KEY PERFORMANCE INDICATOR (KPI) FRAMEWORK

to be read in conjunction with Schedule 1 Part 2 of the Term Alliance Contract TAC-1

KPI Framework

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PART 1: INTRODUCTION

1. Purpose of the KPIs

In this Term Alliance Contract, Key Performance Indicators ("KPIs") are used for the following purposes:

- to monitor performance of the Term Programme, with a view to both the Client and Provider having data which they will review at Strategic Core Group meetings so that each of them can bring forward suggestions for the improvement of the performance of the Contract and the delivery of the Term Programme;
- to incentivise the Provider's performance, as annual KPI performance is linked to extensions
 of the Term.
- to identify performance below the required performance Targets that will require the Provider to produce an Action Plan; and
- to identify performance that is below the minimum standard that will trigger the Client's rights to shorten the Term or reduce the Term Programme or terminate the Provider's appointment under this Term Alliance Contract.

2. Extensions to the Term

The Provider's annual performance against the KPIs will be used to form the basis for potential extensions of the Term, in the following manner:

- i) The initial Term is for a period of 5 years. Within this initial period, for each year where the Provider's performance meets the required standards as set out in this KPI Framework document, the Provider is entitled to a one-year Extension of the Term, subject always to the Provider achieving the requirement performance standards for each subsequent year of the Term (and including any Extension period). Performance below the expected standard will result in the Provider forfeiting one of the 'banked' Extension periods. There shall be no limits on the number of Extensions that the Provider may accrue, provided that the total Term of this Term Alliance Contract does not exceed ten (10) calendar years.
- ii) The KPI Reviews will take place on or immediately after the first calendar day in January or April or July or October following the first three months of the Commencement Date of this Term Alliance Contract. For example, where the Commencement Date is 31st March, the first KPI Review will take place on 1st July of that calendar year (the **First KPI Review**). Each KPI Review will take place on a quarterly basis following the First KPI Review.
- iii) On or immediately following the first anniversary of the Term, the Strategic Core Group shall assess the performance of the Provider for the previous four quarters in accordance with this KPI Framework document (each an **Annual Review**).
- iv) Each Annual Review must be undertaken no later than six (6) months before the next anniversary of the Term so that the Alliance Members are clear as to whether any Extension to the Term will apply for the following year.

v) Where as the result of any Annual Review the Strategic Core Group identifies that the Provider has not met the required standard for the previous year and there is only one remaining Extension, the Extension will be forfeited and the Term of the Contract will expire at the end of that year unless the Client decides (at its sole and absolute discretion) to award the Extension to the Provider for a further year. No Extension in these circumstances shall be permitted that would extend the Term beyond ten (10) calendar years.

3. Target Standards and MAP Standards

- i) There are a total of 13 KPIs. Most are reported quarterly and some are reported annually. For the purposes of the Annual Reviews, the Provider's performance for each KPI will be reviewed based on its performance over the previous four quarters, in accordance with the formulae set out in this KPI Framework document.
- ii) All KPIs are assessed as follows (and as described in more detail in Part 5 of this KPI Framework document):
 - a. Green is performance at or above the Target,
 - b. Amber is performance above the Minimum Acceptable Performance Standard (MAP Standard) but not at the Target Standard; and
 - c. Red is performance below the Minimum Acceptable Performance (MAP)
- iii) For any KPI Review, the Provider is required to achieve the following standards:
 - a. The Target Standard (Green) must be achieved on the minimum number of KPIs set out in the Summary Table below (depending on the number of KPIs assessed during the relevant KPI Review), and these must include KPIs 3, 5, 6, and 9; and
 - b. Amber scores (achieves the MAP Standard but does not achieve the Target) can be accrued on up to the maximum number of KPIs set out in the Summary Table below but must not exceed this number; and
 - c. No Red scores (less than MAP Standard) must be achieved against any KPI.

iv) Where, as part of any KPI Review, there is no data against a particular KPI, it will be considered 'not applicable'.

Summary Table:

No. of Assessed KPIs	Green (Target Standard)	Amber (MAP Standard achieved but Target Standard not achieved)	Red (less than MAP Standard)
9 or more assessed KPIs	Minimum 9 , but must include KPIs 3,5,6, and 9	Maximum of 3, but not include KPIs 3,5,6, and 9	None
6-8 KPIs assessed	All but 2, and must include KPIs 3,5,6,	Maximum of 2, but not KPIs 3,5,6, and 9	None

	and 9 where assessed	where assessed	
Up to 5 KPIs assessed	All but 1, and must include KPIs 3,5,6, and 9 where assessed	Maximum of 1, but not KPIs 3,5,6, and 9 where assessed	None

PART 2: OPERATIONAL CAPITAL KEY PERFORMANCE INDICATORS

KPI 1	Customer Satisfaction –	overall	
Purpose	To determine the overall level of Customer satisfaction with the Tasks.		
Definition	How satisfied the Customer was with the Tasks and overall Customer service provided by the Provider, as assessed from specific questions in the Customer Satisfaction Questionnaire (the Questionnaire), using a 1 to 10 scale, where 10 means "Totally satisfied", with the figure being expressed as a percentage.		
Method	After each Order the Client will send to the Customer the applicable Questionnaire form at Appendix A. Questionnaires will be issued by text, or post, or by call to an independent officer. The KPI measures the average of the scores for questions 5, 6 & 7 from the Questionnaire at Appendix A from all questionnaires received during the Measurement Period for all Orders for all Workstreams. For monitoring purposes KPI performance is also to be measured cumulatively for all questionnaires received since the Commencement Date or the most recent anniversary of the Commencement Date.		
Targets and Minimum			
Acceptable		Target	MAP
Performance levels	Year 1 & 2	75 %	65 %
	Year 3 and subsequent years	85 %	70 %
	Targets and MAP levels may be revised by agreement between the Client and the Provider.		
Example	At the end of each month, using the example questionnaire (see Appendix A), the average Customer satisfaction with the completed Tasks, as determined from the specified questions in the returned Questionnaires is at 8.7 out of 10. The performance score is therefore 87%. If the MAP is 70% and the Target is 85% therefore the Target has been achieved.		
Measurement Period	Quarterly. Cumulative figures across each year of the Term are also to be provided.		
Reporting interval	Quarterly		
Collection of data	Client		
Data processor	Client		

KPI 2	Major Works – Client Hai	ndover Pass Rate	
Purpose	To determine the proportion of Tasks that pass a Clerk of Tasks handover on the first visit. Aim is to improve productivity and reduce disruption.		
Definition	The % of handover inspections which pass relative to the total number of handover inspections. A handover inspection is required per block in each Task Order.		
Method	Upon completion of Tasks to each block within each Task Order for Major Works, the Provider is to request a Clerk of Works inspection as per Item 14 of the Contract Terms. The Clerk of Works will inspect, note snags and determine if the level and type of snag is minimal enough to pass the inspection and allow the Client to take handover of the Tasks as completed to the required standard. Performance = No. Handover Inspections Passed No. Handover Inspections Carried Out		
Targets and Minimum			
Acceptable Performance levels	Vary 1 9 Vary 2	Target	MAP
	Year 1 & Year 2 Year 3 and subsequent	80 % 90 %	70 % 80 %
	Targets and MAP levels may be revised by agreement between the Client and the Provider.		
Example	In a particular quarter, the Provider completed works to 32 blocks and requested handover inspections on these. The Clerk of Works passed 27 of these inspections on a first visit. 27 / 32 = 84% Therefore, for years 1 & 2 the Target was achieved, but for years 3 onwards only the MAP was achieved.		
Measurement Period	Quarterly Cumulative figures across each year of the Term are also to be provided.		
Reporting interval	Quarterly		
Collection of data	Client		
Data processor	Client		

KPI 3	Time – Major	Works com	pleted in time		
Purpose	To determine the performance of the Provider against their programmes in Major Works.				
Definition	the Task Orde	The proportion between the actual number of Working Days in undertaking the Task Order for the Major Works and the number of Working Days programmed, calculated from the date of commencement to the Task Completion Date for the Task Order for Major Works.			
Targets and Minimum Acceptable	For each Task Order for Major Works ascertain the number of Working Days in undertaking the Order for Major Works, the number of Working Days allocated in the Provider's programme approved by the Client, and the number of Working Days approved under Extension of Time (EOT) applications under clause 9.6 of the Term Alliance Contract where the delay event was outside the Provider's control. Calculated from the commencement on site of each order for Major Works to the end of the Measurement Period. Performance = Actual number of Working Days				
Performance levels	Year 1 & Yea	ar 2	Target 110 %		AP 20 %
	Year 3 and s	ubsequent	105 %	1:	15 %
Example	Within a quarter, there are three Task Orders completed with the following results:				
	Task Order	Programme Working Days	EOT Working Days	Actual Working Days to Complete	Performance
	A	76	0	74	97%
	В	124	10	138	103%
	С	90	0	95	105%
		1		I	I

	The average of the above performance is 102%.
	The Target is achieved.
Measurement Period	Quarterly Cumulative figures across each year of the Term are also to be provided.
Reporting interval	Quarterly
Collection of data	Client & Provider
Data processor	Client

KPI 4	Recalls to Major Works D	efects in the Defe	ects Liability Period
Purpose	To assess the proportion of Task Orders for Major Works where defects are resolved within the required timescales, and to assess the incidence of urgent defects.		
Definition	The proportion of Task Orders for Major Works where the Defects Liability Period (DLP) expired in the last Measurement Period and of which all defects are resolved within contract timescales. In addition, the number of incidents in the last Measurement Period where there was an urgent defect arising.		
Method	Performance = Number of Task Orders, where DLP ended during the previous year, and where all defects resolved within contract timescales		
Targets and Minimum			
Acceptable		Target	MAP
Performance levels	Year 1 & 2	75% / 0	50% / 0
	Year 3 and subsequent years	100% / 0	75% / 0
	There were 3 Task Orders where the DLP ended in the previous year. A defects inspection was carried out and defects were issued. For one Task Order these were not completed in time, but for the other two they were. There were no urgent defects arising during the year. Performance = 2 x 100 = 67% 3 Result is 67% / 0. This achieves the MAP in Year 1&2 but not in year 3 onwards. The Target is not achieved for any year.		
Example	defects inspection was carried Order these were not complete. There were no urgent defect. Performance = 2 x 100 3 Result is 67% / 0. This achievements of the complete of	ed out and defects we ted in time, but for its arising during the = 67% eves the MAP in Yea	rere issued. For one Task the other two they were. year. or 1&2 but not in year 3
	defects inspection was carried Order these were not complete. There were no urgent defect. Performance = 2 x 100 3 Result is 67% / 0. This achie onwards. The Target is not a	ed out and defects we ted in time, but for its arising during the = 67% eves the MAP in Yea	rere issued. For one Task the other two they were. year. or 1&2 but not in year 3
Measurement Period	defects inspection was carried Order these were not complete. There were no urgent defect. Performance = 2 x 100 3 Result is 67% / 0. This achien onwards. The Target is not a Annual	ed out and defects we ted in time, but for its arising during the = 67% eves the MAP in Yea	rere issued. For one Task the other two they were. year. or 1&2 but not in year 3
	defects inspection was carried Order these were not complete. There were no urgent defect. Performance = 2 x 100 3 Result is 67% / 0. This achie onwards. The Target is not a	ed out and defects we ted in time, but for its arising during the = 67% eves the MAP in Yea	rere issued. For one Task the other two they were. year. or 1&2 but not in year 3

KPI 5	Safety - Client Health and	Safety Inspections	S
Purpose	To assess the suitability of the Provider's Health and Safety (H&S) standards, control measures, training, and compliance while Tasks are on site.		
Definition	The proportion of inspections carried out by the Client Resident Safety team within a Measurement Period which pass.		
	OR		
	The average mark of inspect team within a Measurement		e Client Resident Safety
Method			
	No. Inspections Passed	X 100%	
	No Inspections Carried Ou		
	OR		
	Average Result of Inspection	Results within the Me	easurement Period
Targets and Minimum			
Acceptable		Target	MAP
Performance levels	Year 1 & 2	85 %	75 %
	Year 3 and subsequent years	90 %	80 %
Example			
Measurement Period	Quarterly Cumulative figures across each year of the Term are also to be provided.		
Reporting interval	Quarterly		
Collection of data	Client		
Data processor	Client		

KPI 6	Predictability Cost				
Purpose	To measure the cost performance of the Provider against the Task Price for the Task Order				
Definition	Order cost – actual order cost on agreement of the Final Account for the Task Order expressed as a percentage of the original Task Order cost.				
Method	Obtain for the completed Task Order the values of:				
	o The original task pri	ce			
	o The agreed final acc	ount for the task order			
	Calculations:				
	Performance (%) predictabil	ity cost – construction	=		
	Final Account	X 100%			
	X 100% Original Task Price				
	Additional works instructed by the Client which did not form part of the original intended scope of works, may be considered as being outside of this KPI. Example: where in lateral mains testing, a serious fault is discovered in the communal lighting, which, on agreement with the Provider, are instructed by the Client for immediate rectification. Refer to Section 1: General of the Preliminaries document for further detail.				
Targets and Minimum					
Acceptable Performance levels		Target	MAP		
Performance levels	Year 1 & Year 2 105 % 110 % Year 3 and subsequent years 100 % 105 %				
Example					
ехатріе	Task Price for Order = £340,000				
	Final Account = £347,500				
	Calculate the "performance s	scores" using the formulae	e below:		
	£34	7,500			
	Predictability cost =	£340,000	£347,500 Predictability cost = X 100% = +2% - construction £340,000		

	The MAP is achieved for all years, but the Target is only achieved within Year 1 & 2.
Measurement Period	Quarterly Cumulative figures across each year of the Term are also to be provided.
Reporting interval	Quarterly
Collection of data	Client & Provider
Data processor	Client

PART 3: STRATEGIC KEY PERFORMANCE INDICATORS

KPI 7	Early Warning Notices issued						
Purpose	To measure the number of issues giving rise to Early Warning Notices, and the success of the Core Group in resolving these. The number of Early Warning Notices issued by the Client during the quarter						
Definition	The number of Early Warning Notices issued by the Client during the quarter before previous, which have not been resolved within three months, as a proportion of the total number of EWNs issued by the Client during the quarter before previous.						
Method	The number of EWNs issued by the Client in the quarter before the previous is calculated. A review is done to see how many have been resolved within three months of issue. Performance =						
	No. of relevant EWNs Resolv No. of relevant EWNs Issued	x 100					
Targets and Minimum							
Acceptable		Target	MAP				
Performance levels	Year 1 & 2	75%	50%				
	Year 3 and subsequent years Targets and MAP levels may Provider	100 % be revised by agreement b	75% Detween the Client and				
Example	In completing the KPI for Q2 Q1 2018 is calculated as 7. It these showed that 4 had been the EWN. Performance = 6 EWNs resolved	Relevant Core Group Minut	es were reviewed and				
	This meets the MAP in all cont 2.	ract years, but only achieve	s the Target in Year 1 &				
Measurement Period	Quarterly Cumulative figures across ea	ch year of the Term are al	so to be provided.				
Reporting interval	Quarterly						
Collection of data	Client						
Data processor	Client						

KPI 8	Safety – Provider's accide	nt rate				
Purpose	To measure the number of reportable accidents per 100,000 employees of the Provider and Specialists and sub-contractors who are working for the Provider.					
Definition	Reportable accidents per 100,000 employees per year for the Provider and Specialists and sub-contractors working for the Provider (or the Provider's Accident Incidence Rate or AIR).					
Method	 Obtain from the Provider: the number of reportable accidents from any part of their business or group (including Subcontractor accidents when working for the Provider) during the Measurement Period; and the average total number of employees of the Provider and of Specialists and sub-contractors working for the Provider during the Measurement Period expressed as full time equivalents. 					
	Performance = Provider's number of reportable accidents in the Measurement Period X 100,000					
	Average number of employees (full time equivalents) employed by the Provider and by Specialists and sub-contractors working for the Service Provider during the Measurement Period					
	Reportable accidents are defined in Health & Safety Statistics published by the Health & Safety Commission as fatalities, major injuries and over 7 day injuries to employees, self employed and members of the public.					
	Where Provider calculates its Accident Incidence Rate (AIR), this should be obtained and used instead.					
	Where Provider calculates its Accident Frequency Rate (AFR), this should be obtained and converted to AIR using the methodology described under Methods of Measurement – Safety Handbook contained in the Construction Industry KPI Pack available from the Construction Best Practice Programme.					
Targets and Minimum						
Acceptable Performance levels		TARGET				
ICAGI2	Year 1 & 2	Max 200 per 100,000 as Contractor Performance / No Reportable Accidents on the Projects				
	Year 3 and subsequent years Max 200 per 100,000 as Contractor Performance / No Reportable Accider Projects					
	The MAP is the same as the	target level for this KPI.				

KPI 8	Safety – Service Provider's accident rate (cont'd)
Example	On an annual basis the following company data is obtained from the Provider.
	Number of reportable accidents in the Measurement Period = 1 Average number directly employed in the Measurement Period = 558
	Average number of Specialists and sub-contractors' Staff employed in working for the Provider during the Measurement Period = 72
	Performance (AIR) = 5 X 100,000 = 158 558 + 72
	The TARGET is met for all years.
Measurement Period	Annually – using the latest annual figures available to the Provider
Reporting interval	Annual
Collection of data	Service Provider
Data processor	Service Provider

Social Value						
To ensure that the Provider's commitments to social value, as set out in the Term Brief and the Term Proposals are delivered within the Term.						
		atives delivered by the Provider				
As set out in the	Term Brief and Term Proposal	S.				
	The Provider is expected to deliver on their social value commitments in line with the total expenditure levels on this Term Alliance Contract.					
	Target	МАР				
Year 1 & 2	90% of commitment per £1m	80% of commitment per £1m				
Year 3 and subsequent per £1m per £1m per £1m						
Please refer to the examples.	e Social Value Exchange e-au	ction and website for				
Quarterly Cumulative figure	es across each year of the Ter	m are also to be provided.				
Quarterly						
Provider						
Social Value Partr	ners					
	Term Brief and the The amount of powithin the previous As set out in the The Provider is exwith the total expense Year 1 & 2 Year 1 & 2 Year 3 and subsequent years Please refer to the examples. Quarterly Cumulative figure Quarterly Provider	To ensure that the Provider's commitments to a Term Brief and the Term Proposals are delivered. The amount of points value of social value initivity within the previous quarter. As set out in the Term Brief and Term Proposal. The Provider is expected to deliver on their socy with the total expenditure levels on this Term Asset of the total expenditure levels on the Term Asset of the Term Proposal. Target Year 1 & 2 90% of commitment per £1m Year 3 and subsequent years 100% of commitment per £1m Please refer to the Social Value Exchange e-au examples. Quarterly Cumulative figures across each year of the Term Quarterly Quarterly Quarterly				

KPI 10	ітт соммітмі	ENT - CERTIFICATION ANI	D REPORTING				
	To ensure that the contractor's commitments on Certification and Reporting,						
Purpose		Invitation to Tender submission					
Definition	This KPI will be o	defined by the Service Provide	r's response in the ITT.				
Method	To be proposed by	by the Service Provider in the	ITT.				
Targets and Minimum Acceptable Performance							
levels		TARGET	MAP				
	Year 1 & 2	Minor aspect of commitment not met	More than one minor aspect of commitment not met, but still substantially delivered.				
	Year 3 and subsequent years	All commitments fully met	Minor aspect of commitment not met				
Example	To be confirmed	on appointment					
Measurement Period	Quarterly Cumulative figure	es across each Contract year a	are also to be provided.				
Reporting interval	Quarterly	•					
Collection of data	Service Provider						
Data processor	Service Provider						

KPI 11	ITT COMMITMENT - SUSTAINABILITY					
Purpose	To ensure that the contractor's commitments on Sustainability, as set out in the Invitation to Tender submission are delivered within the contract term.					
Definition	This KPI will be d	efined by the Service Provider	's response in the ITT.			
Method	To be proposed b	To be proposed by the Service Provider in the ITT.				
Targets and Minimum Acceptable Performance						
levels		TARGET	MAP			
	Year 1 & 2	Minor aspect of commitment not met	More than one minor aspect of commitment not met, but still substantially delivered.			

	Year 3 and subsequent years	All commitments fully met	Minor aspect of commitment not met			
Example	To be confirmed	on appointment				
Measurement Period	Quarterly Cumulative figure	es across each Contract year a	are also to be provided.			
Reporting interval	Quarterly					
Collection of data	Service Provider					
Data processor	Service Provider					

Appendix A - Example Customer Satisfaction Questionnaire for Task Orders of Major Works

To help us improve our service to you, we would be grateful if you could fill in this short questionnaire.

Part A: About the Major Works

1. How satisfied were you with the service provided by the Hackney Council's staff who communicated with you before the work started?										
* Totally dissatisfied				Neither satisfied * nor dissatisfied			Totally satisfied			
1	2	3	4	5	6	7	8	9	10	

Part B: About the Major Works

1

2

3

2. Did Ha clear?	ckney	Council communicat	e the proposed works to yo	u in a way that was sufficiently				
Yes			No					
3. Was a	n appo	ointment made for thi	s work to be carried out?					
Yes		Go to question 4	No	Go to question 5				
4. If yes,	did [N	lame of Contractor] a	rrive when you were told t	hey would?				
Yes			No					
5. How satisfied were you with the finished work?								
* Totall	y dissa	tisfied	Neither satisfied	Totally satisfied				

nor dissatisfied

6

7

8

9

10

5

4

Appendix A - Example Customer Satisfaction Questionnaire for Major Works(Page 2 of 2)

6. How satisfied were you with the communications and Resident Liaison service provided by the [Name of Contractor] during the work?										
* Tota	lly dissatisfi	ied			Neither satisfied nor dissatisfied			Totally satisfied		
1	2	3	4	5	6	7	8	9	10	

7. How satisfied were you that [Name of Contractor]'s staff were polite, courteous, minimised noise and disruption and kept their work areas safe and tidy?										
* Totally dissatisfied Neither satisfied nor dissatisfied					Totally satisfied					
1	2	3	4	5	6	7	8	9	10	

Part C: About the work overall

8. How satisfied were you with the overall service provided by Hackney Council and the [Name of Contractor] both before and during the work?										
* Totally dissatisfied					satisfied satisfied		Totally satisfied			
1	2	3	4	5	6	7	8	9	10	

9. To what extent do you feel that the works have improved your home and building?										
* Sign	ificant Wors	sening		No Improvement				Significant Improvement		
1	2	3	4	5	6	7	8	9	10	

10. Do you have any other comments about the work that was carried out and the service received? (We are especially interested in suggestions of how we can improve our service to you)	you

Thank you for your time and help. Please return the questionnaire in the Freepost envelope provided

IMPORTANT NOTE: Users of this questionnaire should ensure that it is accessible to all their Customers including people who do not have a good understanding of English, people with disabilities and people with special needs. Completed questionnaires should reflect the diversity of the neighbourhood in which the Service Provider operates.