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## **Police Service of Northern Ireland**

### **Provision of Security & Operational Support Services 2018**

### **Specification of Requirements**

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## 1.0 INTRODUCTION

### 1.1 Purpose of this Document

1.1.1 This document has been prepared by the Police Service of Northern Ireland (hereafter referred to as “PSNI”) to set out the contract specification and the business requirements of PSNI which the appointed Contractor must meet in the delivery of this Contract.

### 1.2 About the Police Service of Northern Ireland

1.2.1 The PSNI estate currently comprises of 53 locations across Northern Ireland.

1.2.2 The Vision of the Police Service of Northern Ireland is articulated in the diagram below. It is to help build a Safe, Confident and Peaceful Society. This is closely aligned to the PSNI purpose which is to ‘Keep People Safe.’ It focuses PSNI on the activities of preventing harm, protecting people, and detecting crime.



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**1.2.3** “Policing with the Community” is the term used to describe the PSNI’s approach to “Keeping People Safe.” PSNI delivers a service that meets the many and varied needs and demands of our communities. The complex history of Northern Ireland has meant that police action and performance is held up to a much higher level of scrutiny than in many other democratic societies. Legitimacy, trust and confidence in policing is earned and can only be achieved by delivering a service where accountability, fairness and collaborative decision making are embedded in the foundations of all we do.

**1.2.4** Collaborative decision making means decisions are made jointly with partners, based on best evidence and good practice. Decisions are exposed to and influenced by those who will live with or manage their consequences.

**1.2.5** Services delivered under the Security and Operational Support Services Contract will be expected to enhance and fully embrace this “Policing with the Community” culture and ethos.

**2.0 CONTRACT REQUIREMENTS**

**2.1 Core Contractual Requirements**

**2.1.1** [REDACTED] Excellent quality service delivery is essential. This is a critical factor in maintaining the professional image of the PSNI and enhancing public confidence.

**2.1.2** All of the Services provided under the Contract are to be provided on a fully outsourced service basis. It will be the duty of the Contractor to deliver a fully flexible service that fulfils on a complete and continuous

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basis each of the Services required under this Contract against the hours demanded/required by PSNI and ensures that PSNI has no need to replace or backfill for staff who are on annual leave, sickness absence or not present for duty for any other reason whatsoever.

**2.1.3** The Security and Operational Support Services to be delivered will vary in terms of demand and complexity with hours of service varying depending on scale and type of business at different sites. Some services will operate on a 24/7, year round basis, including nights, weekends and public/privilege holidays, while others will have more defined hours.

**2.1.4** Flexibility of service provision including flexible supply and rostering of resources to meet PSNI's varied demand is key to providing an efficient and effective service. For the avoidance of doubt this flexibility to meet requirements allows PSNI to reduce and/or increase the number of hours of Service required with one week's notice. The Contractor must be able to meet PSNI requirements and deliver a flexible, hour by hour service provision against the PSNI specified hours, with the ability to scale upwards and downwards at short notice to meet PSNI demands and to working across/between all locations on the PSNI Estate.

**2.1.5** Table 1 below provides a brief description of the Service Functions to be delivered by the Contractor [REDACTED]

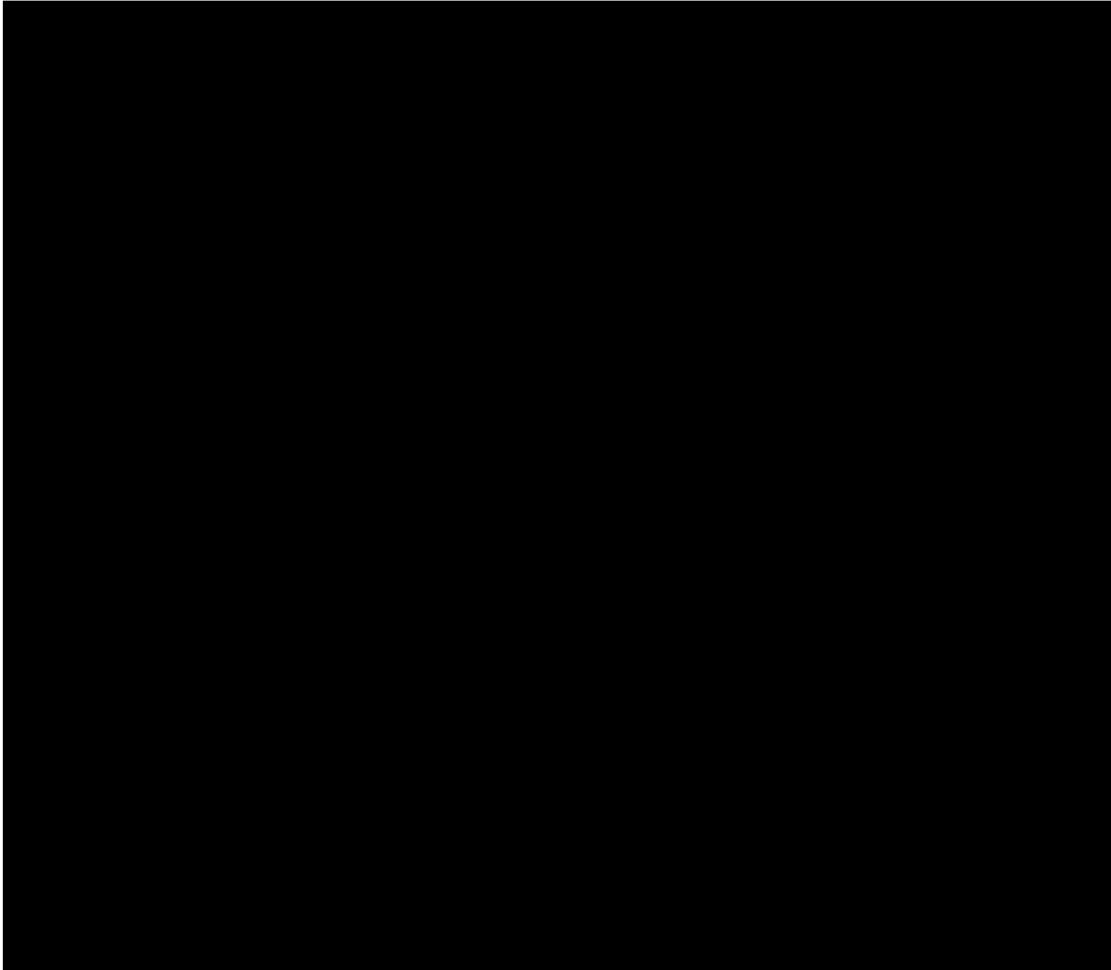
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**Table 1**



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**2.1.6** The Contractor is wholly responsible for any replacements or backfill to cover service hours required when Contractor's Staff are on annual leave, sick absence or not present for duty for any other reason whatsoever.

**2.1.7** It is the Contractor's responsibility to ensure that their service delivery model incorporates the agility to meet PSNI demands and at all times have flexible and sufficient resources from which to draw competent

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and trained resources at short notice and at no additional cost to the PSNI.

**2.1.8** Any shortfall in service provision whether resultant in any financial cost to PSNI or otherwise, will be the sole responsibility of the Contractor and will incur reimbursement to PSNI as set out in the Conditions of Contract. Without prejudice the generality of that responsibility, examples of when such reimbursement will be incurred include impact on reputational damage, impact on service delivery or financial costs to the PSNI. PSNI will further consider such failures to constitute a default of contract.

**2.1.9** [REDACTED]  
[REDACTED] Contractors will wish to note that the level of service provision may reduce during the period of the Contract. [REDACTED]  
[REDACTED]  
[REDACTED]

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**2.1.10** PSNI may add or remove sites from the Contract as operational requirements change. PSNI offer no guarantee that the number of sites or service levels required will remain unchanged throughout the Contract Term.

**2.1.11** There is also the potential for an increase and/or a reduction in the overall service delivery hours although the range of services will remain consistent. The PSNI cannot give any guarantee as to future levels of business. The Contractor must be able to react to changes in operational demand and have robust procedures in place to manage any change in the demand levels of the service provision; firstly including for increases by utilising existing dedicated contract management capacity and secondly for reductions.

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**2.1.12** The Contractor will be required to assist PSNI with any change as directed by the PSNI for example assisting PSNI with potential station closures that may occur during the lifetime of the contract.

**2.1.13** Where as a result of any rationalisation of the PSNI estate and where there are redundancy costs as a result of lower demand for service hours, these costs are the responsibility of the Contractor. PSNI will seek to give as much notice as is reasonably possible.

## **2.2 Service Delivery Requirements**

### **2.2.1 Service Delivery – Resources/Contractors’ Staff**

#### **2.2.1.1 Attendance (All Service Functions)**

**2.2.1.2** The Contractor must ensure that all PSNI sites are fully resourced and Contractor’s staff fully mobilised and ready to deliver the services on-site as and when required.

**2.2.1.3** The Contractor must put in place a robust time and attendance management system and provide details of their arrangements for time recording and validation of time-keeping records for all service functions; ensuring attendance at relevant periods. This monitoring system will be fully auditable and readily accessible to PSNI at any point in time.

**2.2.1.4** The Contractor must have access to sufficient resources to address absenteeism (e.g. annual leave, sick leave, attendance at training courses) and attrition.

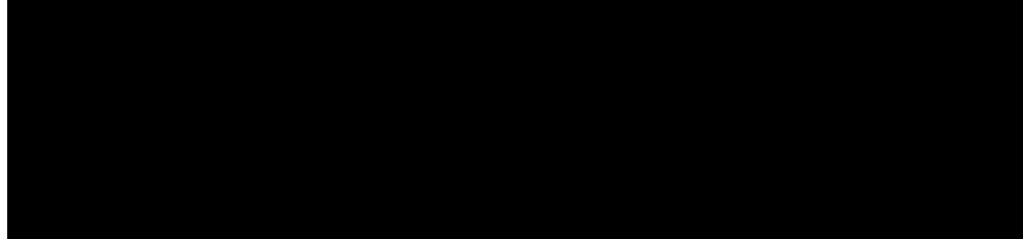
**2.2.1.5** The Contractor must ensure that each member of the Contractor’s Staff assigned to the provision of the services is aware of, and adheres to, the periods that they are required to attend the premises.

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**2.2.1.6** The Contractor must ensure that no member of the Contractor's staff assigned to provide the Services shall work for more than 12 hours in one shift and will fully indemnify PSNI against any breaches under the Working Time Regulations.

**2.2.1.7**



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**2.2.1.8** The Contractor's staff must not leave their designated assignment until they are relieved of duty by appropriately trained staff.

**2.2.1.9** The Contractor must put in place handover and other procedures for all service function areas to ensure the continuity of service delivery in the event of delays by Contractor's Staff arriving or commencing work.

**2.2.1.10** The Contractor must ensure all staff are made aware that CCTV can be used to monitor compliance with contract and security requirements.

**2.2.2 Breaks (All Service Functions)**

**2.2.2.1** It is the responsibility of the Contractor to provide all break cover under the Contract. The Contractor is responsible for all costs associated with break cover and supply of mobile relief where [REDACTED] Contractor's staff are on duty and as outlined in **Appendix A**.

**2.2.2.2** For the avoidance of doubt PSNI will not pay for backfill as a result of absent staff for any reason.

**2.2.2.3** The Contractor will invoice PSNI according to actual hours worked excluding all break cover.

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**2.2.3 Uniform**

**2.2.3.1** The Contractor's Staff must wear a suitable uniform at all times during service delivery. Uniform styles will be agreed between PSNI and the Contractor prior to Contract commencement. The Contractor is responsible for all costs associated with the supply of uniforms under this Contract.

**2.2.3.2** The Contractor must ensure an adequate number of uniforms of appropriate quality standard are supplied to each member of the Contractor's Staff to uphold the high standards required by PSNI. The PSNI Contract Manager will carry out unannounced site visits where the Contractor's staff operate to ensure this standard is maintained.

**2.2.3.3** PSNI requires the Contractor to ensure a high standard of dress and personal appearance at all times. The Contractor must take cognisance that their staff may be viewed by the public as an extension of PSNI.

**2.2.3.4** The Contractor must ensure that all staff in "front facing roles" are of a clean appearance and only wear the designated uniform items of clothing.

**2.2.3.5** No unauthorised items of apparel may be worn, nor any unauthorised equipment carried including, but not restricted to, unauthorised badges or emblems.

**2.2.3.6** The Contractor must provide their staff with an appropriate badge (approved by PSNI) specifying their name and particular role. This must be prominently displayed at all times whilst they are on-duty.

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- 2.2.3.7** If, with the prior agreement of PSNI, the Contractor assigns sub-contractor staff to provide the Services, the Sub-Contractor staff must wear the same uniform as the Contractor's Staff.
- 2.2.3.8** The uniform style is to be agreed in advance with the PSNI and before the service commences.
- 2.2.4 Personal Protective Equipment (PPE)**
- 2.2.4.1** The Contractor is responsible for the provision of any/all PPE equipment required for their staff. Under no circumstances will the PSNI be responsible for the issue of any personal protective equipment to the Contractor's staff.
- 2.2.4.2** The Contractor shall ensure that all equipment on PSNI premises is stored under proper control, safely and in accordance with the site requirements.
- 2.2.5 Service Delivery - Conduct, Behaviour and/or Performance of Contractor's Staff**
- 2.2.5.1** All employment liabilities for the Contractor's Staff delivering Services under this Contract lie with the Contractor.
- 2.2.5.2** The Contractor's Staff must at all times act and conduct themselves as ambassadors for the PSNI in the execution of all of their duties. They must have due care of and display due diligence towards PSNI premises, employees and all PSNI stakeholders, including the general public.
- 2.2.5.3** To ensure the high standards of PSNI are maintained, the Contractor must undertake that all Contractor's staff working on any part of this

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contract, on location or in back office support will be expected to behave in a way which is compatible with the PSNI's vision and values. This undertaking requires the Contractor to have sufficiently robust disciplinary procedures in place which meet the requirements of employment legislation in Northern Ireland.

2.2.5.4



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2.2.5.5

Without prejudice to clause 5.10 of the Standard Conditions, the Contractor shall take prompt and effective disciplinary action in relation to any of its Staff who commit misconduct, or who fail adequately to perform, in the course of the Services to be provided by the Contractor under this Contract

2.2.5.6

In addition to the above clauses the PSNI reserves the right to remove and/or refuse admission to any of the Contractor's staff if for any reason, in the opinion of PSNI, their conduct, performance or behaviour does not reflect the vision and values of PSNI or could present any risk of disrepute to PSNI.

2.2.5.7

Should there be any cause for complaint with the performance of a member or members of the Contractor's staff, PSNI's Contract Manager will, in the first instance, raise the matter with the Contractor's Authorised Representative at the contract management meeting. If the matter is more urgent, contact will be made with the Contractor's senior management to discuss urgent action including suspension of staff or immediate removal from a particular location or indeed the Contract.

2.2.5.8

The Contractor must have discipline procedures in place to deal with underperforming staff or staff who commits criminal or disciplinary offences. Where suspension of a member of staff from duty becomes

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necessary for any reason, either as a result of the Contractor taking action or on request from PSNI, the member's salary will be the responsibility of the Contractor. The Contractor is required to inform PSNI of the outcome of any discipline procedures, whilst ensuring compliance with Data Protection and all employer obligations.

**2.2.5.9** Should the matter be more serious i.e.; of an aggravated or criminal nature, PSNI's Contract Manager will arrange an immediate meeting with the Contractor to discuss PSNI's proposed actions and outline the actions required by the Contractor. Where a member of the Contractor's staff has been arrested or placed in custody by PSNI officers, an immediate suspension will be requested pending formal investigation. In addition to the above the PSNI reserves the right to remove and/or refuse admission to any of the Contractor's Staff if for any reason, in the opinion of PSNI, their conduct, performance or behaviour does not reflect the vision and values of PSNI.

**2.2.5.10** If PSNI raise issues with the Contractor that would warrant disciplinary actions being taken, the Contractor's Authorised Representative must provide PSNI's Contract Manager with a written statement of outcome and/or action plan describing the action to be taken to remedy the problem. This statement or plan must clearly state the timetable for resolving the problem and must be agreed with PSNI's Contract Manager. If the issue is not resolved within the timetable agreed with PSNI, PSNI may issue notice of termination of Contract to the Contractor in whole or in part.

**2.2.5.11** In the event of such aforementioned actions, the Contractor is responsible for ensuring contingency arrangements are in place to ensure service delivery obligations are met and at no extra cost to PSNI.



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**2.2.6 Service Delivery Contractor’s Staff – General**

- 2.2.6.1** The Contractor must ensure compliance with all employment legislation including compliance with all minimum wage and living wage requirements.
- 2.2.6.2** The Contractor should ensure it has appropriate procedures in place to provide for the occupational health and wellbeing of their staff both generally and post incident.
- 2.2.6.3** Contractor’s Staff must be of the required standard for the service delivery of the Service Functions they are fulfilling. The Contractor must regularly evaluate the health and fitness of its staff to ensure they can perform the full range of duties required of each service function.
- 2.2.6.4** Service Function profiles are provided at **Appendix C** against each of the specified services. The Contractor must provide their recruitment and selection policies and procedures upon request of the PSNI Contract Manager.
- 2.2.6.5** PSNI may wish to quality assure the interview process for any member of the Contractors Staff before he or she is assigned to work on the premises.
- 2.2.6.6** Where PSNI considers that it is necessary to quality assure the interview of a member of the Contractor’s Staff, the Contractor must allow PSNI access to the candidate’s interview and the Contractor must obtain PSNI’s agreement to that individual being assigned to provide the services.

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**2.2.6.7** The Contractor must identify a core set of resource/staff for each premises and seek to maintain the continuity of staff assigned to each of the PSNI's premises.

**2.2.7 Service Delivery – Flexible Provision**

**2.2.7.1** The PSNI requires the Contractor to deliver a fully outsourced support service based on an hour by hour service delivery model. PSNI will notify the Contractor in advance of the hours of service required.

**2.2.7.2** The appointed Contractor must be able to meet PSNI demand profile / requirements and deliver, flexible, hour by hour service provision against the PSNI specified hours, with the ability to scale upwards and downwards at short notice to meet PSNI demands and to working across/between all locations on the PSNI Estate.

**2.2.7.3** Some services will operate on a 24/7, year round basis, including nights, weekends and public/privilege holidays, while others will have more defined hours.

**2.2.7.4** The Contractor must ensure that all key dates and events in the PSNI calendar are resourced to match demand, for example; weekends, commemorative or cultural events and large scale public events.

**2.2.7.5** Flexibility of service provision including flexible supply and rostering of resources to meet PSNI's varied demand is key to providing an efficient and effective service.

**2.2.7.6** The Contractor must provide its rostering and forward planning against PSNI requirements to local Operational Planning Offices to ensure the delivery of a seamless service.

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- 2.2.7.6** The Contractor is wholly responsible for any replacements or backfill to cover service hours required when other contractor staff are on annual leave, sick absence or not present for duty for any other reason whatsoever.
- 2.2.7.7** It is the Contractor's responsibility to ensure that their service delivery model incorporates the agility to meet PSNI demands and at all times have flexible and sufficient resources from which to draw competent and trained resources at short notice at no cost to the PSNI.
- 2.2.7.8** Any shortfall in service provision whether resultant in any financial cost to PSNI or otherwise , will be the sole responsibility of the Contractor and will incur reimbursement to PSNI as set out in the conditions of contract. Without prejudice the generality of that responsibility, examples of when such reimbursement will be incurred include impact on reputational damage, impact on service delivery or financial costs to the PSNI. PSNI will further consider such failures to constitute a default of contract.
- 2.2.7.9** The Contractor is required to mobilise it resources /staff, across sites and functions as required in order to meet not only routine demand but also changing and ad hoc demands (the latter of which may be at short notice) in line with PSNI prioritisation and changing operational demands.
- 2.2.7.10** The Contractor is responsible for all associated travel and subsistence costs in the deployment of their resources/ staff, including attendance at training courses.

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**2.2.8 Service Delivery - Key Personnel**

**2.2.8.1** PSNI acknowledges that the Key Personnel such as Supervisors and Service Delivery Managers are essential to the proper provision of the Services to the Client. The Contractor must commit experienced and senior management resources throughout the lifetime of the Contract and foster a partnership approach so the Contract aligns clearly with PSNI strategic business aims and objectives. All proposed changes must be discussed and agreed with the PSNI before implementation.

**2.2.8.2** A partnership approach will involve full, transparent and courteous exchange of information where appropriate. The Contractor, at all times, acting with integrity will provide to PSNI any and all of the information that it requires in order to satisfy itself that the terms of the contract are being met. Failure to do so will result in default of Contract.

**2.2.8.3** The Key Personnel shall not be released from supplying the Services without the agreement of PSNI, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances.

**2.2.8.4** Any replacements to the Key Personnel shall be subject to the agreement of the PSNI. Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

**2.2.8.5** In the event that the Contractor is unable to provide replacement Key Personnel, acceptable to PSNI, within 1 month, then PSNI reserves the right to obtain replacement staff from other sources and pass any additional cost on to the Contractor. PSNI reserves the right to

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terminate the Contract where the failure to provide a replacement has a detrimental effect to the timely provision of the Services in accordance with Clause 22 of the Terms and Conditions (Termination of Contract).

**2.2.9 Service Delivery - Health & Safety**

**2.2.9.1** The Contractor's competence in the area of Health and Safety is vital in assuring the health, safety and welfare of the Contractor's staff, members of the public, police staff and other PSNI stakeholders.

**2.2.9.2** The Contractor will be responsible for and must ensure that Health and Safety training is provided in accordance with statutory requirements, the outcome of risk assessments and to provide and maintain safe systems of work.

**2.2.9.3** The Contractor must have occupational health arrangements for staff delivering services under this Contract. This should include risk and health assessments; for example for night workers, health surveillance, arrangements and also details of access to health services such as vaccinations, occupational health and staff welfare services.

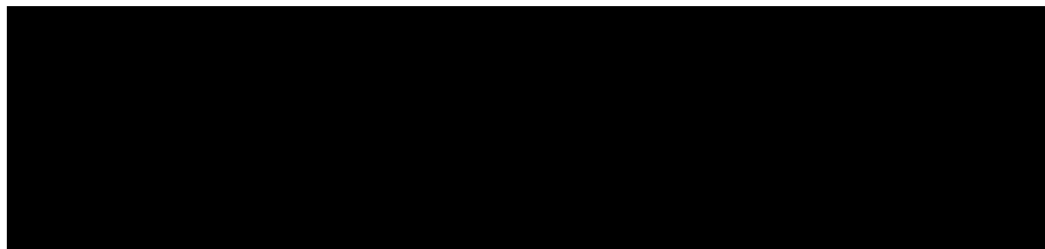
**2.2.9.4** The Contractor must at all times abide by PSNI rules and safe systems of work and fully comply with all PSNI Health and Safety arrangements and processes; including compliance with PSNI's accident/incident reporting processes.

**2.2.9.5** The Contractor must ensure that all their staff working within the undertaking of PSNI complies with safe systems for use of work equipment provided for use by PSNI. Work equipment includes items, articles and equipment provided for use by PSNI within their undertaking.

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- 2.2.9.6** The Contractor’s staff must use, inspect, maintain and store any work equipment provided for use by PSNI as directed and also report any loss, faults, defects or shortfalls affecting work equipment to the officer in charge of the Business Area or the person(s) nominated as their point of contact. Work equipment includes any items, articles and equipment provided for use by PSNI within the undertaking.
- 2.2.9.7** The Contractor must adhere to PSNI standards for Personal Protective Equipment (PPE). These may be determined by PSNI risk assessments, security assessments or other relevant information which is provided to the Contractor. The Contractor must carry out their own risk assessments for each function, informed by the local arrangements at each site.
- 2.2.9.8** If circumstances or work processes change, such that additional training, work equipment or PPE is required to keep the contractors employees safe, this will be the responsibility of the Contractor and will be discussed and agreed with the PSNI Contract Manager to verify the equipment and training proposed is of requisite quality.
- 2.2.9.9** The Contractor must inspect premises at sites where their staff work in order to ensure compliance with the Health and Safety at Work (Northern Ireland) Order 1978 (SI 1978/1039 (N.I. 9)) and the Management of Health and Safety at Work (Northern Ireland) Regulations 2000 (SR 2000 No. 388) or any other applicable legislative requirements.

**2.2.9.10**



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s.F31(1)(a)  
s.F31(1)(b)  
s.F43  
s.F43(2)

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- 2.2.9.11** The Contractor must identify and record any developing maintenance issue or defect pertaining to services, equipment or any site where their staff are operating and report to the Officer in Charge of the Premises via the Premises Officer or the person(s) nominated as the appropriate PSNI site point of contact in respect of the issue.
- 2.2.9.12** The Contractor must ensure all their staff working within the undertaking of PSNI report any faults, defects or shortfalls affecting health, safety and welfare within the premises and environs, fire safety systems and measures and security to the Officer in Charge of the Premises via the Premises Officer or the person(s) nominated as the appropriate PSNI site point of contact in respect of the issue.
- 2.2.9.13** At all PSNI premises, the Contractor's staff must liaise with 3<sup>rd</sup> party contractors to facilitate the out of hours gritting of car park areas as directed, including escorting contractors and their vehicles.
- 2.2.9.14** Contractor's staff must as part of their daily patrolling complete a safety inspection of the site/premises. This typically will include inspection and identification of deficiencies in the following:
- Lighting;
  - Obstructions;
  - Clean & Tidy;
  - Leads/ Wires;
  - Visible building maintenance issues i.e.; sangers, armoured glass;
  - Site Perimeter;
  - Kitchen facilities used by their staff;
  - Toilets used by their staff;
  - PSNI vehicles used by their staff;

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- Any other equipment supplied or used by their staff.

**2.2.9.15** In addition to the general requirements outlined above contracted staff must as part of their daily work activity, complete safety inspections of premises, work areas and work equipment.

**2.2.9.16** The Contractor's staff must participate in any mandatory drills of emergency arrangements at PSNI sites when required. Any shortfalls in the arrangements should be reported to the Officer in Charge of the site via their nominated representative, Premises Officer, Fire Precautions Officer etc.

**2.2.9.17** Where required by site arrangements, the Contractor's staff must be conversant with the operation of the public address system; the operation of and response to fire safety systems (detection, alarm and suppression systems); the operation of and response to bomb alarms; and the procedure for building evacuation. The Contractor's staff must report any areas of non-compliance as soon as practicably possible to the PSNI Premises Officer or person(s) nominated as the appropriate PSNI site point of contact and the Contractor's management

**2.2.9.18** In addition to the Contractor's internal accident / incident reporting systems, the Contractor must ensure that their staff complies with PSNI processes for the reporting of accidents and incidents including dangerous occurrences and near misses. The Contractor must make available accident / incident details to PSNI within 24 hours of any accident / incident occurrence to the Duty Sergeant or Premises Officer. It will be the responsibility of the Contractor to make the report to HSE under RIDDOR 97.

**2.2.9.19** The Contractor and the Contractor's staff will be required to comply with any internal investigation carried out by PSNI or external



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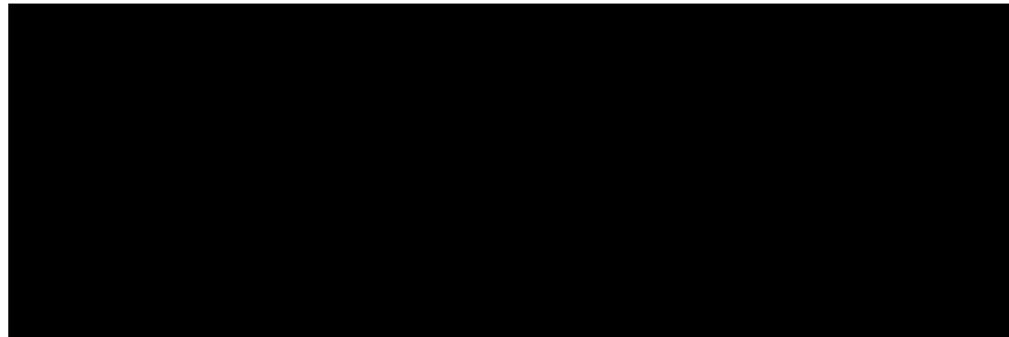
investigation carried out by the Health and Safety Executive within the undertaking of PSNI.

**2.2.10 Service Delivery - Incident Management and Reporting**

**2.2.10.1** The Contractor must confirm their Incident Management reporting process to the PSNI following Contract award and before Contract commencement.

**2.2.10.2** The Contractor must comply with PSNI's policies and procedures and reporting structure regarding incidents.

**2.2.10.3**



s.F31  
s.F31(1)  
s.F31(1)(a)  
s.F31(1)(b)  
s.F43  
s.F43(2)

**2.2.10.4** The Contractor must immediately notify the Duty Sergeant or equivalent and PSNI's Contract Manager (via email) of any incident with the potential to either damage the reputation of the PSNI, impact public confidence or be of interest to the press and media.

**2.2.10.5** The Contractor's staff must submit written incident reports via email to the appropriate levels of Contractor and PSNI management as soon as is practicable.

**2.2.10.6** The Contractor must proactively monitor and report any inadequacies in security arrangements and make recommendations to remedy as appropriate.

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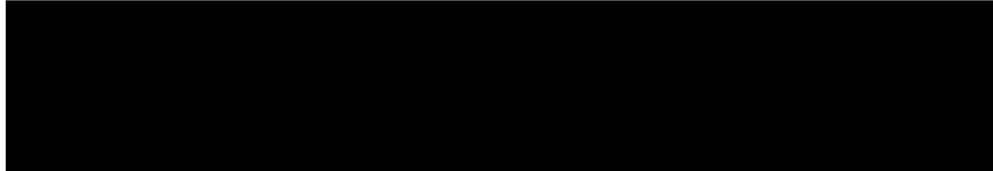
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- 2.2.10.7** The Contractor must advise the PSNI of the outcome of any Contractor incident investigation including “lessons learned” and any remedial action taken.
- 2.2.10.8** The Contractor must immediately report the loss of any PSNI’s assets or equipment, to the PSNI’s Contract Manager or local Premises Officer, as applicable.
- 2.2.10.9** The Contractor must report any defective or malfunctioning PSNI assets or equipment to the local Premises Officer.
- 2.2.10.10** The Contractor must report any CCTV faults and maintenance issues immediately to the local Premises Officer via the agreed incident reporting process.
- 2.2.10.11** The Contractor must inform the PSNI of any incidents or complaints that involve the Contractor’s staff and inform them of any subsequent actions and outcome.
- 2.2.11** **Service Delivery - Emergency and Contingency Management**
- 2.2.11.1** The Contractor must be fully aware of the PSNI’s local contingency plans for dealing with emergencies for each premises. In the event of an emergency evacuation the Contractor’s staff will be expected to assist with effecting an orderly evacuation efficiently, calmly and safely.
- 2.2.11.2** The Contractor must co-operate with the PSNI in any business continuity tests or exercises. These tests will normally occur during normal working hours.
- 2.2.11.3** The Contractor must complete its own security checks and practice responses to security related incidents and forward the results and

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recommendations to the PSNI's Contract Manager. These are separate to the continuity tests managed by the PSNI.

2.2.11.4



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2.2.11.5

The Contractor must maintain an occurrence record and, in an emergency, an incident log.

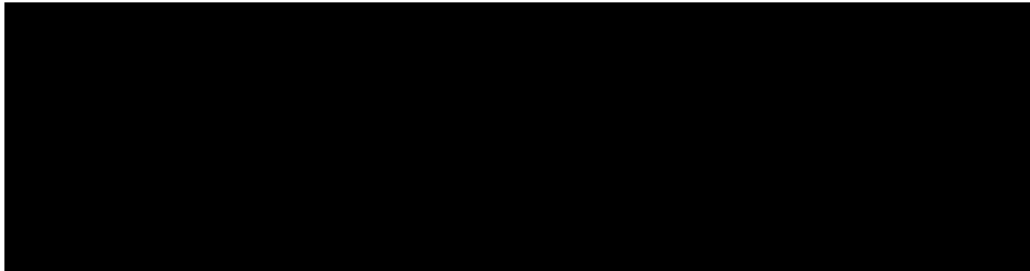
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s.F31(1)(b)

s.F43

s.F43(2)

2.2.11.6



2.2.11.7

2.2.11.8

The Contractor must be able to provide business continuity to the PSNI in the event of unplanned or unforeseen events such as; staff absences, transport disruptions, industrial disputes, severe weather, a pandemic outbreak, systems or utilities failure. The PSNI will expect continuance of a quality service in such unplanned events. This must include how its organisation would ensure that all replacement Contractor staff hold appropriate PSNI security vetting at the appropriate level for the Contract, SIA and CCTV licensing and appropriate training to operate on this contract.

2.2.12

**Service Delivery - Resilience**

2.2.12.1

Resilience is key to providing confidence to PSNI that services will be delivered in the event of all incidents including serious or major incidents, staffing shortages due to unusual sickness levels, staff working to rule, or in the event of industrial action being taken. The

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Contractor must supply a level of service resilience and contingency to safeguard against disruption of the Services. The Contractor will be expected to guarantee PSNI that they have sufficient resilience to continue service delivery in any event. A business continuity plan will be required to address this.

**2.2.12.2** The Contractor, in order to guarantee operational robustness and ensure resilience in the supply of personnel, will be expected to create and maintain a live resilience pool of vetted, licensed and skilled staff who are ready for deployment across the PSNI service areas on a daily basis.

**2.2.12.3** Any replacement or temporary staff brought onto the contract for business continuity must be security cleared, have all relevant licences and have the appropriate training to undertake their duties.

**2.2.13 Service Delivery - General Requirements**

**2.2.13.1** The Contractor must maintain an appropriate number of managerial and supervisory staff to ensure management continuity. These key personnel should be available to and contactable by the Contract Manager and Operational Leads. Out of hours contact arrangements should be agreed in advance with the PSNI and in place at the commencement of the contract.

**2.2.13.2** The Contractor must detail its management structure and responsibilities including the names of key personnel.

**2.2.13.2** The Contractor must provide an outline of roles and responsibilities for each of the key management roles assigned to managing the contract and maintaining performance standards.

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**2.2.13.3** The Contractor must ensure there is a documented handover procedure between contractor staff in all relevant service functions. Handovers should be completed in a timely manner. Any delays or overlap are the responsibility of the Contractor, no additional hours will be paid.

**2.2.13.4** The Contractor must note there is the potential for an increase and/or a reduction in the PSNI's estate and therefore the potential for an increase and/or a reduction in the overall service delivery hours although the range of services will remain consistent. The PSNI cannot give any guarantee as to future levels of business. The Contractor must confirm their approach to managing any change in the demand levels of the service provision; firstly including for increases by utilising existing dedicated contract management capacity and secondly for reductions

**2.2.14 Agency Worker Regulations (Northern Ireland) 2011**

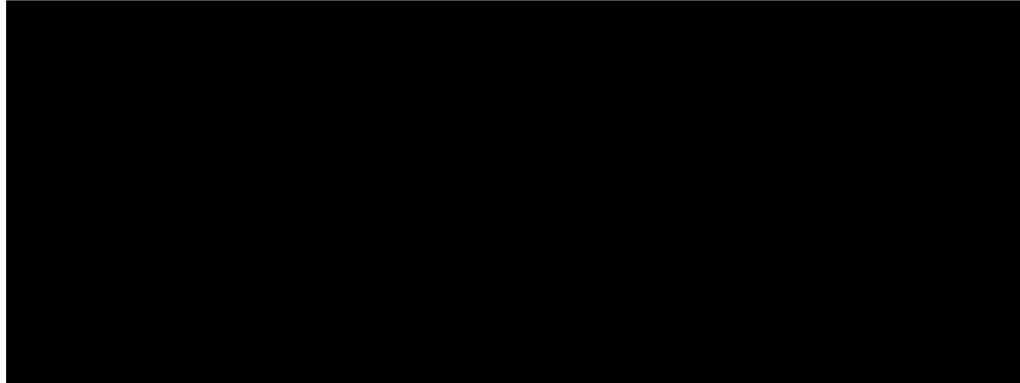
**2.2.14.1** The Contractor should ensure that it is aware of the provisions of the Agency Workers Regulations (Northern Ireland) 2011 ("the 2011 Regulations") and the consequences and potential consequences of the 2011 Regulations for each of the services provided to PSNI by the contractor. Insofar as any liability arises - in relation to any of the terms and conditions of employment of any person carrying out any of the service functions - as a result of the provisions of the 2011 Regulations, the cost of any such liability shall be borne by the contractor. For the avoidance of doubt this includes any liability which, by virtue of the provisions of the 2011 Regulations, would fall to be borne by PSNI as 'hirer' (as defined in Regulation 2)

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**2.2.15 Security Industry Authority (SIA) & Industry Standards**

**2.2.15.1**



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s.F31(1)  
s.F31(1)(a)  
s.F31(1)(b)  
s.F43  
s.F43(2)

**2.2.15.2** The Contractor will be required within six months of award of contract to gain membership of the SIA Voluntary Approved Contractors Scheme (ACS). Further information on the ACS scheme is available at: <http://www.sia.homeoffice.gov.uk/Pages/home.aspx>

**2.2.15.3** An SIA Security Guarding Licence is required as a minimum for all Contractors' Staff who undertake the licensable activities of a security guard and the services as supplied for the purposes of or in connection with this Contract.

**2.2.15.4** Unless the Contractor has been given an exemption under Section 4(4) of the Private Security Industry Act 2001, it is a criminal offence to undertake the licensable activities of a security guard without a valid SIA licence. An exemption is applicable only where the Contractor has been granted approved contractor status by the SIA and the other conditions of Section 4(4) are also met.

**2.2.15.5** A CCTV SIA licence is required for any Contractor's Staff who undertake the licensable activities of public space surveillance (CCTV) operations for services supplied in relation to this Contract.

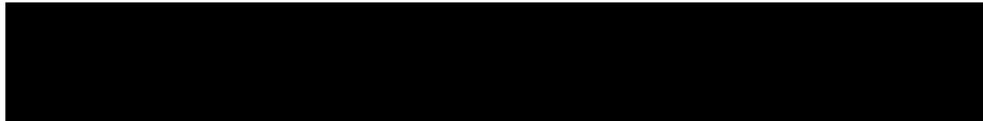
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s.F31(1)(a)  
s.F31(1)(b)

2.2.15.7



s.F43  
s.F43(2)

2.2.15.8

The Contractor will allow PSNI, or its nominated representative, full audit access to any SIA licensing records to ensure compliance with SIA legislation.

2.2.15.9

The Contractor will confirm that they will be fully compliant with all relevant Private Security Industry Act 2001 (Northern Ireland) Order 2009 licensing legislation by the Contract commencement date.

2.2.15.10

In addition, the Contractor must, by the commencement of the Contract, possess a current licence as set out in the Justice and Security (Northern Ireland) Act 2007 and the Private Security Industry Act 2001, and maintain the currency of the licence throughout the contract term.

2.2.15.11

By the commencement date and throughout the period of the Contract, the Contractor must hold a current certificate showing that it is operating the services to the standard required by BS 7499 (Static guarding, mobile patrols and key holding) or equivalent or any standard that supersedes BS 7499 or equivalent and BS7858 (Security Screening of individuals employed in a security environment).

2.2.15.12

The Contractor must hold a current certificate showing that it is operating the services to the standard required by BS8418 (Remote Monitoring of CCTV systems) and BS8495 (Code of Practice for Digital CCTV recording Systems). This must be in place by the

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commencement of the Contract and evidence of certification must be provided.

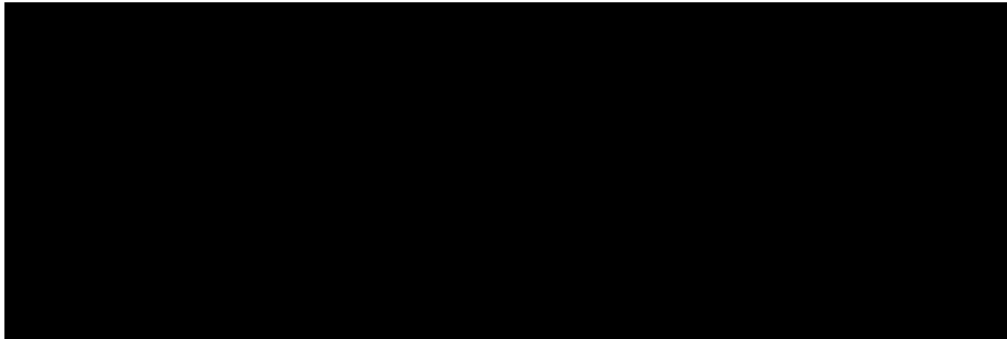
**2.2.15.13** Contractors must maintain the specified accreditations throughout the life of the Contract and failure to do so will result in termination of the Contract.

**2.2.15.14** All Contractors staff will be subject to unannounced SIA inspections.

**2.2.16 Vetting Requirements**

**2.2.16.1** Under no circumstances will any person be permitted to work in any capacity or on any function of this Contract until they have been vetted to the standard required by PSNI. Only those individuals (whether employed directly or as part of any sub-contract) whose security clearance has been confirmed by PSNI will be permitted to gain access to any site or undertake any work associated with this Contract.

**2.2.16.2**



s.F31  
s.F31(1)  
s.F31(1)(a)  
s.F31(1)(b)  
s.F43  
s.F43(2)

**2.2.16.3** The Contractor is required to provide each fully completed security questionnaire in advance of deployment to the Contract in order to ensure the timely completion of the PSNI's vetting process.





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**2.2.16.4** [REDACTED] This will be assessed by PSNI and a decision made as to any additional vetting requirement.

**2.2.16.5** [REDACTED]

| Clearance Level | Cost       |
|-----------------|------------|
| [REDACTED]      | [REDACTED] |

**2.2.16.6** The costs of [REDACTED] for contracted staff will be met by the Contractor. Payment for security clearance is to be made to PSNI at the time of application as applications will not be completed until payment is received. It should be noted that where the proposed individual does not pass the [REDACTED] process the fee paid will not be refunded. Further details in relation to payment will be provided on award of contract. Security clearances will be managed directly between the Contractor and PSNI Service Vetting Unit.

s.F31  
s.F31(1)  
s.F31(1)(a)  
s.F31(1)(b)  
s.F43  
s.F43(2)

**2.2.16.7** Upon successful completion of the [REDACTED] process each individual will be considered security cleared for a period not exceeding 5 years. The cost of further security clearances for contracted staff will be met in full by the Contractor.

**2.2.16.8** The Contractor will maintain an early notification system to ensure that [REDACTED] and [REDACTED] are managed and maintained in such a manner that it remains current at all times. It is the responsibility of the Contractor to ensure that [REDACTED] of contracted staff does not lapse due to lack of prior arrangement.

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- 2.2.16.9** The Contractor will ensure that the PSNI has ready access to their [REDACTED] + [REDACTED] management system records at all times. s.F31  
s.F31(1)
- 2.2.17 Confidentiality** s.F31(1)(a)  
s.F31(1)(b)
- 2.2.17.1** The Contractor must ensure that each member of its Staff assigned to provide or support any of the functions within this contact regard treats all information accessed, obtained accesses or provided in relation to or in connection with this Contract, the services provided under it, the affairs of PSNI and its staff and the affairs of any customer, witness, offender, suspect, detainee or other member of the public, in the performance of their duties as confidential and not to be discussed with any person outside not connected with PSNI. In the event of any outside agency, including the media, making inquiries regarding any PSNI business or any other matters within the scope of this clause, the inquiry must be reported forthwith to PSNI District Commander and the PSNI Contract Manager. s.F43  
s.F43(2)
- 2.2.17.2** The Contractor must ensure that all Contractors Staff do not retain and/or distribute information, including photographs or videos and upload to any internet site such as social media sites or file sharing sites or capture / record any details for personal use in any manner other than what is required by PSNI in the delivery of these services.
- 2.2.18 Information Assurance**
- 2.2.18.1** The Contractor's staff involved in the delivery of this Contract will have a wide level of access to the work of the PSNI and information obtained via their role. The Contractor must agree that all appointed staff will regulate the use of this information.

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- 2.2.18.2** The Contractor must ensure all their staff facilitates the legitimate and secure sharing of protectively marked information including personal data between PSNI and the Contractor.
- 2.2.18.3** The Contractor and PSNI will each appoint a Single Point of Contact (SPOC) within the respective organisation to assume responsibility for compliance with Information Assurance.
- 2.2.18.4** Prior to Contract commencement the Contractor must agree and sign up to an Information Sharing Agreement (ISA) with PSNI. The Information Assurance Schedule is attached at **Appendix D**.
- 2.2.19 Data Protection**
- 2.2.19.1** The Contractor and Contractor's staff will comply with all requirements under the Data Protection Act 1998 and will duly observe all their obligations under the Act which arise in connection with the delivery of these services.
- 2.2.19.2** The EU General Data Protection Regulation (GDPR) will apply in the UK from 25 May 2018 replacing the UK Data Protection Act 1998 (DPA). The GDPR will significantly change and update the current data protection regime in the UK and will have an impact on contracts where personal data is being processed. Further information on the GDPR is available on the [ICO website](#). The Contractor must ensure that they update their processes to ensure compliance with the Act by 25 May 2018.
- 2.2.20 Human Rights Considerations**
- The protection of human rights has always been at the core of policing. The introduction of the Human Rights Act 1998 in October 2000 served to formalize this in a way that had not before existed.

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The Police Service of Northern Ireland has developed programmes to ensure that all its officers and staff understand the principles of human rights and the obligations placed upon them. This is reflected in the policies, planning and practice of the Service.

The PSNI regularly review external changes in the legal interpretation of the European Convention on Human Rights as well as the internal needs of those whose task it is to uphold the law.

The Northern Ireland Policing Board is responsible for monitoring the performance of the Police Service in complying with the Human Rights Act 1998. The Board's Human Rights Advisors have developed a monitoring framework for human rights, which allows the Board to measure the Police Service's performance against human rights standards.

This protection of human rights extends to PSNI Contractor's delivering outsourced services to PSNI. This must include Contractor compliance with the National Minimum Living Wage, the Contractor provision of uniform, PPE equipment, appropriate training, HR and disciplinary procedures for their personnel.

PSNI require the Contractor to develop and maintain a human rights policy which must be approved at board level.

Within 30 days of Award, the Contractor must provide a copy of their human rights policy and the processes they have in place which demonstrates that their activities show a consideration to human rights.

Throughout the Contract term, the Contractor must have a nominated named person with responsibility for human rights issues and they will be required to complete an annual human rights statement.

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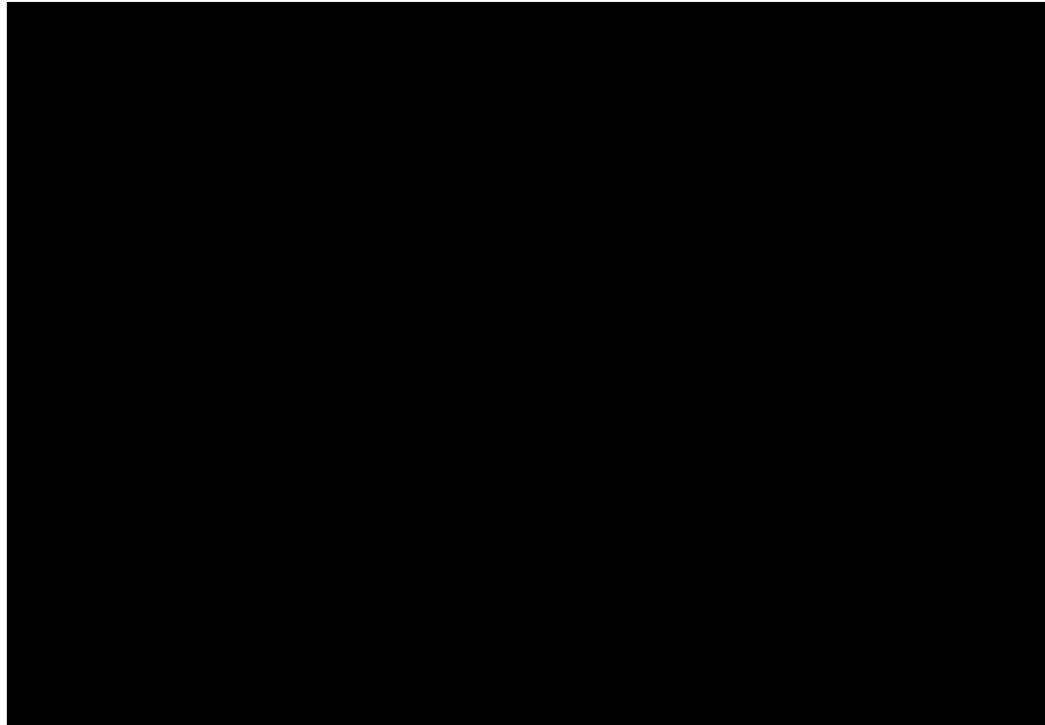
The PSNI reserves the right to survey the Contractor's Staff on workforce matters such as organisational culture; access to terms and conditions for placements; staff policies such as grievance procedures; how payment for services is managed etc.

## **2.3 SERVICE FUNCTION REQUIREMENTS**

**2.3.1** This section details the Contract Requirements for each of the Service Functions. It should be noted that the PSNI requires an hour by hour service delivery model, so any references to the number of contracted staff currently assigned and any future contracted staff requirements, in this section (or any other section within this document) is merely for information purposes. PSNI reserve the right to amend roles and responsibilities under the Service Functions.

### **2.3.2 Security Guarding/Access Control/Patrolling**

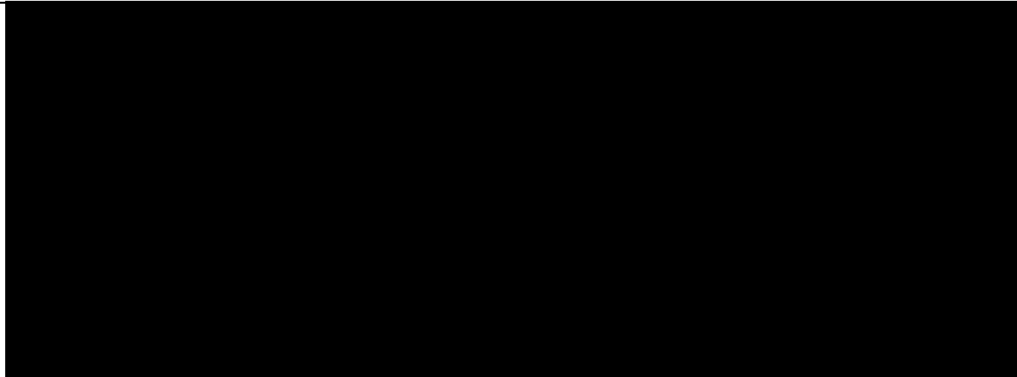
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s.F31(1)  
s.F31(1)(a)  
s.F31(1)(b)  
s.F43  
s.F43(2)

## 2.4 Training

### General


- 2.4.1 The Contractor must ensure that all staff are adequately trained to discharge all their duties in line with accepted SIA guidance, relevant regulations and legislation throughout the period of the contract.
- 2.4.2 The Contractor must detail its approach to training throughout the period of the contract.
- 2.4.3 During the transition phase the Contractor shall obtain and review training records obtained from the incumbent Service Provider to ensure they can fulfil their service delivery obligations.
- 2.4.4 In addition to the above the Contractor will undertake a skills gap analysis to establish skills, licences, qualifications and experience of the current contract staff that will transfer on Contract commencement date and identify any gaps which could have a detrimental impact on Service Delivery. The Contractor must take appropriate corrective action to ensure a smooth transition of the services.

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- 2.4.5** The Contractor must provide the PSNI with documentary evidence that all staff on the contract are compliant with the legislative training requirements and identify any supplementary or additional training that may be required.
- 2.4.6** The Contractor should assure themselves that all transferring staff are competent to provide a high level of service for the provision of the full range of contractual requirements.
- 2.4.7** The Contractor must submit a plan detailing its proposals for continuous service function specific training throughout the length of the contract period which should as a minimum include appropriate customer service, First Aid, and control and restraint training in order that staff can effectively discharge their duties. The Contractor must also detail the frequency of refresher training to be delivered and a proposed schedule for such training.
- 2.4.8** The Contractor must ensure that adequate and accurate training records are maintained for all their staff and note that they may be requested for inspection by the client at any time. This will include staff trained by the Contractor and PSNI. The Contractor must provide training records that give assurances of training undertaken and completed.
- 2.4.9** 
- 2.4.10** All Contracted staff attending training must have completed or possess the necessary pre-requisites, appropriate accreditations or competences as outlined in the service function profile. For example, it will be the responsibility of the Contractor to provide Emergency First

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- Aid at Work to the accredited standard required by the PSNI for roles  

- 2.4.11** The Contractor will be responsible for Emergency First Aid at Work training, Health and Safety training, including any refresher training.
- 2.4.12** The Contractor must maintain a flagging system to ensure that refresher training is managed in a timely manner, and remains current at all times. It is the responsibility of the Contractor to ensure no member of staff loses their qualification in any area due to lack of arrangement.
- 2.4.13** The Contractor will be required to provide the PSNI College with a training schedule for 12 months in advance.
- 2.4.14** The Contractor must ensure that each member of the Contractor's Staff assigned to provide the services has successfully completed all specific training necessary to work on PSNI Premises before being assigned to work therein. All Contractors Staff assigned to work on any PSNI premises must be fully aware of PSNI standing orders pertaining to that specific location/site.
- 2.4.15** The Contractor must obtain and review any register, which contains procedures or instructions, provided by PSNI and held by the incumbent, to assure themselves that all staff transferring (under TUPE) have complied and signed any instruction issued prior to the commencement of this Contract.
- 2.4.16** The Contractor must agree an induction training plan with PSNI prior to Contract commencement.
- s.F31**  
**s.F31(1)**  
**s.F31(1)(a)**  
**s.F31(1)(b)**  
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**s.F43(2)**



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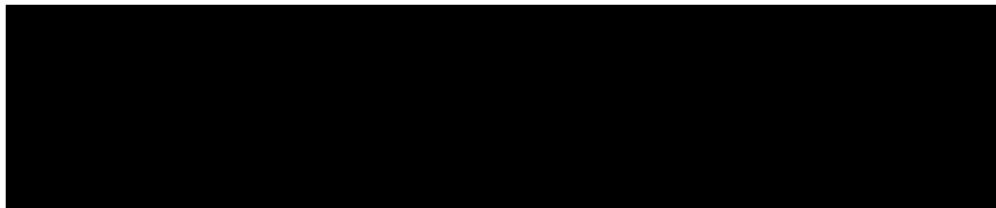
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**2.4.17** The Contractor must provide each member of the Contractor's staff assigned to operate security equipment with the appropriate training for the equipment.

**2.4.18** Where the Contractor's Staff require use of a PSNI procedure or instruction in the performance of their duties, PSNI will provide the Contractor's Staff with access to that procedure or instruction.

**2.4.19** Each member of the Contractor's staff must read any procedure or instruction provided by PSNI and Contractor must sign to say that they have been read and understood it.

**2.4.20**



PSNI will not be responsible for any mileage expenses or travelling incurred by Contractors' staff for attending training, nor the costs of any backfill if required. In addition the Contractors' staff will not be permitted to avail of PSNI accommodation during training.

s.F31  
s.F31(1)  
s.F31(1)(a)  
s.F31(1)(b)  
s.F43  
s.F43(2)

**2.4.21** PSNI will not be responsible for any cost incurred as a result of the Contractor staff job shadowing to develop skills and competency in any of the service functions.

**2.4.22** All mandatory training must be completed and maintained otherwise the Contractor will be required to remove staff.

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**2.4.23** The Contractor's Staff must be able to complete 100% attendance on any PSNI course otherwise the Contractor will be required to remove staff and will incur service credits.

**2.4.24** Contractor's Staff who leave the contract within 6 months from date of training commencement will result in reimbursement to the PSNI of all costs incurred by PSNI.

## **2.5 Recruitment**

**2.5.1** To meet the flexible service delivery requirements the Contractor must have a rolling recruitment schedule. This schedule should take cognizance of the time involved to process [REDACTED] [REDACTED] security clearances, pre-requisite training and licensing requirements and PSNI training course schedule.

s.F31  
s.F31(1)  
s.F31(1)(a)  
s.F31(1)(b)  
s.F43  
s.F43(2)

**2.5.2** Contractor's Staff recruited to the Contract must have or attain before being deployed, the necessary skills, pre-requisites and licences as outlined in the service function profiles.

**2.5.3** Within 55 days of receipt of TUPE information the Contractor shall agree a Recruitment and Training Plan setting out what reasonable endeavours the Contractor will make to deliver the recruitment and training aspirations as set out as follows:

### **New Entrant Trainee Opportunities**

**2.5.4** To maximise the employment of 'new entrant trainees', which should comprise a minimum of 25% of new security personnel engaged on

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the contract (be it through the Contractor or (Sub-Contractor) where a new entrant trainee is:

- a person that is leaving or has within the last 12 months left an educational establishment or a training provider, or
- a person aged under 25 that has been registered as a job-seeker for more than 26 weeks; or
- a person aged 25 or over that has been registered as a job-seeker for more than 52 weeks.

**2.5.5** To endeavour to provide that 5% of vacancies are filled by people that are covered by the NI Employment for People with Disabilities Strategy, if this can be accommodated within the contract requirements. These beneficiaries may also contribute to the new entrant trainee target, but need not do so.

**2.5.6** Provide that all vacancies are notified to Jobs and Benefits Offices and other agencies named by the Client or this purpose.

**2.5.7** The Contractor is required to provide accreditation to 'new entrant trainees' who don't already have it and they can avail of funding available e.g. through working with employability brokers or industry grants. Each new entrant trainee should be:

- provided with the opportunity to obtain: training and accreditation relevant to the tasks they are expected to perform;
- asked if they would like to receive support with numeracy, literacy and information technology; those that do must be signposted to sources of training and accreditation for these essential skills;
- supported in undertaking training e.g. through flexible working arrangements, where practicable.

**Business in Education**

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- 2.5.8** When requested by the Employer to work with education, training and job search providers to support the development of people aged under 25 e.g. through vocational talks, support for the curriculum, workplace visits and unwaged work experience.

**Monitoring Information**

- 2.5.9** The Contractor shall record information on new entrant trainee usage via a template provided by the Client, as requested by the Client from time to time.

- 2.5.10** Five days prior to each six-monthly client review meeting the Contractor shall complete a report on issues relating to the recruitment of new entrant trainees in accordance with the agreed Recruitment and Training Plan. The Client will supply a template for completion and subject to change the Contractor shall show:

- names of new recruits to the contract in the period;
- the date they commenced work;
- the date they finished work (if applicable);
- the means by which they were recruited (e.g. agency name);
- whether they are a new entrant trainee;
- whether they were aged under 25 when recruited;
- their previous status (unemployed or education leavers);
- whether they were recruited through an agency working specifically with people with a disability; and
- a report on issues relating to the recruitment of new entrant trainees in accordance with the agreed Recruitment and Training Plan.

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**2.6.1** In the current economic climate the PSNI has restricted budgets and must maximise efficiencies. On this basis the Contractor must support the PSNI in identifying and realising efficiencies during the Contract period, for example, through a revised service model, more innovative working practices or continuous improvement targets. The PSNI is keen to incentivise the Contractor to support the identification of efficiencies and will discuss appropriate gain share apportionment with the Contractor if any innovative improvements are introduced through the life of the Contract.

**2.6.2** The Contractor should consider scope to improve, redefine, redesign and re-engineer PSNI outsourced services delivery on an ongoing basis. The PSNI is seeking a partner who operates within a culture of analysis to drive and deliver continuous improvement and integration of people, processes and technology.

**2.6.3** The Contractor will be expected to adopt a continuous improvement culture and work with the PSNI to progressively deliver staff skill improvements, operational efficiencies, methodology and communication improvements.

**2.6.4** During the term of the Contract the Contractor will be required to report twice yearly to PSNI on continuous improvement initiatives identified planned and/or undertaken and associated savings, efficiencies or added value achieved.

## **2.7 Open Book Accounting**

**2.7.1** The Contractor will be required to adopt an open book accounting approach with full breakdown of costs including, direct and indirect

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labour rates, profit margins, and management fees disclosed as part of the costs for the delivery of all services.

### **3. Contract Management Requirements**

#### **3.1 General Contract Management**

**3.1.1** It is essential to the delivery of this Contract that the Contractor has a robust management structure in place across all service functions to ensure that all performance and day to day contractual matters can be resolved as early as possible so that operational services are not disrupted.

**3.1.2** The Contractor must produce a draft customer satisfaction survey plan, which shall be submitted for approval to the Client within three months of contract initiation. Questions posed by the survey must be agreed with the PSNI and the findings shared. PSNI will nominate staff who will respond to such surveys. The Contractor customer satisfaction survey must be conducted annually.

**3.1.3** The Contractor must outline their commitment to putting in place, by the commencement of the Contract, staff appraisal and discipline procedures and a commitment to working closely with the PSNI Contract Manager on such issues to ensure compliance at all times with the standards set by PSNI across all functions, in all aspects of managing this contract.

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- 3.1.4** The Contractor will be subject to scheduled and unscheduled security compliance checks undertaken by the client and/or its advisors.
- 3.1.5** By commencement of contract, the Contractor must have in place robust systems and processes for managing staffing allocation, including monitoring and reporting actual attendance to support contract management.
- 3.1.6** By commencement of the contract, the Contractor must have a detailed proposal covering their contract management procedures, identifying key roles, and responsibilities in delivering the required services. The Contractor must provide a typical job description for key management roles assigned to managing the contract and maintaining performance standards.

**3.2 Performance Management**

- 3.2.1** The Contractor's performance on the contract will be regularly monitored. A Contractor not delivering on contract requirements is a serious matter. It means the public purse is not getting what it is paying for. If a contractor fails to reach satisfactory levels of contract performance they will be given a specified time to improve. If, after the specified time, they still fail to reach satisfactory levels of contract performance, the matter will be escalated to senior management in Central Procurement Directorate (CPD) for further action. If this occurs and their performance still does not improve to satisfactory levels within the specified period, it may be regarded as an act of grave professional misconduct and they may be issued with a Notice of Written Warning or a Notice of Unsatisfactory Performance and the contract may be terminated.

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**3.2.2** The issue of any Notice of Written Warning will be formally recorded and may be taken into account by Centres of Procurement Expertise in the assessment of the Contractors performance in future procurements. This could result in the Contractor being excluded at the Department's discretion from participating in procurement competitions. The notice will be valid for a period of 12 months from the date of issue or the target date for completion of the contract, whichever occurs later.

**3.2.3** The issue of a Notice of Unsatisfactory Performance will be formally recorded and the Contractor will be required to declare this in future PQQ/ITT submissions, for a period of 3 years from the date of issue of the Notice. Department's may, at their discretion, exclude the Contractor from participating in future competitions, for a period of 3 years from the date of issue of the Notice. Termination may also be considered by the Client.

### **3.3 Performance Review Meetings**

**3.3.1** The Contractor will be required to participate in regular Performance and Contract Management reviews as illustrated in **Table 1** below. The Client will appoint a Contract Manager within PSNI to oversee the day to day management of the contract. The PSNI Contract Manager will be first point of contact for all contractual issues and will meet with the Contractor on a regular basis. The Contractor must ensure that suitable representatives attend all contract review meetings as and when required.

**3.3.2** The Contractor must, during the first eight weeks of the Contract commencing, attend weekly contract management meetings with PSNI's Contract Manager until the Contract is well established and then attend bi-weekly meetings to ensure effective and efficient management and running of the contract. These must be attended by



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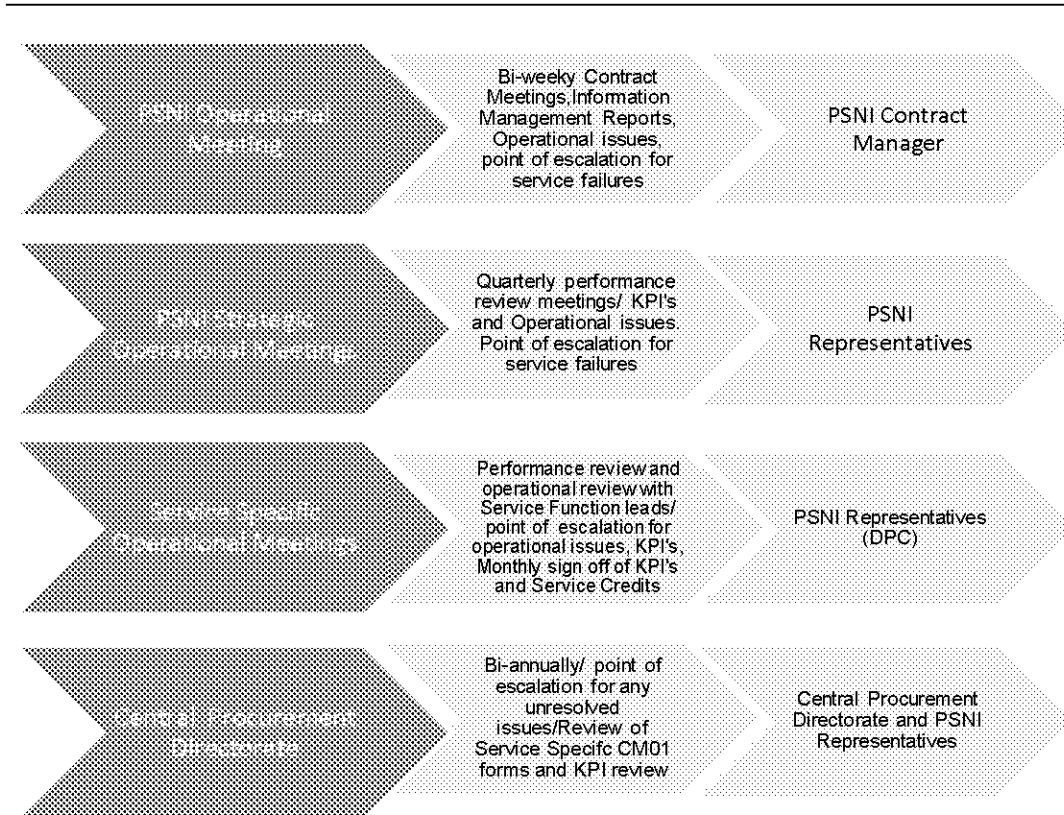
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the Regional Director/ Key Accounts Director and other appropriate senior staff in person at all times. Other Contractors Staff or PSNI staff can attend if necessary and by prior agreement, to discuss specific issues or resolve highlighted matters or issues forming part of the agenda.

- 3.3.3** The Contractor must, at the request of the Client, meet with nominated Client representatives to discuss major incidents or emerging service issues such as possible industrial action. These must be attended by the Regional Director/ Key Accounts Director and other appropriate senior staff in person at all times. The Contractor's Authorised Representative or other Contractor representative, as agreed with PSNI, must undertake liaison visits to each Sites/Premises at least once a month by prior arrangement with the established PSNI Site/premises liaisons.

**Table 1**

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**3.3.2** PSNI reserves the right to adjust, introduce new, or remove performance management review meetings throughout the contract term.

**3.3.3** The Contractor will prepare and supply the agenda (details to be agreed with PSNI's contract manager) and record minutes. The agenda must be supplied three working days prior to the meetings and the minutes subsequently supplied to the PSNI contract manager within 5 working days of the meeting for agreement/amendment. Minutes for the weekly/bi-weekly meetings will be agreed but should include the following as a guide;

- Previous Minutes;
- Action Points;
- Functions being delivered;

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- Staffing issues - training, SIA licensing, vetting, vacancies, absence management;
  - Review of performance against KPI's (Bi-Monthly); s.F31
  - Customer complaints; s.F31(1)
  - Public Complaints (██████████ & etc.); s.F31(1)(a)
  - Staffing levels & actual attendance; s.F31(1)(b)
  - Incident review; s.F43
  - Any further business. s.F43(2)

### 3.4 Contract Monitoring – Periodical Performance Review

3.4.1 A Contract Monitoring form (CM01) form will be completed on a quarterly basis for each Service Function to capture the Contractors performance. The Client may adjust the frequency of these review periods during the life of the Contract depending on the supplier's performance across the Contract. The supplier's performance including any poor performance or areas for improvement will be captured on the CM01 form and scored accordingly. The CM01 form will be issued to the Contractor and CPD. Where the Contractor wishes to query or contest any scores and/or comments they must do this in writing to the Contract Manager within 5 working days detailing their reasons. The scores and comments will be reviewed based on evidence presented by the Contractor and that held by the Client.

3.4.2 The CM01 forms for each Service Function are contained in Appendix F. The Client reserves the right to adjust weightings, remove and introduce new Performance Measures to the CM01 form during the Contract Term. CM01 forms and performance table are incorporated into the 'Contract Management Schedule' within the Terms and Conditions of Contract.

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- 3.4.3** Performance reviews are based on a weighted performance assessment model. Each Service Function has been allocated a maximum performance score and measured against a Satisfaction Indicator Scale based on the importance and operational risk to PSNI.

**Performance Satisfaction Indicator Scale**

- 3.4.4** Where performance has been identified as **green** no further action will be required unless the Client identifies and advises the Contractor of some minor improvements.

- 3.4.5** Where performance has been identified as **amber** the Contractor will be required to undertake a root cause assessment of the performance issues and submit detailed remedy plans to the Client on how performance will be improved. This must be submitted to the PSNI Contract Manager within 5 working days. The Contractor shall commit to improve its performance within 1 month from receipt of the plan. Where performance is not improved the matter will be escalated within PSNI and CPD. Any further action will be in accordance with the Terms and Conditions and Procurement Guidance Note 01/12 (as amended)

([https://www.finance-ni.gov.uk/sites/default/files/publications/dfp/PGN-01-12-Contract-Management-Principles-Procedures-July-2017\\_0.PDF](https://www.finance-ni.gov.uk/sites/default/files/publications/dfp/PGN-01-12-Contract-Management-Principles-Procedures-July-2017_0.PDF))

- 3.4.6** Where performance has been identified as **Red** the matter will be immediately escalated within PSNI and CPD. The Contractor will automatically be issued with a formal letter of unsatisfactory performance and will be required to remedy any deficiencies in contract performance within 10 working days or other such period as directed by the Client. Where there is no improvement in performance in the next review period the Contractor will be issued with a second formal letter of unsatisfactory performance. At this stage a poor performance

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meeting will be arranged with the Contractor and Senior Management from PSNI and CPD. The Contractor will be formally advised of any further action in accordance with the Terms and Conditions and Procurement Guidance Note 01/12 (as amended)

([https://www.finance-ni.gov.uk/sites/default/files/publications/dfp/PGN-01-12-Contract-Management-Principles-Procedures-July-2017\\_0.PDF](https://www.finance-ni.gov.uk/sites/default/files/publications/dfp/PGN-01-12-Contract-Management-Principles-Procedures-July-2017_0.PDF)).

Again the Contractor will be required to remedy any deficiencies in contract performance within 10 working days or other period as directed by the Client.

**3.4.7** If performance does not reach an acceptable standard after 3 consecutive months the Client may exercise its right depending on the gravity of the issue to terminate all or of the Contract in accordance with the Terms and Conditions or introduce other comparable sanctions in lieu of termination.

**3.4.8** In addition, where the Contractor attains a score of 2 or below on the satisfaction scale for each performance area on the CM01 they will be required to undertake a root cause assessment and submit detailed plans to PSNI on how services will be improved in these areas. This must be submitted to the PSNI Contract Manager within 5 working days. The Contractor shall commit to improve its performance within 1 month from receipt of the plan. Where performance is not improved the matter will be escalated within PSNI and CPD. Any further action will be in accordance with the Terms and Conditions and Procurement Guidance Note 01/12 (as amended)

[https://www.finance-ni.gov.uk/sites/default/files/publications/dfp/PGN-01-12-Contract-Management-Principles-Procedures-July-2017\\_0.PDF](https://www.finance-ni.gov.uk/sites/default/files/publications/dfp/PGN-01-12-Contract-Management-Principles-Procedures-July-2017_0.PDF).

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### **3.5 Key Performance Indicators (KPIs)**

- 3.5.1** The Contractor shall comply with all its obligations related to KPIs set out in this Contract. The Contractor shall measure the Performance and Availability of the Services against each of the specific Key Performance Indicators (KPIs) set out in Appendix 2 in each Measurement Period (monthly or quarterly).
- 3.5.2** The KPI Schedule at **Appendix E** details the Target Compliance Measures which the Contractor must achieve. The Contractor will be required to meet the Compliance Measure for each KPI together with any level of tolerance which may apply.
- 3.5.3** The KPIs are intended to be quantifiable measurements that reflect key elements of the Contract requirements and are based on key areas of service where a weakness or failure could result in a major impact. The purpose of the KPIs is to ultimately drive future improvements in the service provision delivery. The Contractor will be required to implement within the contract a KPI monitoring system which shall be maintained and updated on a monthly basis by the Contractor.
- 3.5.4** The Contractor is required to achieve the expected service levels. Where figures indicate a level of service that is below that required for the Contract, the Contractor shall perform the remedial actions necessary to bring the services to the required performance level.
- 3.5.5** The Client reserves the right to adjust, introduce new, or remove KPIs throughout the Contract Period. The Contractor will be given prior notice of any changes to the KPIs.

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**3.5.6** The Contractor will be expected to be fully mobilised prior to the contract commencement date as the KPIs will apply from the commencement date and no bedding in period will apply\*(\*With the exception of KPI 9 'Implementation of Services' which will apply from the contract award date).

**3.5.7** A system of Service Credits will be used to calculate the deductions applied arising out of Service Failures as detailed in Section 3.6 below.

**3.6 Service Credits**

**3.6.1** The KPIs will be measured on a monthly or quarterly basis as detailed in the KPI Schedule. KPIs will be measured by the Contractor and reports submitted to the Contractor Manager in accordance with Section 6 of this document. The Contract Manager will record any service level failures on a KPI monitoring sheet against each of the KPIs. Each KPI depending on its importance to the Client will be scored as a Pass or Fail or a performance measurement figure of 1, 2, 3 or 4 as detailed in the Index ratings below. Service Credits will be reviewed annually and PSNI reserves the right to adjust, remove and introduce new Service Credits during the Contract Term.

**Performance Index Ratings**

**Pass/Fail Score**

**3.6.2** If the Contractor fails in a KPI which has been identified as a **pass/fail**, then the Contractor would be deemed to have failed to deliver a level of Service as specified within the Specification [REDACTED]

[REDACTED]

s.F31  
s.F31(1)  
s.F31(1)(a)  
s.F31(1)(b)  
s.F43  
s.F43(2)

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credit will be applied to the monthly purchase order value until the standard is met.

**1,2,3,4 Score**

- 4 Performance level has been fully met, fully compliant with Specification of requirements (no service credit applied)
- 3 Improvement required, minor shortcomings in expected performance level (no service credit applied and the Contractor will be expected to put in place remedial actions to rectify the minor shortcomings.)
- 2 Improvement required, significant shortcomings in expected performance level (no service credit in the first month, however if each subsequent month the Contractor's performance shows no improvement, [REDACTED] until the standard is met.)
- 1 Failure to deliver requirements of Specification and Contractor has failed to meet expected performance level (a service credit [REDACTED] until the standard is met.)

s.F31  
s.F31(1)  
s.F31(1)(a)  
s.F31(1)(b)  
s.F43  
s.F43(2)

**3.6.3** Service credits will be applied in all cases, for each KPI that is measured during the monitoring period using the performance index detailed above. Discretion may be applied by the Client where the Contractor can provide material evidence of exceptional, extenuating circumstances and that all reasonable steps were taken to mitigate against these failures in service delivery.

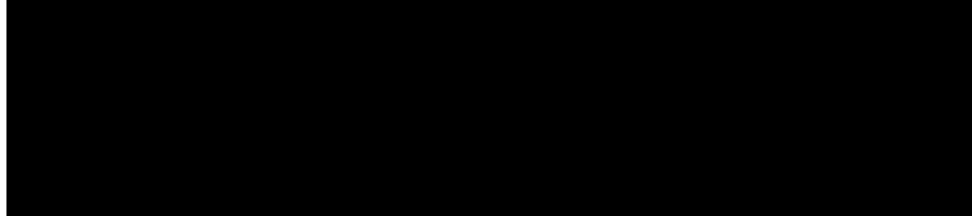


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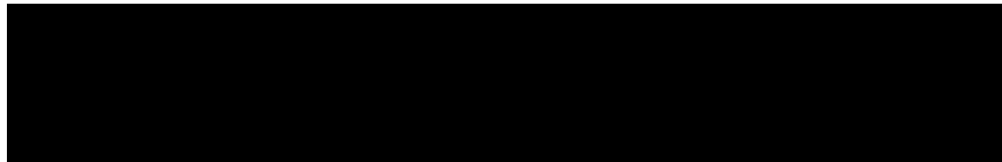
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**3.6.4** The Performance Indicator Scale for all Service Credits is included in the KPI Schedule at **Appendix E**.

**3.6.5**



**3.6.6**



**Payment of Service Credits**

s.F31  
s.F31(1)  
s.F31(1)(a)  
s.F31(1)(b)  
s.F43  
s.F43(2)

**3.6.5**



### **3.7 Management Reporting**

**3.7.1** The Contractor will be required to operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver timely and accurate Management Information (MI) to the Client in accordance with the provisions outlined below. The Contractor shall also supply such Management Information as and when required by the Client.

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**3.7.2** The Contractor will provide timely, full, accurate and complete Management Information reports to the Client which incorporates the data and in the correct format. The Client may request the Contractor to make changes to the reports including the data required or format of the report. The Client shall give notice in writing of any such change to any report and shall specify the date from which the replacement report/s shall take effect.

**Frequency and Submission of Reports:**

**3.7.3** All MI Reports must be completed by the Contractor and submitted to the PSNI Contract Manager on or prior to the Reporting Date every Month during the Contract Period and thereafter, until all transactions relating to the contract have ceased. The submission date for all monthly MI reports is the 7<sup>th</sup> of each month.

**3.7.4** The completed MI Report shall be completed electronically and returned to the PSNI Contract Manager.

**MI Reports:**

The table below details the MI reports which the Contractor must submit to the PSNI Contract Manager




| Reference | Report Type | Report Details   |
|-----------|-------------|--|
| MI01      | [REDACTED]  | Monthly report which provides a breakdown of all [REDACTED] staff assigned to this contract. The number of renewals due on a rolling 12 month basis and details of applications currently in |

s.F31  
s.F31(1)  
s.F31(1)(a)  
s.F31(1)(b)  
s.F43  
s.F43(2)

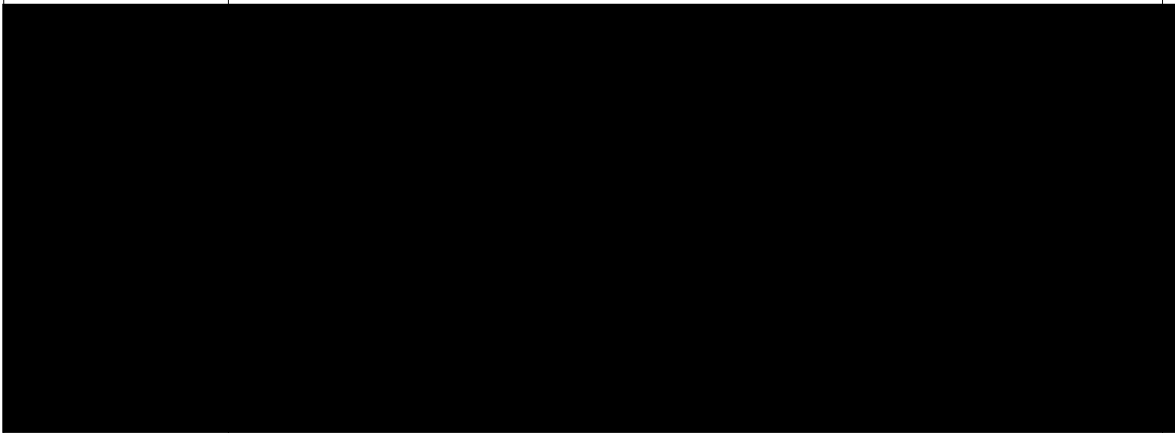
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|      |  |  |
|------|--|--|
|      |  | process with Police Vetting as per timelines in the Specification of Requirements.   |
| MI02 | SIA                                    | Monthly report which provides a breakdown of all SIA licensed staff assigned to this contract. The number of renewals due on a rolling 12 month basis and details of applications currently in process.  |
| MI03 | Workforce Training - Course Attendance | Quarterly report which details attendance numbers at all PSNI training courses including details of non-attendees and any courses cancelled as a result of insufficient numbers.   |
| MI04 | Workforce Training – Training Records  | Monthly report which provides details of all current training held, details of all training due to expire on a rolling 12 month basis and staff in process of completing either new or refresher training. This must be broken down against each service function.   |
| MI05 | Attendance                             | Monthly report that provides a breakdown of all attendance across all functions and across all PSNI sites. The report must include details of absent staff, staff that left their post during their shift and all occasions where back-fill was required on the part of the Contractor. Where back-fill was provided by PSNI this must also be included in the report. |
| MI06 | Health & Safety                        | Monthly report that provides a breakdown of all near misses, incidents or accidents on PSNI premises including details of corrective actions put in place. The report must clearly detail time and date of incident and when the incident was reported to PSNI and when the incident was closed.   |
| MI07 | Workforce Planning                     | Monthly report that provides a breakdown of staff resources deployed on this contract including staff  |

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|      |  |   |
|------|--|---|
|      |  | contingency, planned recruitment exercises, scheduled training, leavers.  |
| MI08 | Representativeness   | Bi-annually Report that provides details of the Contractors recruitment and deployment approach to include geographical mix and Section 75 compliance. How the Contractor actively targets key sectors of the population to achieve this and comply with all relevant and current employment legislation. |
| MI09 | Security   | Monthly Report    |
| MI10 |  |    |
| MI11 | CCTV   | Monthly report which provides a breakdown of CCTV activity including downloads and any breaches of PSNI policy.   |

s.F31  
s.F31(1)  
s.F31(1)(a)  
s.F31(1)(b)  
s.F43  
s.F43(2)



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**3.7.6** It is essential that the PSNI receives timely and accurate Management Information pursuant to this Contract because Management Information is used by the PSNI to inform strategic decision making, financial management and measure the Supplier's performance against KPIs.

**3.7.7** Where an MI failure occurs on the part of the Contractor, the Contract Manager may issue reminders to the Contractor or require the Contractor to rectify defects in the MI Report provided to the Client. The Contractor shall rectify any deficient or incomplete MI Reports as soon as possible and not more than five (5) Working Days following receipt of any such reminder.

[REDACTED]

s.F31

s.F31(1)

s.F31(1)(a)

s.F31(1)(b)

**3.7.8**

[REDACTED]

s.F43

s.F43(2)

**4.0 Costs**

**4.1** All prices submitted will remain fixed for the initial contract period. For contract Extensions any variation in Contract Price shall be calculated in accordance with the percentage change in the Office of National Statistics' Consumer Prices Index (CPI). For the first optional extension period any price variation will be based on the percentage change between the Commencement Date of the contract and the date 6 months before the end of the Initial Contract Period. For all subsequent extensions the price variation will be based on the percentage change between the commencement date of the current extension period and

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the date 6 months prior to the end of the current extension period. Any price variation will take effect from the first day of the optional period of extension.

**4.2** No price increases during the initial contract period will be permitted in relation to any aspect of Contract costs.

**4.3** The cost of any annual pay/reviews increases, rewards, incentives, bonus or payment by results schemes operated by the Contractor shall be borne by the Contractor and is included in their costs for each service function. Billable hours under the Contract will not include rest periods (i.e. breaks). PSNI will only pay for actual hours delivered. The cost of holidays with pay and of statutory holidays are borne by the Contractor. Any back-fill required by the contractor (e.g. Replacement Personnel to cover training leave/sick absence/annual leave) will be at the Contractors expense and will not be paid by PSNI.

**4.3** All prices tendered must be inclusive of all charges incurred by the Contractor in relation to the delivery of these services including but not limited to staff costs, security and [REDACTED] licences, uniforms, PPE, training and equipment, break cover, travel and subsistence including attendance at training courses.

s.F31  
s.F31(1)  
s.F31(1)(a)  
s.F31(1)(b)  
s.F43  
s.F43(2)

**4.4** All minimum / living wage increases should be factored into the price tendered. Further consideration will be strictly in accordance with the Terms and Conditions of Contract.

**5.0 Invoicing & Payments**

**Invoicing**

**5.1** The Supplier shall submit invoices to the following address:-

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Preferred by email to: [einvoices@psni.pnn.police.uk](mailto:einvoices@psni.pnn.police.uk) in pdf or xml format, or in hard copy to:

**Police Service of Northern Ireland  
Invoice Registration Section  
Accounts Office  
Financial Services  
42 Montgomery Road  
Belfast  
BT6 9LD**

- 5.2** Invoices must be submitted within seven days of delivery of goods / provision of services.
- 5.3** The invoice shall specify:-
- a) the Contract reference number and order number;
  - b) a detailed description of the services;
  - c) a detailed and transparent breakdown of **all** relevant charges for each service function.
- 5.4** All retrospective adjustments to an invoice will be made in a subsequent invoice.
- 5.5** Annual charges will be invoiced in part, quarterly in arrears.
- 5.6** All charges incur VAT at the rate set by the Government at the time of invoicing.
- 5.7** The Contractor will invoice the Client according to actual hours worked excluding all break cover.

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**Payment**

- 5.7** Payment shall be made in full within thirty (30) days of receipt of a properly constituted invoice.
- 5.8** The Supplier should provide the information as required in the pricing schedule.
- 5.9** Subject to agreement with the Supplier PSNI reserve the right to utilise the Government Procurement Card for payment of goods and services under the contract.
- 5.10** Where there is a variance between the scheduled/ budgeted hours and actual hours delivered the Contractor must provide a written explanation to the PSNI's Contract Manager and discuss at the bi-weekly contract management meeting.

**6.0 Implementation of New Contract**

**Knowledge Transfer**

- 6.1** Where the successful Contractor is not the current provider, PSNI expects the new Contractor will take all appropriate steps to obtain the required knowledge as quickly and efficiently as possible from the current service provider. Upon award of the contract, the Contractor must identify key areas where existing knowledge and expertise is required and indicate their preferred means of knowledge transfer.

**Transition/Implementation Plan**

- 6.2** The Contractor will discuss and finalise the implementation plan at the Contract initiation meeting as detailed in their tender submission



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detailing the transition to the new Contract: - The implementation plan must include but not limited to:

- (a) A detailed Transition Plan to the new contract including key dates, goals and milestones with supporting methodology, setting out resource allocation and the respective roles and responsibilities; time frames to deliver the service provision without any degradation to service or repudiation of reputation;
- (b) Supporting documentation describing the contractors approach and methodology to transition including training and induction requirements, maintaining standardised assignment instructions, developing risk register for each site, and/or service function and monitoring progress;
- (c) If applicable how the TUPE process will be managed, including establishment of payroll details, security clearances, equipment and uniforms; demonstrate how you will ensure that Contract staff will have the appropriate skills, qualification, training and induction from the commencement of the contract;
- (d) How the Contractor will assist PSNI in managing change. Tenderers must detail what systems will be used to communicate and interface directly with Premises Officers and PSNI Contract Management.
- (e) How the Contractor will assess and manage risks and deal with current and new accidents and incidents
- (f) How the Contractor will ensure full compliance with all relevant SIA licensing legislation by the commencement date. The Contractor must also detail how they will ensure compliance with SIA licensing legislation throughout the period of the contract.

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- 6.3** The Contractor must detail the all of the Contractor's proposed transitional responsibilities.
- 6.4** The Contractor must ensure that the transition to the new Contract is seamless, smooth and without interruption to the existing service or to the Client's business.
- 6.5** The Contractor must agree with PSNI the final Implementation plan within one month after the contract award. Implementation of the plan will be subject to KPI review.
- 6.6** The Contractor will be required to put in place a communication plan which will ensure there is effective and robust communication with the Contract Manager and other PSNI stakeholders. The Contract Manager will require a weekly update with the Contractor during the implementation period (i.e. between contract award dare and commencement date of contract) to discuss progress against the implementation plan and ensure service delivery on commencement of the Contract.
- 6.7** The Contractor must confirm its proposed testing, training and acceptance criteria supporting the Implementation Plan.
- 6.8** The Contractor must support the Client in managing change throughout the service transition. This support will include but will not be limited to the following:
- (a) Agreeing induction and confirm completion prior to service delivery initiation;

**NOT PROTECTIVELY MARKED**

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**(b)** Agreeing site specific Assignment Instructions to cover the full range of Services with the Client's nominated Contract Manager; and

**(c)** Meeting with Client's Operational Managers.

- 6.9** The Contractor must clearly state their commitment to recruit, train and retain staff with the skills necessary to provide the services across all functions required by PSNI. Necessary and mandatory training must be completed and remain current otherwise the Contractor will be requested to remove staff from functions
- 6.10** The Contractor must deliver a proposal for managing a staff recruitment programme demonstrating how it will employ an integrated recruitment approach in order to get the best possible balance of gender, age and community background to enhance investment in the community and that it will actively target key sectors of the population to achieve this whilst complying with relevant employment legislation.
- 6.11** The Contractor will undertake a skills gap analysis to establish skills, licences, qualifications and experience of the current contract staff that will transfer on Contract commencement date and identify any gaps which could have a detrimental impact on Service Delivery. The Contractor must take appropriate corrective action to ensure a smooth transition of the services.

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**CONTRACT PERFORMANCE MONITORING FORM (CM01) - PSNI SECURITY AND OPERATIONAL SUPPORT SERVICES**

|                              |                   |      |
|------------------------------|-------------------|------|
| <b>SERVICE FUNCTION</b>      | Security Guarding |      |
| <b>REVIEW PERIOD</b>         | TO                | FROM |
| <b>COMPLETED BY</b>          |                   |      |
| <b>DATE</b>                  |                   |      |
| <b>TOTAL MARKS ALLOCATED</b> | 200               |      |

| Scale of Satisfaction (Performance Area) |   |
|--|---|
| 5  | Excellent; Contractor performance exemplary with no issues  |
| 4  | Good; Contractor performance was good in this area (some minor issues but not serious)  |
| 3  | Average; Contractors Performance was average (some areas of improvement required but not serious)   |
| 2  | Below Average; Contractors performance was below average (Improvement is required in this area)   |
| 1  | Poor; Contractors performance was poor in this area (Immediate improvement is required). Close Monitoring required  |
| 0  | Unacceptable - Contractor has failed to deliver the requirements (Immediate improvement is required and corrective actions put in place). Contractor formally advised |

Note: Please refer to Contract Management Protocol when completing this form and applying the Contractor Performance Indicator Scale

| Contract Performance Area  | Weighting | Satisfaction Score* | Weighted Score | Justification |
|--|-----------|---------------------|----------------|---------------|
| SGP1<br>Quality and competence of Contractors Staff (Professional image/Service Delivery/Dress code, Adherence to Standing Orders) | 7         |                     | 0              |               |
| SGP2<br>Responsiveness of Contractor to resolving operational and performance/conduct issues                                       | 6         |                     | 0              |               |
| SGP3<br>Health & Safety (Adherence to Procedures/Incident Reporting)   | 6         |                     | 0              |               |
| SGP4<br>Flexible provision and deployment of Security Guards to demand model   | 6         |                     | 0              |               |
| SGP5<br>Quality of Contractors overall management of Security Guard Function   | 5         |                     | 0              |               |
| SGP6<br>Contract Administration (Management Reporting/Service Procedures/Discipline/Invoicing)                                     | 5         |                     | 0              |               |
| SGP7<br>Communication across Service Function (Client/Contractors Staff)   | 5         |                     | 0              |               |

|   |  |
|---|--|
| <b>Total Performance Score Awarded</b>                    |  |
| Please send completed form to: @example.psn.pnn.police.uk |  |

| Contractor Performance Indicator Scale |               |  |
|--|---------------|--|
| Amber                                  | Less than 130 | Please refer to Section 3 of Performance Management Schedule |
| Amber                                  | 130 - 159     | Please refer to Section 3 of Performance Management Schedule |
| Green                                  | 160-200       | Please refer to Section 3 of Performance Management Schedule |

**CONTRACT PERFORMANCE MONITORING FORM (CM01) - PSNI SECURITY AND OPERATIONAL SUPPORT SERVICES**

|                              |            |      |
|------------------------------|------------|------|
| <b>SERVICE FUNCTION</b>      | [REDACTED] |      |
| <b>REVIEW PERIOD</b>         | TO         | FROM |
| <b>COMPLETED BY</b>          |            |      |
| <b>DATE</b>                  |            |      |
| <b>TOTAL MARKS ALLOCATED</b> | 200        |      |

| Scale of Satisfaction (Performance Area)* |   |
|---|---|
| 5   | Excellent; Contractor performance exemplary with no issues  |
| 4   | Good; Contractor performance was good in this area (some minor issues but not serious)  |
| 3   | Average; Contractors Performance was average (some areas of improvement required but not serious)   |
| 2   | Below Average; Contractors performance was below average (Improvement is required in this area)   |
| 1   | Poor; Contractors performance was poor in this area (Immediate improvement is required). Close Monitoring required  |
| 0   | Unacceptable - Contractor has failed to deliver the requirements (Immediate improvement is required and corrective actions put in place). Contractor formally advised |

Note: Please refer to Contract Management Protocol when completing this form and applying the Contractor Performance Indicator Scale

| Contract Performance Area   | Weighting | Satisfaction Score* | Weighted Score | Justification |
|---|-----------|---------------------|----------------|---------------|
| Quality and competence of [REDACTED] (Professional image/Service Delivery/Dress code, Adherence to Standing Orders) | 6         |                     | 0              |               |
| Responsiveness of Contractor to resolving operational and performance/conduct issues raised by District Policing    | 6         |                     | 0              |               |
| Health & Safety (Adherence to Procedures/Incident Reporting)  | 5         |                     | 0              |               |
| Provision and deployment of staff resources to meet PSNI demand Model   | 7         |                     | 0              |               |
| Quality of Contractors overall management of [REDACTED] Function  | 6         |                     | 0              |               |
| Contract Administration (Management Reporting/Service Procedures/Discipline/Invoicing, etc)                         | 5         |                     | 0              |               |
| Communication across Service Function (Client/Contractors Staff)  | 5         |                     | 0              |               |
| <b>Total Performance Score Awarded</b>  |           |                     |                |               |

s.F31  
s.F31(1)  
s.F31(1)(a)  
s.F31(1)(b)  
s.F43  
s.F43(2)

Please send completed form to: @example.psn.pnn.police.uk

| Contractor Performance Indicator Scale |               |   |
|--|---------------|---|
|  | Less than 130 | Please refer to Section 3 of Performance Management |
| Amber                                  | 130 - 159     | Please refer to Section 3 of Performance Management |
| Green                                  | 160-200       | Please refer to Section 3 of Performance Management |

**CONTRACT PERFORMANCE MONITORING FORM (CM01) - PSNI SECURITY AND OPERATIONAL SUPPORT SERVICES**

s.F31  
s.F31(1)  
s.F31(1)(a)  
s.F31(1)(b)  
s.F43  
s.F43(2)

|                              |            |      |
|------------------------------|------------|------|
| <b>SERVICE FUNCTION</b>      | [REDACTED] |      |
| <b>REVIEW PERIOD</b>         | TO         | FROM |
| <b>COMPLETED BY</b>          |            |      |
| <b>DATE</b>                  |            |      |
| <b>TOTAL MARKS ALLOCATED</b> | 200        |      |

| <b>Scale of Satisfaction (Performance Area)*</b> |   |
|--|---|
| 5  | Excellent; Contractor performance exemplary with no issues  |
| 4  | Good; Contractor performance was good in this area (some minor issues but not serious)  |
| 3  | Average; Contractors Performance was average (some areas of improvement required but not serious)   |
| 2  | Below Average; Contractors performance was below average (Improvement is required in this area)   |
| 1  | Poor; Contractors performance was poor in this area (Immediate improvement is required). Close Monitoring required  |
| 0  | Unacceptable - Contractor has failed to deliver the requirements (Immediate improvement is required and corrective actions put in place). Contractor formally advised |

Note: Please refer to Contract Management Protocol when completing this form and applying the Contractor Performance Indicator Scale

| Contract Performance Area  | Weighting | Satisfaction Score* | Weighted Score | Justification |
|--|-----------|---------------------|----------------|---------------|
| Quality and competence of [REDACTED] (Professional image/Service Delivery/Dress code, Punctuality, Safety etc)       | 7         |                     | 0              |               |
| Responsiveness of Contractor to resolving operational and performance/conduct issues raised by [REDACTED] Management | 7         |                     | 0              |               |
| Provision and deployment of staff resources to meet PSNI demand for [REDACTED]                                       | 7         |                     | 0              |               |
| Quality of Contractors overall Management of Function  | 7         |                     | 0              |               |
| Contract Administration (Management Reporting/Service Procedures/Discipline/Invoicing, etc)                          | 6         |                     | 0              |               |
| Communication across Service Function (Client/Contractors Staff)   | 6         |                     | 0              |               |
| <b>Total Performance Score Awarded</b>   |           |                     |                |               |

Please send completed form to: @example.psn.pnn.police.uk

| Contractor Performance Indicator Scale |               |  |
|--|---------------|--|
|  | Less than 130 | Please refer to Section 3 of Performance Management Schedule |
| Amber                                  | 130 - 159     | Please refer to Section 3 of Performance Management Schedule |
| Green                                  | 160-200       | Please refer to Section 3 of Performance Management Schedule |



**CONTRACT PERFORMANCE MONITORING FORM (CM01) - PSNI SECURITY AND OPERATIONAL SUPPORT SERVICES**

|                              |                              |      |
|------------------------------|------------------------------|------|
| <b>SERVICE FUNCTION</b>      | Property Management Function |      |
| <b>REVIEW PERIOD</b>         | TO                           | FROM |
| <b>COMPLETED BY</b>          |                              |      |
| <b>DATE</b>                  |                              |      |
| <b>TOTAL MARKS ALLOCATED</b> | 200                          |      |

| <b>Scale of Satisfaction (Performance Area)*</b> |   |
|--|---|
| <b>5</b>   | Excellent; Contractor performance exemplary with no issues  |
| <b>4</b>   | Good; Contractor performance was good in this area (some minor issues but not serious)  |
| <b>3</b>   | Average; Contractors Performance was average (some areas of improvement required but not serious)   |
| <b>2</b>   | Below Average; Contractors performance was below average (Improvement is required in this area)   |
| <b>1</b>   | Poor; Contractors performance was poor in this area (Immediate improvement is required). Close Monitoring required  |
| <b>0</b>   | Unacceptable - Contractor has failed to deliver the requirements (Immediate improvement is required and corrective actions put in place). Contractor formally advised |

**Note: Please refer to Contract Management Protocol when completing this form and applying the Contractor Performance Indicator Scale**

|      | <b>Contract Performance Area</b>  | <b>Weighting</b> | <b>Satisfaction Score*</b> | <b>Weighted Score</b> | <b>Justification</b> |
|------|---|------------------|----------------------------|-----------------------|----------------------|
| PMP1 | Quality and competence of Property Managers (Professional image/Service Delivery/Dress code, etc)   | 5                |                            | 0                     |                      |
| PMP2 | Responsiveness of Contractor to resolving operational and performance/conduct issues raised by PSNI | 6                |                            | 0                     |                      |
| PMP3 | Health & Safety (Adherence to Procedures/Incident Reporting)  | 6                |                            | 0                     |                      |
| PMP4 | Provision and deployment of staff resources to meet PSNI demand for Property Managers               | 6                |                            | 0                     |                      |
| PMP5 | Quality of Contractors overall management of Function   | 6                |                            | 0                     |                      |
| PMP6 | Contract Administration (Management Reporting/Service Procedures/Discipline/Invoicing, etc)         | 6                |                            | 0                     |                      |

|   |   |   |  |   |  |
|---|---|---|--|---|--|
| PMP7  | Communication across Service Function<br>(Client/Contractors Staff) | 5 |  | 0 |  |
| Total Performance Score Awarded                           |   |   |  |   |  |
| Please send completed form to: @example.psn.pnn.police.uk |   |   |  |   |  |

| Contractor Performance Indicator Scale |               |  |
|--|---------------|--|
|  | Less than 120 | Please refer to Section 3 of Performance Management Schedule |
| Amber                                  | 120 - 159     | Please refer to Section 3 of Performance Management Schedule |
| Green                                  | 160-200       | Please refer to Section 3 of Performance Management Schedule |

**CONTRACT PERFORMANCE MONITORING FORM (CM01) - PSNI SECURITY AND OPERATIONAL SUPPORT SERVICES**

|                              |            |      |
|------------------------------|------------|------|
| <b>SERVICE FUNCTION</b>      | [REDACTED] |      |
| <b>REVIEW PERIOD</b>         | TO         | FROM |
| <b>COMPLETED BY</b>          |            |      |
| <b>DATE</b>                  |            |      |
| <b>TOTAL MARKS ALLOCATED</b> | 200        |      |

| <b>Scale of Satisfaction (Performance Area)*</b> |   |
|--|---|
| <b>5</b>   | Excellent; Contractor performance exemplary with no issues  |
| <b>4</b>   | Good; Contractor performance was good in this area (some minor issues but not serious)  |
| <b>3</b>   | Average; Contractors Performance was average (some areas of improvement required but not serious)   |
| <b>2</b>   | Below Average; Contractors performance was below average (Improvement is required in this area)   |
| <b>1</b>   | Poor; Contractors performance was poor in this area (Immediate improvement is required). Close Monitoring required  |
| <b>0</b>   | Unacceptable - Contractor has failed to deliver the requirements (Immediate improvement is required and corrective actions put in place). Contractor formally advised |

- s.F31
- s.F31(1)
- s.F31(1)(a)
- s.F31(1)(b)
- s.F43
- s.F43(2)

Note: Please refer to Contract Management Protocol when completing this form and applying the Contractor Performance Indicator Scale

| <b>Contract Performance Area</b>   | <b>Weighting</b> | <b>Satisfaction Score*</b> | <b>Weighted Score</b> | <b>Justification</b> |
|--|------------------|----------------------------|-----------------------|----------------------|
| Quality and competence of [REDACTED] (Professional image/Service Delivery/Dress code, etc)                           | 6                |                            | 0                     |                      |
| Responsiveness of Contractor to resolving operational and performance/conduct issues raised by [REDACTED] Management | 7                |                            | 0                     |                      |
| Provision and deployment of staff resources to meet PSNI demand for [REDACTED]                                       | 7                |                            | 0                     |                      |
| Quality of Contractors overall management of Function  | 7                |                            | 0                     |                      |
| Contract Administration (Management Reporting/Service Procedures/Discipline/Invoicing, etc)                          | 7                |                            | 0                     |                      |
| Communication across Service Function (Client/Contractors Staff)   | 6                |                            | 0                     |                      |
| <b>Total Performance Score Awarded</b>   |                  |                            |                       |                      |

Please send completed form to: @example.psn.pnn.police.uk

| Contractor Performance Indicator Scale |               |  |
|--|---------------|--|
|  | Less than 120 | Please refer to Section 3 of Performance Management Schedule |
| Amber                                  | 121 - 159     | Please refer to Section 3 of Performance Management Schedule |
| Green                                  | 160-200       | Please refer to Section 3 of Performance Management Schedule |

**CONTRACT PERFORMANCE MONITORING FORM (CM01) - PSNI SECURITY AND OPERATIONAL SUPPORT SERVICES**

|                              |            |      |
|------------------------------|------------|------|
| <b>SERVICE FUNCTION</b>      | [REDACTED] |      |
| <b>REVIEW PERIOD</b>         | TO         | FROM |
| <b>COMPLETED BY</b>          |            |      |
| <b>DATE</b>                  |            |      |
| <b>TOTAL MARKS ALLOCATED</b> | 200        |      |

| <b>Scale of Satisfaction (Performance Area)*</b> |   |
|--|---|
| <b>5</b>   | Excellent; Contractor performance exemplary with no issues  |
| <b>4</b>   | Good; Contractor performance was good in this area (some minor issues but not serious)  |
| <b>3</b>   | Average; Contractors Performance was average (some areas of improvement required but not serious)   |
| <b>2</b>   | Below Average; Contractors performance was below average (Improvement is required in this area)   |
| <b>1</b>   | Poor; Contractors performance was poor in this area (Immediate improvement is required). Close Monitoring required  |
| <b>0</b>   | Unacceptable - Contractor has failed to deliver the requirements (Immediate improvement is required and corrective actions put in place). Contractor formally advised |

s.F31  
s.F31(1)  
s.F31(1)(a)  
s.F31(1)(b)  
s.F43  
s.F43(2)

Note: Please refer to Contract Management Protocol when completing this form and applying the Contractor Performance Indicator Scale

| <b>Contract Performance Area</b>   | <b>Weighting</b> | <b>Satisfaction Score*</b> | <b>Weighted Score</b> | <b>Justification</b> |
|--|------------------|----------------------------|-----------------------|----------------------|
| Quality and competence of [REDACTED] Operators (Professional image/Service Delivery/Dress code, etc)                 | 6                |                            | 0                     |                      |
| Responsiveness of Contractor to resolving operational and performance/conduct issues raised by [REDACTED] Management | 7                |                            | 0                     |                      |
| Provision and deployment of staff resources to meet PSNI demand for [REDACTED] Operators                             | 7                |                            | 0                     |                      |
| Quality of Contractors overall Management of Function  | 7                |                            | 0                     |                      |
| Contract Administration (Management Reporting/Service Procedures/Discipline/Invoicing, etc)                          | 6                |                            | 0                     |                      |
| Communication across Service Function (Client/Contractors Staff)   | 7                |                            | 0                     |                      |

|  |
|--|
| Total Performance Score Awarded                            |
| Please send completed form to: @example.psnl.pnn.police.uk |

| Contractor Performance Indicator Scale |               |  |
|--|---------------|--|
|  | Less than 120 | Please refer to Section 3 of Performance Management Schedule |
| Amber                                  | 120 - 159     | Please refer to Section 3 of Performance Management Schedule |
| Green                                  | 160-200       | Please refer to Section 3 of Performance Management Schedule |

**CONTRACT PERFORMANCE MONITORING FORM (CM01) - PSNI SECURITY AND OPERATIONAL SUPPORT SERVICES**

|                              |            |      |
|------------------------------|------------|------|
| <b>SERVICE FUNCTION</b>      | [REDACTED] |      |
| <b>REVIEW PERIOD</b>         | TO         | FROM |
| <b>COMPLETED BY</b>          |            |      |
| <b>DATE</b>                  |            |      |
| <b>TOTAL MARKS ALLOCATED</b> | 200        |      |

| <b>Scale of Satisfaction (Performance Area)*</b> |   |
|--|---|
| 5  | Excellent; Contractor performance exemplary with no issues  |
| 4  | Good; Contractor performance was good in this area (some minor issues but not serious)  |
| 3  | Average; Contractors Performance was average (some areas of improvement required but not serious)   |
| 2  | Below Average; Contractors performance was below average (Improvement is required in this area)   |
| 1  | Poor; Contractors performance was poor in this area (Immediate improvement is required). Close Monitoring required  |
| 0  | Unacceptable - Contractor has failed to deliver the requirements (Immediate improvement is required and corrective actions put in place). Contractor formally advised |

Note: Please refer to Contract Management Protocol when completing this form and applying the Contractor Performance Indicator Scale

s.F31  
s.F31(1)  
s.F31(1)(a)  
s.F31(1)(b)  
s.F43  
s.F43(2)

| Contract Performance Area  | Weighting | Satisfaction Score* | Weighted Score | Justification |
|--|-----------|---------------------|----------------|---------------|
| Quality and competence of [REDACTED] operators (Professional image/Service Delivery/Confidentiality) | 7         |                     | 0              |               |
| Responsiveness of Contractor to resolving operational and performance/conduct issues raised by PSNI  | 7         |                     | 0              |               |
| Provision and deployment of staff resources to meet PSNI demand for [REDACTED] operators             | 7         |                     | 0              |               |
| Quality of Contractors overall Management of Function  | 7         |                     | 0              |               |
| Contract Administration (Management Reporting/Service Procedures/Discipline/Invoicing, etc)          | 6         |                     | 0              |               |
| Communication across Service Function (Client/Contractors Staff)                                     | 6         |                     | 0              |               |

|   |  |
|---|--|
| Total Performance Score Awarded                           |  |
| Please send completed form to: @example.psn.pnn.police.uk |  |

| Contractor Performance Indicator Scale |               |  |
|--|---------------|--|
|  | Less than 120 | Please refer to Section 3 of Performance Management Schedule |
| Amber                                  | 120 -159      | Please refer to Section 3 of Performance Management Schedule |
| Green                                  | 160-200       | Please refer to Section 3 of Performance Management Schedule |



**CONTRACT PERFORMANCE MONITORING FORM (CM01) - PSNI SECURITY AND OPERATIONAL SUPPORT SERVICES**

|                              |            |      |
|------------------------------|------------|------|
| <b>SERVICE FUNCTION</b>      | [REDACTED] |      |
| <b>REVIEW PERIOD</b>         | TO         | FROM |
| <b>COMPLETED BY</b>          |            |      |
| <b>DATE</b>                  |            |      |
| <b>TOTAL MARKS ALLOCATED</b> | 200        |      |

| <b>Scale of Satisfaction (Performance Area)*</b> |   |
|--|---|
| <b>5</b>   | Excellent; Contractor performance exemplary with no issues  |
| <b>4</b>   | Good; Contractor performance was good in this area (some minor issues but not serious)  |
| <b>3</b>   | Average; Contractors Performance was average (some areas of improvement required but not serious)   |
| <b>2</b>   | Below Average; Contractors performance was below average (Improvement is required in this area)   |
| <b>1</b>   | Poor; Contractors performance was poor in this area (Immediate improvement is required). Close Monitoring required  |
| <b>0</b>   | Unacceptable - Contractor has failed to deliver the requirements (Immediate improvement is required and corrective actions put in place). Contractor formally advised |

Note: Please refer to Contract Management Protocol when completing this form and applying the Contractor Performance Indicator Scale

s.F31  
s.F31(1)  
s.F31(1)(a)  
s.F31(1)(b)  
s.F43  
s.F43(2)

| <b>Contract Performance Area</b>  | <b>Weighting</b> | <b>Satisfaction Score*</b> | <b>Weighted Score</b> | <b>Justification</b> |
|---|------------------|----------------------------|-----------------------|----------------------|
| Quality and competence of [REDACTED] (Professional image/Service Delivery/Dress code, etc)          | 6                |                            | 0                     |                      |
| Responsiveness of Contractor to resolving operational and performance/conduct issues raised by PSNI | 6                |                            | 0                     |                      |
| [REDACTED]  | 6                |                            | 0                     |                      |
| Provision and deployment of staff resources to meet PSNI demand for [REDACTED]                      | 6                |                            | 0                     |                      |
| Quality of Contractors overall Management of Function   | 6                |                            | 0                     |                      |
| Contract Administration (Management Reporting/Service Procedures/Discipline/Invoicing, etc)         | 5                |                            | 0                     |                      |

|   |   |   |  |   |  |
|---|---|---|--|---|--|
| TCP7  | Communication across Service Function<br>(Client/Contractors Staff) | 5 |  | 0 |  |
| Total Performance Score Awarded                           |   |   |  |   |  |
| Please send completed form to: @example.psn.pnn.police.uk |   |   |  |   |  |

| Contractor Performance Indicator Scale |               |  |
|--|---------------|--|
|  | Less than 120 | Please refer to Section 3 of Performance Management Schedule |
| Amber                                  | 120 - 159     | Please refer to Section 3 of Performance Management Schedule |
| Green                                  | 160-200       | Please refer to Section 3 of Performance Management Schedule |

# APPENDIX G

## PSNI – Security & Operational Support Services

### Performance Management and Reporting Schedule

#### 1. Performance Management

The successful contractor's performance on the contract will be regularly monitored. A Contractor not delivering on contract requirements is a serious matter. It means the public purse is not getting what it is paying for. If a contractor fails to reach satisfactory levels of contract performance they will be given a specified time to improve. If, after the specified time, they still fail to reach satisfactory levels of contract performance, the matter will be escalated to senior management in Central Procurement Directorate (CPD) for further action. If this occurs and their performance still does not improve to satisfactory levels within the specified period, it may be regarded as an act of grave professional misconduct and they may be issued with a Notice of Written Warning or a Notice of Unsatisfactory Performance and the contract may be terminated.

The issue of any Notice of Written Warning will be formally recorded and may be taken into account by Centres of Procurement Expertise in the assessment of the Contractor's performance in future procurements. This could result in the Contractor being excluded at the Department's discretion from participating in procurement competitions. The notice will be valid for a period of 12 months from the date of issue or the target date for completion of the contract, whichever occurs later.

The issue of a Notice of Unsatisfactory Performance will be formally recorded and the Contractor will be required to declare this in future PQQ/ITT submissions, for a period of 3 years from the date of issue of the Notice. Department's may, at their

discretion, exclude the Contractor from participating in future competitions, for a period of 3 years from the date of issue of the Notice. Termination may also be considered by the Client.

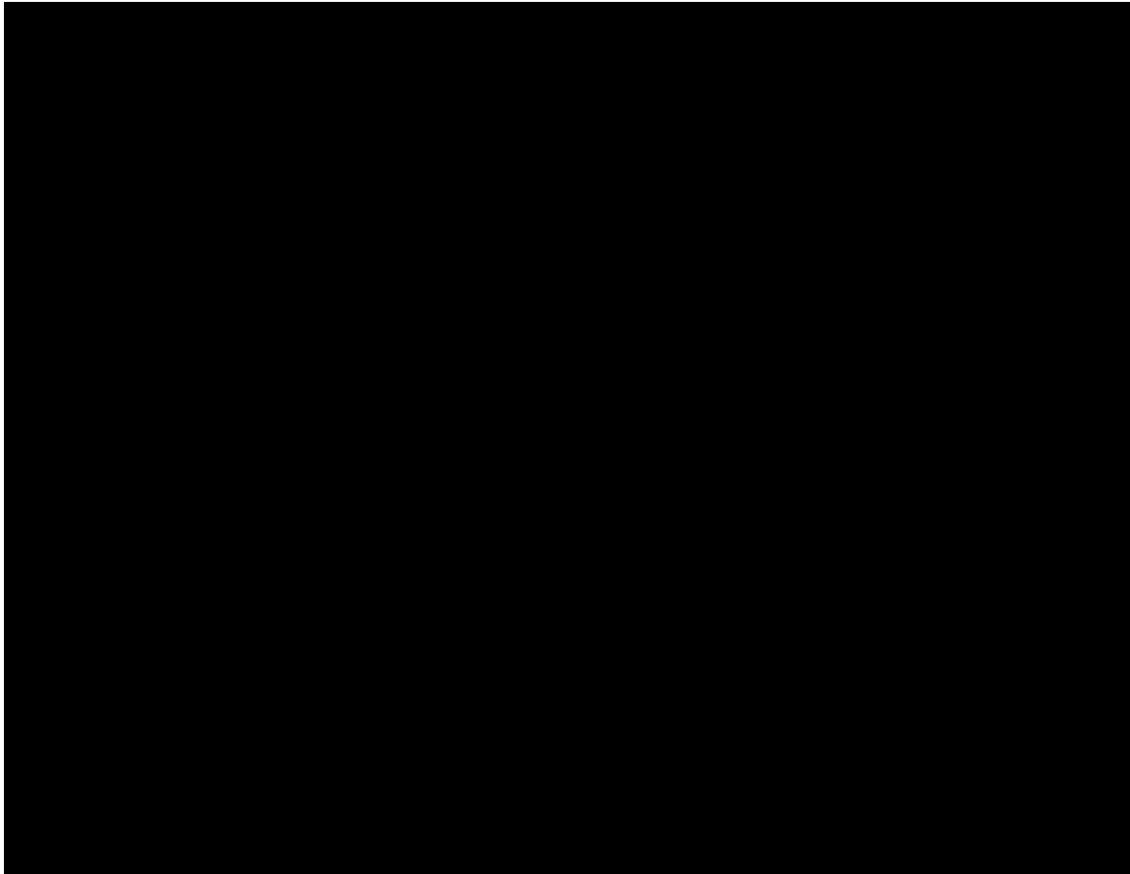
## **2. Performance & Contract Management Review Meetings**

It is essential to the delivery of this Contract that the Contractor has a robust management structure in place across all service functions to ensure that all performance and day to day contractual matters can be resolved as early as possible so that operational services are not disrupted.

The Contractor will be required to participate in regular Performance and Contract Management reviews as illustrated in **Table 1** below. The Client will appoint a Contract Manager within PSNI to oversee the day to day management of the contract. The PSNI Contract Manager will be first point of contact for all contractual issues and will meet with the Contractor on a regular basis. The Contractor must ensure that suitable representatives attend all contract review meetings as and when required.

**Table 1**

s.F31  
s.F31(1)  
s.F31(1)(a)  
s.F31(1)(b)  
s.F43  
s.F43(2)



The Client reserves the right to adjust, introduce new, or remove performance management review meetings throughout the contract term.

The Contractor will prepare and supply the agenda (details to be agreed with PSNI's contract manager) and record minutes. The agenda must be supplied three working days prior to the meetings and the minutes subsequently supplied to the PSNI contract manager within 5 working days of the meeting for agreement/amendment. Minutes for the weekly/bi-weekly meetings will be agreed but should include the following as a guide;

- Previous Minutes;
- Action Points;
- Functions being delivered;

- Staffing issues - training, SIA licensing, vetting, vacancies, absence management;
- Review of performance against KPI's (Bi-Monthly);
- Customer complaints; s.F31
- Public Complaints [REDACTED] & etc.); s.F31(1)
- Staffing levels & actual attendance; s.F31(1)(a)
- Incident review; s.F31(1)(b)
- Any further business. s.F43
- s.F43(2)

### 3. Contract Monitoring – Periodical Performance Review

A Contract Monitoring form (CM01) form will be completed on a quarterly basis for each Service Function to capture the Contractors performance. The Client may adjust the frequency of these review periods during the life of the Contract depending on the supplier's performance across the Contract. The supplier's performance including any poor performance or areas for improvement will be captured on the CM01 form and scored accordingly. The CM01 form will be issued to the Contractor and CPD. Where the Contractor wishes to query or contest any scores and/or comments they must do this in writing to the Contract Manager within 5 working days detailing their reasons. The scores and comments will be reviewed based on evidence presented by the Contractor and that held by the Client.

The CM01 forms for each Service Function are contained in Appendix F. The Client reserves the right to adjust weightings, remove and introduce new Performance Measures to the CM01 form during the Contract Term.

Performance reviews are based on a weighted performance assessment model. Each Service Function has been allocated a maximum performance score and measured against a Satisfaction Indicator Scale based on the importance and operational risk to PSNI. The scores allocated to each Service Function are detailed in **Table 2** below along with the 'Performance Satisfaction Indicator' scale.

**Table 2**

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| Service Function | Maximum Score Per Function | Performance Satisfaction Indicator |
|------------------|----------------------------|------------------------------------|
|                  | 200                        |                                    |
|                  |                            | A 130-159                          |
|                  |                            | G 160-200                          |
|                  | 200                        |                                    |
|                  |                            | A 120-159                          |
|                  |                            | G 160-200                          |
|                  | 200                        |                                    |
|                  |                            | A 130-159                          |
|                  |                            | G 160-200                          |
|                  | 200                        |                                    |
|                  |                            | A 130-159                          |
|                  |                            | G 160-200                          |
|                  | 200                        |                                    |
|                  |                            | A 120-159                          |
|                  |                            | G 160-200                          |
|                  | 200                        |                                    |
|                  |                            | A 120-159                          |
|                  |                            | G 160-200                          |
|                  | 200                        |                                    |
|                  |                            | A 120-159                          |
|                  |                            | G 160-200                          |
|                  | 200                        |                                    |
|                  |                            | A 120-159                          |
|                  |                            | G 160-200                          |

A weighting is allocated to each contract performance area on the CM01. A score will be allocated to each Contract performance area using the scoring key and based on the performance information collated for each Service Function over the previous quarter. The score allocated will then be multiplied by the weighting to provide a weighted score against the contract performance area. These will then be added together to provide a total overall performance score for the particular Service Function. The overall score attained will then be measured against the satisfaction scale to determine the Contractors overall performance in this area.

### **Performance Satisfaction Indicator Scale**

Where performance has been identified as **green** no further action will be required unless the Client identifies and advises the Contractor of some minor improvements.

Where performance has been identified as **amber** the Contractor will be required to undertake a root cause assessment of the performance issues and submit detailed remedy plans to the Client on how performance will be improved. This must be submitted to the PSNI Contract Manager within 5 working days. The Contractor shall commit to improve its performance within 1 month from receipt of the plan. Where performance is not improved the matter will be escalated within PSNI and CPD. Any further action will be in accordance with the Terms and Conditions and Procurement Guidance Note 01/12 (as amended) ([https://www.finance-ni.gov.uk/sites/default/files/publications/dfp/PGN-01-12-Contract-Management-Principles-Procedures-July-2017\\_0.PDF](https://www.finance-ni.gov.uk/sites/default/files/publications/dfp/PGN-01-12-Contract-Management-Principles-Procedures-July-2017_0.PDF))

Where performance has been identified as **Red** the matter will be immediately escalated within PSNI and CPD. The Contractor will automatically be issued with a formal letter of unsatisfactory performance and will be required to remedy any deficiencies in contract performance within 10 working days or other such period as directed by the Client. Where there is no improvement in performance in the next review period the Contractor will be issued with a second formal letter of unsatisfactory performance. At this stage a poor performance meeting will be arranged with the Contractor and Senior Management from PSNI and CPD. The Contractor will be formally advised of any further action in accordance with the



Terms and Conditions and Procurement Guidance Note 01/12 (as amended) ([https://www.finance-ni.gov.uk/sites/default/files/publications/dfp/PGN-01-12-Contract-Management-Principles-Procedures-July-2017\\_0.PDF](https://www.finance-ni.gov.uk/sites/default/files/publications/dfp/PGN-01-12-Contract-Management-Principles-Procedures-July-2017_0.PDF)). Again the Contractor will be required to remedy any deficiencies in contract performance within 10 working days or other period as directed by the Client.

If performance does not reach an acceptable standard after 3 consecutive months the Client may exercise its right depending on the gravity of the issue to terminate all or part of the Contract in accordance with the Terms and Conditions or introduce other comparable sanctions in lieu of termination.

In addition, where the Contractor attains a score of 2 or below on the satisfaction scale for each performance area on the CM01 they will be required to undertake a root cause assessment and submit detailed plans to PSNI on how services will be improved in these areas. This must be submitted to the PSNI Contract Manager within 5 working days. The Contractor shall commit to improve its performance within 1 month from receipt of the plan. Where performance is not improved the matter will be escalated within PSNI and CPD. Any further action will be in accordance with the Terms and Conditions and Procurement Guidance Note 01/12 (as amended) [https://www.finance-ni.gov.uk/sites/default/files/publications/dfp/PGN-01-12-Contract-Management-Principles-Procedures-July-2017\\_0.PDF](https://www.finance-ni.gov.uk/sites/default/files/publications/dfp/PGN-01-12-Contract-Management-Principles-Procedures-July-2017_0.PDF).

#### **4. Key Performance Indicators (KPIs)**

The Contractor shall comply with all its obligations related to KPIs set out in this Contract. The Contractor shall measure the Performance and Availability of the Services against each of the specific Key Performance Indicators (KPIs) set out in Appendix E in each Measurement Period (monthly or quarterly).

The KPI Schedule details the Target Compliance Measure which the Contractor must achieve. KPIs are categorised within the Schedule as 'General' and Service

Function Specific'. The Contractor will be required to meet the Compliance Measure for each KPI together with any level of tolerance which may apply.

The KPIs are intended to be quantifiable measurements that reflect key elements of the Specification of Requirements and are based on key areas of service where a weakness or failure could result in a major impact. The purpose of the KPIs is to ultimately drive future improvements in the service provision delivery.

The Contractor will be required to implement within the contract a KPI monitoring system which shall be maintained and updated on a monthly basis by the Contractor.

The Contractor will be required to achieve expected service levels. Where figures indicate a level of service that is below that required for the Contract, the Contractor shall perform the remedial actions necessary to bring the services to the required performance level.

The Client reserves the right to adjust, introduce new, or remove KPIs throughout the Contract Period. The Contractor will be given prior notice of any changes to the KPIs.

The Contractor will be expected to be fully mobilised prior to the contract commencement date as KPIs will apply from the commencement date of the Contract and no bedding in period will apply\*

(\*With the exception of KPI 9 'Implementation of Services' which will apply from the contract award date).


A system of Service Credits will be used to calculate the deductions applied arising out of Service Failures as Set out in Section 5 below.

## 5. Service Credits

The KPIs will be measured on a monthly or quarterly basis as detailed in the KPI Schedule. KPIs will be measured by the Contractor and reports submitted to the Contractor Manager in accordance with Section 6 of this document. The Contractor Manager will record any service level failures on a KPI monitoring sheet against each of the KPIs. Each KPI depending on its importance to the Client will be scored as a Pass or Fail or a performance measurement figure of 1, 2, 3 or 4 as detailed in the Index ratings below. Service Credits will be reviewed annually and PSNI reserves the right to adjust, remove and introduce new Service Credits during the Contract Term.

### Performance Index Ratings

#### Pass/Fail Score

If the Contractor fails in a KPI which has been identified as a **pass/fail**, then the Contractor would be deemed to have failed to deliver a level of Service as specified within the Specification 

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#### 1,2,3,4 Score

- 4 Performance level has been fully met, fully compliant with Specification of requirements (no service credit applied)
- 3 Improvement required, minor shortcomings in expected performance level (no service credit applied and the Contractor will be expected to put in place remedial actions to rectify the minor shortcomings.)

- 2 Improvement required, significant shortcomings in expected performance level (no service credit in the first month, however if each subsequent month the Contractor's performance shows no improvement, [REDACTED] until the standard is met.)
- 1 Failure to deliver requirements of Specification and Contractor has failed to meet expected performance level ([REDACTED]  
[REDACTED]  
[REDACTED]  
standard is met.)

**Service Credit Deduction**

Service credits will be applied in all cases, for each KPI that is measured during the monitoring period using the performance index detailed above. Discretion may be applied by the Client where the Contractor can provide material evidence of exceptional, extenuating circumstances and that all reasonable steps were taken to mitigate against these failures in service delivery.

s.F31  
s.F31(1)  
s.F31(1)(a)  
s.F31(1)(b)  
s.F43  
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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## **Service Delivery Failures**

Any shortfall in service provision whether resultant in any financial cost to PSNI or otherwise will be the sole responsibility of the Contractor and will be dealt with under the Terms & Conditions of Contract. Costs incurred will be deducted from the Contractors invoice(s). Without prejudice the generality of that responsibility, examples of when reimbursement will be incurred include impact on reputational damage, impact on service delivery or financial costs to the PSNI. PSNI will consider such failures to constitute a default of contract.

For avoidance of doubt Service Credits applicable for not meeting the required service level will still apply.

## **6 Management Reporting**

The Contractor will be required to operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver timely and accurate Management Information (MI) to the Client in accordance with the provisions outlined below. The Contractor shall also supply such Management Information as and when required by the Client.

The Contractor will provide timely, full, accurate and complete Management Information reports to the Client which incorporates the data and in the correct format. The Client may request the Contractor to make changes to the reports including the data required or format of the report. The Client shall give notice in writing of any such change to any report and shall specify the date from which the replacement report/s shall take effect.

### **Frequency and Submission of Reports:**

All MI Reports must be completed by the Contractor and submitted to the PSNI Contract Manager at dates to be agreed with the Contractor at contract award.

The completed MI Report shall be completed electronically and returned to the PSNI Contract Manager.

**MI Reports:**

The table below details the MI reports which the Contractor must submit to the PSNI Contract Manager

| Reference | Report Type                                 | Report Details  |
|-----------|---|---|
| MI01      |   | Monthly report which provides a breakdown of all [REDACTED] staff assigned to this contract. The number of renewals due on a rolling 12 month basis and details of applications currently in process with Police Vetting as per timelines in the Specification of Requirements. |
| MI02      | SIA   | Monthly report which provides a breakdown of all SIA licensed staff assigned to this contract. The number of renewals due on a rolling 12 month basis and details of applications currently in process.   |
| MI03      | Workforce Training<br>-Course<br>Attendance | Quarterly report which details attendance numbers at all PSNI training courses including details of non-attendees and any courses cancelled as a result of insufficient numbers.  |
| MI04      | Workforce Training<br>– Training Records    | Monthly report which provides details of all current training held, details of all training due to expire on a rolling 12 month basis and staff in process of completing either new or refresher training. This must be broken down against each service function.              |
| MI05      | Attendance                                  | Monthly report that provides a breakdown of   |

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s.F31(1)(a)  
s.F31(1)(b)  
s.F43  
s.F43(2)

|      |                    |   |
|------|--------------------|---|
|      |                    | all attendance across all functions and across all PSNI sites. The report must include details of absent staff, staff who left their post during their shift and all occasions where back-fill was required on the part of the Contractor. Where back-fill was provided by PSNI this must also be included in the report. |
| MI06 | Health & Safety    | Monthly report that provides a breakdown of all near misses, incidents or accidents on PSNI premises including details of corrective actions put in place. The report must clearly detail time and date of incident and when the incident was reported to PSNI and when the incident was closed.                          |
| MI07 | Workforce Planning | Monthly report that provides a breakdown of staff resources deployed on this contract including staff contingency, planned recruitment exercises, scheduled training, leavers.  |
| MI08 | Representativeness | Bi-annually Report that provides details of the Contractors recruitment and deployment approach to include geographical mix and Section 75 compliance. How the Contractor actively targets key sectors of the population to achieve this and comply with all relevant and current employment legislation.                 |
| MI09 |                    |   |
| MI10 |                    |   |

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**s.F31(1)**  
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**s.F43**  
**s.F43(2)**

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s.F31(1)  
s.F31(1)(a)  
s.F31(1)(b)  
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|      |                        |   |
|------|------------------------|---|
|      |                        |   |
| MI11 | CCTV                   | Monthly report which provides a breakdown of CCTV activity including downloads and any breaches of PSNI policy.   |
| MI12 | Implementation         | Monthly Report which details Contractors progress against implementation plan and agreed milestones. This must include any issues that are likely to cause disruption or delay implementation. PSNI will advise when this report no longer required |
| MI13 | Continuous Improvement | Bi-annual report that identifies planned or undertaken initiatives that achieve savings, efficiencies or added value  |

It is essential that the PSNI receives timely and accurate Management Information pursuant to this Contract because Management Information is used by the PSNI to inform strategic decision making, financial management and measure the Supplier's performance against KPIs.

Where an MI failure occurs on the part of the Contractor, the Client may issue reminders to the Contractor or require the Contractor to rectify defects in the MI Report provided to the Client. The Contractor shall rectify any deficient or incomplete MI Reports as soon as possible and not more than five (5) Working Days following receipt of any such reminder.





s.F31

s.F31(1)

s.F31(1)(a)

s.F31(1)(b)

s.F43

s.F43(2)