling economic inequality by creating new business, new jobs, or new skills.	N/A	The service provider delivers and implements the following:  1) within 6 months of contract award, the delivery of an Action Plan that comprises of analysis of the current workforce and profiling of each LTT&RC position with performance expectations;  2) within 3 months of the commencement of contract year 2, to update the Action Plan to include a retention	Up to Two (2) occurrences within One (1) calendar month, of plans and/or reports not being delivered accurately or within the agreed due date.	Three (3) or more occurrences within One (1) calendar month, of plans and/or reports not being delivered accurately or within the agreed due date.  OR  Any failure to deliver plans and/or reports that is: (a) not corrected or addressed through an agreed SRP within One (1) calendar month, or	Authority Feedback/MMSR

	Т	I	1	1		T	T	1
					strategy and succession		(b) occurs Three (3) times	
					planning; and		over a rolling Six (6)	
					3) for each contract		month period.	
					year thereafter, to			
					undertake annual			
					reviews for continuous			
					improvement of the			
					Action Plan.			
					The Action Plan shall			
					include the following			
					measures to be			
					reported annually:			
					Number of SME			
					opportunities created			
					under the contract,			
					Number of FTEs			
					employment			
					opportunities created			
					under the contract,			
					Number of			
					apprenticeship			
					opportunities created			
					under the contract,			
					Number of training			
					opportunities created			
					under the contract, and			
					Number of people-			
					hours of learning			
					intervention delivered			
				1	under the contract.			
10	Social Value	Fighting Climate Change	Effective stewardship of the	N/A	The service provider	Up to Two (2)	Three (3) or more	Authority
			environment.		delivers and	occurrences within One	occurrences within One	Feedback/MMSR
					implements the	(1) calendar month, of	(1) calendar month, of	
					following:	plans and/or reports not	plans and/or reports not	
					1) within 6 months of	being delivered	being delivered	
					contract award, the		accurately or within the	
					delivery of a		agreed due date.	
					Greenhouse Gas (GHG)			
					Environment Report		OR	
					that comprises of a			
					Climate Change Risk		Any failure to deliver	
					Assessment;		plans and/or reports that	
					2) for each contract		is:	
					year thereafter, to		(a) not corrected or	
					undertake annual		1	
					reviews of the GHG		addressed through an	
					Environment Report, to		agreed SRP within One (1)	
					include the reporting of		calendar month, or	
					our commitments as set			
					טעו כטוווווונווובוונא מא אבנ			

			T	1	T	-		T	1
					out in our corporate			(b) occurs Three (3) times	
					Environment Policy.			over a rolling Six (6)	
								month period.	
11	Social Value	Equal opportunity	Tackling workforce inequality.	N/A	The service provider		Up to Two (2)	Three (3) or more	Authority
		quar opportunity		1.47.	delivers and		occurrences within One	occurrences within One	Feedback/MMSR
					implements the		(1) calendar month, of	(1) calendar month, of	recubacity iviivisit
					following:		plans and/or reports not	plans and/or reports not	
					1) within 6 months of		being delivered	being delivered	
					1 -		_	accurately or within the	
					contract award, the		accurately or within the		
					delivery of an Action		agreed due date.	agreed due date.	
					Plan that comprises of				
					analysis of the current			OR	
					workforce in relation to				
					Diversity & Inclusion			Any failure to deliver	
					(D&I);			plans and/or reports that	
					2) within 3 months of			is:	
					the commencement of			(a) not corrected or	
					contract year 2, to			addressed through an	
					update the Action Plan			agreed SRP within One (1)	
					to set out our initiatives			calendar month, or	
					to support people with				
					learning disabilities; and			(b) occurs Three (3) times	
					3) for each contract			over a rolling Six (6)	
					year thereafter, to			month period.	
					undertake annual				
					reviews for continuous				
					1				
					improvement of the				
					Action Plan.				
					The Action Plan shall				
					include the following				
					overall workforce values				
					to be reported annually:				
					Race and ethnicity				
					status declaration,				
					Disability status				
					declaration, and				
					LGBTQ+ status				
					declaration.				
					ueciaration.				

# **Appendix 2 - Example Service Rectification Plan (SRP)**

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:						

## Appendix 3 - Example After Action Questionnaire (AAQ)

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?	2	
Was the EXCON documentation delivered in an accurate format in a timely manner in accordance with the event battle rhythm?	he	
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 imput the experience for the Training Audience?	rove	
Were sufficient team leaders deployed in a recognisable and specific C2 Structure to manage the require effect?	ed	
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 are	nd	
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	t on any areas not covere	ed in the preceding questions or expand on comments.)
How can the contracted service be improved?		
Contractor's comments		