

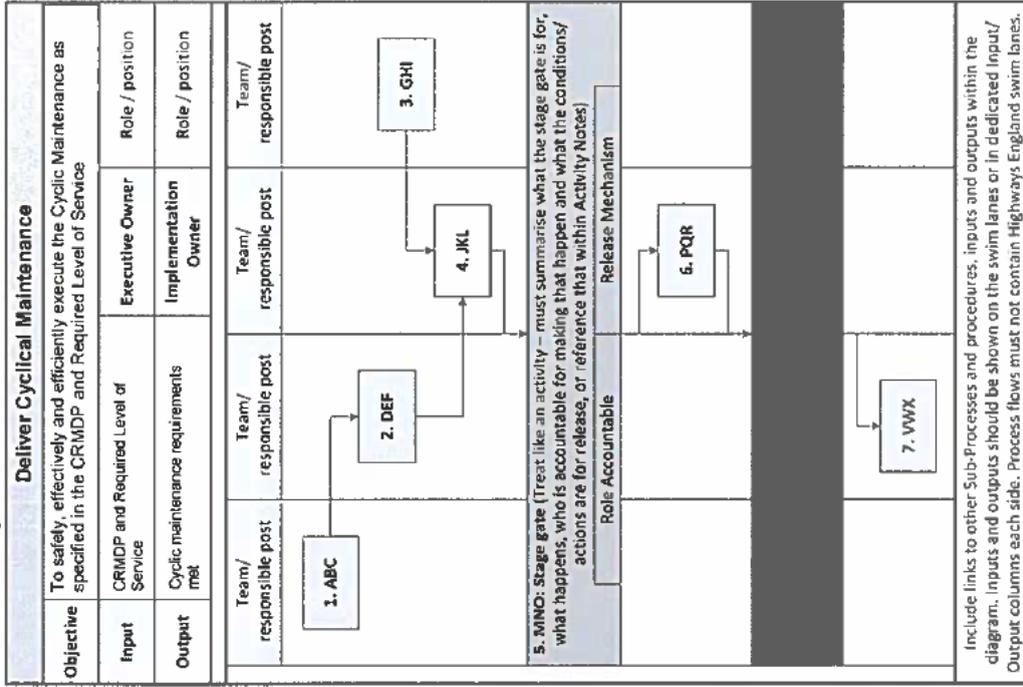
		To reduce cost and cycle times whilst maintaining quality. To generate efficiency improvements.	Performance Requirements	Measures. Business Information.
Procedure	Audit and Assurance	To deliver process compliance, identify non-conformities and ensure consistent delivery of service. To build a suitable regime of audit and assurance.	Quality Management System. Known Issues / Areas for Improvement.	Audit Findings. Remedial Actions. Performance Information.
Procedure	Quality Management Points	To manage, administer and respond to quality management points.	Quality Table. Contract Requirements.	Improved Quality Management.
Procedure	Performance Management	To ensure collation and submission of Performance Measurement Data and relevant ownership of metrics.	Performance data requirements. Performance measures. CPF.	Performance Data. Business Information.
Procedure	Nonconformities	To manage non conformities and ensure they are communicated escalated, resolved and learned from.	Non conformity.	Corrective Actions. Action Plans.
<b>Scheme Delivery</b>				
<b>Purpose / Objectives</b>			<b>Inputs</b>	<b>Outputs</b>
Process	Design Validation	To review scheme designs across the full spectrum of technical disciplines to verify that the designs are in readiness for construction and the <i>Consultant</i> accepts full design responsibility.	Design (drawings, risks, associated products) Requirements	Validated Designs, Updated Risks, Efficiency Opportunities
Process	Design Schemes	To efficiently and accurately develop and maintain designs for schemes and communicate to Client and Contractors	Work Instruction, Task Order, Task Brief	Scheme design
Procedure	Early Contractor Involvement	To work with the Client and rest of community prior to Task Order issue in order of optimise early scheme development		
Procedure	Network Occupancy	To liaise with other parties involved in the scheme to ensure that network occupancy requirements are adequate and do not clash	Scheme programme, NOMS data	Updated Network Occupancy Requirements

Procedure	Customer Contact	To communicate with customers when necessary, escalating to the Client as required	Customer communications	Customer comms plan
Procedure	Document Control	To ensure all drawings and scheme documents are controlled and managed effectively	Drawings, forms, Document management system	Managed scheme documents
Procedure	Health & Safety File	To ensure that the Client is provided with the scheme H&S File in accordance with legislation		H&S File
Procedure	Risk Management	To identify, analyse, track, mitigate and manage risk.	Risks	Risks Managed.
Process	Deliver Schemes	To provide design advice and manage design changes as required during the delivery of schemes	Instruction. Scope. Pre-construction Information	Up to date design Scheme Completion. Health and Safety File As-builts
<b>Contract and Commercial Management</b>				
<b>Purpose / Objectives</b>				
Process	Commercial Management	To build a collaborative commercial relationship with Highways England and the Consultant's suppliers that is mutually beneficial.	Commercial Arrangements. Contracts. Legislation.	Outputs
Procedure	Task Management	To produce accurate quotations, and manage the lifecycle of a Task Order through to payment receipt	Request for quotation, Task Order issue, Certificate of Completion, Payments	Quotation, Invoice, Receipt of payment
Procedure	CE & Early warning	To make, respond to and effectively manage change under the contract.	Change / Prospect of Change	Change Managed.
Procedure	Cost Capture	To provide the cost capture information to the client as required under the contract.	Instructions. Requirements.	Cost Capture Data.

Procedure      Supply Chain Management

To ensure that the best value is derived from the supply chain that supports the delivery of the service whilst fostering innovation, efficiency and capability development.      Commercial Arrangements. Contracts. Legislation.

3.5. Sample format of 'swim-lane' Process flowchart and Activity Notes (Figure 2)



Deliver Cyclical Maintenance		Date
		Page 1 of 1
Objective	To safely, effectively and efficiently execute the Cyclical Maintenance as specified in the CRMDP and Required Level of Service	
Input	Cyclic and Reactive Maintenance Delivery Plan and Required Level of Service	
Output	Cyclic maintenance requirements met	
Executive Process Owner	Role or position	
Implementation Owner	Role or position	
Activity 1	ABC	
Abc (Detailed description of Activity 1).....also can refer to Procedure XXX (method statements, forms, registers etc.)		
Activity 2 etc	DEF	
Def.....		
Activity 5	MNO	
Stage gate	Treat like an activity – must describe what the Stage Gate is for, what happens, who is accountable for making that happen and what the conditions/actions are for release.	
.....		
Activity 6	PQR	
.....		
Activity 7	STU	
Hold point	Treat like an activity - must describe what the hold point is for, what happens, who is accountable for making that happen and what the conditions/actions are for release	
.....		
Activity 8	VWX	
.....		

#### 4. NONCONFORMITY AND CORRECTIVE ACTION

##### 4.1. Requirements

- 4.1.1. The purpose of this section is to describe the minimum requirements to be fulfilled by the *Consultant* when submitting reports and registers in connection with Nonconformities and corrective actions,
- 4.1.2. The reporting of Nonconformities to be in accordance with Table 2, including adding them to the register and submission monthly to the *Client*.
- 4.1.3. All corrective actions require a specific plan. The *Consultant* submits to the *Service Manager* for acceptance a plan setting out the corrective and preventative action that it proposes to take to deal with the Nonconformity.
- 4.1.4. Within one week of the *Consultant* submitting the corrective action plan, the *Service Manager* either accepts the proposals in the plan or notifies the *Consultant* of the reason for not accepting it. Possible reasons for not accepting the proposed corrective action plan is that:
- it does not specify the actions required to ensure that Nonconformities do not recur,
  - it does not comply with the contract,
  - the time for completing the corrective and preventative action is unreasonable, or
  - it will hinder the *Client* or Others.
- 4.1.5. If the *Service Manager* does not accept the proposed action plan, the *Consultant* submits a revised proposal to the *Service Manager* for acceptance within one week.
- 4.1.6. The requirements stated in the Table 2 below are the minimum requirements of the relevant quality document. The *Consultant* or the *Client* may add to these from time to time.

**Table 2 - Quality Document Coverage**

Ref	Item	Item Coverage
1	Nonconformities	
1.1	Report	<p>Within three working days from the identification of a Nonconformity the <i>Consultant</i> prepares a brief report covering as a minimum:</p> <ul style="list-style-type: none"> <li>• Unique reference for the Nonconformity</li> <li>• A brief description stating which requirement is not being fulfilled and in what way</li> <li>• The effect both current and potential</li> <li>• The likely cause i.e. what aspect of the Quality Plan or service delivery is not functioning properly</li> </ul>

Ref	Item	Item Coverage
1.2	<b>Register</b>	<p>The <i>Consultant</i> keeps an up to date register of Nonconformities covering as a minimum:</p> <ul style="list-style-type: none"> <li>• Unique reference,</li> <li>• Date of Identification,</li> <li>• Identification method for example through performance management, by testing or by Audit etc.,</li> <li>• Date of corrective action report,</li> <li>• Date Nonconformity corrected (i.e. confirmed as such by the <i>Service Manager</i>),</li> <li>• Traffic light type notation, <ul style="list-style-type: none"> <li>o Red – indicates Nonconformity identified but no corrective action report prepared – also where corrective action not complete by planned date,</li> <li>o Amber – Correction action report prepared and action in progress and within planned parameters,</li> <li>o Green – Corrective action complete and accepted by the <i>Service Manager</i>.</li> </ul> </li> </ul> <p>The <i>Consultant</i> enters the Nonconformity on to the register within three working days from its identification.</p>
2	<b>Corrective Action</b>	
2.1	<b>Corrective Action Plan</b>	<p>Within seven working days from the identification of a Nonconformity the <i>Consultant</i> issues a corrective action plan covering as a minimum:</p> <ul style="list-style-type: none"> <li>• Unique reference of the Nonconformity.</li> <li>• Description – this could be as per the Nonconformity report or expanded.</li> <li>• Details of the corrective action proposed.</li> <li>• Categorisation of the Nonconformity into high, medium or low risk.</li> <li>• For high and medium risk an analysis of the root cause(s) of the Nonconformity commensurate with risk i.e. what is the evidence-based underlying truth about what is causing the Nonconformity to occur.</li> <li>• What aspect of the Quality Plan needs to be addressed i.e. which of the <i>Consultant's</i> processes is not performing as required.</li> <li>• What the corrective action will address, for example is it a process design that needs changing or is it an execution issue (i.e. that requires additional training, tools etc.)</li> <li>• For high and medium risk a detailed action plan,</li> </ul>

Ref	Item	Item Coverage
		<p>commensurate with risk, with planned correction date and milestones – the plan should contain named individuals for the actions and for high risk the plan should nominate the relevant executive process owner from the <i>Consultant</i> to take overall accountability for the plan. A brief action plan is required for low risk.</p> <ul style="list-style-type: none"><li>• Method of reporting progress to the <i>Service Manager</i>.</li><li>• The method to be used to signify successful correction of the Nonconformity to allow that to be recorded on the register. Any envisaged circumstance that will allow the <i>Service Manager</i> to confirm the correction.</li><li>• Adjustments to be made to the Quality Plan or service delivery in order to prevent recurrence of the Nonconformity.</li></ul>

## 5. QUALITY TABLE

### 5.1. Quality Points

5.1.1. Quality Management Points accrue for the failures listed in **Table 3 - Quality Table** below whether identified by the *Consultant*, the *Client* or the relevant certification body.

5.1.2. Quality Management Points accrue from the:

- date of identification, or.
- date of the audit if raised in an audit, or
- *Service Manager's* instruction.

5.1.3. If the *Consultant* fails properly to accrue Quality Management Points, the *Service Manager* instructs the *Consultant* to accrue Quality Management Points.

5.1.4. The *Consultant* maintains a Quality Management Point Register of the number of Quality Management Points in effect, showing when Quality Management Points accrue and are removed. This is to be submitted to the *Client* on a monthly basis as a minimum.

5.1.5. If the number of Quality Management Points in effect at any time is more than 25 points, the *Consultant* and the *Service Manager* meet within one week to consider ways of reducing the number of Quality Management Points in effect to 25 or less and to avoid accruing further Quality Management Points. The *Consultant* submits a report to the *Service Manager* within one week of the meeting setting out:

- the actions agreed at the meeting, and
- any other actions which the *Consultant* proposes to take immediately to reduce the number of Quality Management Points in effect to 25 or less and to avoid accruing further Quality Management Points.

5.1.6. If the *Service Manager* does not accept the *Consultant's* proposals or the *Consultant* does not take the agreed actions, the *Service Manager* serves a quality warning notice on the *Consultant*. Within one week of receipt of the quality warning notice, the *Consultant* submits a report to the *Service Manager* setting out the actions which the *Consultant* has taken and what further or alternative actions it proposes to take to reduce the number of Quality Management Points in effect to 25 or less.

5.1.7. Until the number of Quality Management Points in effect is reduced to 25 or less, the *Consultant* takes the actions detailed in its reports and submits weekly update reports to the *Service Manager* setting out the actions it has taken, the results of those actions and the actions which are still to be taken by it.

5.1.8. Following the issue of a quality warning notice and until the number of Quality Management Points in effect is reduced to 25 or less, the *Consultant* will be subjected to the consequences as defined in the Z Clauses, Z18.1.

5.1.9. A failure to:

- take actions to reduce the number of Quality Management Points in effect to 25 or less, or
- comply with a corrective action plan that has been accepted by the *Service Manager*,

is treated as a substantial failure by the *Consultant* to comply with its obligations.

## 5.2. The Quality Table

5.2.1. The Quality Management Points are shown in **Table 3** below.

**Table 3 – Quality Table**

Failure		Quality Management Points	Period of effect
1	No Quality Manager in post	25	Until <i>Service Manager</i> is notified of the appointment of the Quality Manager
2	Failure to have a complete Quality Management System in place and operating	15	Until <i>Consultant</i> submits the Quality Management System to the <i>Service Manager</i>
3	Failure to identify a Nonconformity	5 per Nonconformity	2 months
4	Failure to raise a Nonconformity report in accordance with this Annex after a Nonconformity has been identified	5 per Nonconformity	6 months
5	Failure to raise a corrective action plan in accordance with this Annex after a Nonconformity has been reported	5 per Nonconformity	6 months
6	Failure to rectify a Non conformity in the time set out in a corrective action plan. (see note 1 below)	5 per Nonconformity	Until a <i>Consultant's</i> audit confirms the Nonconformity is rectified and has been verified as completed by the <i>Service Manager</i> .
7	Failure to correct the Quality Management System in the manner set	10 per failure	Until a <i>Consultant's</i> audit confirms the Nonconformity is rectified and has been

Failure		Quality Management Points	Period of effect
	out in a corrective action plan (see note 1 below)		verified as completed by the <i>Service Manager</i> .
8	Failure to prevent repeat Nonconformities	5 per repeat Nonconformity	6 months
9	Failure to implement recommendations in an <i>Client's</i> audit report (see note 1 below)	5 per recommendation	Until recommendations have been implemented and accepted by the <i>Service Manager</i>
10	Failure to carry out a planned internal audit	15 per audit	Until completed audit report is received by the <i>Service Manager</i>
11	Carrying out work without release of hold point	10 per item	6 months
12	Failure to make records available for inspection by the <i>Service Manager</i>	10 per failure	Until the records are made available
13	Failure to allow access for <i>Client</i> audits (excluding audits of the HSMM Action Plan)	10 per failure	Until access is allowed
14	Failure to notify the <i>Service Manager</i> of change to Processes and Procedures	5 per failure	6 months
15	Nonconformity identified during <i>Client</i> Audit of the Quality Management System (High risk as determined by the <i>Service Manager</i> )	5 per nonconformity raised	Until nonconformity has been verified completed by the <i>Service Manager</i>

Failure		Quality Management Points	Period of effect
16	Failure by <i>Consultant</i> to accrue Quality Management Points that should have been accrued or where the <i>Consultant</i> has been instructed to accrue Quality Management Points by the <i>Service Manager</i>	The number of Points that should have been accrued	The period applicable to the failure that should have accrued Points
		PLUS	
		An additional number of Points equivalent to the Points that should have been accrued	6 months from the actual accrual date of the Quality Management Points that should have been accrued
17	Failure to have a complete Health and Safety Maturity Matrix (herein termed HSMM) Action Plan in place and operating as required by this contract	25	Until audit confirms that HSMM Action Plan complete and operating
18	Failure to update HSMM Action Plan as required	10	Until audit confirms that HSMM Action Plan updated
19	Failure to take an action detailed in the HSMM Action Plan (see note 2 below)	10	Until failure corrected
20	Failure to allow the <i>Service Manager</i> access for audits of the HSMM Action Plan	25 per failure	Until access is allowed

**Note 1:** For this failure additional Quality Management Points equal to the number already accrued for the failure are accrued at each audit until a *Consultant's* audit confirms that rectification/correction/implementation/action has taken place and this is accepted by the *Service Manager*.

**Note 2:** For these failures additional Points are accrued at each audit until an audit confirms that correction has taken place.



**East Region**

**Asset Delivery (AD)**

**Scope**

**Annex 17**

**Performance Management**

**CONTENTS AMENDMENT SHEET**

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Tender Issue	SEL	18/3/19

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## 1 PERFORMANCE MANAGEMENT

### 1.1 Introduction

1.1.1 Performance of the Community is measured through the Collaborative Performance Framework (CPF). The Collaborative Performance Framework measures the performance of the Contractor. The CPF comprises a combination of data-driven and evidence-based performance measures, supported by collaborative behavioural metrics.

1.1.2 The Collaborative Performance Framework for this contract is herein referred to as the "CPF",

1.1.3 Delivering value for money, including documentary evidence to support it, is critical to the *Client*. While unacceptable quality management is addressed via Quality Management Points (QMPs) and associated procedures, the Contractor's performance will be measured via the CPF to ensure that the service or works are being delivered effectively and efficiently i.e. that the Contractor is delivering the *Client's* outcomes and demonstrating performance improvement).

1.1.4 The CPF contains a range of measurements that the *Client* will use to:

- identify opportunities for continual improvement and enhancing customer experience,
- assess the performance of the Contractor,
- assess the effectiveness of the Contractor's management processes,
- measure compliance with the requirements of the contract,
- inform processes for the continuation of this contract.

1.1.5 The Collaborative Performance Framework Guidance contains:

- background to the CPF, how it operates, roles and responsibilities, timelines, data standards and an outline of the scoring process,
- supporting guidance for complying with the CPF and scoring performance against specified metrics,
- governance arrangements for performance management for the Contractor,
- details of areas of performance measurement at theme, measure and metric level,

- requirements for data collection, quality standards and meeting submission expectations.
  - minimum targets for performance and driving continual improvement.
- 1.1.6 The performance management arrangements are designed to enable the Contractor to demonstrate responsibility for the delivery of Schemes. The *Client* intends to use the results of the CPF to measure and publish the relative performance of Contractor to the Community and other communities/ areas to support benchmarking and best practice.
- 1.1.7 The *Client* may introduce a Performance Management Information System or other system for recording and reporting against the requirements of this Annex. When / if provided, the Contractor provides performance data directly into the Performance Management Information System or any other system that is adopted.
- 1.2 Amendments to Performance Management**
- 1.2.1 The *Client* will generally review the CPF twice yearly and may issue updates as a result of these reviews. These updates may include:
- the use of new repositories for all performance measurement related data,
  - the introduction of new or revised measurements or procedures to gather consistently high quality data for performance measurement,
  - the introduction of new capabilities or methodologies to monitor and deliver areas of performance measurement,
  - the introduction or modification to targets for Contractor's performance and
  - the introduction of new iterations of the Collaborative Performance Framework (CPF) Guidance documentation.
- 1.2.2 The Contractor may submit proposed amendments to the CPF to the *Client* via [ops\\_supply\\_chain\\_performance@highwaysengland.co.uk](mailto:ops_supply_chain_performance@highwaysengland.co.uk) mailbox, these will be considered and a decision on acceptance relayed.
- 1.3 The Contractor's Responsibilities**
- 1.3.1 The Contractor complies with the requirements in the CPF, Collaborative Performance Framework Guidance and Performance Management Information System.
- 1.3.2 In line with the CPF, Collaborative Performance Framework Guidance and Performance Management Information System, the Contractor: