

SCHEDULE 5

PART 8A – SERVICE LEVEL REQUIREMENTS AND KEY PERFORMANCE INDICATORS

GENERAL FRAMEWORK SERVICE LEVEL REQUIREMENTS

As part of their appointment to the *Framework Alliance Contract* the *Appointed Companies* must adhere to the following service level requirements which are applicable to the management and administration of each *Framework Programme* under the *Framework Alliance Contract*.

1. Response to Project Contract Engagement Invites
<p>Respond to <i>LHC</i> and <i>LHC Clients'</i> enquiries, tenders and EOI requests within 5 (five) <i>Working Days</i> unless specified otherwise, whether the response is positive or negative.</p> <ul style="list-style-type: none">a. If an <i>Appointed Company</i> needs to request a time extension (e.g. to review a complex project and/or engage with sub-contractors before submitting a response) the <i>Appointed Company</i> must give as much notice as possible of this request.b. If an <i>Appointed Company's</i> response to an EOI request is negative the <i>Appointed Company</i> <u>must</u> give reasonable grounds for doing so.c. If an <i>Appointed Company</i> fails to respond to an EOI request on three or more occasions without providing reasonable grounds for doing so, then <i>LHC</i> reserve the right to temporarily suspend that <i>Appointed Company</i> from the <i>Framework Programme</i>. Repeated breaches will result in longer suspensions or removal from a <i>Framework Programme</i> or the <i>Framework Alliance Contract</i> in its entirety.d. If an <i>Appointed Company</i> fails to submit a tender (having previously notified their interest through an EOI) on three or more occasions without providing reasonable grounds for doing so then <i>LHC</i> reserves the right to temporarily suspend that <i>Appointed Company</i> from the <i>Framework Alliance Contract</i> for a period of time. Repeated breaches will result in longer suspensions or removal from the <i>Framework Alliance Contract</i>.
2. Pricing
<p><i>Framework Prices</i> must be in accordance with the terms of the <i>Framework Documents</i></p> <ul style="list-style-type: none">a. <i>Appointed Companies</i> must ensure the <i>LHC Levy</i> whether inclusive or exclusive has been included in the total of all quotes and invoices submitted to <i>LHC</i> and <i>LHC Clients</i>.b. <i>Framework Prices</i> on scheduled items must not exceed each <i>Appointed Company's</i> Agreed Maximum Prices (exclusive of VAT), noting that <i>Framework Prices</i> subject to annual uplifts based on allowable fluctuation adjustments as detailed in the <i>Framework Documents</i>.c. Any price exceptions must be agreed in advance with <i>LHC</i>.d. Agreed Prices on <i>Project Contracts</i> must be held for a minimum of 90 days from the date of quotation unless otherwise stipulated in the <i>Project Contract</i> documentation.
3. Project Contract Delivery
<ul style="list-style-type: none">e. Engage proactively with <i>LHC</i>, <i>LHC Client</i>, <i>LHC Clients'</i> consultants, other <i>Appointed Companies</i> and supply/sub-contract companies or <i>Supply Chain Members</i> on all aspects of each <i>Framework Project</i>.f. Ensure full compliance with agreed <i>Project Contract</i> specific KPI targets, reporting schedule, reporting format with the <i>LHC Client</i> which may include (as examples):<ul style="list-style-type: none">1. Quality of workmanship measurements such as inspections passed, recalls, defects etc2. Performance against target cost3. Performance against time target4. <i>Client</i> and / or Resident/end-user satisfaction

5. Achievement of community benefit and / or social value targets
6. Delivery of environmental targets (such as recycling, travel, landfill waste reduction)
g. Fully comply with the supply and/or installation of works, supplies and/or services specified under the <i>Frameworks Documents</i> and <i>Project Contract Documents</i>
h. Treat the resident / end-user with dignity and respect at all times and fulfil the requirements of resident engagement exercises
i. Respond positively and pro-actively to any complaints or incidents, changes of status or personnel or any issues that impact the <i>Framework Programme</i> , either positively or negatively.
4. Declarations & Settlement
a. Attendance at <i>Framework Alliance Contract Meetings</i>
b. Completion of annual framework health check requirements which will include: <ul style="list-style-type: none"> a. Review meeting or call with <i>LHC</i> lead technical manager b. Submission of up to date insurances c. Submission of up to date certificates, industry registrations and accreditations as relevant to the requirements set out in the <i>Framework Documents</i>

GENERAL FRAMEWORK KEY PERFORMANCE INDICATORS

Appointed Companies will be specifically monitored by *LHC* in relation to their performance against the general framework service level requirements (identified above) using the following Key Performance Indicators

KPI	Name	Purpose	Target
1	EOI Responses	Respond to <i>LHC</i> and <i>LHC Clients'</i> enquiries, tenders and EOI requests within 5 (five) <i>Working Days</i> unless specified otherwise, whether the response is positive or negative	100%
2	Intent to Bid following receipt of tender documentation	Confirm to Client with intention to bid to tender within 5 working days	100%
3	Registration of Levy due in the portal	Register <i>LHC</i> Client invoices within 5 Working Days of receipt of funds from <i>LHC</i> Client	100%
4	Payment of Levy	Pay <i>LHC</i> invoices within 30 calendar days from date of invoice	100%