

CONTRACT FOR THE PROVISION OF PRINT SERVICES

OFFICIAL

CPS PRINT SERVICES

**CALL OFF SCHEDULE 6: SERVICE LEVELS, SERVICE CREDITS AND
PERFORMANCE MONITORING**

CALL OFF SCHEDULE 6: SERVICE LEVELS, SERVICE CREDITS AND PERFORMANCE MONITORING

1. SCOPE

1.1 This Call Off Schedule 6 sets out the Service Levels which the Supplier is required to achieve when providing the Goods and/or Services, the mechanism by which Service Level Failures and Critical Service Level Failures will be managed and the method by which the Supplier's performance in the provision by it of the Goods and/or Services will be monitored.

1.2 This Call Off Schedule 6 comprises:

1.2.1 Part A: Service Levels and Service Credits;

1.2.2 Annex 1 to Part A - Service Levels and Service Credits Table;

1.2.3 Part B: Performance Monitoring; and

1.2.4 Annex 1 to Part B: Additional Performance Monitoring Requirements.

PART A: SERVICE LEVELS AND SERVICE CREDITS

1. GENERAL PROVISIONS

- 1.1 The Supplier shall provide a suitably qualified nominated Contract Manager, as well as a suitably qualified deputy to act in their absence, who will take over all responsibility for delivering the Goods and/or Services required within this Call Off Contract and ensuring that all Service Levels in this Call Off Contract and Key Performance Indicators in the Framework Agreement are achieved to the highest standard throughout, respectively, the Call Off Contract Period and the Framework Period.
- 1.2 The Supplier shall within five (5) Working Days of the Call Off Commencement Date send to the Customer the name and contact details (including email address and telephone numbers) of the nominated Contract Manager and deputy Contract Manager for this Call Off Contract. The Supplier shall have arrangements in place to deal with annual leave or any other (un)planned absence.
- 1.3 The Supplier shall communicate any change in Contract Manager to the Customer, no less than one (1) Month in advance of the planned change.
- 1.4 The Supplier shall provide a managed service through the provision of a dedicated Contract Manager where required on matters relating to:
 - 1.4.1 supply performance;
 - 1.4.2 quality of Goods and/or Services;
 - 1.4.3 Customer support and, as required, Agency Manager support;
 - 1.4.4 complaints handling;
 - 1.4.5 accurate and timely invoices; and
 - 1.4.6 Availability of the Services.
- 1.5 The Supplier accepts and acknowledges that failure to meet the Service Level Performance Measures set out in the table in Annex 1 to this Part A of this Call Off Schedule 6 will result in Service Credits being issued to the Customer.

2. PRINCIPAL POINTS

- 2.1 The objectives of the Service Levels and Service Credits are to:
 - 2.1.1 ensure that the Service Level Performance Measures are met or exceeded;
 - 2.1.2 provide a mechanism whereby the Customer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of service for which it has contracted to deliver; and
 - 2.1.3 incentivise the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.

3. SERVICE LEVELS

- 3.1 Annex 1 to this Part A of this Call Off Schedule 6 sets out the Service Levels the performance of which the Parties have agreed to measure.

- 3.2 The Supplier shall monitor its performance of this Call Off Contract by reference to the relevant performance criteria for achieving the Service Levels shown in Annex 1 to this Part A of this Call Off Schedule 6 (the “Service Level Performance Criteria”) and shall send the Customer a Performance Monitoring Report detailing the level of service which was achieved in accordance with the provisions of Part B of this Call Off Schedule 6.
- 3.3 The Supplier shall, for each Service Period that falls within the Call Off Contract Period provide the Goods and/or Services in such a manner that the Service Levels Performance Measures are achieved or exceeded. For the avoidance of doubt, where the Customer fails to meet the minimum volume thresholds as set out in Call Off Schedule 3 (Charges, Payment and Invoicing) the additional assumed volumes used to calculate the Charges shall not be used to calculate whether the Supplier has provided the Goods and/or Services in such a manner as to achieve or exceed the Service Level Performance Measures.
- 3.4 The Services shall be subject to one or more of the Service Level Performance Criteria set out below, as more particularly described in Annex 1 to this Part A of this Call Off Schedule 6. These are:
- 3.4.1 Availability;
 - 3.4.2 Incident Resolution; and
 - 3.4.3 Provision of Services.
- 3.5 The Supplier shall monitor its performance of each of the Service Level Performance Criteria set out in Annex 1 to this Part A of this Call Off Schedule 6 by reference to the applicable Service Level Performance Measures and shall send the Customer a Performance Monitoring Report in respect of each Service Period. Details to be included within the Performance Monitoring Report shall be agreed between the Supplier, the Agency Manager and the Customer during Implementation.
- 3.6 Availability for Devices in service shall be calculated as a percentage of the total time in a Service Period. Such calculation shall be on a per Device in service basis in accordance with the following formula:

Step 1: Device Availability (DA) = $\frac{(MP - SD) \times 100}{MP}$

where:

MP = Total time within the Working Hours, excluding any agreed Planned Downtime, within the relevant Service Period; and

SD = Total Service Downtime within the Working Hours in the relevant Service Period during which the Device in service is not Available, excluding any agreed Planned Downtime.

Step 2: Aggregate Device Availability = $\frac{\text{Sum of all DA}}{\text{Sum of all MP}}$

where:

DA = Device Availability calculated on a per Device basis in accordance with the step 1 calculation above

MP = Total time within the Working Hours, excluding any agreed Planned Downtime, within the relevant Service Period.

- 3.7 If any element of the Services are not Available and such non-Availability causes an other element of the Services to become not Available then the Downtime experienced by such other element of the Services shall not count towards the Service Downtime of that other element of the Services.
- 3.8 The measurement of non-Availability will commence at the point an Incident ticket is raised, or any monitoring device detects a problem, irrespective of whether an Incident ticket has been raised, whichever is sooner.
- 3.9 Where the same Incident causes more than one Service Level Failure in a given Service Measurement Period, the Service Level Failure attracting the largest Service Credit shall apply in respect of such Service Level Failures.
- 3.10 For the avoidance of doubt, Working Hours shall mean:
- 3.10.1 from 07:00 – 19:00, Monday – Friday (excluding any public holidays in England and Wales), and from 07:00 – 14:00 on a Saturday for logging service calls and for provision of remote help;
 - 3.10.2 from 09.00 - 17.30, Monday - Friday (excluding any public holidays in England and Wales) for fixes requiring engineer attendance on site; and
 - 3.10.3 in accordance with the relevant provisions of Call Off Schedule 2 (Requirements).
- 3.11 If the Supplier has failed to provide the Services in accordance with the Service Levels and can demonstrate that this failure would not have occurred but for a Customer Cause, the delay attributed to the Customer Cause shall not be considered for the purpose of calculating the Achieved Service Level. The Supplier shall not be liable to accrue Service Credits and the Customer shall not be entitled to withhold any of the Charges pursuant to this Call Off Schedule 6.
- 3.12 To the extent that:
- 3.12.1 any contributory or related breach of this Call Off Schedule 6 by the Supplier caused or resulted in a Customer Cause; and/or
 - 3.12.2 the Customer gives any advance notification that the Customer Cause is or is likely to occur and the Contractor fails to comply with paragraph 3.13 of this Call Off Schedule 6,
- then the Service Credits otherwise due under this Call Off Contract but for paragraph 3.11 of this Call Off Schedule 6 shall be reduced by a fair and equitable amount.
- 3.13 The Supplier shall, and shall procure that each Sub-Contractor shall, take and continue to take all reasonable steps to eliminate or mitigate the effects of a Customer Cause.
- 3.14 If the level of performance of the Supplier of any element of the Goods and/or Services during any Service Period:
- 3.14.1 fails to meet a specified Service Level Performance Measure;
 - 3.14.2 causes a Critical Service Level Failure; or
 - 3.14.3 is likely to fail a Service Level Performance Measure or cause a Critical Service Level Failure,
- the Supplier shall immediately notify the Customer in writing and the Customer, in its absolute discretion and without prejudice to any other of its rights howsoever arising including under Clause 13 of the Call Off Terms, may:

- (a) require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Customer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring; and
 - (b) if the action taken under paragraph 3.14(a) of this Call Off Schedule 6 has not already prevented or remedied the Service Level Failure or Critical Service Level Failure, the Customer shall be entitled to instruct the Supplier to comply with the Rectification Plan Process; or
 - (c) if a Service Level Failure has occurred, deduct from the Call Off Contract Charges the applicable Service Level Credits payable by the Supplier to the Customer in accordance with the calculation formula set out in Annex 1 to this Part A of this Call Off Schedule 6; or
 - (d) if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure in accordance with Clause 14 of the Call Off Terms (including subject, for the avoidance of doubt, the proviso in Clause 14.2.2 of the Call Off Terms in relation to Material Breach).
- 3.15 For the purposes of Section 4.3 of the Call Off Order Form, the following Service Level Performance Criterion, as more particularly described in Annex 1 to this Part A of this Call Off Schedule 6, are deemed to be Critical Service Level Performance Criterion:
- 3.15.1 Device Availability;
 - 3.15.2 Bulk Printing;
 - 3.15.3 Specialist Scanning;
 - 3.15.4 Utilisation; and
 - 3.15.5 Printing to Devices.
- 3.16 For the avoidance of doubt the provisions of paragraph 3.15 of this Part A of this Call Off Schedule 6 shall not prejudice any other right of the Customer to enhance, amend or modify the Service Levels and accordingly the Customer reserves the right to amend the Critical Service Level Performance Criterion.
- 3.17 For the purposes of paragraph 3.14.3 of this Part A of this Call Off Schedule 6, the level of performance will be deemed likely to fail a Service Level Performance Measure or cause a Critical Service Level Failure, or the Supplier will be deemed to be on notice of an impending failure to meet a specified Service Level Performance Measure or cause a Critical Service Level Failure, where the performance of the Services falls below the same Service Level Performance Measure on two (2) occasions within any four (4) consecutive Service Periods.
- 3.18 Approval by the Customer of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and (subject to any Court order or direction to the contrary) no estoppels or waivers shall arise from any such Approval by the Customer or as a result of such implementation.
- 3.19 The Supplier expressly acknowledges, accepts and agrees that the Customer may (at its sole discretion), and without prejudice to its rights under Clause 13.7 of the Call Off Terms, enhance or otherwise modify a limited number of specific Service

Levels required by the Supplier during a Further Competition Procedure and/or during the Implementation Period on written notice to the Supplier.

3.20 Where the Customer wishes to exercise its modification rights under paragraph 3.19 of Part A of this Call Off Schedule 6 it shall not be instructed to instruct a Benchmarking to provide a Benchmark Review or follow the Change Control Procedure contained in Call Off Schedule 12 (Change Control Procedure) provided that such modification:

- 3.20.1 does not affect more than two (2) Service Levels;
- 3.20.2 is not exercised more than once in any Call Off Contract Year; and
- 3.20.3 does not materially alter any Service Level to the material detriment of the Supplier.

3.21 Repeat Failures to meet a Service Level

3.21.1 If the Supplier fails to achieve a Service Level in a Service Period and then fails to achieve the same Service Level in a subsequent Service Period, the failure in the subsequent Service Period shall be a Repeat Failure. The Repeat Failure count shall increment by one (1) for each additional failure.

3.21.2 If the driver for the Service Level is a Device, a Service Level Performance Measure failure would be classed as a Repeat Failure if a Device appears in the analysis of incidents for a failed Service Level in a given Service Period and then appeared again in a subsequent Service Period. If there is a Service Performance Measure failure but the Device does not appear in the analysis of incidents, this would be classed as a Service Level Performance Measure Failure attracting a Service Credit but without an increase in the Repeat Failure Multiplier, the Repeat Failure Multiplier from the preceding Service Period would be applied.

3.21.3 The Repeat Failure count shall be reset to zero (0) once there have been two (2) consecutive Service Periods in which the Service Level has been met.

3.21.4 In this paragraph 3.21 of this Part A of this Call Off Schedule 6, the reference to Repeat Failures to achieve a Service Level shall be to the Service Level for one (1) Service Level Performance Criterion.

3.22 Worked example of a Repeat Failure to meet a Service Level

3.22.1 Month on Month Repeat Failure Example

	Service Measurement Period											
	1	2	3	4	5	6	7	8	9	10	11	12
Failure to meet Service Level Target for a Service (F)	F	F	✓	F	✓	✓	F	✓	F	F	✓	F
No. of Repeat Failures	0	1		2			0		1	2		3

3.22.2 For any failure to meet Service Level Targets which is a Repeat Failure, the Service Credit applicable shall be by the Repeat Failure Multipliers illustrated below:

Repeat Failure count applicable to the Service Measurement Period	Repeat Failure Multiplier
0	1.0
1	1.25
2	1.5
3	1.75
4 and above	2.0

4. SERVICE CREDITS

- 4.1 Annex 1 to this Part A of this Call Off Schedule 6 sets out the formula used to calculate a Service Credit payable to the Customer as a result of a Service Level Failure in a given service period which, for the purpose of this Call Off Schedule 6, shall be a recurrent period of one (1) Month during the Call Off Contract Period (the “Service Period”).
- 4.2 Annex 1 to this Part A of this Call Off Schedule 6 includes details of each Service Credit available to each Service Level Performance Criterion if the applicable Service Level Performance Measure is not met by the Supplier.
- 4.3 The Customer shall use the Performance Monitoring Reports supplied by the Supplier under Part B of this Call Off Schedule 6 to verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant Service Period.
- 4.4 Service Credits are a reduction of the amounts payable in respect of the Goods and/or Services and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in Annex 1 to this Part A of this Call Off Schedule 6.

5. NATURE OF SERVICE CREDITS

- 5.1 The Supplier confirms that it has modelled the Service Credits and has taken them into account in setting the level of the Call Off Contract Charges. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance.

ANNEX 1 TO PART A: SERVICE LEVELS AND SERVICE CREDITS TABLE

Device Availability

The Service Level Performance Measure and the Service Level Threshold for the availability of individual Devices provided by the Supplier to the Customer at all Customer Sites shall be as set out in the table below. The Availability for each Device shall be calculated and reported on separately.

Service Credits shall be calculated on 20% of the monthly Operational Charges for the applicable Service Period.

Service Level No.	Service Levels				Service Credit for each Service Period	Minimum Service Credit	Maximum Service Credit
	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold			
1.	Device Availability	The availability of Devices in service during Working Hours	at least 90%	85%	3% Service Credit gained for each percentage under the specified Service Level Performance Measure	3%	12.5%

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Service Level No.	Service Levels				Service Credit for each Service Period	Minimum Service Credit	Maximum Service Credit
	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold			
2.	Device Calibration	<p>Each Device shall successfully self-calibrate at least once a Month</p> <p>Clarification: The intent of this Service Level is to improve quality. It is envisaged that Devices will have the ability to self-calibrate, and automatically submit a report on successful self-calibration to the Supplier. The Supplier is to collate all reports and report on the total number of successful / failed self- calibration.</p>	at least 99%	95%	3% Service Credit gained for each percentage under the specified Service Level Performance Measure	3%	12%

Bulk Printing (Off-Site and On-Premises)

Clarification:

1. The Trial Pack and Jury Bundles will be submitted for Bulk Printing between 1 week and 48 hours before they need to be delivered to the End User.
2. The Service Levels below include time taken by Courier for delivery (where applicable).

The Service Level Performance Measure and the Service Level Threshold for Bulk Printing provided by the Supplier (Off-Site and On-Premises) shall be as set out in the table below:

Service Credits shall be calculated on 20% of the monthly Operational Charges for the applicable Service Period.

Service Levels					Service Credit for each Service Period		
	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold		Minimum Service Credit	Maximum Service Credit
3.	Bulk Print Quality	Bulk print request must be satisfied in accordance with Customer original request for printing.	99%	95%	3% Service Credit gained for each percentage under the specified Service Level Performance Measure	3%	12%
4.	Bulk Print Timeliness	Bulk print requests to be fulfilled within 12 Working Hours (except where a	99%	95%	3% Service Credit gained for each percentage under the specified Service	3%	12%

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Service Levels					Service Credit for each Service Period		
	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold		Minimum Service Credit	Maximum Service Credit
		single print request is larger than 5000 impressions) Note: The 12 Working Hours includes the delivery by courier (where applicable) to the End User who requested the Bulk print.			Level Performance Measure		
5.	Bulk Print Timeliness 2	Where a Bulk print request is larger than 5000 impressions such Bulk print requests to be fulfilled within three (3) Working Days	99%	95%	3% Service Credit gained for each percentage under the specified Service Level Performance Measure	3%	12%
6.	Finishing Services	Where a Bulk print request includes	99% of Customer	95%	3% Service Credit gained for each percentage under the	3%	12%

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		<p>finishing services as set out at PRI/R/BULK/05 in Call Off Schedule 2 (Requirements). Finishing services shall be accepted by the End User as being of suitable quality.</p> <p>Note: This Service Level will be measured by surveys taken monthly by the Supplier, and the results of the surveys provided to the Customer at the Performance Review Meetings.</p>	End Users surveyed		specified Service Level Performance Measure		
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Specialist Scanning Request Services (Off Site and On Premises)

The Service Level Performance Measure and the Service Level Threshold for Specialist Scanning Request Services provided by the Supplier (Off-Site and On-Premises) shall be as set out in the table below:

Service Credits shall be calculated on 20% of the monthly Operational Charges for the applicable Service Period.

Service Levels					Service Credit for each Service Period		
	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold		Minimum Service Credit	Maximum Service Credit
7.	Scan Quality	Output received from specialist scanning request is accepted by the Customer (i.e. is not rejected due to poor quality)	98%	90%	2% Service Credit gained for each percentage under the specified Service Level Performance Measure	2%	16%
8.	Scan Timeliness	Output from specialist scanning request is received as per	98%	90%	2% Service Credit gained for each percentage under the specified Service Level	2%	16%

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	Service Levels				Service Credit for each Service Period		
	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold		Minimum Service Credit	Maximum Service Credit
		negotiated deadline			Performance Measure		

Utilisation

The Service Level Performance Measure and the Service Level Threshold for Utilisation shall be as set out in the table below:

Service Credits shall be calculated on 20% of the monthly Operational Charges for the applicable Service Period.

Service Levels					Service Credit for each Service Period		
	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold		Minimum Service Credit	Maximum Service Credit
9.	Print Capacity Management	The number of print Devices exceeding print capacity during the Service Period (where print capacity is based on the manufacturers' recommendation)	Less than 5%	10%	2% Service Credit gained for each percentage under the specified Service Level Performance Measure	2%	10%

Reporting

The Service Level Performance Measure and the Service Level Threshold for Reporting provided by the Supplier shall be as set out in the table below:

Service Credits shall be calculated on 20% of the Operational Charges for the applicable Service Period.

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	Service Levels				Service Credit for each Service Period		
	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold		Minimum Service Credit	Maximum Service Credit
10.	Performance Reporting	A service Performance Monitoring Report (format and content to be agreed during Implementation) shall be delivered within 5 Working Days of the Service Period end.	100%	80%	1% Service Credit gained for each percentage under the specified Service Level Performance Measure	1%	20%
11.	Finance Reporting	A finance report (format and content to be agreed during Implementation) to be delivered within 5 Working Days of the	100%	80%	1% Service Credit gained for each percentage under the specified Service Level Performance Measure	1%	20%

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Service Levels					Service Credit for each Service Period		
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold		Minimum Service Credit	Maximum Service Credit	
	Service Period end.						

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Printing to Devices

The Service Level Performance Measure and the Service Level Threshold for Printing to Devices shall be as set out in the table below:

Service Credits shall be calculated on 20% of the monthly Operational Charges for the applicable Service Period.

Service Levels					Service Credit for each Service Period		
	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold		Minimum Service Credit	Maximum Service Credit
12.	Device Printing	All servers that make up the Supplier Solution will be patched as per vendor recommendation, within two (2) weeks of new patches being released.	100%	95%	3% Service Credit gained for each percentage under the specified Service Level Performance Measure	3%	15%
13.	Patching and Upgrades	All print Devices that make up the Supplier Solution will be patched as well as have their firmware upgraded as per vendor	99%	95%	3% Service Credit gained for each percentage under the specified Service Level	3%	12%

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Service Levels					Service Credit for each Service Period		
	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold		Minimum Service Credit	Maximum Service Credit
		recommendation, within two (2) weeks of new patches or firmware upgrades being available			Performance Measure		
14.	Device Printing 2	<p>The End User shall receive the output from the print request to an MFD or desktop printer, when printing via an internet connection within five (5) minutes</p> <p>Note: The process used to evidence the achievement of this Service Level should be set out in the SMRD.</p>	99%	95%	3% Service Credit gained for each percentage under the specified Service Level Performance Measure	3%	12%

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Service Levels					Service Credit for each Service Period		
	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold		Minimum Service Credit	Maximum Service Credit
15.	Device Printing 3	Printing using a VPN and Remote Access Service (RAS) shall occur within five (5) minutes	99%	95%	3% Service Credit gained for each percentage under the specified Service Level Performance Measure	3%	12%

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CMDB

The Service Level Performance Measure and the Service Level Threshold for the CMDB shall be as set out in the table below:

Service Credits shall be calculated on 20% of the monthly Operational Charges for the applicable Service Period.

Service Levels					Service Credit for each Service Period		
	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold		Minimum Service Credit	Maximum Service Credit
16.	Asset Reporting	The Supplier shall maintain accurate Asset details, to be verified once every six (6) Months, by physical audit of Assets installed at a minimum of 15% of Customer Sites, against Asset details recorded in the Customer's CMDB.	99%	85%	1% Service Credit gained for each percentage under the specified Service Level Performance Measure	1%	14%
17.	Asset Updates	The Supplier shall provide a monthly CMDB update in a format to be agreed with the Customer during the	100%	85%	1% Service Credit gained for each percentage under the specified Service Level	1%	15%

Service Levels					Service Credit for each Service Period		
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold			Minimum Service Credit	Maximum Service Credit
	Implementation Period.				Performance Measure		

Incident Resolution

If the Services are not Available the Customer will report the non-Availability as an Incident to the Customer’s Service Desk who shall (in turn) notify the Supplier’s helpdesk to request their Resolution in accordance with the Maximum Incident Resolution Times. Incidents must be classified as one of the four Incident Severity Levels listed in the table in this paragraph. The Supplier shall ensure that Incidents are resolved within the Maximum Incident Resolution Times set out in this paragraph. For the avoidance of doubt, the Incident Severity Levels listed in this paragraph are not to be construed as relevant for determining whether a Critical Service Level Failure has occurred.

Incident and Problem Management shall be conducted in accordance with:

- the latest version of ITIL; and
- the Policies, Procedures and Processes provided by the Agency Manager.

The Maximum Incident Resolution Time, the Service Level Performance Measure and the Service Level Threshold for Incidents across all of the Services provided by the Supplier to the Customer shall be as set out in the table below. The Supplier shall manage the Incident to Resolution in accordance with this Call Off Schedule 6, whilst keeping the Customer appropriately informed at appropriate intervals at all times (whether before or after the maximum incident resolution time).

Working Hours will be measured from the time the Supplier receives the call but will measure only the hours: Monday to Friday from 07:00 to 19:00, and on Saturday from 07:00 to 14:00.

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Service Credits for Incident Severity Levels 1 and 2 shall be calculated on 40% of the monthly Operational Charges for the applicable Service Period.

Service Credits for Incident Severity Levels 3 and 4 shall be calculated on 20% of the monthly Operational Charges for the applicable Service Period.

	Incident Severity Level	Maximum Incident Resolution Times	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period	Minimum Service Credit	Maximum Service Credit
18.	Level 1	Four (4) Working Hours	100%	85%	1% Service Credit gained for each percentage under the specified Service Level Performance Measure	1%	12.5%
19.	Level 2	Four (4) Working Hours where no on site engineer is required	99%	85%	1% Service Credit gained for each percentage under the specified Service Level Performance Measure	1%	12.5%
20.		For incidents requiring an engineer on site this shall be eight (8) On-Site Working Hours	97%	85%	1% Service Credit gained for each percentage under the specified Service Level Performance Measure	1%	12%
21.	Level 3	Four (4) Working Hours where no on site engineer is required	97%	85%	1% Service Credit gained for each percentage under the specified Service Level Performance Measure	1%	12%

	Incident Severity Level	Maximum Incident Resolution Times	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period	Minimum Service Credit	Maximum Service Credit
22.		For incidents requiring an engineer on site this shall be eight (8) On-Site Working Hours	95%	85%	1% Service Credit gained for each percentage under the specified Service Level Performance Measure	1%	10%
24.	Level 4	By the end of the third (3) Working Day	99.50%	85%	1% Service Credit gained for each percentage under the specified Service Level Performance Measure	1%	14%

Incident Severity Level 1:

Complete loss of Service to at least one Site (not including Home Workers);

Incident Severity Level 2

- Loss of multiple print Devices to at least one site; or
- Complete loss of service to one or more Home Workers.

Incident Severity Level 3

- a single Print Device is unavailable (where the device is not the only device of its kind at the Customer Site); or
- has a moderate adverse impact on the activities of the Customer;

Incident Severity Level 4

One or more requests for Consumables or print Devices have not been satisfied

An Incident will only be deemed to be resolved once the Services are available. However the Supplier shall not formally close any Incident until the Customer has confirmed that the Services are available.

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Incident Resolution Times shall be calculated from the time of first report of the Incident by the Service Desk Supplier to the Supplier until the time that the action has been completed by or on behalf of the Supplier to repair the root cause of the Incident or an agreed (agreed with the Customer) workaround has been implemented by the Supplier.

An Incident shall only be closed once (i) availability has been achieved and (ii) the Customer has confirmed to the Supplier that availability has been achieved (unless the Supplier believes it has achieved availability and has made three (3) good faith attempts to confirm this with the Customer but has been unable to contact the Customer to obtain such confirmation) then the Incident shall be deemed to be resolved.

Note: Repeat Incidents related to the same print Device shall be classified as a Severity level 2 Incident (where such repeat incidents have not already been classified at a higher Severity level).

The Service Credits in respect of Incident Resolution shall be calculated on the basis of the following formula:

[Example:

Formula: $x\% \text{ (Service Level Performance Measure)} - x\% \text{ (actual Service Level performance)}$ capped at $x\% \text{ (the Service Level Threshold)}$ = $x\% \text{ (Service Credit gained for each percentage under the specified Service Level Performance Measure)} \times x\% \text{ of } x\% \text{ (proportion of the monthly Operational Charges the Service Credit is payable against) of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer}$

Worked example: 98% (e.g. Service Level Performance Measure requirement for Service Level Performance Criterion of accurate and timely billing to Customer) - 75% (e.g. actual performance achieved against) = 3% x 1% of 20% of the Operational Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer]

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this Service Level Performance
Criterion in a Service Period) capped
at 95% (e.g. the Service Level
Threshold)

PART B: PERFORMANCE MONITORING

1. PRINCIPAL POINTS

- 1.1 Part B to this Call Off Schedule 6 provides the methodology for monitoring the provision of the Goods and/or Services:
- 1.1.1 to ensure that the Supplier is complying with the Service Levels; and
 - 1.1.2 for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Goods and/or Services ("**Performance Monitoring System**").
- 1.2 Within twenty (20) Working Days of the Call Off Commencement Date the Supplier shall provide the Customer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

2. REPORTING OF SERVICE FAILURES

- 2.1 The Supplier shall report all failures to achieve Service Levels and any Critical Service Level Failure to the Customer in accordance with the processes agreed in paragraph 1.2 of Part B of this Call Off Schedule 6 above.

3. PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 3.1 The Supplier shall provide the Customer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.2 of Part B of this Call Off Schedule 6 above and on a monthly basis thereafter within five (5) Working Days of the last Working Day of each Service Period.
- 3.2 Performance Monitoring Reports shall be provided by the Supplier in addition to any:
- 3.2.1 financial reporting obligations that the Supplier is required to comply with under this Call Off Contract; and
 - 3.2.2 other reports the Customer may reasonably require the Supplier to provide in relation to provision of the Services (from time to time).
- 3.3 Performance Monitoring Reports shall contain as a minimum:
- 3.3.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.3.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.3.3 any Critical Service Level Failures and details in relation thereto;
 - 3.3.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence (whether or not as part of any Rectification Plan);
 - 3.3.5 the Service Credits to be applied in respect of the relevant period indicating the Service Level Failure and Service Levels to which the Service Credits relate; and
 - 3.3.6 such other necessary or incidental details as the Customer may reasonably require from time to time.

- 3.4 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a monthly basis (taking place on, or before, the 10th Working Day of each Service Period, to review the Supplier Performance during the previous Service Period) or at the request of the Customer at other times. . The Performance Review Meetings will be the forum for the review by the Supplier and the Customer of the Performance Monitoring Reports , which the Parties shall use to discuss a broad range of matters relating to, or affecting, the Service Levels during the current or upcoming Service Period in addition to the Performance Monitoring Reports (such agenda items to be prepared by the Customer with Supplier input in advance of the relevant Performance Review Meeting). The Performance Review Meetings shall (unless otherwise agreed):
- 3.4.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier;
 - 3.4.2 take place at such location and time (within normal business hours) as the Customer shall reasonably require unless otherwise agreed in advance;
 - 3.4.3 be attended by the Supplier Representative and the Customer Representative; and
 - 3.4.4 be fully minuted by the Supplier with the draft minutes circulated 48 hours after the Performance Review Meeting. The agreed minutes to be circulated with the agenda by the Supplier to all attendees at the relevant meeting and also to the Customer Representative and any other recipients agreed at the relevant meeting.
- 3.5 The minutes of the preceding Month's Performance Review Meeting shall include:
- 3.5.1 the names of those present;
 - 3.5.2 a description of the issues including the business context for any required decisions; and
 - 3.5.3 the proposed actions and agreement (or lack of agreement) of those present.
- 3.6 The Customer's confirmation and approval of the minutes shall not be unreasonably withheld and will normally be confirmed within five (5) Working Days of the draft minutes being submitted to the person who chaired the meeting on behalf of the Customer
- 3.7 The agreed minutes to be circulated with the agenda by the Supplier to all attendees at the relevant meeting and also to the Customer Representative and any other recipients agreed at the relevant meeting.
- 3.8 Minutes shall be agreed and signed by the Supplier Representative and the Customer Representative who attended each meeting.
- 3.9 The Customer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels. The Customer shall prepare and supply a questionnaire to the Supplier (through the Service Desk) for completion by the Supplier and review by the Parties at subsequent Performance Review Meetings.
- 3.10 The Supplier shall provide to the Customer such supporting documentation as the Customer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

- 3.11 The Supplier shall manage the Call Off Contract for Lots 2, 3, 4, 5 and 6 by utilising the Contracting Authorities tiered Supplier Relationship Management (SRM) approach as set out in paragraph 3.12 of this Part B of this Call Off Schedule 6, which provides escalation routes and enables development of the key strategies at senior levels.
- 3.12 The Supplier shall agree the level of engagement and frequency with the Customer within one (1) Month of the Call Off Commencement Date, but as a minimum this shall include the following for Lots 2, 3, 4, 5 and 6:

Frequency	Status	Format	Attendees	Information Required
Monthly	Operational	Meeting or telephone conference	To be agreed at Implementation	Monthly MI Highlight Report
Quarterly	Operational	Meeting	To be agreed at Implementation	Highlight Report Dashboard Continuous Improvement Plan
Bi-annually	Operational / Strategic	Meeting	To be agreed at Implementation	Dashboard, Mid-Year Review and Forecast Report
Annually	Strategic	Meeting	To be agreed at Implementation	Dashboard, End of Year Review and Forecast Report

- 3.13 The Supplier's Contract Manager shall ensure where Service Levels are not being met, that appropriate extra resources are committed promptly and action is taken to resolve any issues to the satisfaction of the Customer which may include a Performance Improvement Plan (PIP).

4. SATISFACTION SURVEYS

- 4.1 In order to assess the level of performance of the Supplier, the Customer may undertake satisfaction surveys in respect of the Supplier's provision of the Goods and/or Services.
- 4.2 The Customer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Goods and/or Services which the responses to the satisfaction surveys reasonably suggest are not in accordance with this Call Off Contract.
- 4.3 All other suggestions for improvements to the provision of Goods and/or Services shall be dealt with as part of the continuous improvement programme pursuant to Clause 18 of the Call Off Terms (Continuous Service Improvement).

ANNEX 1 TO PART B: ADDITIONAL PERFORMANCE MONITORING REQUIREMENTS

NONE