

Schedule 8A Contractor Performance Management

1 Meeting Procedures

1.1 Operations Meetings

- 1.1.1 The Contractor will attend and contribute to operations meetings with the Customer, for the term of the Contract.
- 1.1.2 The purpose of the operation meetings is to report, review and monitor the Services provided and Contractor performance on the basis of Key Performance Indicators (KPI) in Schedule 12 of this Agreement.
- 1.1.3 The aim of the Operations Meetings is to facilitate better management of the Contract, focusing on the operational context.

1.1.4 Meeting Particulars

Frequency	Quarterly
Location	Customer's Site
Day	To be determined
Time	To be determined
Chair	Customer
Issues and actions list	Contractor to maintain.
Minutes	Customer

1.1.5 Key Personnel Attendance

- 1.3.1 Before the first operations meeting, the Contractor will nominate at least two key personnel for attendance, at least one who will attend and one as a standby.
- 1.3.2 The key personnel nominated must be employees of the Contractor who are authorised to make decisions and take actions relevant to the operational aspects of the Contract. They must have detailed knowledge of the operations and the Services provided.
- 1.3.3 The Customer may reject a nomination for any reason or for no reason and the Contractor will nominate another key personnel in replacement. The Customer may exercise this right at any time during the term of the Contract.
- 1.3.4 The key personnel must actively and constructively participate in the operations meeting.

1.2 Agenda

- 1.4.1 The standard agenda for each meeting is:
- (a) Tabling and acceptance of minutes of previous meeting
 - (b) Tabling and review of the operations report
 - (c) Customer's comments/discussion
 - (d) Review of- issues / actions list
- 1.4.2 The Customer may vary the agenda or meeting times for a meeting at any time with reasonable prior notice.

2 Reporting Procedures

2.1 General

- 2.1.1 The Contractor will be required to comply with the Customer's process and procedures for validating actual Service delivery under the Contract for all the services provided by it and in particular, the reconciliation for alarm responses and alarm monitoring.
- 2.1.2 The Contractor will provide to the Customer at the scheduled operational meetings a Quarterly Report that includes the information set out below. A copy of this Quarterly Report should also be provided to the Principal.

2.2 Report Summary:

- 2.2.1 A short report, in narrative form, that provides an overall summary of the status, performance and effectiveness of the Services in the context of the previous three (3) months. Further, it will provide commentary on areas of concern and achievements.
- 2.2.2 The contents of the report will be based on information obtained routinely by the Contractor via periodic inspection, monitoring, employee meetings, communication and other appropriate sources.
- 2.2.3 Operational problems, industrial relations aspects, OH&S issues, the Customer's inspection faults and Customer's complaints will be highlighted and the corrective action taken to remedy the position reported.

2.3 Contract Management:

- 2.3.1 A report covering the Contractor's contract management for the previous three (3) months in the following detail:
1. Staff (employees):
 - (a) changes in Security Staff employed on the Contract
 - (b) changes in other staff employed on the Contract
 2. Sub-Contractors:
 - (a) table showing the name of the sub contractor providing security services to each of the areas in the contract site.
 - (b) prior advice of any proposed changes.
 3. Industrial Relations:
 - (a) comment on any possible industrial action
 - (b) number of hours lost due to industrial action for the period and cumulative to date.
 4. OH&S
 - (a) number of hours lost due to work injury for the period and cumulative to date
 - (b) number of work accidents reported for the period and cumulative to date
 5. Complaints
 - (a) number of Customer complaints (verbal or written) for the period and
 - (b) unanswered or unresolved complaints, comment on the issue and reason why outstanding.
 6. Financials:
 - (a) Variations in scope of work including \$ value and description (list separately) where applicable
 - (b) Current/revised contract price (including price variation where applicable)
 - (c) Whether any valuations are in dispute and if so a comment on the issue
 7. Contract payments:
 - (a) a list of monthly invoiced amounts shown against corresponding payments received.
 - (b) outstanding invoiced amounts
 - (c) disputed invoiced amounts and a comment as to what is in dispute.
 - (d) a copy of the most recent invoice claimed for payment under the Contract.

8. Licences and Insurances:

- (a) Licences: Details of each class of Security Licence held, including the names in which they are held and period of the licence.
- (b) Insurances: The following details for Public Liability, Workers Compensation, Professional Indemnity Insurance, Motor Vehicle Insurance - Name of Insurance Co, policy number, value insurance and the period insured.

10. Payment of wages and compliance with the Award:

- (a) Attached Statutory Declarations for the previous reporting period for the Contractor and for each sub-contractor. (if requested)

11. Security of sub-contract payments:

- (a) Statement of compliance from the Contractor that it has paid all monies due to each sub contractor for work performed under the Contract for the previous week.
- (b) Statement of invoiced amounts by sub contractors not paid and in dispute and a commentary on the issue in dispute.

2.3.2 Operations:

1. Key personnel summary

The Contractor will provide details of any changes in staffing level and associated issues.

2. The Contractor will provide the reports on operation of the contract as set in Schedule 8B of Part D. The reports are to be filled in on Monthly basis and submitted to the Customer and the Principal on Quarterly basis, a week before the Quarterly Meetings. The Reports are:

- Contractor's self evaluation Report
- Time Management
- Environmental Management
- Accuracy, Timeliness and Quality of the Reports
- Prevention of the Security Breaches
- Complaints and Complaint Management
- Contract Administration
- Occupational Health and safety

Schedule 8B Contractor Performance Agreement

1 PROVISION OF SERVICES

1.1.1 The Contractor will carry out the services as to:

- Comply with the specifications of the services in accordance with the terms and conditions of the contract.
- Achieve the service performance benchmarks (the “Service Levels”) set out in this schedule.

1.1.2 The Contractor shall use all reasonable care, skill and diligence in the provision of the products and services.

1.2 CONTRACTOR PERFORMANCE

1.2.1 It is the intention of the State Contracts Control Board (“the Board”) and the Contractor that the Agreement be a mutually beneficial arrangement.

1.2.2. The Contractor acknowledges that service performance in accordance with the set service levels is of prime benefit to the NSW Government.

1.2.3 The Contractor will participate in six monthly meetings (or at other scheduled times as required) with State Procurement on behalf of the Board to review the Contractor’s performance in meeting the Service levels.

1.3 ACCOUNT MANAGEMENT

1.3.1 The Contractor will allocate personnel with sufficient authority and experience to liaise with State Procurement on a regular basis for the purposes of:

- Ascertaining the Government’s business needs and service requirements;
- Resolving Service Level difficulties
- Ensuring the effective and timely administration of the Agreement.

1.4 GENERAL

1.4.1 This Performance Agreement will be effective from date of agreement by both parties. The purpose of this Agreement is to clearly define the areas of performance that will be monitored by State Procurement, together with the expected service levels.

1.4.2 No modifications or amendments to the Performance Agreement or any waiver of any terms or conditions herein shall be effective, unless agreed in writing and signed by both parties.

1.4.4 The Performance Agreement is subject to arbitration/mediation procedures for the resolution of disputes in accordance with the provisions of Clause 15 of the Deed of Agreement.

1.4.5 Neither party shall be liable for failure to fulfil its obligations when such failure is due to reasons beyond its reasonable control.

1.5 SERVICE PERFORMANCE BENCHMARKS (SERVICE LEVELS)

1.5.1 The service levels to be measured as part of this Performance Agreement will monitor the key accountabilities set out as Key Performance Indicators (KPI’s) in this schedule.

1.6 FAILURE TO MEET SERVICE LEVELS

1.6.1 In the event of the Contractor's performance not meeting the Service Levels (the "Performance Deficiency"), State Procurement will advise the Contractor in writing of the performance deficiency. The Contractor must effect corrective action within 30 days to rectify the Performance Deficiency.

1.6.2 It will be at the Board's discretion to determine whether a failure to meet a service level warrants immediate action as per Clause 13 of the Deed of Agreement.

1.6.3 If the Contractor is notified and fails to take corrective action in accordance with 1.6.1 above, the Contractor will be deemed to be in breach of the Agreement. State Procurement will then notify the Contractor in writing that the Contractor is in breach of the Agreement.

1.6.4 *If the Contractor is in breach of the Agreement, where such failure is not outside of the Contractor's reasonable control, will be liable to consequences which may include, but not limited to, depending on the severity, termination of the Agreement at the Board's discretion.*

KEY PERFORMANCE INDICATORS

Site:		Name of Site	
Review Period ending:			
Review Meeting Date:			
Criteria	Score	Weighting	Weighted Score
Time Management		13	
Prevention of Security Breaches		10	
Response and Management of Complaints		15	
Accuracy and Completeness and Timely Submission of Reports		15	
Occupational Health & Safety #		10	
Environmental Work Practices		2	
Client Satisfaction		25	
Contract Administration		5	
Contractor Self Assessment		5	
Total/Average		100	75

Notwithstanding the above weighting, poor performance against any of the Criteria is considered unsatisfactory and continued poor performance will be a substantial breach of the contract.

The Principal will convene yearly contract review meetings to discuss overall performance and to discuss the progress of the contracts and common issues. The review meeting will take four hours and will be attended by senior executive and other contract representatives of the Contractor. The review meeting will concentrate on communication, co-ordination, relationships, resolution of issues, contractor performance and client service, and will also set Key Performance Indicator improvement targets for next review period.

Client's Quarterly Survey form (Please complete this survey by ticking the appropriate boxes.)

Contract 1000520 – Provision of Security Guard Services for Whole of Government

Contractor's name: _____ Date: _____

Customer: _____ Site: _____

Site Manager or approved representative: _____ Please complete this survey by ticking the appropriate boxes.
If your answer is 'Don't know or can't remember' it will be taken as 'yes'.

1	Rate your satisfaction with Level of Service. Did Contractor meet your Expectations?	<input type="checkbox"/> Excellent	<input type="checkbox"/> Very Good	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Poor	<input type="checkbox"/> If poor, give comment separately
2	Rate Contractor's Responsiveness to the your needs as a Customer.	<input type="checkbox"/> Excellent	<input type="checkbox"/> Very Good	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Poor	<input type="checkbox"/> If poor, give comment separately
3	Rate the Professionalism and Presentation of Contractor's Staff. E.g. Uniforms and ID	<input type="checkbox"/> Excellent	<input type="checkbox"/> Very Good	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Poor	<input type="checkbox"/> If poor, give comment separately
4	Did Contractor attend to requests within agreed time frames?	<input type="checkbox"/> Excellent	<input type="checkbox"/> Very Good	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Poor	<input type="checkbox"/> If poor, give comment separately
5	Rate the contractors in regards to adherence to site protocols and standards, including OHS&R.	<input type="checkbox"/> Excellent	<input type="checkbox"/> Very Good	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Poor	<input type="checkbox"/> If poor, give comment separately
6	Did contractor react quickly to unforeseen or unexpected events?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know or can't remember	<input type="checkbox"/> If no, why?		
7	Did Contractor meet with you to discuss the Works schedule and status. EG. When work commenced, at completion and to address changes or problems encounter?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know or can't remember	<input type="checkbox"/> If no, why?		
8	Did contractors proactively manage the Environmental issues and have awareness about it.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know or can't remember	<input type="checkbox"/> If no, why?		
9	Complaint Responsiveness. Did Contractors address and resolve complaints to your satisfaction	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know or can't remember	<input type="checkbox"/> If no, why?		
10	Were all reports of the required quality (as set in schedule 11) submitted in a timely manner	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know or can't remember	<input type="checkbox"/> If no, why?		

Details of the person completing this survey:

Name	Signature
Position	Date

Please send this completed survey, with any extra comments you would like to make, to the Department of Commerce

Customer to complete these details on Quarterly basis and send it to Department of Commerce a week before the Quarterly Meeting with the Contractor:

Contractor's Self Evaluation for the Management of the Contract (Please complete this survey by ticking the appropriate boxes.)

Contractor's name: _____ Contract: _____

Contract number: _____

This report covers the period from / / to / /

		10	7	4	2	0
1.	Were the Services carried out within the specified time??	<input type="checkbox"/> 95% of callouts If Below 85%, Comments	<input type="checkbox"/> 85% of callouts	<input type="checkbox"/> 75% of callouts	<input type="checkbox"/> 65% of callouts	<input type="checkbox"/> 55% of callouts
2.	Were all reports of the required quality and submitted in a timely manner	<input type="checkbox"/> 95% of the time If Below 85%, Comments	<input type="checkbox"/> 85% of the time	<input type="checkbox"/> 75% of the time	<input type="checkbox"/> 65% of the time	<input type="checkbox"/> 55% of the time
3.	Was liaison with Client and Customers regarding the scope of program, progress, access and documentation adequate?	<input type="checkbox"/> 95% of the time If Below 85%, Comments	<input type="checkbox"/> 85% of the time	<input type="checkbox"/> 75% of the time	<input type="checkbox"/> 65% of the time	<input type="checkbox"/> 55% of the time
4.	Management of unforeseen or unexpected events.	<input type="checkbox"/> 95% of the time If Below 85%, Comments	<input type="checkbox"/> 85% of the time	<input type="checkbox"/> 75% of the time	<input type="checkbox"/> 65% of the time	<input type="checkbox"/> 55% of the time
5.	Were Non-contract Requests in the interests of the Customer addressed adequately?	<input type="checkbox"/> 95% of the time If Below 85%, Comments	<input type="checkbox"/> 85% of the time	<input type="checkbox"/> 75% of the time	<input type="checkbox"/> 65% of the time	<input type="checkbox"/> 55% of the time
6.	Were OH&S Performance & Practices and audits of the systems meeting the contract requirements?	<input type="checkbox"/> 95% of the time If Below 85%, Comments	<input type="checkbox"/> 85% of the time	<input type="checkbox"/> 75% of the time	<input type="checkbox"/> 65% of the time	<input type="checkbox"/> 55% of the time
7.	Did the Quality System meet the requirements of the contract?	<input type="checkbox"/> 95% of the time If Below 85%, Comments	<input type="checkbox"/> 85% of the time	<input type="checkbox"/> 75% of the time	<input type="checkbox"/> 65% of the time	<input type="checkbox"/> 55% of the time
8.	Was the environmental management being pro-actively managed?	95% of the time If Below 85%, Comments	<input type="checkbox"/> 85% of the time	<input type="checkbox"/> 75% of the time	<input type="checkbox"/> 65% of the time	<input type="checkbox"/> 55% of the time
9.	Were requests for quotaions acted upon in a timely and proactive manner?	<input type="checkbox"/> 95% of the time If Below 85%, Comments	<input type="checkbox"/> 85% of the time	<input type="checkbox"/> 75% of the time	<input type="checkbox"/> 65% of the time	<input type="checkbox"/> 55% of the time
10.	Were complaints managed in accordance with management procedure and to the requirments of the Customer?	<input type="checkbox"/> 95% of the time If Below 85%, Comments	<input type="checkbox"/> 85% of the time	<input type="checkbox"/> 75% of the time	<input type="checkbox"/> 65% of the time	<input type="checkbox"/> 55% of the time

Details of the person completing this survey:

name	position	signature	date
Contractor to complete these details on Monthly basis and send it to Department of Commerce a week before the Quarterly Meetings.			

OPERATIONAL REPORTS

Site:	Name of Site	
Review Meeting Date:		
Time Management		
Number of Unscheduled Callout's Reported	Completed within required time frames	0
	Completed outside required time frames	0
Score		
Number of Schedules Callout's Reported	Completed within required time frames	0
	Completed outside required time frames	0
Score		
Overall Score		
<p>This assessment is based on the contractor's response to call outs from the customer. If the contractor scores less than 85% in response to Scheduled or Unscheduled call outs they will receive no score for the individual item.</p>		

Customer:	Name of Site
Review Meeting Date:	
Environmental Management	
Criteria	Measured Performance
Non Conformance Reports or Concerns Raised	
<p>Note: More than 4 Issued will result in no Score. There is a sliding scale from 1 to 4. One (1) NCR or less will score 100% of possible</p>	
Total Score (Averaged)	Out of
Weighting	
Weighted Score	0 out of

Site:	Name of Site
Review Meeting Date:	
Accuracy, Timeliness and Quality of Reports	
	Measured Performance Weighted Performance
Reports Issued without requiring amendment	
	Minimum percentage of accurate reports submitted is 85%, A score less than 85% will not score
Reports Issued within time requirements	
	Minimum percentage of accurate reports submitted is 90%, A score less than 90% will not score
Weighted Score	

Site:	Name of Site		
Review Period ending:			
Prevention of Security Breaches			
Criteria	Measured Performance		
Number of Security Breaches in Previous Reporting Period			
Number of Security Breaches in This reporting Period			
Value of Increase or Decrease in Events			
Score	out of		
Weighting			
Weighted Score	out of		10.00
<p>An increase in the number of events. There is no score. No change in the number of events, there is a score of 50 of possible%. A reduction in the number of events, a score of 100 of possible%.</p>			

Site:	Name of Site		
Review Period ending:			
Complaints and Complaint Management			
Criteria	Measured Performance		
Number of Complaints Received.	If score under 2 full marks. Between 3 and 6 a % score will result. More than 6 complaints will result in no score		
Number of Complaints Closed Out Received	If score under 2 full marks. Between 2 and 3 a % score will result. More than 3 complaints not closed put will result in no score		
Score	out of		
Weighting	8		
Weighted Score	out of		
Does the contractor have a focussed and appropriate procedure for dealing with complaints?	0	out of	
Weighting	2		
Weighted Score	0.00	out of 2.00	
The contractors must have a Documented Management system to Score in this section			

Site:	Name of Site	
Review Period ending:		
Contract Administration		
Criteria	Reported	
Value of Claims Submitted to Client	\$	-
Date range of report	From	To
	0	0
Number Payment Claims in Reporting Period		
Number of Claims Paid within 30 Days		
Percentage paid within time frame		
Number of Request for Quotations received		
Number of Request for Quotations Actioned		
Percentage of RFQ Actioned		

Site:	Name of Site	
Review Meeting Date:		
Occupational Health & Safety		
Criteria	Measured Performance	
Non Conformance Reports		More than 5 Lost Time will result in no Score
Score		
Serious Incident	0	More than 2 Serious incidents will result in no Score
Score		
Lost Time Injury No# of Working Days Lost		More than 9 Days Lost Time will result in no Score
Score		
Total Score (Averaged)		Out of
Weighting	10	
Weighted Score		out of

FURTHER INFORMATION

For further information or to obtain a copy of the Contract Guide, please contact the Client Support Centre.

