# SCHEDULE 8

# PERFORMANCE MANAGEMENT

1. **Definitions**

1.1 In this **Schedule 8** the following words and expressions have the following meanings:

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| **"Agreed CB Contribution"** | the Client CB Contribution and the Contractor CB Contribution |
| **"Agreed Group 3 Contribution"** | the Client Group 3 Contribution and the Contractor Group 3 Contribution |
| **"Annual Review Panel"** | is as defined in **Schedule 19 Meetings and Reporting** |
| **"Average Performance Percentage"** | is as defined in **paragraph 5.4.7** |
| **"CB Incentive Payment"** | the incentive payment in respect of the Collaborative Behaviour KPIs referred to in **paragraph 5.5** |
| **"CB Performance Score"** | the *Contractor's* performance score in respect of the Collaborative Behaviour KPIs calculated in accordance with **paragraph 5.5** and **Appendix 2D** |
| **"Client CB Contribution"** | £[redacted] |
| **"Client Group 3 Contribution"** | £[redacted] |
| **"Client Payment"** | the amount calculated in accordance with **paragraph 5.4.7.3(a)** |
| **"Collaborative Behaviour KPI"** | those Service Levels specified in **Appendix 2D** |
| **"Collaborative Behaviour KPI Report"** | has the meaning given to it in **paragraph 5.5** |
| **"Collaborative Behaviour Themes"** | the Collaborative Behaviour Themes set out in **Appendix 2D** |
| **"Contractor CB Contribution"** | £[redacted] |
| **"Contractor Group 3 Contribution"** | £[redacted] |
| **"Contractor Payment"** | the amount calculated in accordance with **paragraph 5.4.7.3(b)** |
| **"Fault"** | is as defined in Volume B, Scope |

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| **"Group 1 KPIs"** | those Service Levels specified in **Appendix 2A** as the same may be developed and amended from time to time in accordance with **paragraph 6**; and "**Group 1 KPI**" means any of them |
| **"Group 2 KPIs"** | those Service Levels specified in **Appendix 2B**; and "**Group 2 KPI**" means any of them |
| **"Group 3 Incentive Payment"** | the Group 3 Incentive Payment in respect of the Group 3 KPIs referred to in **paragraph 5.4** |
| **"Group 3 Incentive Statement"** | the statement to be prepared by the *Contractor* as required under **paragraph 5.4** and setting out the calculation of the relevant Group 3 Incentive Payment |
| **"Group 3 KPIs"** | those Service Levels specified in **Appendix 2C** as the same may be developed and amended from time to time in accordance with **paragraph 7**; and "**Group 3 KPI**" means any of them |
| **"Health & Safety Leadership"** | is:<br>setting direction for effective health and safety management;<br>introducing management systems and practices that ensure risks are dealt with sensibly, responsibly and proportionately;<br>monitoring of and reporting on the performance of the *Client*'s and the *Contractor*'s own health and safety policy and initiatives;<br>conducting strategic (boardroom) level reviews of health and safety performance at least annually; and<br>putting measures in place to ensure compliance with the health and safety requirements of this contract<br>in accordance with the following guidance published by the Health and Safety Executive, as may be revised, updated or replaced from time to time:<br>INDG417 Leading Health and Safety at Work (June 2013);<br>INDG277 Leadership for the Major Hazards Industries (2004); and<br>HSG65 Successful Health and Safety Management (2013) |
| **"Improvement Plan"** | a plan to be prepared by the *Contractor* and at the *Contractor's* cost to set out the *Contractor's* proposals to improve performance in order to meet the relevant Service Levels |
| **"In Bore Camera Site"** | Each site as identified with a Site Number within the 'Site Number' column of Volume B, Scope, Appendix A2b TOMs Inventory, Data Raw tab in which 'In Bore Cameras' is listed in the corresponding 'KPI' column. |
| **"In Bore Telephone Site"** | Each site as identified with a Site Number within the 'Site Number' column of Volume B, Scope, Appendix A2b TOMs Inventory, Data |

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| | Raw tab in which 'In Bore Telephones' is listed in the corresponding 'KPI' column. |
| **"Low Service Damages"** | damages payable by the *Contractor* for failure to meet the **Group 2 KPIs** as provided for in **paragraph 5.3** |
| **"Minimum Service Level"** | the requirement set out in the Minimum Service Level column or row of the table set out in **Appendix 2A, Appendix 2C** and **Appendix 2D** in respect of that Service Level |
| **"Minimum Operating Requirements"** | The Minimum Operating Requirement (MOR) as defined in Volume B, Scope and the conditions described in Volume B, Scope, Appendix H. |
| **"OHVD Site"** | Each site as identified with a Site Number within the 'Site Number' column of Volume B, Scope, Appendix A2b TOMs Inventory, Data Raw tab in which 'OHVD' is listed in the corresponding 'KPI' column. |
| **"Out Of Bore Camera Site"** | Each site as identified with a Site Number within the 'Site Number' column of Volume B, Scope, Appendix A2b TOMs Inventory, Data Raw tab in which 'Out Of Bore Cameras' is listed in the corresponding 'KPI' column. |
| **"Out Of Bore Telephone Site"** | Each site as identified with a Site Number within the 'Site Number' column of Volume B, Scope, Appendix A2b TOMs Inventory, Data Raw tab in which 'Out Of Bore Telephones' is listed in the corresponding 'KPI' column. |
| **"Performance Percentage"** | the *Contractor's* actual performance in respect of the Group 3 KPIs calculated in accordance with **paragraph 5.4.7.1** |
| **"Public Address System Site"** | Each site as identified with a Site Number within the 'Site Number' column of Volume B, Scope, Appendix A2b TOMs Inventory, Data Raw tab in which 'Public Address System' is listed in the corresponding 'KPI' column. |
| **"Radio Re-broadcast System Site"** | Each site as identified with a Site Number within the 'Site Number' column of Volume B, Scope, Appendix A2b TOMs Inventory, Data Raw tab in which 'Radio Re-broadcast System' is listed in the corresponding 'KPI' column. |
| **"Reporting Period"** | the frequency of review of a Service Level (each Period, quarterly or annual) as indicated in **Appendix 2A**, **Appendix 2B, Appendix 2C** and **Appendix 2D** |
| **"Review Period"** | subject to **paragraph 5.1** each calendar year from the *starting date* |
| **Signs Site** | Each site as identified with a Site Number within the 'Site Number' column of Volume B, Scope, Appendix A2b TOMs Inventory, Data Raw tab in which 'Signs' is listed in the corresponding 'KPI' column. |
| **Site Number** | A unique identification number associated with one or more Apparatus as included within the 'Site Number' column of Volume B, Scope, Appendix A2b TOMs Inventory, Data Raw tab. |
| **"Service Levels"** | the standards of performance required by this contract in respect of each of the Group 1 KPIs, the Group 2 KPIs, the Group 3 KPIs and the Collaborative Behaviour KPI as these may be varied, |

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| | added to or replaced from time to time in accordance with this contract |
| **"Service Level Audit"** | an audit of the *Contractor's* performance against the relevant Service Levels, in accordance with **paragraph 9** |
| **"Step-In Instruction"** | has the meaning given to it in **paragraph 10** |
| **"Surveillance Audit"** | an audit of the *Contractor's* performance undertaken by independent auditors in accordance with **paragraph 11** |
| **"Target Service Level"** | the requirement set out in the Target Service Level column of the table set out in **Appendix 2A, Appendix 2C** and **Appendix 2D** in respect of that Service Level as the same may be amended from time to time in accordance with **paragraph 6** and **Paragraph 7.** |
| **"Tunnels Closure System site"** | Each site as identified with a Site Number within the 'Site Number' column of Volume B, Scope, Appendix A2b TOMs Inventory, Data Raw tab in which 'Tunnels Closure System' is listed in the corresponding 'KPI' column. |
| **"Tunnels Service Delivery Meeting"** | is as defined in **Schedule 19 Meetings and Reporting** |
| **"Tunnels Service Delivery Report"** | has the meaning given to it in **paragraph 3** |
| **"VAID Site"** | Each site as identified with a Site Number within the 'Site Number' column of Volume B, Scope, Appendix A2b TOMs Inventory, Data Raw tab in which 'VAID' is listed in the corresponding 'KPI' column. |

2. **General**

Performance of the Service Levels is measured using data captured in the *Client's* Asset Management Information System or ASITE system or any other system used to capture data.

3. **Reporting of Service Levels**

3.1 With effect from the *starting date* until the end of the Service Period, the *Contractor's* performance of the *service* is measured and recorded against each Service Level, in respect of each Reporting Period.

3.2 The *Client* within 5 days after the end of each Reporting Period provides the *Contractor* with the relevant data in respect of the *Contractor's* performance for that Reporting Period. The *Contractor* within 10 days after the end of each Reporting Period verifies that data and provides the *Service Manager* with a report (the "**Tunnels Service Delivery Report**") containing the detail required by **Schedule 19** and **paragraph 3.4** including details of the *Contractor's* performance in respect of each of the relevant *services* during that Reporting Period.

3.3 If, by reason of any default of the *Contractor*, including any failure of the *Contractor* to add or update the relevant data in respect of an activity (whether by the time required by this contract or at all) on the system referred to at **paragraph 2**, it is not possible to measure or record a Service Level in any Reporting Period or the *Contractor* does not report upon a Service Level in the Tunnels Service Delivery Report in respect of that Reporting Period

then, unless the default or failure is rectified within 5 Business Days of the *Contractor* having been notified by the *Client*, without prejudice to any other rights that the *Client* may have, the *Contractor* is deemed to have failed to meet the relevant Target Service Level and (where applicable) Minimum Service Level in respect of that Service Level in that Reporting Period.

3.4 Without prejudice to any other rights the *Client* may have under the contract, the *Contractor*, on request, provides to the *Service Manager* such further information as the *Service Manager* may require in order to understand or verify the contents of any Tunnels Service Delivery Report.

4. **Agreed Contributions**

4.1 The *Client* deducts the Contractor CB Contribution and the Contractor Group 3 Contribution from payments otherwise due to the *Contractor* as follows:

4.1.1 in the first year the contributions are deducted from the amount due at the 6th assessment date after the *starting date*;

4.1.2 in each subsequent year the contributions are deducted from the amount due at the assessment date following payment of the Group 3 Incentive Payment for the previous year.

4.2 If at any time there is an insufficient amount due to the *Contractor* from which to deduct the Contractor CB Contribution or the Contractor Group 3 Contribution the *Contractor* pays any shortfall to the *Client* on demand.

5. **Incentivisation**

5.1 The provisions of this **paragraph 5** do not apply to the first three Periods of the first year after the *starting date.* In respect of the Group 3 KPIs, the Group 3 Incentive Payment for the first year after the *starting date* is calculated on the basis that the Review Period is 10 Periods.

5.2 In relation to the **Group 1 KPIs**:

5.2.1 Group 1 KPIs are reviewed by the *Client* each Reporting Period following receipt of the relevant Tunnels Service Delivery Report.

5.2.2 If a part of the *service* does not meet the Minimum Service Level for a Group 1 KPI for two consecutive Reporting Periods **paragraph 8** applies.

5.2.3 Group 1 KPIs are benchmarked, where relevant, against the *Client's* other suppliers of surface transport infrastructure, inspections, operations, maintenance, renewals and enhancements. The results will be shared in the form of ranked league tables, at the quarterly Multiparty Collaborative Forum (as defined in **Schedule 13 (Multiparty Collaboration Schedule)**).

5.3 In relation to the **Group 2 KPIs**:

5.3.1 Group 2 KPIs are reviewed by the *Client* each Reporting Period following receipt of the relevant Tunnels Service Delivery Report.

5.3.2 If a part of the *service* does not meet the required Service Level for a Group 2 KPI, the *Client* may in respect of each Group 2 KPI in each Reporting Period deduct or require payment of Low Service Damages calculated in accordance with **Appendix 2B**.

5.3.3 In addition:

5.3.3.1 In respect of each LS.1 Group 2 KPI stated in **Appendix 2B** to be a "falls below minimum operating requirements" type of Low

Service Damage, for any occasion where the Contractor fails to meet the Minimum Operating Requirements during a Reporting Period **paragraph 8** applies.

5.3.3.2 In respect of each LS.2 Group 2 KPI stated in **Appendix 2B** to be a "failure to repair Faults to Apparatus on time" type of Low Service Damage, for any occasion where a Fault is not rectified within 12 weeks **paragraph 8** applies.

5.3.4 If the *Contractor* contends that the Low Service Damages were incurred as a result of Others or the *Client* and that the Low Service Damages should not apply, the *Contractor* submits within 2 weeks of the end of the Reporting Period a notification detailing the reason(s). The *Service Manager* replies within 2 weeks of the submission accepting or rejecting the notification and explaining the reasons for doing so. A reason for rejecting the notification is that the Low Service Damages are properly applicable.

5.4 In relation to the **Group 3 KPIs**:

5.4.1 On or before 1 May in each year after the first year following the *starting date*, the *Contractor* prepares and submits to the *Client* an Annual Review Report. The Annual Review Report includes an Annual Service Performance Section which clearly sets out:

5.4.1.1 a tabulated statement summarising performance for each Service Level being monitored through this contract;

5.4.1.2 an explanation if performance has not met the required Target Service Level and a statement of what steps the *Contractor* will take to meet such Target Service Level in the future; and

5.4.1.3 the Group 3 Incentive Statement.

5.4.2 The *Client* reviews the Group 3 Incentive Statement and replies within 3 weeks of its submission. The reply is either:

5.4.2.1 acceptance of the Group 3 Incentive Statement;

5.4.2.2 an instruction to re-submit the Group 3 Incentive Statement, explaining the reasons for requesting that the Group 3 Incentive Statement is re-submitted;

5.4.2.3 rejection of the Group 3 Incentive Statement, explaining the reasons; or

5.4.2.4 confirmation that the *Client* will make its own assessment.

The *Client* may reject the Group 3 Incentive Statement if it does not accurately reflect the performance data and/or if it has not been prepared in accordance with this contract.

5.4.3 Where the *Contractor* submits a revised Group 3 Incentive Statement it does so within 1 week of being instructed to do so.

5.4.4 Where the *Client* makes its own assessment, it does so within 1 week of notification to the *Contractor* that it will do so.

5.4.5 Where the *Client* requests that the Group 3 Incentive Statement is re-issued or rejects the Group 3 Incentive Statement or makes its own assessment and the *Contractor* objects to the decision, the *Contractor* may refer the matter for dispute resolution in accordance with **Schedule 1 (Conditions of Contract), Clause W2.** provided that if no referral is made within 4 weeks of the *Client's*

notification of its decision or assessment the *Client's* decision or assessment (as appropriate) is deemed final.

5.4.6 Following the acceptance or determination of the Group 3 Incentive Statement, the *Client* pays to the *Contractor* in the amount due at the next assessment date any Group 3 Incentive Payment. The balance of the Agreed Group 3 Contribution is retained by the *Client*.

5.4.7 The Group 3 Incentive Payment for each Review Period is calculated as follows:

5.4.7.1 for each Group 3 KPI the Performance Percentage is calculated at the end of each Reporting Period in accordance with **Appendix 2C**

5.4.7.2 for each Group 3 KPI the Average Performance Percentage is the mean average of all Performance Percentages for that Group 3 KPI in the Review Period

5.4.7.3 for each Group 3 KPI if:

(a) the Average Performance Percentage for a Review Period exceeds the relevant Target Service Level a Client Payment is due calculated at the rate stated in **Appendix 2C** for each 0.1% by which the Average Performance Percentage exceeds the relevant Target Service Level provided that for the purpose of this calculation the Average Performance Percentage is never greater than 100%

(b) the Average Performance Percentage for a Review Period is less than the relevant Target Service Level a Contractor Payment is due calculated at the rate stated in **Appendix 2C** for each 0.1% by which the Average Performance Percentage is less than the relevant Target Service Level provided that for the purpose of this calculation only the Average Performance Percentage is never less than the relevant Minimum Service Level

5.4.7.4 for each Group 3 KPI the Group 3 Incentive Payment for a Review Period is the total of any Client Payments due in respect of that Review Period less the total of any Contractor Payments due in respect of that Review Period. If this calculation results in a negative figure the Group 3 Incentive Payment is £0 (zero pounds).

5.4.8 If a part of the *service* does not meet the Minimum Service Level for a Group 3 KPI:

5.4.8.1 for two consecutive Reporting Periods **paragraph 8** applies

5.4.8.2 for six consecutive Reporting Periods **paragraph 10** applies.

5.5 In relation to the **Collaborative Behaviour KPI**:

5.5.1 The *Contractor* provides to the *Client* a Collaborative Behaviour KPI Report, setting out evidence of its performance against each of the Collaborative Behaviour Themes no less than 2 weeks before each quarterly Tunnels Service Delivery Meeting. The *Client* reviews the evidence provided and at the relevant Tunnels Service Delivery Meeting gives feedback on the *Contractor's* performance.

5.5.2 On or before 1 May in each year after the first year following the *starting date*, the *Client* assesses the *Contractor*'s performance and notifies the *Contractor* of its proposed CB Performance Score. The proposed CB Performance Score is discussed at the Annual Review Panel and the *Client* and the *Contractor* agree

the CB Performance Score. If the *Client* and the *Contractor* do not agree, the *Client* determines the CB Performance Score and notifies the *Contractor* within 7 days after the meeting of the Annual Review Panel.

5.5.3 Following the agreement or determination of the CB Performance Score, the *Client* pays the CB Incentive Payment (if any) to the *Contractor* in the amount due at the next assessment date and the balance of the Agreed CB Contribution is retained by the *Client*.

5.5.4 The CB Performance Score is determined in accordance with **Appendix 2D**.

5.5.5 The CB Incentive Payment for each Review Period is as follows:

| **CB Performance Score for the Review Period** | **CB Incentive Payment for the Review Period** |
|---|---|
| Exemplary | £[redacted] |
| Exceed | £[redacted] |
| Target Service Level | £[redacted] |
| Minimum Service Level | £[redacted] |
| Poor Performance | £[redacted] |

5.6 In circumstances where the *Client* is required to take steps under **paragraph 8** or **paragraph 9**, the *Client* is entitled to recover from the *Contractor* all losses costs and expenses incurred and either deducts such losses costs and expenses from the amount due to the *Contractor* and/or recovers such losses costs and expenses as a debt.

5.7 The provisions of this **paragraph 5** are without prejudice to the *Client's* other rights and remedies, under this contract or otherwise, for losses arising from the failure of the *Contractor* to meet its obligations to Provide the Service in accordance with the terms of this contract.

6. **Developing and Amending the Group 1 KPIs**

Group 1 KPIs are to be developed during the Mobilisation Period and thereafter reviewed annually by the Annual Review Panel, as set out in **Schedule 19, Meetings and Reporting**. If the Annual Review Panel adjusts the Group 1 KPIs the *Client* prepares and submits to the *Contractor* a revised **Appendix 2A** reflecting the adjustments which applies with effect from the date of the decision of the Annual Review Panel. The adjustments are not a compensation event.

7. **Amending the Group 3 KPIs**

Group 3 KPIs are to be reviewed annually by the Annual Review Panel, as set out in **Schedule 19 Meetings and Reporting**. If the Annual Review Panel adjusts the Group 3 KPIs the *Client* prepares and submits to the *Contractor* a revised **Appendix 2C** reflecting the adjustments which applies with effect from the date of the decision of the Annual Review Panel. The adjustments are not a compensation event.

8. **Improvement Plans and Service Level Audits**

8.1 Where this paragraph applies the *Client* may instruct the *Contractor* to prepare an Improvement Plan to bring its performance up to the required Service Level(s). Such Improvement Plan may include the provision of additional resources by the *Contractor*. For

the avoidance of doubt, where additional resource is required, no additional amount is payable to the *Contractor.*

8.2 If instructed pursuant to **paragraph 8** the *Contractor* submits within 7 days its Improvement Plan to the *Service Manager* for acceptance. A reason for not accepting the Improvement Plan is that it is not in accordance with this contract or the *Service Manager* does not consider that it will bring the *Contractor's* performance up to the required Service Level(s). If not accepted the *Service Manager* may instruct the *Contractor* to revise and resubmit the Improvement Plan.

8.3 The *Contractor* prepares and implements each accepted Improvement Plan at no cost to the *Client*.

8.4 If the Improvement Plan fails to restore the *Contractor's* performance to the required Service Level(s) within 8 weeks following acceptance of the Improvement Plan by the *Client* the *Client* may arrange for a Service Level Audit of the relevant Service Level(s) to be undertaken.

9. **Service Level Audit**

9.1 The *Client* may carry out Service Level Audits of the relevant Service Levels to provide the *Client* with information as to the cause of the *Contractor*'s poor performance.

9.2 The *Client* procures independent auditors to carry out the Service Level Audits. The *Contractor* co-operates fully with the auditors and provides input into the audit process where required to do so.

9.3 In all cases the Service Level Audit monitors the *Contractor*'s ability to deliver the Service Levels and assesses whether the *Contractor*'s performance is improving in line with the relevant Service Levels and Improvement Plan.

9.4 For the avoidance of doubt, Service Level Audits may be carried out on a continuing basis until such time as the *Contractor*'s performance is restored to at least the Minimum Service Level.

9.5 After the Service Level Audit, a report setting out the outcome of the audit may be submitted to the *Senior Representatives* of the *Client.*

10. **Step-In**

10.1 Where this paragraph applies, without limiting any other remedy, the *Service Manager* may instruct the *Contractor* (a "**Step-In Instruction**") to cease performance of the relevant part of the *service* and the *Contractor* ceases performance of that part of the *service* at the date and time specified in the instruction.

10.2 The *Client* may appoint a third party to perform the relevant part of the *service* or perform the relevant part of the *service* itself and the *Contractor* at its own cost gives all reasonable assistance to the *Client* and any such third party including providing without cost to the *Client* any reasonable information required by the *Client* in connection with the performance of the relevant part of the *service*. Where the *Client* appoints a third party to perform the relevant part of the *service*, the *Client* instructs the third party to perform the relevant part of the *service* to a standard equivalent to that required by this contract.

10.3 The *Client* may at its sole discretion revoke in whole or in part a Step-In Instruction by instructing the *Contractor* on not less than 5 Business Days' notice to resume performance of all or part of the relevant part of the *service.* The *Contractor* resumes performance of the relevant part of the *service* stated in such instruction at the date and time specified in the instruction.

10.4 If the *Service Manager* accepts an Improvement Plan in respect of the relevant part of the *service* in accordance with **paragraph 8** the *Client* instructs the *Contractor* on not less than 5 Business Days' notice to resume performance of the relevant part of the *service* in

accordance with the Improvement Plan. The *Contractor* resumes performance of the relevant part of the *service* stated in such instruction at the date and time specified in the instruction.

10.5 The *Contractor* has no entitlement to loss of profit or any other loss arising out of or in connection with any Step-In Instruction or other instruction issued pursuant to **paragraph10**.

10.6 Notwithstanding any other provision of this contract, the *Contractor* is not entitled to any payment in respect of any part of the *service* set out in a Step-In Instruction for the period between the date and time on which the *Contractor* is to cease performance and the date and time on which the *Contractor* is to resume performance of that part of the *service* in accordance with **paragraph 10**.

10.7 The *Client* is entitled to recover from the *Contractor* all losses costs and expenses incurred as a result of any Step-In Instruction and any other instruction under **paragraph 10** including any costs of engaging a third party or performing the relevant part of the *service* itself and either deducts such losses costs and expenses from the amount due to the *Contractor* and/or recovers such losses costs and expenses as a debt.

## 11. Surveillance Audits

11.1 The *Client* utilises independent auditors to undertake Surveillance Audits of the *Contractor*'s performance of specific parts of the *services* conducted under this Contract. The results of each Surveillance Audit are notified to the *Contractor* by the *Service Manager*.

11.2 The *Client* carries out Surveillance Audits every six (6) months (the first audit taking place during the sixth (6) Period and the second audit taking place during the twelfth (12) Period during each year of the Contract Term) or at such times agreed by the *Service Manager*.

11.3 The *Client*, in its absolute discretion, determines which part or parts of the *services* are the subject of a Surveillance Audit.

11.4 The *Service Manager* issues instructions to the *Contractor* to improve performance to address Faults and general poor performance identified by any Surveillance Audit. The *Contractor* complies with such instruction.

## APPENDIX 2A – Group 1 KPIs

See document '*tfl_scp_001746b_vol_a_sch_8_performance_app_2a_2b_2c*

## APPENDIX 2B – Group 2 KPIs

See document '*tfl_scp_001746b_vol_a_sch_8_performance_app_2a_2b_2c*

## APPENDIX 2C – Group 3 KPIs

See document '*tfl_scp_001746b_vol_a_sch_8_performance_app_2a_2b_2c*

## APPENDIX 2D – Collaborative Behaviour KPI:

The Collaborative Behaviour KPI is a measure of the *Contractor*'s contribution to the Collaborative Behavioural objectives for the Contract, to drive continuous improvement, improve communication and promote a 'can do' attitude. The Reporting Period for Collaborative Behaviour KPI is annual.

***Collaborative Behaviour Themes***

The *Contractor* is measured and scored on its commitment to the following Collaborative Behavioural Themes:

**Health and safety culture** – H&S leadership, rapid management response to issues/incidents, timely reporting and resolution of incidents and near misses, learning and implementation of best practice

**Proactive / can do attitude** – flexibility, proactivity, active participation, anticipate *Client's* needs, innovate continually

**Collaboration** – early communication, honesty, openness, win-win attitude, shared best practice, working effectively and efficiently with Client and Others, mitigation of risks owned by Client and Others

**Innovation / continuous improvement** – lessons learnt, bringing new ideas, managing change effectively, challenging established practice

**Corporate social responsibility** – community initiatives, reducing carbon footprint / improving air quality, promoting use of sustainable modes of transport, reducing waste, ethical trading, equality and diversity initiatives, approach to Social Value

**Customer relations** – pre and post works communication, seeking feedback, attentiveness

**Key persons** – retention rate, timely notification of changes, quality of proposed replacements, development of key staff

***CB Performance Score***

The *Contractor* is awarded one of the following CB Performance Scores in each Review Period:

| **CB Performance Score** | **Criteria for Award of Score** |
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| Exemplary | *Contractor's* performance meets all of the criteria for Exemplary Performance |
| Exceed | *Contractor's* performance meets:<br>• at least five (5) of the nine (9) criteria for Exemplary Performance, including the H&S Leadership criteria; and<br>• all criteria for Target Performance<br>but fails to meet the criteria for Exemplary Performance |
| Target Service Level | *Contractor's* performance meets all criteria for Target Performance but fails to meet the criteria for an Exceed score |
| Minimum Service Level (below target) | *Contractor's* performance meets the criteria for Poor Performance for between one (1) and four (4) criteria |
| Poor Performance | *Contractor's* performance meets five (5) or more of the nine (9) criteria for Poor Performance |

***Performance Criteria Table***

| **Performance level** | **Criteria** |
|---|---|
| Exemplary Performance | Evidence demonstrated of exemplary adherence to Health and Safety Leadership throughout the contract year<br><br>Evidence of continually anticipating *Client's* unarticulated needs<br><br>Flexible, proactive and innovative approach to Providing the Service, including bringing in new ideas and challenging established practices<br><br>Consistent delivery of contractual communications and submissions in a timely, clear, concise, open and effective manner<br><br>Proactive approach and effective measures adopted to manage contractual interfaces (e.g. other authorities, utility companies, other contractors)<br><br>Evidence of exemplary performance against the Corporate Social Responsibility theme<br><br>Repeated evidence of customer satisfaction resulting from actions of those under the *Contractor's* control<br><br>Role model levels of attendance, participation, leadership, and collaboration in the *Client's* meetings, forums and workshops<br><br>Strong workplace culture with high levels of retention and training of Key Personnel. Any changes of Key Personnel are notified in a timely manner; replacements are of an equal calibre; and a smooth transition achieved |
| Target Performance | Evidence demonstrated of adequate adherence to Health and Safety Leadership<br><br>Some evidence of anticipating *Client's* needs,<br><br>Some evidence of flexible, proactive and innovative approach to Providing the Service<br><br>Regular delivery of contractual communications and submissions in a timely manner<br><br>Contractual interfaces managed with little *Client* intervention<br><br>Evidence of adequate performance against the Corporate Social Responsibility theme<br><br>Little evidence of positive or negative customer feedback<br><br>Regular appropriate attendance, participation, leadership, and collaboration in the *Client's* meetings, forums and workshops<br><br>Mid to high levels of retention and some evidence of appropriate training for Key Personnel provided. Any changes of Key Personnel are notified in a timely manner; replacements are of an equal calibre; and disruption to delivery of the *service* is low |

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| Poor Performance | Little or no evidence demonstrated of adhering to Health and Safety Leadership<br><br>Little or no evidence of anticipating *Client's* needs<br><br>Rigid, reactive and uncreative approach to Providing the Service<br><br>Contractual communications and/or submissions are often late, ambiguous, and/or ineffective<br><br>Lacking effective measures to manage contractual interfaces causing multiple *Client* interventions and/or delays<br><br>No evidence of or poor performance against the Corporate Social Responsibility theme<br><br>Repeated evidence of customer dissatisfaction resulting from actions of those under the *Contractor's* control<br><br>Little, inappropriate or no attendance, and/or participation, and/or leadership, and/or collaboration in the *Client's* meetings, forums and workshops<br><br>High levels of turnover of Key Personnel, causing disruption to the delivery of the *service*; and/or any replacement proposed is of a lower calibre and rejected by the *Client*; and/or little evidence of appropriate training of Key Personnel |