

**SCHEDULE 14**

This is Schedule 14 comprising the Performance Measuring System referred to in the Project Agreement for the PRIME Project

**BETWEEN**

**The Secretary of State for Work and Pensions**

- and -

**The First Secretary of State**

- and -

**Trillium (PRIME) Limited**

- and -

**Trillium (PRIME) Property GP Limited**

**dated 27 March 1998  
as Expanded and Restated on 15 December 2003**

**PART 1**

**Operating Performance Measuring System**

**1. OVERVIEW**

- 1.1 The Performance Measuring System shall operate to generate a Performance Score representing the performance by the PRIME Contractor of its obligations under this Agreement to provide each FM Service in respect of each Facility and to determine the extent to which the PRIME Contractor has earned the full amount of the Facilities Payment.
- 1.2 The Performance Measuring System shall apply to both Facilities and Minor Occupancies. References in this Schedule to "Facilities" shall also include a reference to "Minor Occupancies" and references to "Facilities Payments" shall include a reference to "MOFP Payments".

1.3 [withheld]

**2. PERFORMANCE REPORT**

- 2.1 The PRIME Contractor will submit a Performance Report to the Department's Representative on or before the 18th day of each Contract Month in respect of the last Contract Month's performance.
- 2.2 The Performance Report will contain in summary form in respect of each Facility:
- (a) a record of the data required for the calculation of each Performance Indicator Score (without taking into account any Permitted Waivers) for a limited number of Facilities if requested by DWP with reasonable notice;
  - (b) a record of each FM Service provided (and whether provided by the PRIME Contractor, a Third Party Landlord or any Existing Service Provider);
  - (c) a record of Permitted Waivers in respect of each Performance Indicator Score;
  - (d) reasonable detail of the calculation of each Performance Indicator Score;
  - (e) reasonable detail of the calculation of each Performance Score;
  - (f) a summary report of any occasions on which any Business Square Metres were not Available Business Square Metres and the circumstances which gave rise to that;
  - (g) a calculation of the effect on the Facilities Payment for each Facility of the Performance Score:
    - (i) on the basis of the application of the Performance Score to the Facilities Cost Plan Price Elements; and
    - (ii) the amount actually deducted by the PRIME Contractor from amounts which otherwise would have been payable to Service Providers or the immediate sub-contractors of Service Providers as a result of the performance of the FM Services in respect of that Facility in that Contract Month;
  - (h) a calculation of the effect on the Facilities Payment for that Facility of the number of Available Business Square Metre Days at that Facility in that Contract Month;

- (i) an analysis of service requests received by the Customer Service Centre;
- (j) reasonable detail of the calculations of each Service Performance Incentive Amount and each CSC Performance Incentive Amount; and
- (k) such other information as the PRIME Contractor reasonably determines or DWP may from time to time reasonably require to be included in the Performance Report with regard to the performance by the PRIME Contractor of the FM Services.

**3. PERFORMANCE INDICATORS AND PERFORMANCE SCORES**

- 3.1 The Performance Indicators for each FM Service are those set out in Appendix 1 to this Part 1 and refer to the obligations of the PRIME Contractor set out in the paragraphs of the Service Requirements referred to in the "Service Requirement Reference" column.
- 3.2 The Performance Indicator Score for each Performance Indicator shall be assessed
- (a)
    - (i) in accordance with the method identified in the "scoring basis" column
    - (ii) using the data identified in the "method" column subject to adjustment on account of any Permitted Waiver; and
  - (b) multiplying the percentage score resulting from paragraph (a) by the number of per cent set out in the "PI weight" column and dividing the result by 100 and rounding to the nearest whole number.
- 3.3 The Non LCCE Performance Score for each FM Service for each Facility shall be the sum of the Non LCCE Performance Indicator Scores.
- 3.4 Where LCCE Performance Indicators are shown in respect of an FM Service the LCCE Performance Score shall be the sum of the LCCE Performance Indicator Scores.
- 3.5 The notes referred to following the tables of Performance Indicators in Appendix 1 shall have effect as paragraphs of this Schedule.
- 3.6 In any case where the "method" column in respect of a Performance Indicator refers to a report, or where the "scoring basis" column refers to an activity being scheduled to take place in a Contract Month then the PRIME Contractor shall be obliged to prepare such reports and schedules each Contract Month in accordance with the Service Requirements and Generic Method Statement, or, if no reference is made to such documents therein, in accordance with Good Industry Practice.
- 3.7 The performance of FM Services provided to DWP which are not included in the FUP shall not be included in the "Scoring Basis" for PMS Performance Indicators.
- 3.8 Cleaning Standards shall be measured in accordance with Appendix 4. The format in which cleaning points may be recorded is set out in the template at table 2 of Appendix 4. The conversion of cleaning points to a performance level percentage is set out in table 3 of Appendix 4.
- 4. PAYMENT EARNED**
- 4.1 The parties agree that for the purpose of this Schedule, in addition to the CSC Element to be earned the element of the Facilities Payment for a Contract Month which is available to be earned at a Facility:

- (a) in respect of the delivery of the aspects of an FM Service corresponding to the Non LCCE Performance Indicators shall be the Non LCCE Facilities Cost Plan Price Element for that FM Service in respect of that Facility; and
- (b) in respect of the delivery of the aspects of an FM Service corresponding to the LCCE Performance Indicators shall be the LCCE Facilities Cost Plan Price Element for that FM Service in respect of that Facility.

4.2 Subject to paragraph 4.2A, the amount of the deduction from the Facilities Payment in respect of the delivery of an FM Service at a Facility for a Contract Month if the Performance Score is less than 100 shall be the greater of:

- (a) the percentage of one twelfth of the Facilities Cost Plan Price Element set out in Appendix 3 corresponding to the amount by which the Performance Score for that Service is less than 100%; and
- (b) the amount actually deducted by the PRIME Contractor from amounts which would otherwise have been payable to Service Providers or the immediate sub-contractors of Service Providers as a result of the performance of the FM Services in respect of that Facility in that Contract Month. Provided that the aggregate of all deductions at all Facilities attributable to each of Performance Indicators number 1 and 2 for the Security Service shall not exceed a sum of [withheld] subject to indexation pursuant to Part 1 of Schedule 17 in accordance with the FM Basket Index,

(such amount referred to as the "**Monthly Service Earnings Shortfall**").

4.2A Notwithstanding paragraphs 4.1(a), 4.2(a) and 4.2(b) of this Schedule 14 the PMS Deduction Amount for Overall Building Management Performance Indicator 1 ("**OBM1**") for a Contract Month (the "**Monthly CSC Deduction**") shall be calculated on an aggregate basis for all Facilities in accordance with the following:

- (a) if the Performance Score Indicator OBM1 is less than 100 the amount of the deduction for Performance Indicator OBM1 shall be the percentage of £ [withheld] (the CSC Element) corresponding to the average waiting time as set out in Appendix 1A;
- (b) the CSC Element shall be reduced or increased as the case may be, such that the CSC Element for each Contract Month shall be 30.75% of the aggregate Facilities Cost Plan Price Elements for Overall Building Management for each Facility for such Contract Month;
- (c) the CSC Element shall be indexed in accordance with Part 1 of Schedule 17 using the FM Basket Index.

4.3 The PMS Deduction Amount for each Facility for a Contract Month shall be the sum of:

- (a) the aggregate of the amounts calculated under paragraph 4.2 for each FM Service in respect of that Facility; and
- (b) the aggregate of amounts which the PRIME Contractor is deemed not to have earned pursuant to clause 13.3(b)(iii).

4.4 Notwithstanding paragraph 4.3 the following provisions shall apply:

- (a) no PMS Deduction Amount will be applied in respect of all Facilities provided from Sites which are Former ES Estate Properties or Monthly CSC Deduction will be applied in respect of all the Facilities for the period from the Contract Expansion Date until 31 March 2004;

- (b) on or about 1 April 2005, the PRIME Contractor shall calculate the aggregate Monthly CSC Deductions for all Facilities and the aggregate PMS Deduction Amounts for all such Facilities in respect of each Contract Month from 1 April 2004 until 31 December 2004;
- (c) the aggregate of those amounts referred to in (b) above shall be divided by 9; and
- (d) a reconciliation in respect of the period from the Contract Expansion Date until 31 March 2004 shall be made, and the result of the calculation in paragraph 4.4(c) shall be deemed to be the deductions pursuant to paragraphs 4.2A and 4.3 in respect of each Contract Month and part Contract Month for the period from the Contract Expansion Date until 31 March 2004 in respect of such Facilities, and such reconciliation shall be completed after 1 April 2005 and the deductions included in the next Variable Amount Invoice issued after the reconciliation has been agreed or determined in accordance with Schedule 20 [*Disputes Resolution Procedure*].

4.5 In respect of each Facility, the LCCE Facilities Cost Plan Price Elements for the Building Maintenance, Equipment Maintenance, Catering Facilities & Equipment and Security Facilities & Equipment FM Services shall be calculated at the start of each Contract Year in accordance with this paragraph.

- (a) Following the delivery of the Schedule of Life Cycle Works in accordance with clause 10.7 the aggregate value of the items of Life Cycle Works shown on that schedule for that Facility (as set out in the Three Year Plans) will be calculated separately in respect of each such FM Service.
- (b) The sums calculated under paragraph (a) will be subject to indexation up to the year in question using the FM Basket Index.
- (c) The LCCE Facilities Cost Plan Price Element for each such FM Service will be one twelfth of the sum calculated in accordance with paragraphs (a) and (b).

For the Facilities set out in part 4a of Schedule 17 and Minor Occupancies set out in paragraph 5a of Schedule 17 from the Contract Expansion Date until 31 March 2004, this mechanism shall operate using the Life Cycle Maintenance Plan indexed using the Building Cost Index.

4.6 Non-LCCE Facilities Cost Plan Price Elements will be Indexed Amounts subject to indexation using the FM Basket Index in accordance with Part 1 of Schedule 17.

4.7 If, at any time after the Contract Expansion Date, the Monthly Service Earnings Shortfall for any FM Service delivered at a Facility or a Minor Occupancy exceeds nil (£0) in any Contract Month ("**Contract Month 1**") (i.e. there is an earnings shortfall), but is nil (£0) for the three consecutive Contract Months immediately following Contract Month 1 ("**Recovery Period**") (i.e. if there is no earnings shortfall for three consecutive months), the PRIME Contractor shall be entitled to a performance incentive for the relevant FM Service at the relevant Facility or Minor Occupancy equal to [withheld]% of the Monthly Service Earnings Shortfall deducted for the relevant FM Service at the relevant Facility or Minor Occupancy in Contract Month 1 occurring immediately prior to the Recovery Period ("**Service Performance Incentive Amount**"), such Service Performance Incentive Amount to be due in the Contract Month immediately following the Recovery Period, provided that DWP shall not be obliged to pay the PRIME Contractor any Service Performance Incentive Amount unless the Monthly Service Earnings Shortfall used to calculate the Service Performance Incentive Amount has actually been deducted from a Facilities Payment. To avoid doubt, the PRIME Contractor shall not be entitled to claim any Service Performance Incentive Amount for any period prior to the Contract Expansion Date.

- 4.7A If, at any time after the Contract Expansion Date, the Monthly CSC Deduction in respect of the Performance Score Indicator OBM1 exceeds nil (£0) in any Contract Month ("**Contract Month 1**") (i.e. there is an earnings shortfall), but is nil (£0) for the three consecutive Contract Months immediately following Contract Month 1 ("**CSC Recovery Period**") (i.e. if there is no earnings shortfall for three consecutive months), the PRIME Contractor shall be entitled to a performance incentive in respect of Performance Indicator OBM 1 to [withheld]% of the Monthly CSC Deduction deducted in Contract Month 1 occurring immediately prior to the Recovery Period ("**CSC Performance Incentive Amount**"), such CSC Performance Incentive Amount to be due in the Contract Month immediately following the CSC Recovery Period provided that DWP shall not be obliged to pay the PRIME Contractor any CSC Performance Incentive Amount unless the Monthly CSC Deduction used to calculate the CSC Performance Incentive Amount has actually been deducted from a Facilities Payment. To avoid doubt, the PRIME Contractor shall not be entitled to claim any CSC Performance Incentive Amount for any period prior to the Contract Expansion Date.
- 4.8 If the PRIME Contractor fails to achieve a Monthly Service Earnings Shortfall or Monthly CSC Deduction of nil (£0) for three consecutive Contract Months for any reason whatsoever, the PRIME Contractor shall not be entitled to claim an incentive amount under paragraph 4.7 or 4.7A (as the case may be), and the PRIME Contractor waives any claim it might have against DWP for failing to achieve a Monthly Service Earnings Shortfall or Monthly CSC Deduction of nil (£0) for the three consecutive Contract Months.

## APPENDIX 1

### Performance Indicators

#### KEY PERFORMANCE INDICATORS

These tables in Appendix 1 and 1A set out the Performance Indicators for the FM Services referred to in Schedule 14, Part 1.

All references to non-compliance with Schedules or failure to meet response times exclude non-compliance or failure to the extent that such non-compliance or failure has been the subject of an explicit PMS waiver given by the Department's Representative in the exercise of his unfettered discretion.

Until such time as the Priority Framework has been agreed and implemented in accordance with the provisions of paragraphs (1), (2) and (3) of paragraph A (vi) of Part 2 of Schedule 8 of this Agreement, the PRIME Contractor shall carry out the Operations in accordance with, and the PRIME Contractor's performance shall be measured on, the basis of the response times in place prior to the Contract Expansion Date.

For the avoidance of doubt, paragraph A of Part 2 of Schedule 8 to this Agreement refers to 'priority' Response Times (Priority 1(a) - Priority 5), and these will only apply where there are references to 'relevant Response Times' in Part 2 of Schedule 8 to this Agreement.

**OVERALL BUILDING MANAGEMENT  
Non-LCCE Performance Indicators**

No.	Performance Indicator	Service Requirement Reference	Method	Scoring Basis	Waivers	PI Weight %										
1.	CSC Element - see Appendix 1A															
2.	Completion of Risk Assessments and Corrective Actions	1.6(c) 1.6(f) 1.6(g)	PRIME Contractor report of scheduled risk assessments and corrective actions within risk assessments	Number of risk assessments and corrective actions completed divided by number of risk assessments and corrective actions scheduled for month. (1) and (2)		42.00										
3.	Response Times	A	Customer Service Centre Report stating the number of Events occurring requiring a response and the number of successful responses meeting the relevant Response Times.	<p>(1) Where the number of Available Business Square Metres at a Facility is greater than 500 the percentage score to be multiplied by the PI Weight to give the Performance Indicator Score shall be the number of times when the PRIME Contractor responded within the relevant Response Times expressed as a percentage of the total number of times when an Event occurred requiring a response.</p> <p>(2) Where the number of Available Business Square metres at a Facility is 500 or less the percentage score to be multiplied by the PI Weight to give the Performance Indicator Score shall be as shown below:</p> <table data-bbox="1144 1090 1400 1225"> <tr> <td>0-2 failures</td> <td>100</td> </tr> <tr> <td>3 failures</td> <td>90</td> </tr> <tr> <td>4 failures</td> <td>85</td> </tr> <tr> <td>5 failures</td> <td>65</td> </tr> <tr> <td>6 failures</td> <td>0</td> </tr> </table>	0-2 failures	100	3 failures	90	4 failures	85	5 failures	65	6 failures	0		58.00
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**Notes**

1. It is accepted that where no risk assessment has been carried out there shall be no measurement under this Performance Indicator until the time shown in the schedule of risk assessments referred to in the Generic Method Statement for preparation of the risk assessment for that Facility.
2. The reference to "corrective actions" is to actions identified in a risk assessment as necessary or expedient to eliminate or minimise a perceived risk.

**BUILDING MAINTENANCE****Non-LCCE Performance Indicators**

No.	Performance Indicator	Service Requirement Reference	Method	Scoring Basis	Waivers	PI Weight %
1.	Has the DWP Representative received 5 days notice of disruptions arising from planned maintenance works (excluding emergencies)	2.1(i)	Written notification required. Self-monitoring with PRIME Contractor sign-off.	Any failure results in a Performance Indicator Score of 0%		5.00
2.	Are agreed on-going planned preventative maintenance works being complied with	2.1(e) 2.3(b) 2.4(b) 2.5(b) 2.6(b) 2.7(b) 2.8(b) 2.9(b) 2.10(b) 2.11(a) 2.11(b) 2.12(a) 2.12(b) 2.13(b) 2.14(a) 2.14(b) 14.1	Planned preventative maintenance scheduled maintenance report	Number of works completed divided by total number of works scheduled a month		45.00
3.	Response times	A	Customer Service Centre Report stating the number of Events occurring requiring a response and the number of successful responses meeting the relevant Response Times.	(1) Where the number of Available Business Square Metres at a Facility is greater than 500 the percentage score to be multiplied by the PI Weight to give the Performance Indicator Score shall be the number of times		50.00

No.	Performance Indicator	Service Requirement Reference	Method	Scoring Basis	Waivers	PI Weight %										
				<p>when the PRIME Contractor responded within the relevant Response Times expressed as a percentage of the total number of times when an Event occurred requiring a response.</p> <p>(2) Where the number of Available Business Square metres at a Facility is 500 or less the percentage score to be multiplied by the PI Weight to give the performance Indicator Score shall be:</p> <table data-bbox="1133 718 1523 861"> <tr> <td>0-2 failures</td> <td>100</td> </tr> <tr> <td>3 failures</td> <td>90</td> </tr> <tr> <td>4 failures</td> <td>85</td> </tr> <tr> <td>5 failures</td> <td>65</td> </tr> <tr> <td>6 failures</td> <td>0</td> </tr> </table>	0-2 failures	100	3 failures	90	4 failures	85	5 failures	65	6 failures	0		
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**EQUIPMENT MAINTENANCE**

**Non-LCCE Performance Indicators**

No.	Performance Indicator	Service Requirement Reference	Method	Scoring Basis	Waivers	PI Weight %										
1.	Are electrical and earth test schedules being complied with	3.2(a) 3.2(b) 3.2(d)	PRIME scheduled maintenance report	Number of tests completed divided by total number of tests scheduled in a month		5.00%										
2.	Response times	A	Customer Service Centre Report stating the number of Events occurring requiring a response and the number of successful responses meeting the relevant Response Times.	<p>(1) Where the number of Available Business Square Metres at a Facility is greater than 500 the percentage score to be multiplied by the PI Weight to give the Performance Indicator Score shall be the number of times when the PRIME Contractor responded within the relevant Response Times expressed as a percentage of the total number of times when an Event occurred requiring a response.</p> <p>(2) Where the number of Available Business Square Metres at a Facility is 500 or less the percentage score to be multiplied by the PI Weight to give the Performance Indicator Score shall be:</p> <table border="0" data-bbox="1144 1129 1512 1270"> <tr> <td>0-2 failures</td> <td>100</td> </tr> <tr> <td>3 failures:</td> <td>90</td> </tr> <tr> <td>4 failures:</td> <td>85</td> </tr> <tr> <td>5 failures:</td> <td>65</td> </tr> <tr> <td>6 failures:</td> <td>0</td> </tr> </table>	0-2 failures	100	3 failures:	90	4 failures:	85	5 failures:	65	6 failures:	0		45.00%
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3	Successful completion of free moves: 1-12 staff (and distance) and 13-30 staff (25 miles or less) -	A	Customer Service Centre Report stating the number of Events occurring requiring a response and the number of responses failing to	(1) Where the number of Available Business Square Metres at a Facility is greater than 500 the percentage score to be		50.00										

No.	Performance Indicator	Service Requirement Reference	Method	Scoring Basis	Waivers	PI Weight %										
	excluding emergency and short notice moves - in accordance with the Response Times		meet the relevant Response Times.	<p>multiplied by the PI Weight to give the Performance Indicator Score shall be the number of times when the PRIME Contractor responded within the relevant Response Times expressed as a percentage of the total number of times when an Event occurred requiring a response.</p> <p>(2) Where the number of Available Business Square Metres at a Facility is 500 or less the percentage score to be multiplied by the PI Weight to give the Performance Indicator Score shall be:</p> <table data-bbox="1133 778 1523 917"> <tr> <td>0-2 failures</td> <td>100</td> </tr> <tr> <td>3 failures:</td> <td>90</td> </tr> <tr> <td>4 failures:</td> <td>85</td> </tr> <tr> <td>5 failures:</td> <td>65</td> </tr> <tr> <td>6 failures:</td> <td>0</td> </tr> </table>	0-2 failures	100	3 failures:	90	4 failures:	85	5 failures:	65	6 failures:	0		
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**Notes:**

1. A move checklist will be prepared for each group of staff moved on the same occasion identifying each task to be carried out for the move to be deemed successful.

**ENERGY & UTILITIES MANAGEMENT****Non-LCCE Performance Indicators**

<b>No.</b>	<b>Performance Indicator</b>	<b>Service Requirement Reference</b>	<b>Method</b>	<b>Scoring Basis</b>	<b>Waivers</b>	<b>PI Weight %</b>
1	Have electronic reports of levels of consumption been received to be compared to the baseline and erratic and irregular consumption identified?	4.1(c) 4.1(f)	Report delivered	Any failure results in a Performance Indicator Score of 0%		45.00%
2	Have written reports been provided to DWP within 5 Business Days of request - this PI only to apply if the PRIME Contractor failed to deliver electronic reports in accordance with the above PI No.1, and DWP made a request for the report to be sent in hard copy	4.1(c) 4.1(f)	Report delivered	Any failure results in a Performance Indicator Score of 0%		55.00%
	<b>Total</b>					100.00%

**Notes**

- (1) The format of the report and whether it is to be delivered on an annual quarterly or monthly basis is to be agreed between DWP and the PRIME Contractor. In the event agreement cannot be reached on the format or frequency of the report, the matter will be referred to the Disputes Resolution Procedure.

**LANDSCAPE MAINTENANCE**

**Non-LCCE Performance Indicators**

No.	Performance Indicator	Service Requirement Reference	Method	Scoring Basis	Waivers	PI Weight %										
1	Is the cleaning schedule being complied with in accordance with the Generic Method Statement	5.1(b) 5.1(e)	Service Provider's cleaning schedule report	Number of tasks completed divided by total number of tasks scheduled in a month using weighted method statement	Allowance to be made for adverse weather conditions that prevent compliance, as agreed by the Department's Representative	30.00%										
2	Is the landscaping schedule being complied with in accordance with the Generic Method Statement	5.2(a) 5.2(e)	Service Provider's landscaping schedule report	Number of tasks completed divided by total number of tasks scheduled in a month using weighted method statement	Allowance to be made for adverse weather conditions that prevent compliance, as agreed by the Department's Representative	30.00%										
3	Response times	A	Customer Service Centre Report stating the number of Events occurring requiring a response and the number of successful responses meeting the relevant Response Times.	<p>(1) Where the number of Available Business Square Metres at a Facility is greater than 500 the percentage score to be multiplied by the PI Weight to give the Performance Indicator Score shall be the number of times when the PRIME Contractor responded within the relevant Response Times expressed as a percentage of the total number of times when an Event occurred requiring a response.</p> <p>(2) Where the number of Available Business Square Metres at a Facility is 500 or less the percentage score to be multiplied by the PI Weight to give the Performance Indicator Score shall be:</p> <table border="0" data-bbox="1144 1209 1514 1345"> <tr> <td>0-2 failures</td> <td>100</td> </tr> <tr> <td>3 failures:</td> <td>90</td> </tr> <tr> <td>4 failures:</td> <td>85</td> </tr> <tr> <td>5 failures:</td> <td>65</td> </tr> <tr> <td>6 failures:</td> <td>0</td> </tr> </table>	0-2 failures	100	3 failures:	90	4 failures:	85	5 failures:	65	6 failures:	0		40.00%
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5 failures:	65															
6 failures:	0															

**EXTERNAL CLEANING**

**Non-LCCE Performance Indicators**

No.	Performance Indicator	Service Requirement Reference	Method	Scoring Basis	Waivers	PI Weight %										
1	Is the agreed external cleaning schedule being complied with	6.1(a) 6.1(d) 6.1(e)	Service Provider's report on scheduled external cleaning	Number of tasks completed divided by total number of tasks scheduled in a month		50.00%										
2	Response times	A	Customer Service Centre Report stating the number of Events occurring requiring a response and the number of successful responses meeting the relevant Response Times.	<p>(1) Where the number of Available Business Square Metres at a Facility is greater than 500 the percentage score to be multiplied by the PI Weight to give the Performance Indicator Score shall be the number of times when the PRIME Contractor responded within the relevant Response Times expressed as a percentage of the total number of times when an Event occurred requiring a response.</p> <p>(2) Where the number of Available Business Square Metres at a Facility is 500 or less the percentage score to be multiplied by the PI Weight to give the Performance Indicator Score shall be:</p> <table border="0" data-bbox="1144 1098 1514 1235"> <tr> <td>0-2 failures</td> <td>100</td> </tr> <tr> <td>3 failures:</td> <td>90</td> </tr> <tr> <td>4 failures:</td> <td>85</td> </tr> <tr> <td>5 failures:</td> <td>65</td> </tr> <tr> <td>6 failures:</td> <td>0</td> </tr> </table>	0-2 failures	100	3 failures:	90	4 failures:	85	5 failures:	65	6 failures:	0		50.00%
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**WASTE MANAGEMENT****Non-LCCE Performance Indicators**

No.	Performance Indicator	Service Requirement Reference	Method	Scoring Basis	Waivers	PI Weight %										
2	Is the agreed general waste collection schedule being complied with	7.1(a) 7.1(b) 7.1(d) 7.1(e)	Service Provider's report on schedule waste collection	Number of Collections completed divided by total number of collections scheduled in a month		33.00%										
3	Is the agreed confidential waste collection schedule being complied with	7.2(a)	Service Provider's report on scheduled waste collection	Number of Collections completed divided by total number of collections scheduled in a month		23.00%										
4	Response times	A	Customer Service Centre Report stating the number of Events occurring requiring a response and the number of successful responses meeting the relevant Response Times.	<p>(1) Where the number of Available Business Square Metres at a Facility is greater than 500 the percentage score to be multiplied by the PI Weight to give the Performance Indicator Score shall be the number of times when the PRIME Contractor responded within the relevant Response Times expressed as a percentage of the total number of times when an Event occurred requiring a response.</p> <p>(2) Where the number of Available Business Square Metres at a Facility is 500 or less the percentage score to be multiplied by the PI Weight to give the Performance Indicator Score shall be:</p> <table style="margin-left: 20px;"> <tr> <td>0-2 failures</td> <td>100</td> </tr> <tr> <td>3 failures:</td> <td>90</td> </tr> <tr> <td>4 failures:</td> <td>85</td> </tr> <tr> <td>5 failures:</td> <td>65</td> </tr> <tr> <td>6 failures:</td> <td>0</td> </tr> </table>	0-2 failures	100	3 failures:	90	4 failures:	85	5 failures:	65	6 failures:	0		44.00%
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## CATERING FACILITIES & EQUIPMENT

### Non-LCCE Performance Indicators<sup>1</sup>

No.	Performance Indicator	Service Requirement Reference	Method	Scoring Basis	Waivers	PI Weight %										
1	Is the agreed deep cleaning schedule being complied with	8.1(c)	Service Provider's report on scheduled deep cleaning	Number of tasks completed divided by Total number of tasks scheduled in a month		40.00%										
2	Are agreed on-going planned preventative maintenance schedules being complied with	8.1(a)	Planned preventative maintenance scheduled maintenance report	Number of Works completed divided by Total number of works scheduled in a month		40.00%										
3	Response times	A	Customer Service Centre Report stating the number of Events occurring requiring a response and the number of successful responses meeting the relevant Response Times.	<p>(1) Where the number of Available Business Square Metres at a Facility is greater than 500 the percentage score to be multiplied by the PI Weight to give the Performance Indicator Score shall be the number of times when the PRIME Contractor responded within the response times expressed as a percentage of the total number of times when a response time was set.</p> <p>(2) Where the number of Available Business Square Metres at a Facility is 500 or less the percentage score to be multiplied by the PI Weight to give the Performance Indicator Score shall be:</p> <table style="margin-left: 20px;"> <tr> <td>0-2 failures</td> <td>100</td> </tr> <tr> <td>3 failures:</td> <td>90</td> </tr> <tr> <td>4 failures:</td> <td>85</td> </tr> <tr> <td>5 failures:</td> <td>65</td> </tr> <tr> <td>6 failures:</td> <td>0</td> </tr> </table>	0-2 failures	100	3 failures:	90	4 failures:	85	5 failures:	65	6 failures:	0		20.00%
0-2 failures	100															
3 failures:	90															
4 failures:	85															
5 failures:	65															
6 failures:	0															

**Notes:**

1. The PMS applies in respect of the catering services FM Service only to those Facilities where there is a restaurant or canteen. Where catering is provided to Facilities without a restaurant or canteen, the PRIME Contractor shall provide to DWP for each such Facility a schedule of measures to ensure such service is provided in accordance with the Service Requirements. Such schedules shall be in a form reasonably satisfactory to DWP.

## SECURITY FACILITIES &amp; EQUIPMENT

No.	Performance Indicator	Service Requirement Reference	Method	Scoring Basis	Waivers	PI Weight %										
1	Are agreed on-going PRIME schedules being complied with	9.1(a) 9.1(b)	PRIME scheduled maintenance report	Number of Works completed divided by Total number of works scheduled in a month		60.00%										
2	Response times	A	Customer Service Centre Report stating the number of Events occurring requiring a response and the number of successful responses meeting the relevant Response Times.	<p>(1) Where the number of Available Business Square Metres at a Facility is greater than 500 the percentage score to be multiplied by the PI Weight to give the Performance Indicator Score shall be the number of times when the PRIME Contractor responded within the relevant Response Times expressed as a percentage of the total number of times when an Event occurred requiring a response.</p> <p>(2) Where the number of Available Business Square Metres at a Facility is 500 or less the percentage score to be multiplied by the PI Weight to give the Performance Indicator Score shall be:</p> <table data-bbox="1144 1011 1514 1150"> <tr> <td>0-2 failures</td> <td>100</td> </tr> <tr> <td>3 failures:</td> <td>90</td> </tr> <tr> <td>4 failures:</td> <td>85</td> </tr> <tr> <td>5 failures:</td> <td>65</td> </tr> <tr> <td>6 failures:</td> <td>0</td> </tr> </table>	0-2 failures	100	3 failures:	90	4 failures:	85	5 failures:	65	6 failures:	0		40.00%
0-2 failures	100															
3 failures:	90															
4 failures:	85															
5 failures:	65															
6 failures:	0															
AGGREGATED SCORE																

**INTERNAL CLEANING <sup>1</sup>****Non-LCCE Performance Indicators**

<b>No.</b>	<b>Performance Indicator</b>	<b>Service Requirement Reference</b>	<b>Method</b>	<b>Scoring Basis</b>	<b>Waivers</b>	<b>PI Weight %</b>
1	Has the DWP Representative received 5 days notice of disruptions arising from periodic cleaning tasks (ie those undertaken at periods of one month or more), excluding emergencies and unforeseen tasks	10.1(h)	Written notification required. Self-monitoring with PRIME Contractor sign-off. Subject to DWP audit	Any failure results in Performance Indicator Score of 0%		2.00%
2	Are Cleaning Standards in public areas satisfactory	10.1(a) 10.1(b) 10.1(c) 10.3(a)	Monthly measurement of Cleaning Standards	number of aspects at satisfactory Cleaning Standards		15.00%
3	Are Cleaning Standards in office areas satisfactory	10.1(a) 10.1(b) 10.1(c) 10.3(a)	Monthly measurement of Cleaning Standards	number of aspects at satisfactory Cleaning Standards		10.00%
4	Are Cleaning Standards in common areas satisfactory	10.1(a) 10.1(b) 10.1(c) 10.3(a)	Monthly measurement of Cleaning Standards	number of aspects at satisfactory Cleaning Standards		10.00%
5	Are Cleaning Standards in hygiene areas satisfactory	10.1(a) 10.1(b) 10.1(c) 10.2(c) 10.2(d) 10.3(a)	Monthly measurement of Cleaning Standards	number of aspects at satisfactory Cleaning Standards		15.00%
6	Are Cleaning Standards in catering areas satisfactory	10.1(a) 10.1(b) 10.1(c)	Monthly measurement of Cleaning Standards	number of aspects at satisfactory Cleaning Standards		8.00%

No.	Performance Indicator	Service Requirement Reference	Method	Scoring Basis	Waivers	PI Weight %										
		10.3(a)														
8	Response times	A	Customer Service Centre Report stating the number of Events occurring requiring a response and the number of successful responses meeting the relevant Response Times.	<p>(1) Where the number of Available Business Square Metres at a Facility is greater than 500 the percentage score to be multiplied by the PI Weight to give the Performance Indicator Score shall be the number of times when the PRIME Contractor responded within the relevant Response Times expressed as a percentage of the total number of times when an Event occurred requiring a response.</p> <p>(2) Where the number of Available Business Square Metres at a Facility is 500 or less the percentage score to be multiplied by the PI Weight to give the Performance Indicator Score shall be:</p> <table style="margin-left: 20px;"> <tr> <td>0-2 failures</td> <td>100</td> </tr> <tr> <td>3 failures:</td> <td>90</td> </tr> <tr> <td>4 failures:</td> <td>85</td> </tr> <tr> <td>5 failures:</td> <td>65</td> </tr> <tr> <td>6 failures:</td> <td>0</td> </tr> </table>	0-2 failures	100	3 failures:	90	4 failures:	85	5 failures:	65	6 failures:	0		40.00%
0-2 failures	100															
3 failures:	90															
4 failures:	85															
5 failures:	65															
6 failures:	0															
AGGREGATED SCORE																

#### Notes

- Cleaning Standards shall be measured in accordance with Appendix 4 of Part 1 of Schedule 14

## CATERING SERVICES

## Non-LCCE Performance Indicators

No.	Performance Indicator	Service Requirement Reference	Method	Scoring Basis	Waivers	PI Weight %
1	Are the range of services provided during the opening hours as specified in the Generic Method Statement	11.1(a) 11.1(d) 11.1(g) 11.1(i) 11.1(j)	Service Provider's report	Number of hours of service provided to schedule divided by total number of hours scheduled per month		40.00%
2	Is the choice at restaurants trolleys, vending machines and shops in line with agreed menus	11.1(c) 11.1(f) 11.1(h)	Service Provider's report	Number of Items provided to menu divided by number of items on menu (1)		30.00%
3	Are Health and Safety records and an audit trail being maintained	11.1(x)	Service Provider's report	Any failure results in Performance Indicator Score of 0%		10.00%
4	Response times	A	Customer Service Centre Report stating the number of Events occurring requiring a response and the number of successful responses meeting the response times	(1) Where the number of Available Business Square Metres at a Facility is greater than 500 the percentage score to be multiplied by the PI Weight to give the Performance Indicator Score shall be the number of times when the PRIME Contractor responded within the relevant Response Times expressed as a percentage of the total number of times when an Event occurred requiring a response. (2) Where the number of Available Business Square Metres at a Facility is 500 or less the percentage score to be multiplied by the PI Weight to give the Performance Indicator Score shall be:  0-2 failures                      100 3 failures:                         90		20.00%

No.	Performance Indicator	Service Requirement Reference	Method	Scoring Basis	Waivers	PI Weight %
				4 failures: 85 5 failures: 65 6 failures: 0		

**Notes:**

1. Menus to be agreed on a Site by Site basis

**PORTERAGE****Non-LCCE Performance Indicators**

No.	Performance Indicator	Service Requirement Reference	Method	Scoring Basis	Waivers	PI Weight %
1	Have deliveries received at the site been distributed within the site in 1 working day	12.1(a)	Service Provider's Receipt and Delivery Log (1)	Number distributed within 1 day divided by total deliveries per month	Excludes deliveries which cannot be effected because recipient not available	67%
2	Have transfers of equipment etc within the site been effected within 3 working days	A	Customer Service Centre Report stating the number of Events occurring requiring a response and the number of successful responses meeting the response times.	Number of transfers within 3 days divided by total number scheduled for month		33%

**Notes:**

1. The PRIME contractor shall be obliged to maintain an up to date contemporaneous Delivery Log in sufficient detail to enable these Performance Indicators to be measured.

## SECURITY SERVICE

No.	Performance Indicator	Service Requirement Reference	Method	Scoring Basis	Waivers	PI Weight %
1	Are unauthorised personnel on site in office areas other than caller areas, in working hours	13.1(d) 13.1(f)	Service Provider, PRIME Contractor or DWP report	Any failure results in a Performance Indicator Score of 0%	See waivers referred to in note 1	8.00%
2	Is equipment being removed from site	13.1(h)	Service Provider, PRIME Contractor or DWP report	Reports of more than 3 incidents results in Performance Indicator Score of 0%	See waivers referred to in note 2	5.00%
4	Is there a record of visitors on the site	13.1(p) 13.1(t) 13.2(a)	Service Provider's records maintained in accordance with Service Requirements	Any failure results in a Performance Indicator Score of 0%		5.00%
5	Is security being provided for the requisite number of hours to shift pattern	13.1(b) 13.1(c) 13.1(m)	Service Provider manpower report	Number of hours provided to shift divided by total number of hours scheduled for month		35.00%
6	Is a safe environment being provided in the public area	see Annex A		The percentage score to be multiplied by the PI Weight		32.00%
7	Response times	A	Customer Service Centre Report stating the number of Events occurring requiring a response and the number of successful responses meeting the relevant Response Times.	(1) Where the number of Available Business Square Metres at a Facility is greater than 500 the percentage score to be multiplied by the PI Weight to give the Performance Indicator Score shall be the number of times when the PRIME Contractor responded within the relevant Response Times expressed as a percentage of the total number of times when an Event occurred requiring a response.  (2) Where the number of Available Business Square Metres at a Facility is 500 or less the percentage score to be multiplied by the PI Weight to give the Performance Indicator Score shall be:		15.00%

No.	Performance Indicator	Service Requirement Reference	Method	Scoring Basis	Waivers	PI Weight %
				0-2 failures: 100 3 failures: 90 4 failures: 85 5 failures: 65 6 failures: 0		

### Notes

1.
  - (a) Excludes those incidents where the PRIME Contractor has previously highlighted security issues to the Department's Representative, undertaken a specialist threat assessment and, the Department's Representative agrees that the PRIME Contractor has undertaken the recommended steps to reduce the vulnerability of the building to attempted theft and break in.
  - (b) Excludes intrusions outside buildings occupied by DWP staff (eg car parks) where it is agreed as unreasonable by both the PRIME Contractor and DWP to provide perimeter security.
  - (c) Excludes intrusions which the Department's Representative agrees are not a threat to DWP staff or to public property.
  - (d) Excludes forced entry where there is a life threatening risk to security or other contractor staff.
  - (e) Excludes intrusions outside Normal Working Hours where security patrols have been conducted to the schedule of patrols agreed by Department's Representative, and which accord to the recommendations within the threat assessment if approved by DWP.
  - (f) Unresolved issues may be referred to the Dispute Resolution Procedure.
2. Waivers for removal of Equipment:
  - (a) Excludes where the PRIME Contractor has taken all reasonable measures to prevent theft by DWP staff if approved by the Department's Representative.
  - (b) Excludes those incidents where the PRIME Contractor has previously highlighted security issues to the Department's Representative, undertaken a specialist threat assessment and, the Department's Representative agrees that the PRIME Contractor has undertaken the recommended steps to reduce the vulnerability of the building to attempted theft and break in.
  - (c) Excludes the removal of equipment from other than working accommodation occupied by DWP staff (eg car parks) where it is agreed as unreasonable by both the PRIME Contractor and DWP to provide perimeter security.

- (d) Excludes theft occasioned by forcible entry outside Normal Working Hours where security patrols have been conducted to the schedule of patrols agreed by the Department's Representative, and which accord to the recommendations within the threat assessment if approved by the Department's Representative.
- 3. The PRIME Contractor will maintain an up to date log recording the security checks and patrols carried out to comply with these Service Requirements and provide monthly reports in sufficient detail to enable these Performance Indicators to be measured.

### Life Cycle Capital Expenditure

No.	Performance Indicator	Service Requirement Reference	Method	Scoring Basis	Total Events (A)	PI Weight % (D)
1	Has the DWP Representative received 5 days notice of disruptions arising from LCCE works (excluding emergencies)	2.1(i)	Written notification required. Self-monitoring with PRIME Contractor sign-off.	Any failure results in a Performance Indicator score of 0%		5.00%
2	Are Life Cycle Works performed at the time fixed in accordance with Clause 10	2.1 c) 2.1 d) 2.1 e) 2.1 f) 2.1 h) 2.3(b) 2.4(b) 2.5(b) 2.6(b) 2.7(b) 2.8(b) 2.9(b) 2.10(b) 2.11(a)(b) 2.12(a)(b) 2.13(b) 2.14(a)(b) 3.1(b) 8.1(a) 9.1(a)	PRIME Contractor report of compliance with remedial notices (1)	Number of works covered by remedial notices which were completed during the month for completion divided by the number of works covered by remedial notices which should have been completed during the month.		95.00%
AGGREGATED SCORE						100.00%

**Note:**

- The PRIME Contractor is required to issue remedial notices to its Services Providers and/or their sub-contractors forthwith if Life Cycle Works are not performed within 20 Business Days of the last day of the Contract Month on which they were due for completion in accordance with this Agreement. The remedial notices will require the work to be completed by the end of the following month. If the PRIME Contractor does not issue a remedial notice within the relevant time, it shall be deemed to have been issued.

**ANNEX A**

**SECURITY SERVICE: IS A SAFE ENVIRONMENT BEING PROVIDED IN THE PUBLIC AREA?**

<b>AREA/RATINGS</b>	<b>0</b>	<b>1</b>	<b>2</b>
Is there evidence that the antisocial policies (for example: no drinking/smoking/dogs etc) are being adhered to	There is no evidence of failure to deal with antisocial behaviour within the public area.	There is evidence of one failure to deal with antisocial behaviour.	There is evidence that antisocial behaviour has not been dealt with within the public area on two or more occasions
Is assistance being provided where appropriate to manage conflict and help prevent escalation of difficult situations within the public areas	The Security Officer always assists in managing conflict within the public area.	There has been one instance of the security officer not assisting in managing conflict within the public area	The security officer has not provided assistance in managing conflict within the public area on two or more occasions
Is assistance being provided in directing members of the public and in the issue of leaflets and other relevant material to members of the public as required?	The security officer always assists in directing members of the public and in the issue of leaflets to the public as required.	There has been one instance of the security officer not assisting in directing members of the public and in the issue of leaflets to the public.	The security officer has not assisted in directing members of the public and in the issue of leaflets to the public on two or more occasions.
Is there evidence that checks are being carried out to ensure that dangerous objects eg syringes are identified, isolated (where possible) and reported	There is no evidence of dangerous items in public areas not being identified, isolated (where possible) and reported to the CSC.	There has been one instance of dangerous items in public areas not being identified, isolated (where possible) and reported to the CSC.	Dangerous item in public areas have not been identified, isolated (where possible) and reported to the CSC on two or more occasions.
Is the security officer attired in a manner relevant and commensurate with requirements of the site	The security officer is always suitably attired.	There has been one case when the security officer has not been suitably attired.	The security officer is has not been suitably attired on two or more occasions.
<b>Total scores</b>	<b>0</b>	<b>1-5</b>	<b>2-10</b>

Performance scores will then be applied using the following scale for the purposes of the Performance Measurement System:

Points	Score
0	100
1	100
2	95
3	90
4	85
5	75
6	65
7	50
8	35
9	20
10	0

**APPENDIX 1A (SIX DOUBLE RINGS)**

**Performance Indicators- CSC Element**

**OVERALL BUILDING MANAGEMENT  
Non-LCCE Performance Indicators**

No.	Performance Indicator	Service Requirement Reference	Method	Scoring Basis		
1A.	Customer Service Centre continuously available from 7.00 am to 7.00 pm	1.2(a) 1.2(b) 1.2(c)	The data contained in the output from the call logger forming part of the Customer Service Centre (1)	<p>The Scoring Basis will be based on average waiting times.</p> <p>The replacement P1 OBM 1 will operate from 1 July 1998 in terms of payment deductions being applied. However, the payment deductions which would have occurred under the original P1 OBM 1 from 1 July 1998 to 31 October 1998 will be taken into account in determining the "Aggregate Deduction" used in calculating the Basic Percentage for the second Contract Year in accordance with Schedule 17 to this Agreement.</p> <p>The provisions of this Appendix 1A shall apply from April 1999. The Performance Indicator referred to in this Appendix 1A shall be referred to as <b>OBM1A</b>. From and after April 1999, the average waiting time which will equal a 100% performance score shall be 30 seconds and the relationship between performance scores and payment deductions is as set out in this Agreement. The relationship between the average waiting time, performance score and payment deduction percentages is set out in the table below:</p>		
				<b>Average waiting time</b>	<b>Score</b>	<b>Payment deduction</b>
				30 seconds	100%	0%
				31 seconds	99%	1.5%
				32 seconds	98%	3%
				33 seconds	97%	4.5%
				34 seconds	96%	6%
				35 seconds	95%	7.5%
				36 seconds	94%	9%
				37 seconds	93%	10.5%
				38 seconds	92%	12%
				39 seconds	91%	13.5%
				40 seconds	90%	15%

No.	Performance Indicator	Service Requirement Reference	Method	Scoring Basis		
				41 seconds	89%	17%
				42 seconds	88%	19%
				43 seconds	87%	21%
				44 seconds	86%	23%
				45 seconds	85%	25%
				46 seconds	84%	27%
				47 seconds	83%	29%
				48 seconds	82%	31%
				49 seconds	81%	33%
				50 seconds	80%	35%
				51 seconds	79%	37.5%
				52 seconds	78%	40%
				53 seconds	77%	42.5%
				54 seconds	76%	45%
				55 seconds	75%	47.5%
				56 seconds	74%	50%
				57 seconds	73%	52.5%
				58 seconds	72%	55%
				59 seconds	71%	57.5%
				60 seconds	70%	60%
				61 seconds	69%	62%
				62 seconds	68%	64%
				63 seconds	67%	66%
				64 seconds	66%	68%
				65 seconds	65%	70%
				66 seconds	64%	72%
				67 seconds	63%	74%
				68 seconds	62%	76%
				69 seconds	61%	78%
				70 seconds	60%	80%
				71 seconds	59%	82%
				72 seconds	58%	84%
				73 seconds	57%	86%
				74 seconds	56%	88%
				75 seconds	55%	90%
				76 seconds	54%	92%
				77 seconds	53%	94%
				78 seconds	52%	96%
				79 seconds	51%	98%
				80 seconds	50%	100%

No.	Performance Indicator	Service Requirement Reference	Method	Scoring Basis			
				It is acknowledged that for the months set out below, the average waiting times equalling a 100% performance score, the actual average waiting times and the applicable payment deductions for each month from July 1998 to March 1999 were as follows:			
				Month	Average Waiting Time (Seconds)	Actual Average Waiting Time (Seconds)	Payment Deduction
				July 1998	50	57	7%
				August	47	37	0%
				Sept	45	32	0%
				October	43	36	0%
				November	41	27	0%
				December	39	11	0%
				Jan 1999	37	17	0%
				February	35	13	0%
				March	33	14	0%

**Notes**

- The PRIME Contractor shall be obliged to maintain call logging equipment as part of the Customer Service Centre capable of accurately reporting data to enable this Performance Indicator (OBM1A) to be operated. As the PRIME Contractor is unable to measure this OBM1A on a Site by Site basis, it will be monitored and scored on a national basis. Any payment deductions will be made across all Sites. Once the technology becomes available this OBM1A will be monitored and scored on a Site by Site basis.

**APPENDIX 2**

[withheld]