

Decision Maker: **RENEWAL AND RECREATION POLICY DEVELOPMENT AND SCRUTINY COMMITTEE**

Date: **Tuesday 27 March 2018**

Decision Type: Non-Urgent Non-Executive Non-Key

Title: **LIBRARY CONTRACT - PERFORMANCE REVIEW**

Contact Officer: Tim Woolgar, Principal Client, Libraries E-mail: Tim.Woolgar@bromley.gov.uk

Chief Officer: Colin Brand, Director of Regeneration

Ward: (All Wards);

1. Reason for report

- 1.1 This report sets out to update Members of the Renewal and Recreation PDS Committee on the performance of the Library Service Contract following award of the contract on 1st November 2017 to Greenwich Leisure Ltd. (GLL).
- 1.2 This report provides Members with a review of the performance of the contract since its commencement on 1st November 2017 demonstrating that the transfer has proceeded well.
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2. **RECOMMENDATION(S)**

- 2.1 **Members of the Renewal & Recreation Policy Development & Scrutiny Committee are asked to note the content of this report.**

Impact on Vulnerable Adults and Children

1. Summary of Impact: An Equality Impact Assessment conducted indicated that there were not expected to be any adverse impacts from the performance of GLL in relation to the provision of Library Services to vulnerable adults or children or children and young people in Bromley. That is because the contract documents ensure that existing service levels are protected.
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Corporate Policy

1. Policy Status: Existing Policy:
 2. BBB Priority: Excellent Council Supporting Independence Vibrant, Thriving Town Centres Healthy Bromley Regeneration:
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Financial

1. Cost of proposal: Not Applicable:
 2. Ongoing costs: Not Applicable:
 3. Budget head/performance centre: Libraries
 4. Total current budget for this head: £2,177,596
 5. Source of funding: Existing 2017/18 revenue budget
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Personnel

1. Number of staff (current and additional): 2.69ftes (Client team)
 2. If from existing staff resources, number of staff hours:
-

Legal

1. Legal Requirement: Statutory Requirement: The Public Libraries and Museum Act 1964
 2. Call-in: Not Applicable:
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Procurement

1. Summary of Procurement Implications:
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Customer Impact

1. Estimated number of users/beneficiaries (current and projected): In 2017/18, Bromley's library service recorded 60,224 active users (an active user is defined as an individual who has had a transaction on their library account in the last year). The library service has a statutory duty to be available and accessible to all those who live, work and study in the borough. A 2014 estimate identified that 320,057 people live in the London Borough of Bromley.
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Ward Councillor Views

1. Have Ward Councillors been asked for comments? Not Applicable
2. Summary of Ward Councillors comments:

3. COMMENTARY

Background

- 3.1 The contract is for a term of 10 years with the option of a further 5 years by mutual agreement. The contract commenced on 1st November 2017. The transfer was a complex operation involving a TUPE transfer of over 130 staff, decommissioning and commissioning of major IT systems and hardware as well as changes to operational management of multiple satellite sites. This process was achieved with minimal effect on customers and maintenance of all essential services.
- 3.2 The Specification sets out Bromley Council's requirements for the Library Service by identifying a series of outputs and minimum performance standards in relation to delivery of frontline and back office services, operational sustainability and facilities management. The approach used ensures that the service is provided on a like-for-like basis with that previously in place.
- 3.3 The majority of the specification does not prescribe how outputs are delivered to enable the Service Provider to think innovatively and creatively about how services could deliver better value for money. However the Service Provider must ensure compliance with the regulatory framework governing service delivery and with any additional requirements detailed in the Specification.
- 3.4 The services being managed by GLL include:
- The frontline/operational service.
 - Specialist and Support functions including Strategic Management, Stock and Reader Development, Children and Families, Information and Learning, IT Support and Development, Improvement, Training and Marketing, Business Support.
 - Bromley Historic Collections
 - Facilities management including cleaning and security.
- 3.5 The contract is monitored by the Library Client Team ensuring adherence to the contract and specification using a suite of Key Performance Indicators (KPIs) included as Appendix 1. Financial sanctions are attached to non-compliance with the KPIs. Although performance is being recorded, it was agreed in the contract that no financial penalties would apply during a grace period of 6 months.

Staffing

- 3.6 As part of the TUPE transfer process 134 positions passed over to GLL ranging from Assistant Operations Manager to Customer Service Assistants.
- 3.7 GLL has followed a strategy of reviewing and evaluating the current staffing requirements to ensure that decisions are based on sound evidence. Previous and current staffing structures were critically analysed to ensure a long term strategy could be developed. GLL evaluated the current vacancy position and identified the immediate recruitment requirements which were as follows. There was a need to recruit one Senior Library Manager (Orpington), four Library Managers (Petts Wood, Chislehurst, Mottingham and

Shortlands), and three Senior Library Assistants. GLL also decided to extend an existing arrangement with 13 staff doing temporary additional hours, as previously set up by LBB, until the end of March 2018, to ensure continuity whilst recruitment took place.

- 3.8 As part of the mobilisation GLL has committed four officers to work in the London Borough of Bromley to support staff and advise on specialist areas such as facilities management and ICT.

Information Technology

- 3.9 GLL has replaced all public access computers in all the libraries. High quality Lenovo, Windows 10 based PCs provide users with access to the Internet, web-based email, Microsoft Office and image editing applications. The public PCs are managed by the Netloan booking and printing system, provided by Lorensbergs. Library members can book PCs in advance via a web interface, book at the public service desk or use a self-service option. At busy times, bookings enter a unique virtual queueing system, which alerts users when and where the next available PC can be located. This has been extended to all fourteen Bromley libraries.
- 3.10 GLL uses Forcepoint Triton APX to filter all web traffic to prevent access to inappropriate content.
- 3.11 Data Protection is provided by the use of Faronics Deepfreeze. This enables users to load their own applications and data during their session, whilst ensuring that all PCs are returned to their original configuration at the end of each session. Anti-virus software is installed on each PC, protecting the PCs and user USB sticks from virus infection.
- 3.12 Windows Eyes software is loaded on all PCs, helping users with visual impairments, offering magnification and text reading.
- 3.13 Public printing is available through Paper Cut, a software product that enables PC users to manage their own printing. Customers pre-load funds on an account which is reduced by the cost of each print job, when it is released at the printer (MFD). The same Paper Cut account can be used for photocopying and for printing from wireless and from home. The MFD will provide high speed duplexed colour printing (from PC and USB), up to A3 in size. It will also offer scanning and photocopying to the same size.
- 3.14 GLL's experience from previous deployments has concluded that Thermal People Counters produce the most accurate results to record the number of library visitors. These devices are therefore being installed in each library. These counters record data as well as being able to report counts back to a central database, via the GLL network for reporting and analysis. This will provide much more accurate data on library use.

Performance Management

- 3.15 The Library Service had an existing system of performance management recording such data as number of items borrowed; visitor count; activities held for adults and children; school visits; customer surveys; unplanned closures.
- 3.16 Under the commissioned service the Service Provider is required to report on an enhanced range of Key Performance Indicators (KPIs) as laid out in Appendix 1. These allow the Client Team to monitor performance in detail in key areas on a monthly,

quarterly and annual basis as appropriate. There are financial penalties for non-compliance.

- 3.17 The contract also makes specific provision for scrutiny by elected members twice a year. The Service Provider is required to present a progress report and their Service Plans for the following year in Quarter 3 of the financial year. They are also required to present their annual report including a summary of their full year performance for the previous year in Quarter 1 of the financial year.
- 3.18 Although it is at a very early stage in the contract the first three months since the transfer to GLL has seen initial positive performance. Issues in November 2017 saw a 2% increase compared to the period in 2016, December 2017 and January 2018 saw issues stay static at 0%. Visits in November 2017 saw a 4% increase compared to the period in 2016. December 2017 and January 2018 saw increases of 1% and 9% respectively.

Service Development

- 3.19 The contract is designed to encourage the Service Provider to think innovatively and continually look for ways to develop and improve the service.
- 3.20 A programme of refurbishment has commenced since the transfer of service to GLL. As a prologue to more sizeable projects, a number of minor improvements have been made including:
- Installation of new welcome signage – all libraries except Biggin Hill Library.
 - Refurbishment of the entrance area Central – repainting & new reception desk / office chairs.
 - Refurbishment of West Wickham kitchen – new kitchen counter and flooring / repainting staff room.
 - Repair of windows West Wickham Library.
 - Repair of guttering West Wickham Library.
 - Replacement blinds at West Wickham Library
 - Mini refurbishment of Children’s section at West Wickham Library.
 - Refurbishment of the staff room St Paul’s Cray Library.
 - Carpentry works for installation of MFD’s at service points.
- 3.21 GLL have identified the potential to develop the use of space within the Central Library including improvements to the layout and a new look and feel. The Client Team will be working with them to develop and implement these proposals.
- 3.22 The Council is looking to take up all opportunities arising to continue the successful programme of rebuilding libraries and will be working with GLL to continue this major area of improvement to the service over the course of the contract with proposals

affecting West Wickham, Chislehurst and St Paul’s Cray Libraries being examples of projects under consideration.

- 3.23 GLL will seek opportunities to bring in external funding to enhance and develop the service. As an example of this GLL is already working closely with the Council in submitting an application to the British Library to run a project called “Start up in London Libraries” (SiLL). Building on the British Library’s successful Business & IP Centre at St Pancras, if successful, business start-up support would be available to aspiring and early stage entrepreneurs in Bromley libraries through the creation of a local Business & IP Centre. Project beneficiaries will be supported to develop the insight, skills and confidence they need to start and grow successful businesses, thereby making a significant contribution to local economic growth through safeguarding and creating jobs.

4. IMPACT ON VULNERABLE ADULTS AND CHILDREN

- 4.1 The impact of the commissioned library service on children and young people was evaluated as part of an Equalities Impact Assessment at various stages during the commissioning process.
- 4.2 A Children’s PLUS Survey undertaken in 2017 identified the age profile of children who use the library service in Bromley:

| Age | % of children visiting the library |
|---------------------------|---|
| 0-7 years (Key Stage 1) | 60% |
| 7-11 years (Key Stage 2) | 30% |
| 11-16 years (Key Stage 3) | 10% |

It also identified that 30% of children who use the library service are from ethnic minorities.

5. POLICY IMPLICATIONS

- 5.1 The Executive Committee approved the commissioning of the Library Service on 19th July 2017 following pre-decision scrutiny by the Renewal & Recreation Policy Development & Scrutiny Committee on 5th July 2017.
- 5.2 This approach is consistent with the council’s stated ambitions around vibrant, thriving town centres, supporting independence, children & young people, and an excellent Council under its vision for Building a Better Bromley.
- 5.3 The Council’s Corporate Operating Principles include a commitment that services will be provided by whoever offers customers and council tax payer’s excellent value for money

6. FINANCIAL IMPLICATIONS

- 6.1 No variances are expected against the 2017/18 budget of 2,177,596.

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| Non-Applicable Sections: | None |
| Background Documents: (Access via Contact Officer) | DRR17/034 and DRR17/035 Contract Award for the Provision of Library Services – PARTS 1 AND 2 Reports to Executive Committee on 19 th July 2017 (with pre-decision scrutiny by the Renewal & Recreation Policy Development & Scrutiny Committee on 5 th July 2017) |



London Borough of Bromley

Part VII

SERVICE LEVELS AND KPIs

1. Contract Monitoring Arrangements

- 1.1 The Service Provider's performance in relation to the delivery of their obligations as identified in the Specification (Part VI) will be monitored through a series of Service Levels and Key Performance Indicators (KPIs) which are set out in this document.
- 1.2 The Service Levels and KPIs will be monitored by the Council through their Client Unit.
- 1.3 NOT USED.
- 1.4 The Service Provider will report against Service Levels and KPIs according to the frequency identified in this document. This will either be:
- Monthly
 - Quarterly
 - Annually
- 1.5 In accordance with the contract terms, the Service Provider's Contract Manager or nominated representative will meet with the Client Unit on a monthly basis to review performance and discuss any opportunities or challenges affecting the contract.

Scrutiny by elected members

- 1.6 In addition to reporting on the Service Levels and KPIs identified in this document, the Service Provider will also be required to report to the Council's relevant Committees on a biannual basis:
- The Service Provider will be required to present a progress report and their Service Plans for the following year in Quarter 3 of the financial year.
 - The Service Provider will be required to present their annual report including a summary of their full year performance for the previous year in Quarter 1 of the financial year.
- 1.7 For the sake of clarity, the Service Provider will be expected to attend these meetings, (if requested), present their performance data and/or Service Plans and other associated documents and respond to questions from elected members. The Service Provider's Contract Manager, or if appropriate, Director, may be summoned to attend a member meeting and to report on their performance at any time.

2. Payment Mechanism

- 2.1 The Service Provider should submit their annual price for the delivery of this contract as set out in the Pricing Document (Part IX). This annual price is fixed, except where it might be amended from time to time in accordance with the Change Control Procedure or as otherwise allowed for in the contract terms, and as it is adjusted annually to reflect inflationary increases in line with the Consumer Price Index.
- 2.2 The Council will pay the Service Provider the fixed price on a monthly basis in arrears. The fixed price will commence on the date on which the service is transferred (the contract Commencement Date).

2.3 The monthly payment of the fixed price will be calculated by dividing the annual contract price by 12. The Service Provider shall invoice the Council(s) for payment in accordance with procedures established in the contract terms.

3. Performance Management System

3.1 The Service Provider's performance will be measured against the Service Levels and KPIs identified at paragraph 4 of this document, as varied from time to time in accordance with the contract terms.

3.2 Within ten (10) business days following the end of each month, the Service Provider shall submit to the Council a report containing, in respect of the month just ended, the following information:

- A summary assessment of all applicable Service Levels and KPIs
- The resultant financial consequence based on the points system expounded below
- A progress assessment of Service Levels and KPIs not monitored during that month where this is requested

3.3 The Council shall notify the Service Provider in writing within ten (10) working days of receipt by the Council of the relevant monthly report from the Service Provider if there is any part of that report which the Council (acting reasonably and without delay) dispute.

3.4 The Council and the Service Provider shall use all reasonable endeavours to resolve any dispute that arises in this respect. Should it not be possible to resolve the dispute before the end of the month following the month that the report relates to, they should make use of the dispute resolution procedures set out in the contract terms.

Default Points

3.5 The Council will monitor the Service Provider's performance in relation to the Service Levels and KPIs through a points based system. Default points will be accrued by the Service Provider where they fail to meet the required Service Level or do not perform to the level identified by the KPI. The number of points accrued will depend on the level of and impact of the failure and is identified in the Service Level and KPIs set out at paragraph 4.

3.6 The Service Provider will not accrue default points where the performance failure is due to force majeure as defined in the contract terms, or where non-performance is reasonably defined as being caused by the actions or omissions of a third party and which are outside the control of the Service Provider and which are not the responsibility of the Service Provider under this contract. These circumstances should be appropriately evidenced to the Client Unit where a failure to perform results. The Council expect that when such circumstances apply, the Service Provider will use their best endeavours to continue delivering the service through appropriate means.

3.7 The Service Provider will comply with the monitoring arrangements set out below. The Service Provider will provide monthly progress reports relating to all Service

Levels and KPIs for each borough, and will report on their overall performance relating to the service level of KPI on a monthly, quarterly or annual basis depending on the monitoring frequency identified.

3.8 The KPIs have been given a priority rating that applies as follows:

- Priority A
- Priority B
- Priority C

The number of points accrued for non-performance relating to each Service Level or KPI reflects the priority assigned by the Council to these performance areas. For example, Priority A items accrue a greater number of points where non-performance occurs than Priority C items. This is because they are deemed to have a greater impact on service levels experienced by service users.

3.9 Some Service Levels and KPIs are identified as being self-monitoring; the Service Provider will be responsible for reporting any failure to perform to the required level to the Council's Client Unit during the month in which the non-performance occurred. Where the Service Provider fails to report non-performance, they will accrue double the number of default points assigned for failure to meet that service level of KPI for non-performance. The Council's Client Unit reserves the right to make announced and unannounced inspections and to assign points where non-performance of a Service Level or KPI is identified.

3.10 When the Council's Client Unit become aware of a failure to meet a Service Level or KPI, whether through self-monitoring reports from the Service Provider or via any other means, they will issue with Service Provider with a Monitoring Notice. The Monitoring Notice will set out incident of non-performance, the number of default points being assigned, and a timeframe for rectification if the Service Provider has not already rectified the issue of non-performance. Where the Service Provider is issued with a Monitoring Notice for their non-performance and fails to implement changes to effect improvement within the rectification period identified in the Monitoring Notice, the Service Provider will be issued with a second Monitoring Notice and a charge of 5 default points additionally. Where the Service Provider still does not rectify the issue with their performance within the period identified in the second Monitoring Notice, a third and final Monitoring Notice will be issued and a charge of 10 default points will be made. If the Service Provider fails to rectify the issue with their performance within the timeframe specified within the third Monitoring Notice the Council(s) may, at their sole discretion, issue a default notice. In the event that there is a substantial issue of non-performance or under-performance by the Service Provider, the Council reserves the right to issue a default notice without instigating the Monitoring Notice procedure set out above.

3.11 The Service Provider will accrue points cumulatively on a monthly basis. There will be an initial bedding in period of three months from the date of contract commencement during which performance against Service Levels and KPIs will be monitored but non-performance will not be penalised through the accumulation of default points. After the expiry of the three month bedding in period, the Service Provider will accrue points cumulatively on a monthly basis. For the sake of clarity, on the 1st calendar day of each month, the number of points will revert to zero.

- 3.12 The Service Provider will be issued with a financial sanction for every point that they accrue in a calendar month. 1 point is valued at 0.001% of the contract value (as inflated in accordance with the contract terms). For example, based on a £3m contract, 1 point equates to £30. However, where a Monitoring Notice which identifies a rectification period is issued and additional points are issued for continued non-performance, as set out in 3.10, these points may continue across calendar months. The value of the points accrued over a contractual year will not exceed 10% of the annual contract value and the Council(s) may terminate the contract if the Service Provider accrues 10,000 points in one year, as set out in the contract terms.
- 3.13 Financial sanctions will be deducted from the monthly invoice for the relevant Council. A worked example is included at **Appendix A**.
- 3.14 Default Notices will be issued to the Service Provider in accordance with the contract terms when:
- The Service Provider fails to comply with the terms of the contract and this failure is not considered to be fundamental, and can be rectified.
 - The Council(s) becomes aware that the Service Provider has failed to notify them of a failure to meet a Service Level or KPI identified in paragraph 4 (and accrues additional default points as established in 3.10)
 - The Service Provider's performance against the KPIs demonstrates significant or consistent underperformance or non-performance.
- 3.15 Where a Default Notice is issued, the Service Provider will acknowledge receipt within 1 working day. The Service Provider will provide the Client Unit with a full plan for rectification for approval by the Client Unit, within the timescale specified within the Default Notice. Once agreed by the Client Unit, the Service Provider will implement the rectification plan within the agreed timescale.

4. Service Levels and Key Performance Indicators

- 4.1 Service Levels and Key Performance Indicators for the contract for the provision of Library Services are set out below. These are linked to the requirements set out in the Specification through the Specification Reference and Service Area/Output. Monitoring arrangements, including monitoring frequency for each Service Level or KPI are established.
- 4.2 Where the Service Level or KPI refers to a full day or half day, these have the following meanings:
- Where the Service Level or KPI is monitored within opening hours:
 - Half day: up to 3 hours 29 minutes
 - Full day: 3 hours 30 minutes or more
 - Where the Service Level or KPI is monitored over a 24 hour period:
 - Half day: up to 11 hours 59 minutes
 - Full day: 12 hours – 24 hours

| SERVICE LEVEL/KPI: 1 | | | |
|--------------------------------|------------|--|----------------------|
| Specification Reference | 1.1 | Service Area / Output | Opening Hours |
| Service Levels/KPIs | | Libraries are open for the Minimum Opening Hours, except where planned closures are agreed at least 28 days in advance with the Client Unit in writing. | |
| Monitoring Arrangements | | <p>The Service Provider will maintain a daily record of the opening hours achieved and will report any unplanned closures to the Client Unit on a monthly basis. The Client Unit must be able to request the latest version of these records at any time and the Service Provider must provide it no later than the next working day.</p> <p>The Council's Client Units should be notified immediately verbally (or by email), and then formally in writing within 24 hours, where any unplanned closures occur. This includes failure to open on time, early closure or any other kind of unplanned variation to opening hours. For the avoidance of doubt an unplanned closure is defined as failure to open the library fully, including incidents in which there are insufficient staff to deliver all library services as outlined in the Specification, regardless of whether public access is maintained.</p> | |
| Monitoring frequency | | Monthly | |
| Priority Rating | | A | |
| Sanction | | <p>Where a library fails to open in accordance with the agreed Minimum Opening Hours, except where planned closures are agreed, the Service Provider will accept the following default points:</p> <p>10 minutes - 2 hours 59 minutes - 15 default points</p> <p>3 hours – 5 hours 59 minutes - 30 default points</p> <p>6 hours – a full day for that library - 60 default points</p> | |

| SERVICE LEVEL/KPI: 2 | | | |
|--------------------------------|-----|--|--------------------|
| Specification Reference | 1.2 | Service Area / Output | Frontline Services |
| Service Levels/KPIs | | <p>The Service Provider will collect and provide to the Client Unit the following statistical indicators, including total figures and breakdowns by library branch</p> <ul style="list-style-type: none"> • Number of visits • Number of issues • Number of active users • Number of new members • Number of transactions through self-service technology • Response time for requests • Benchmarking the Council's relative position in relation to other London boroughs in relation to the above statistics | |
| Monitoring Arrangements | | <p>The Service Provider will submit a quarterly update on these statistics that have been collected for each of the areas, except where these statistics are collected less frequently in line with CIPFA best practice. The Client Unit will use this update to assess progress.</p> <p>The Council expect that the Service Provider will drive for continuous monthly improvement but accepts that this may be affected by regional or national trends that are outside the control of the Service Provider and therefore the Service Provider will not incur financial sanctions in relation to statistical improvement. The Client Unit and Council will however use this data to inform their overall assessment of the Service Provider's performance and to analyse how improvements may be made.</p> <p>In the event that the Service Provider is able to increase annual performance in either or both of the following indicators by a minimum of 1%, a <u>credit</u> will be made to the Service Provider to the value of 30 default points:</p> <ul style="list-style-type: none"> • Number of visits • Number of issues | |
| Monitoring frequency | | Quarterly | |
| Priority Rating | | C | |
| Sanction | | The Service Provider will accept 5 default points for each day late that these statistics are provided after the specified deadline. | |

| SERVICE LEVEL/KPI: 3 | | | |
|--------------------------------|-----|--|--------------------|
| Specification Reference | 1.2 | Service Area / Output | Frontline Services |
| Service Levels/KPIs | | <p>The Service Provider will measure customer satisfaction through:</p> <ul style="list-style-type: none"> • participation in the CIPFA Plus and CIPFA Children's Plus surveys (or any equivalent replacement surveys or schemes) • An annual customer satisfaction survey to be carried out in all libraries and Local Studies Centres (in each borough) that will provide a clear indication of customer satisfaction by a wide range of customers from a variety of ages and backgrounds • Evaluation of events and activities in libraries | |
| Monitoring Arrangements | | <p>The Service Provider will keep a record of the evaluation feedback and outcome of customer satisfaction surveys and will provide copies to the Client Unit on the working day following any request.</p> <p>The Service Provider will supply an annual report on customer satisfaction levels.</p> <p>The Client Unit and Council will use this data to inform their overall assessment of the Service Provider's performance and to analyse how improvements may be made.</p> | |
| Monitoring frequency | | Annually | |
| Priority Rating | | C | |
| Sanction | | <p>The Service Provider will accept the following default points for non-performance:</p> <ul style="list-style-type: none"> • 5 default points for each day late that the annual customer satisfaction report, based on the results of the annual customer satisfaction survey, is provided to the Client Unit • 30 default points for a decrease in customer satisfaction of more than 5% as an average of the total outcome of the annual customer satisfaction survey in each borough. • 30 default points for a decrease in customer satisfaction of more than 20% in any individual library (per library) • 50 default points for a decrease in customer satisfaction of more than 5% in any indicator recorded in the CIPFA Plus survey or CIPFA Children's Plus survey | |

| SERVICE LEVEL/KPI: 4 | | | | | | | | | | | | | | | |
|---|--------------------|--|---|------------|------------------|-----------|-------------------|-----------|-------------------|-----------|--------------------|----------|--------------------|---|-------------------|
| Specification Reference | 1.3 and 2.1 | Service Area / Output | Back Office and Strategic Management | | | | | | | | | | | | |
| Service Levels/KPIs | | <p>The Service Provider will produce development plans that aim to increase use of libraries and in particular to achieve increases in the number of visitors to libraries and the number of stock issues.</p> <p>The actions identified in annual development, action and implementation plan for targeted services, including the number and range of activities, are to be delivered in accordance with the programme identified in the plan. There will be a plan for each of the following service areas:</p> <ul style="list-style-type: none"> • Children and Families • IT • Stock and Reader Development • Information and Learning | | | | | | | | | | | | | |
| Monitoring Arrangements | | <p>All plans will be agreed annually with the Client Unit to the timetable specified. Quarterly progress reports against annual aims identified in these plans will be submitted to the Client Unit for review. Any proposed amendments to the aims/actions for the following quarters, including the programme of activities, should be submitted as part of this report and must be agreed by the Client Unit. Amendments should be based on clear evidence of a change in local need.</p> <p>The reports should demonstrate the percentage of activities identified in the service plans that were delivered in that quarter against the programme.</p> | | | | | | | | | | | | | |
| Monitoring frequency | | Quarterly progress reports with an annual assessment | | | | | | | | | | | | | |
| Priority Rating | | A | | | | | | | | | | | | | |
| Sanction | | <p>90% of annual aims/actions identified for completion in each quarter in each plan should be delivered each quarter (unless the Client Unit agree in writing that an aim can be removed or transferred to another quarter). This must include 100% of priority 1 items as identified in the plans. The following number of default points will be received by the Service Provider for the percentage of actions performed in accordance with the table below</p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 70%;">90% - 100%</td> <td style="text-align: right;">0 default points</td> </tr> <tr> <td>76% - 90%</td> <td style="text-align: right;">45 default points</td> </tr> <tr> <td>51% - 75%</td> <td style="text-align: right;">60 default points</td> </tr> <tr> <td>26% - 50%</td> <td style="text-align: right;">100 default points</td> </tr> <tr> <td>0% - 25%</td> <td style="text-align: right;">200 default points</td> </tr> <tr> <td>For every incomplete Priority 1 item (additionally)</td> <td style="text-align: right;">10 default points</td> </tr> </tbody> </table> | | 90% - 100% | 0 default points | 76% - 90% | 45 default points | 51% - 75% | 60 default points | 26% - 50% | 100 default points | 0% - 25% | 200 default points | For every incomplete Priority 1 item (additionally) | 10 default points |
| 90% - 100% | 0 default points | | | | | | | | | | | | | | |
| 76% - 90% | 45 default points | | | | | | | | | | | | | | |
| 51% - 75% | 60 default points | | | | | | | | | | | | | | |
| 26% - 50% | 100 default points | | | | | | | | | | | | | | |
| 0% - 25% | 200 default points | | | | | | | | | | | | | | |
| For every incomplete Priority 1 item (additionally) | 10 default points | | | | | | | | | | | | | | |

| SERVICE LEVEL/KPI: 5 | | | | | | | | | | | |
|--------------------------------|--|------------------------------|-------------|----------------------------|------------------|------------------------------|-------------------|-------------------------------|-------------------|---------------------|-------------------|
| Specification Reference | 1.3 | Service Area / Output | Back Office | | | | | | | | |
| Service Levels/KPIs | The Service Provider provides 24/7 access to web services, except where services are suspended for planned maintenance or as required and as agreed with the Client Unit in writing 24 hours prior to the event. Web services are deemed to include (but are not limited to) the public interfaces with the Library Management System and Archives Management System. | | | | | | | | | | |
| Monitoring Arrangements | The Service Provider will maintain record of the availability of web services and will notify the Client Unit of any failure to meet the required service level. Any unplanned outage should be reported to the Council's Client Unit in writing and within 24 hours of the unplanned outage having occurred. | | | | | | | | | | |
| Monitoring frequency | Monthly | | | | | | | | | | |
| Priority Rating | A | | | | | | | | | | |
| Sanction | <p>Where web services are not available 24/7, except where services are suspended as agreed with the Client Unit in writing and in advance, the Service Provider will accept the following default points for unavailability:</p> <table border="0"> <tr> <td>1 hour – 2hours 59 minutes</td> <td>5 default points</td> </tr> <tr> <td>3 hours – 5 hours 59 minutes</td> <td>15 default points</td> </tr> <tr> <td>6 hours – 11 hours 59 minutes</td> <td>20 default points</td> </tr> <tr> <td>12 hours – 24 hours</td> <td>30 default points</td> </tr> </table> | | | 1 hour – 2hours 59 minutes | 5 default points | 3 hours – 5 hours 59 minutes | 15 default points | 6 hours – 11 hours 59 minutes | 20 default points | 12 hours – 24 hours | 30 default points |
| 1 hour – 2hours 59 minutes | 5 default points | | | | | | | | | | |
| 3 hours – 5 hours 59 minutes | 15 default points | | | | | | | | | | |
| 6 hours – 11 hours 59 minutes | 20 default points | | | | | | | | | | |
| 12 hours – 24 hours | 30 default points | | | | | | | | | | |

| SERVICE LEVEL/KPI: 6 | | | |
|--------------------------------|--|------------------------------|-------------|
| Specification Reference | 1.3 | Service Area / Output | Back Office |
| Service Levels/KPIs | Public IT facilities (such as People's Network terminals, public wifi and self-service kiosks) are working and available for use during Minimum Opening Hours except where planned maintenance is agreed at least 24 hours in advance with the Client Unit. | | |
| Monitoring Arrangements | <p>The Service Provider will notify the Council of any failure to make public IT facilities available during library opening hours. The Service Provider will log all IT issues, including any loss of availability. The Client Unit may request the latest version of these logs at any time and the Service Provider must provide it no later than the next working day.</p> <p>When notifying the Client Unit of any loss of service availability, the Service Provider will provide information relating to:</p> <ul style="list-style-type: none"> • The reason for the lack of availability • The number of sites affected • The quantity of time for which facilities are not available • The number of People's Network or self-service terminals affected (if applicable) • What action was taken to resolve the issue and what action the Service Provider will take to prevent a similar occurrence in the future. | | |
| Monitoring frequency | Monthly | | |
| Priority Rating | A | | |
| Sanction | <p>For each site affected, the following number of default points will apply:</p> <ul style="list-style-type: none"> • For every full business day (or 2 half days within a one month period) that public wifi is consistently not available in one library, for any reason other than the reasons established in paragraph 3.6, the Service Provider will receive 10 points per library affected • For every full business day that there is more than one Public Network terminal that is not available (per library), the Service Provider will receive 1 point for each terminal not available. • Alternatively, for every full business day (or 2 half days) where all Public Network terminals are unavailable for any reason other than the reasons established in paragraph 3.6, the Service Provider will receive 10 points for each library affected. | | |

| | |
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| | <ul style="list-style-type: none">• For every full business day (or 2 half days) that self- service equipment is not available in one library (including community managed libraries with self- service kiosks), for any reason other than the reasons established in paragraph 3.6, the Service Provider will receive 10 points per library affected |
|--|---|

Please note that the above penalties are **not** applied where the Service Provider accrues points in conjunction with KPI 1 (library closures).

| SERVICE LEVEL/KPI: 7 | | | | | | | | | | | | | |
|--------------------------------|---|------------------------------|-------------|------------|------------------|-----------|------------------|-----------|-------------------|-----------|-------------------|----------|-------------------|
| Specification Reference | 1.3 | Service Area / Output | Back Office | | | | | | | | | | |
| Service Levels/KPIs | The Service Provider will develop a Marketing Plan for the Council's Library Service which is approved by the Client Unit in accordance with the Specification. Actions identified in the Marketing Plan are delivered in accordance with the submitted programme. The Marketing Plan will clarify the marketing channels to be used and will specify how quality marketing outputs will be achieved. | | | | | | | | | | | | |
| Monitoring Arrangements | <p>Quarterly progress reports against actions identified in the marketing plans are submitted to the Client Unit for review. Any proposed amendments to the actions for the following quarters should be submitted as part of this report and must be agreed by the Client Unit. Amendments should be based on clear evidence of changing circumstances.</p> <p>The report should demonstrate the percentage of activities identified in the Marketing Plans that were delivered in that quarter against the programme.</p> | | | | | | | | | | | | |
| Monitoring frequency | Quarterly | | | | | | | | | | | | |
| Priority Rating | C | | | | | | | | | | | | |
| Sanction | <p>At least 90% of actions identified should be delivered each quarter to the agreed quality output standard (unless the Client Unit agree in writing that an action can be removed or transferred to another quarter). Default points will be accrued by the Service Provider for the percentage of actions delivered in accordance with the table below:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">90% - 100%</td> <td style="text-align: right;">0 default points</td> </tr> <tr> <td>76% - 90%</td> <td style="text-align: right;">5 default points</td> </tr> <tr> <td>51% - 75%</td> <td style="text-align: right;">10 default points</td> </tr> <tr> <td>26% - 50%</td> <td style="text-align: right;">25 default points</td> </tr> <tr> <td>0% - 25%</td> <td style="text-align: right;">50 default points</td> </tr> </table> | | | 90% - 100% | 0 default points | 76% - 90% | 5 default points | 51% - 75% | 10 default points | 26% - 50% | 25 default points | 0% - 25% | 50 default points |
| 90% - 100% | 0 default points | | | | | | | | | | | | |
| 76% - 90% | 5 default points | | | | | | | | | | | | |
| 51% - 75% | 10 default points | | | | | | | | | | | | |
| 26% - 50% | 25 default points | | | | | | | | | | | | |
| 0% - 25% | 50 default points | | | | | | | | | | | | |

| SERVICE LEVEL/KPI: 8 | | | |
|--------------------------------|--|------------------------------|-------------|
| Specification Reference | 1.3 | Service Area / Output | Back Office |
| Service Levels/KPIs | <p>The Service Provider will manage the hire of space in libraries according to the conditions of hire, which are to be agreed annually by the Client Unit as set out in the Specification. All events will be managed and booked according to the conditions of hire as agreed by the Client Unit. No space or venue hire arrangements shall impact on normal library operations or the availability of library space and facilities to all customers, unless agreed in writing with the Client Unit in advance. The granting of such permission will be solely at the discretion of the Client Unit.</p> | | |
| Monitoring Arrangements | <p>The Service Provider will keep a record of all hire of library premises, including the reason for hire, date, duration, space occupied and a log of any issues arising. A log of complaints received shall also be maintained, including the times complaints were received, or issues were identified, action taken to manage those complaints/issues and the time at which the complaint/issue was resolved</p> <p>The Client Unit may request a copy of these records at any time and the Service Provider must provide these on the next working day.</p> <p>The Service Provider will notify the Client Unit of any failure to comply with this KPI within 24 hours, and must report the failure formally within that month.</p> <p>The Service Provider must rectify any breach of the conditions of hire, or any adverse impact caused by space or venue hire on normal library operations, during any event, within 15 minutes.</p> | | |
| Monitoring frequency | Monthly | | |
| Priority Rating | B | | |
| Sanction | <p>The Service Provider will accept 10 default points for any of the following:</p> <ul style="list-style-type: none"> • If the Service Provider is found to have booked events that fall outside the scope of the conditions of hire • If the Service Provider fails to rectify breaches of the conditions of hire during events within 15 minutes of any breach being identified • The Service Provider allows space/room hire to have an adverse impact on library operations and fails to rectify this within 15 minutes of the impact being identified. | | |

| SERVICE LEVEL/KPI: 9 | | | | | | | | | | | |
|--------------------------------|--|------------------------------|----------------------------|----------------------------|------------------|------------------------------|-------------------|-------------------------------|-------------------|---------------------|-------------------|
| Specification Reference | 1.4 | Service Area / Output | Local Studies and Archives | | | | | | | | |
| Service Levels/KPIs | <p>Local Studies and Archives services are available to the public during library opening hours, except where planned closures are agreed in writing and at least 28 days in advance with the Client Unit.</p> <p>Online Local Studies and Archives services are updated and available 24/7 except where they are suspended for planned maintenance or as required and is agreed at least 24 hours in advance by the Client Unit.</p> | | | | | | | | | | |
| Monitoring Arrangements | <p>The Service Provider will maintain a record of the availability of Local Studies and Archives Services (both in Libraries and online) and will notify the Client Unit of any failure to meet the required service level within 24 hours.</p> <p>The Client Unit may request the latest version of these records at any time and the Service Provider must provide it on the next working day.</p> | | | | | | | | | | |
| Monitoring frequency | Monthly | | | | | | | | | | |
| Priority Rating | A | | | | | | | | | | |
| Sanction | <p>Where online Local Studies and Archive services are not available, the Service Provider will receive the following default points:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">1 hour – 2hours 59 minutes</td> <td style="text-align: right;">5 default points</td> </tr> <tr> <td>3 hours – 5 hours 59 minutes</td> <td style="text-align: right;">15 default points</td> </tr> <tr> <td>6 hours – 11 hours 59 minutes</td> <td style="text-align: right;">20 default points</td> </tr> <tr> <td>12 hours – 24 hours</td> <td style="text-align: right;">30 default points</td> </tr> </table> <p>Where Local Studies and Archive Centres are not available to the public during library opening hours, the Service Provider will receive the following default points:</p> <p>10 minutes - 2 hours 59 minutes - 5 default points</p> <p>3 hours – 5 hours 59 minutes - 15 default points</p> <p>6 hours – a full day for that library - 30 default points</p> <p>Please note – this penalty WILL be applied in conjunction with KPI 1 (library closures), should closures at Central Libraries affect the availability of Local Studies and Archives services</p> | | | 1 hour – 2hours 59 minutes | 5 default points | 3 hours – 5 hours 59 minutes | 15 default points | 6 hours – 11 hours 59 minutes | 20 default points | 12 hours – 24 hours | 30 default points |
| 1 hour – 2hours 59 minutes | 5 default points | | | | | | | | | | |
| 3 hours – 5 hours 59 minutes | 15 default points | | | | | | | | | | |
| 6 hours – 11 hours 59 minutes | 20 default points | | | | | | | | | | |
| 12 hours – 24 hours | 30 default points | | | | | | | | | | |

| SERVICE LEVEL/KPI: 10 | | | |
|--------------------------------|---|------------------------------|----------------------------|
| Specification Reference | 1.4 | Service Area / Output | Local Studies and Archives |
| Service Levels/KPIs | The Service Provider will have full Archive Service Accreditation standard as detailed in the Specification. | | |
| Monitoring Arrangements | <p>The Service Provider will provide annual evidence of their accredited status.</p> <p>The Service Provider will notify the Council's Client Unit within 24 hours of a failure to meet this requirement and will provide the Client Unit with a written statement on their proposed action to achieve accreditation which will include their timescales for doing so. They will provide an update report monthly until they are awarded accreditation.</p> | | |
| Monitoring frequency | Annually | | |
| Priority Rating | B | | |
| Sanction | Any failure to sustain accreditation as defined in the Specification will result in the Service Provider receiving 150 default points, and thereafter a further 5 default points for every month that it continues to be without accreditation, except where there is clear evidence that accreditation has been delayed solely due to the actions of the awarding body not observing its own timetable for the award of accreditation. | | |

| SERVICE LEVEL/KPI: 11 | | | | | | | | | | | | | | | |
|--|--|------------------------------|----------------------------|------------|------------------|-----------|-------------------|-----------|-------------------|-----------|-------------------|----------|--------------------|--|------------------|
| Specification Reference | 1.4 | Service Area / Output | Local Studies and Archives | | | | | | | | | | | | |
| Service Levels/KPIs | The Service Provider will develop Local Studies and Archives Plan which will be agreed with the Client Unit in accordance with the Specification. The Service Provider will deliver the actions identified in this plan. | | | | | | | | | | | | | | |
| Monitoring Arrangements | <p>Quarterly progress reports against actions identified in the Local Studies and Archives Plan are submitted to the Client Unit for review. Any proposed amendments to the actions for the following quarters should be submitted as part of this report and must be agreed by the Client Unit. Amendments should be based on clear evidence of changing local need.</p> <p>The report should demonstrate the percentage of activities identified in the Plan that were delivered in that quarter against the programme.</p> | | | | | | | | | | | | | | |
| Monitoring frequency | Quarterly | | | | | | | | | | | | | | |
| Priority Rating | B | | | | | | | | | | | | | | |
| Sanction | <p>At least 90% of actions identified should be delivered each quarter. This must include 100% of priority 1 items as identified in the plans. Default points will be accrued by the Service Provider for the percentage of actions delivered in accordance with the table below:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">91% - 100%</td> <td style="width: 40%;">0 default points</td> </tr> <tr> <td>76% - 90%</td> <td>20 default points</td> </tr> <tr> <td>51% - 75%</td> <td>40 default points</td> </tr> <tr> <td>26% - 50%</td> <td>60 default points</td> </tr> <tr> <td>0% - 25%</td> <td>100 default points</td> </tr> <tr> <td>For each incomplete Priority 1 item (additionally)</td> <td>5 default points</td> </tr> </table> | | | 91% - 100% | 0 default points | 76% - 90% | 20 default points | 51% - 75% | 40 default points | 26% - 50% | 60 default points | 0% - 25% | 100 default points | For each incomplete Priority 1 item (additionally) | 5 default points |
| 91% - 100% | 0 default points | | | | | | | | | | | | | | |
| 76% - 90% | 20 default points | | | | | | | | | | | | | | |
| 51% - 75% | 40 default points | | | | | | | | | | | | | | |
| 26% - 50% | 60 default points | | | | | | | | | | | | | | |
| 0% - 25% | 100 default points | | | | | | | | | | | | | | |
| For each incomplete Priority 1 item (additionally) | 5 default points | | | | | | | | | | | | | | |

| SERVICE LEVEL/KPI: 12 | | | |
|--------------------------------|---|------------------------------|---|
| Specification Reference | 1.4 | Service Area / Output | Local Studies and Archives – Bromley Museum Exhibitions and Collections |
| Service Levels/KPIs | The Service Provider will have Museum Accreditation as detailed in the Specification. | | |
| Monitoring Arrangements | <p>The Service Provider will provide annual evidence of their accredited status.</p> <p>The Service Provider will notify the Council's Client Unit within 24 hours of a failure to meet this requirement and will provide the Client Unit with a written statement on their proposed action to achieve accreditation which will include their timescales for doing so. They will provide an update report monthly until they are awarded accreditation.</p> | | |
| Monitoring frequency | Annually | | |
| Priority Rating | A | | |
| Sanction | Any failure to sustain Museum Accreditation as defined in the Specification will result in the Service Provider receiving 150 default points, and thereafter a further 5 default points for every month that it continues to be without accreditation, except where there is clear evidence that accreditation has been delayed solely due to the actions of the awarding body not observing its own timetable for the award of accreditation. | | |

| SERVICE LEVEL/KPI: 13 | | | | | | | | | | | |
|--------------------------------|--|------------------------------|----------------------|-----------|-------------------|-----------|-------------------|-----------|-------------------|----------|--------------------|
| Specification Reference | 1.5 | Service Area / Output | Home Library Service | | | | | | | | |
| Service Levels/KPIs | <p>The Service Provider will deliver the Home Library Service to ensure that:</p> <ul style="list-style-type: none"> • A user should not wait more than one month from the date of their registration for an initial visit from the Home Library Service • All beneficiaries of the service receive monthly visits. | | | | | | | | | | |
| Monitoring Arrangements | <p>The Service Provider will report monthly on:</p> <ul style="list-style-type: none"> • New registered users for the Home Library Service, including date of registration • The date that newly registered users receive their first visit • Total number of users of the Home Library Service • Number of users who received a monthly visit from the Home Library Service. | | | | | | | | | | |
| Monitoring frequency | Monthly | | | | | | | | | | |
| Priority Rating | A | | | | | | | | | | |
| Sanction | <p>If the number of beneficiaries who receives a monthly visit falls below 95%, including new clients receiving their first visit within 1 month of registering, the following default points for the percentage of beneficiaries receiving a visit will apply:</p> <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">76% - 95%</td> <td style="text-align: right;">15 default points</td> </tr> <tr> <td style="text-align: center;">51% - 75%</td> <td style="text-align: right;">30 default points</td> </tr> <tr> <td style="text-align: center;">26% - 50%</td> <td style="text-align: right;">75 default points</td> </tr> <tr> <td style="text-align: center;">0% - 25%</td> <td style="text-align: right;">150 default points</td> </tr> </table> | | | 76% - 95% | 15 default points | 51% - 75% | 30 default points | 26% - 50% | 75 default points | 0% - 25% | 150 default points |
| 76% - 95% | 15 default points | | | | | | | | | | |
| 51% - 75% | 30 default points | | | | | | | | | | |
| 26% - 50% | 75 default points | | | | | | | | | | |
| 0% - 25% | 150 default points | | | | | | | | | | |

| SERVICE LEVEL/KPI: 14 | | | |
|--------------------------------|--|------------------------------|-----------------|
| Specification Reference | | Service Area / Output | NOT USED |
| Service Levels/KPIs | | | |
| Monitoring Arrangements | | | |
| Monitoring frequency | | | |
| Priority rating | | | |
| Sanction | | | |

| SERVICE LEVEL/KPI: 15 | | | |
|--------------------------------|--|------------------------------|-----------------|
| Specification Reference | | Service Area / Output | NOT USED |
| Service Levels/KPIs | | | |
| Monitoring Arrangements | | | |
| Monitoring frequency | | | |
| Priority Rating | | | |
| Sanction | | | |

| SERVICE LEVEL/KPI: 16 | | | |
|--------------------------------|--|------------------------------|-----------------|
| Specification Reference | | Service Area / Output | NOT USED |
| Service Levels/KPIs | | | |
| Monitoring Arrangements | | | |
| Monitoring frequency | | | |
| Priority Rating | | | |
| Sanction | | | |

| SERVICE LEVEL/KPI: 17 | | | |
|--------------------------------|--|------------------------------|-----------------|
| Specification Reference | | Service Area / Output | NOT USED |
| Service Levels/KPIs | | | |
| Monitoring Arrangements | | | |
| Monitoring frequency | | | |
| Priority Rating | | | |
| Sanction | | | |

| SERVICE LEVEL/KPI: 18 | | | |
|--------------------------------|--|------------------------------|----------|
| Specification Reference | | Service Area / Output | NOT USED |
| Service Levels/KPIs | | | |
| Monitoring Arrangements | | | |
| Monitoring frequency | | | |
| Priority Rating | | | |
| Sanction | | | |

| SERVICE LEVEL/KPI: 19 | | | |
|--------------------------------|-----|---|--------------------|
| Specification Reference | 2.1 | Service Area / Output | Service Management |
| Service Levels/KPIs | | <p>The Service Provider will produce:</p> <ul style="list-style-type: none"> • Library Strategies • Medium Term Priorities • Annual Service Plans <p>in accordance with section 2.1 of the Specification. These documents should be produced to a good standard and submitted to the Council in accordance with the identified timescales.</p> | |
| Monitoring Arrangements | | The Service Provider will submit the relevant documents to the Client Unit within the specified timeframe. | |
| Monitoring frequency | | Quinquennially, annually, or as agreed between the Service Provider and the Client Unit depending on the document. | |
| Priority Rating | | B | |
| Sanction | | The Service Provider will accept 2 default points for every day that the documents are submitted after the specified deadlines, including any deadlines set by the Client Unit for re-drafting of documents that do not meet the required quality standards. | |

| SERVICE LEVEL/KPI: 20 | | | | | | | | | | | | | |
|--------------------------------|-------------------|---|--|------------|------------------|-----------|-------------------|-----------|-------------------|-----------|-------------------|----------|-------------------|
| Specification Reference | 2.3 | Service Area / Output | Customer Service and Complaints | | | | | | | | | | |
| Service Levels/KPIs | | <p>Complaints are dealt with in accordance with timeframes identified in the Service Provider's tender submission.</p> <p>98% of complaints that are received are responded to and resolved to the Council's satisfaction within the specified timescales.</p> | | | | | | | | | | | |
| Monitoring Arrangements | | <p>The Service Provider will maintain a log of all complaints received and a separate log of all comments received by the public. The Service Provider will log the stage at which each complaint in the Complaints Log is within their complaints resolution process.</p> <p>Where a complaint has been through all stages in the Service Provider's complaint's resolution process, but has not been resolved and has therefore been referred to the Council, these complaints will be treated as unresolved until the Client Unit advise the Service Provider that they have been resolved.</p> <p>The Service Provider will submit a monthly report which summarises feedback from customers and which includes the main complaints received. The Client Unit may request the latest version of the complaints log and comments log and the Service Provider must provide it on the next working day.</p> | | | | | | | | | | | |
| Monitoring frequency | | Monthly | | | | | | | | | | | |
| Priority Rating | | A | | | | | | | | | | | |
| Sanction | | <p>At least 98% of complaints should be responded to within the specified timeframe. The Service Provider will receive the following number default points for the percentage of complaints responded to within the specified timeframes:</p> <table border="0"> <tr> <td>98% - 100%</td> <td>0 default points</td> </tr> <tr> <td>76% – 97%</td> <td>10 default points</td> </tr> <tr> <td>51% - 75%</td> <td>20 default points</td> </tr> <tr> <td>26% - 50%</td> <td>50 default points</td> </tr> <tr> <td>0% - 25%</td> <td>75 default points</td> </tr> </table> | | 98% - 100% | 0 default points | 76% – 97% | 10 default points | 51% - 75% | 20 default points | 26% - 50% | 50 default points | 0% - 25% | 75 default points |
| 98% - 100% | 0 default points | | | | | | | | | | | | |
| 76% – 97% | 10 default points | | | | | | | | | | | | |
| 51% - 75% | 20 default points | | | | | | | | | | | | |
| 26% - 50% | 50 default points | | | | | | | | | | | | |
| 0% - 25% | 75 default points | | | | | | | | | | | | |

| SERVICE LEVEL/KPI: 21 | | | | | | | | | |
|---|--|------------------------------|--|-----------------------------|------------------|---|-------------------|----------------------------|-------------------|
| Specification Reference | 2.5 | Service Area / Output | Library Management System and Archives Management System | | | | | | |
| Service Levels/KPIs | The Library Management System and Archive Management System are available for staff and back office transactions during the Minimum Opening Hours, except where there is planned outage which is agreed with the Client Unit at least 24 hours in advance. | | | | | | | | |
| Monitoring Arrangements | <p>The Service Provider will maintain record of the availability of the systems and will notify the Client Unit of any failure to meet the required service level. The Client Unit must be able to request the latest version of these records at any time and the Service Provider must provide it no later than the next working day.</p> <p>Any unplanned outage should be reported to the Council's Client Unit immediately by telephone or by email and formally in writing and within 24 hours of the unplanned outage having occurred.</p> | | | | | | | | |
| Monitoring frequency | Monthly | | | | | | | | |
| Priority Rating | A | | | | | | | | |
| Sanction | <p>Where the systems are not available within the Minimum Opening Hours except where services are suspended as agreed with the Client Unit in writing and in advance, the Service Provider will accept the following default points:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">1 hour – 3 hours 29 minutes</td> <td style="text-align: right;">5 default points</td> </tr> <tr> <td>3 hours 30 minutes – 6 hours 59 minutes</td> <td style="text-align: right;">10 default points</td> </tr> <tr> <td>Full day (7 hours or more)</td> <td style="text-align: right;">20 default points</td> </tr> </table> | | | 1 hour – 3 hours 29 minutes | 5 default points | 3 hours 30 minutes – 6 hours 59 minutes | 10 default points | Full day (7 hours or more) | 20 default points |
| 1 hour – 3 hours 29 minutes | 5 default points | | | | | | | | |
| 3 hours 30 minutes – 6 hours 59 minutes | 10 default points | | | | | | | | |
| Full day (7 hours or more) | 20 default points | | | | | | | | |

| SERVICE LEVEL/KPI: 22 | | | |
|--------------------------------|--|------------------------------|------------------|
| Specification Reference | 2.6 | Service Area / Output | Stock Purchasing |
| Service Levels/KPIs | The Service Provider will produce an annual Stock Plan which demonstrates how they will deliver the Stock Policy for the relevant year. This plan should identify the budget for stock purchasing, the Service Provider's intended providers, the timeframe for the supply chain to get stock to libraries and make it shelf ready, and their specification for stock purchasing, based on clear evidence that identifies how the stock purchase will meet the needs of service users. | | |
| Monitoring Arrangements | The Service Provider will provide a monthly update on annual Stock Plan, indicating how it is delivering the implementation of the Stock Policy including the amount that they have spent on stock, the quantity of items purchased, what they have purchased and how they have purchased it. | | |
| Monitoring frequency | Monthly | | |
| Priority Rating | B | | |
| Sanction | Where the Service Provider deviates from the Stock Plan without the prior written consent of the Client Unit, the Service Provider will incur 10 default points for each deviation. | | |

| SERVICE LEVEL/KPI: 23 | | | |
|--------------------------------|--|------------------------------|---------------------|
| Specification Reference | 2.8 | Service Area / Output | Business Continuity |
| Service Levels/KPIs | The Service Provider shall update their Business Continuity Plan on an annual basis or when required by any significant change that impacts on operations, and supply a copy to the Client Unit. | | |
| Monitoring Arrangements | The Service Provider will provide the Client Unit with an electronic copy of their Business Continuity Plan by the agreed submission date. | | |
| Monitoring frequency | Annually | | |
| Priority Rating | C | | |
| Sanction | The Service Provider will receive 5 default points for every week that the plan is not submitted after the specified deadline. | | |

| SERVICE LEVEL/KPI: 24 | | | |
|--------------------------------|---|------------------------------|--------------------------------|
| Specification Reference | 2.9 | Service Area / Output | Mobilisation and Exit Planning |
| Service Levels/KPIs | The Service Provider shall update their Exit Plan on an annual basis and supply a copy to the Client Unit. | | |
| Monitoring Arrangements | The Service Provider will provide the Client Unit with an electronic copy of their Exit Plan by the stated date. | | |
| Monitoring frequency | Annually | | |
| Priority Rating | C | | |
| Sanction | The Service Provider will receive 5 default points for every week that the Exit Plan is not submitted after the specified deadline. | | |

| SERVICE LEVEL/KPI: 25 | | | |
|--------------------------------|--|------------------------------|---------------------------|
| Specification Reference | 3.3 and 3.10 | Service Area / Output | Cleaning and Housekeeping |
| Service Levels/KPIs | <p>The level of cleanliness must be visibly acceptable:</p> <ul style="list-style-type: none"> Floors should be litter and dust free, and free from spillages, spoilages, stains and scuff marks. Furniture, fixtures and fittings should be mark, stain, graffiti and smear free and should have a polished appearance. Walls should be kept mark and stain free Windows and glass partitions should be cleaned so that there are no marks or smears Chewing gum should be removed from floors, fixtures and fittings Toilets should be cleaned appropriately and with germicidal detergent solutions. Waste bins and containers should be regularly emptied and disposal should be hygienic. Kitchen areas should be cleaned so that all dirt, debris, spillages, grease and timescale is removed using appropriate agents. | | |
| Monitoring Arrangements | <p>The Client Unit reserve the right to inspect the libraries at any moment in time and without giving notice, but will undertake a quarterly check of cleanliness at each library via a planned monitoring tour. The Client Unit anticipate spot check libraries in response to complaints and reserve the right to undertake mystery shopper exercises in this respect.</p> <p>The Service Provider will keep a daily log of any issues with cleanliness and the cleaning undertaken, including the period within which issues were rectified which must be available to the Client Unit within 24 hours of their request.</p> | | |

| | |
|-----------------------------|--|
| | The Service Provider will maintain up to date risk assessments, including COSHH sheets relating to cleaning and make these available to the Client Unit(s) within 24 |
| Monitoring frequency | Quarterly |
| Priority Rating | B |
| Sanction | <p>Where the level of cleanliness is deemed to be unsatisfactory at a library, the Service Provider will accept 30 default points in relation to any issue that is not resolved in the specified rectification period as detailed in the Monitoring Notice issued.</p> <p>The Service Provider will accept an additional sanction of 30 default points where any service area (including toilets, kitchen facilities, or significant public space) is not available due to the level of cleanliness.</p> <p>The Service Provider will accept a sanction of 30 default points if they do not maintain up to date risk assessments or COSHH sheets relating to cleaning.</p> |

| SERVICE LEVEL/KPI: 26 | | | |
|--------------------------------|--------------------|---|---|
| Specification Reference | 3.2 and 3.9 | Service Area / Output | Health and Safety and Safeguarding |
| Service Levels/KPIs | | The Service Provider will fulfil its duties in relation to health and safety, safeguarding and community safety, as defined in the Specification, contract terms and leases. | |
| Monitoring Arrangements | | <p>The Service Provider will keep a record of all incidents</p> <p>The Service Provider will maintain a record of all procedures and processes relating to Health and Safety and will review these quarterly.</p> <p>The Service Provider will ensure that all staff are appropriately trained in all relevant matters relating to Health and Safety, safeguarding and community safety.</p> <p>The Client Team may request the above information at any time and it will be supplied no later than the next working day.</p> | |
| Monitoring frequency | | Quarterly | |
| Priority Rating | | A | |
| Sanction | | The Service Provider will accept 100 default points for any breach of the contract terms or lease terms relating to Health and Safety. (Please note that this penalty does not replace the contract or lease terms in relation to the Council's right to take action in relation to Health and Safety, safeguarding and community safety issues) | |

| SERVICE LEVEL/KPI: 27 | | | |
|--------------------------------|--|------------------------------|----------------------|
| Specification Reference | 3.1 and 3.8 | Service Area / Output | Building maintenance |
| Service Levels/KPIs | The Service Provider will maintain library properties and undertake reactive and planned maintenance in accordance with the leases on these properties | | |
| Monitoring Arrangements | <p>The Service Provider will keep a record of all planned and reactive maintenance, including servicing of equipment.</p> <p>The Client Unit(s) may request this information at any time and it will be supplied no later than the next working day.</p> | | |
| Monitoring frequency | Quarterly | | |
| Priority Rating | B | | |
| Sanction | <p>The Service Provider will receive 30 default points for each substantial incident of failure to maintain the properties in accordance with the terms of the leases. (Please note that this sanction does not replace the lease terms in relation to the Council's right to take action relating to maintenance)</p> <p>There will be a sanction where any service area (including toilets, kitchen facilities, or significant public space) is not available due to failure of the Service Provider to maintain the properties; the Service Provider will accrue an additional 30 default points in relation to any issue that is not resolved in the specified rectification period as detailed in the Monitoring Notice issued.</p> | | |

| SERVICE LEVEL/KPI: 28 | | | |
|--------------------------------|---|------------------------------|------------------|
| Specification Reference | 2.4 | Service Area / Output | Staff management |
| Service Levels/KPIs | The Service Provider will train and manage staff, including the application of disciplinary procedures, in accordance with the Specification and the contract terms. | | |
| Monitoring Arrangements | <p>The Service Provider will maintain a record of all staff training and all disciplinary action taken against staff.</p> <p>The Client Unit(s) may request this information at any time and it is to be provided no later than the next working day.</p> | | |
| Monitoring frequency | Monthly | | |
| Priority Rating | C | | |
| Sanction | The Service Provider will accept 10 default points for each identified incident in which it has failed to properly train or manage staff, as set out in the contract terms (This KPI is in addition to the contract terms) | | |

| SERVICE LEVEL/KPI: 29 | | | |
|--------------------------------|---|------------------------------|-----------------------------------|
| Specification Reference | 2.7 | Service Area / Output | Managing the Council's reputation |
| Service Levels/KPIs | The Service Provider will manage the Council's reputation in accordance with the Specification | | |
| Monitoring Arrangements | <p>The Service Provider will liaise with the Client Unit regarding all external communications.</p> <p>The Service Provider will manage the display of materials in libraries.</p> <p>The Service Provider will manage staff use of social media in accordance with the duty to manage the Council's reputation and in accordance with its policy on social media use (which is to be agreed annually with the Client Unit)</p> | | |
| Monitoring frequency | Monthly | | |
| Priority Rating | A | | |
| Sanction | <p>The Service Provider will accept 30 default points for each incident in which it engages in external communications (including entering into discussions with the press) without the prior consent of the Client Unit.</p> <p>The Service Provider will accept 15 default points for each incident of misuse of social media by staff or other representatives of the Service Provider, in accordance with its policy on social media.</p> <p>The Service Provider will accept 15 default points for each incident of the display of materials in a library that is outside of the agreed notice display policy and that is deemed to pose a reputational risk to the Council.</p> | | |

| SERVICE LEVEL/KPI: 30 | | | |
|--------------------------------|---|------------------------------|------------------------------------|
| Specification Reference | N/A | Service Area / Output | Responding to information requests |
| Service Levels/KPIs | The Service Provider will respond to information requests by the Client Unit as set out in this document | | |
| Monitoring Arrangements | <p>The Service Provider will maintain a log of information requests from the Client Unit, including response times.</p> <p>Where a deadline for responding to a request is not set out in the log document (i.e. ad-hoc requests for information not recorded as standard monitoring), the Client Unit and the Service Provider will agree a deadline for providing the requested information within 1 working day of the request being received.</p> | | |
| Monitoring frequency | Monthly | | |
| Priority Rating | C | | |
| Sanction | The Service Provider will accept 5 default points for each day that it is late in providing information requested by the Client Unit. | | |

| SERVICE LEVEL/KPI: 31 | | | |
|--------------------------------|------------|--|------------------------|
| Specification Reference | N/A | Service Area / Output | Quality Systems |
| Service Levels/KPIs | | The Service Provider will implement the quality systems as set out in their submitted method statement(s). | |
| Monitoring Arrangements | | <p>The Service Provider will provide evidence that it has implemented its quality systems including the provision of any certificates of accreditation.</p> <p>The Client Unit may audit the quality systems upon giving reasonable notice in writing.</p> | |
| Monitoring frequency | | Annually | |
| Priority Rating | | B | |
| Sanction | | The Service Provider will accept 50 default points for each instance that they fail to follow the agreed processes and strategies in implementing their quality systems. | |

**Part VII Service Levels and Key Performance Indicators
Appendix A: Worked Example of Default Points**

This worked example is to demonstrate how default points might be accrued, and the financial consequences they might have, over the course of one contract year.

This worked example is based on an annual contract price of £3million (which is being used for illustrative purposes only).

A financial sanction for non-performance is levied for every point that is accrued. Each point has a value of 0.001% of the annual contract price. For this worked example, 0.001% of £3million is £30.

Worked Example

Month 1

| | |
|------------------------------------|---|
| Service Level/KPI Reference | 1 |
| Description of performance failure | Failure to meet the minimum opening hours: <ul style="list-style-type: none"> • Library A closed for 1 hour between <times> on <date> • Libraries B, C and D fail to open for 10 minutes on <dates> • Library E fails to open for 30 minutes between <times> on <date> |
| Default points assigned | <ul style="list-style-type: none"> • 15 default points • 45 default points • 15 default points <p>TOTAL: 75 default points</p> |

| | |
|------------------------------------|--|
| Service Level/KPI Reference | 5 |
| Description of performance failure | Web services are not available for 3 hours on <date> |
| Default points assigned | 15 default points |

| | |
|------------------------------------|--|
| Service Level/KPI Reference | 21 |
| Description of performance failure | Library Management System is not available for back office functions for 3 hours on <date> |
| Default points assigned | 5 points |

| | |
|------------------------------------|--|
| Service Level/KPI Reference | 20 |
| Description of performance failure | 78% of complaints are managed within the agreed timeframe. |
| Default points assigned | 10 points |

Total Default Points

| | | |
|---|---|-----|
| A | Total default points accrued in Month 1 | 105 |
|---|---|-----|

Impact on monthly invoice

| | |
|--|----------|
| Fixed monthly price (1/12 of annual contract value) | £250,000 |
| Financial sanctions to be applied (A x 0.001% of the annual contract value) | £3,150 |
| Amount payable (fixed monthly price less the financial sanctions applied) | £246,850 |

Month 2

| | |
|------------------------------------|---|
| Service Level/KPI Reference | 6 |
| Description of performance failure | Public wifi is not available in libraries A, B and C for a day. |
| Default points assigned | 30 |

| | |
|------------------------------------|---|
| Service Level/KPI Reference | 6 |
| Description of performance failure | 2 Public Network Terminals are not available in Library E for 10 days |
| Default points assigned | 20 |

Total Default Points

| | | |
|---|---|----|
| A | Total default points accrued in Month 2 | 50 |
|---|---|----|

Impact on monthly invoice

| | |
|--|----------|
| Fixed monthly price (1/12 of annual contract value) | £250,000 |
| Financial sanctions to be applied (A x 0.001% of the annual contract value) | £1,500 |
| Amount payable (fixed monthly price less the financial sanctions applied) | £248,500 |

Month 3

| | |
|------------------------------------|---|
| Service Level/KPI Reference | 4 |
| Description of performance failure | 68% of actions identified in the Service Plan for Children and Families are delivered in Quarter 1 70% of actions identified in the Service Plan for Stock and Reader Development are delivered in Quarter 1 |
| Default points assigned | 120 |

| | |
|------------------------------------|---|
| Service Level/KPI Reference | 25 |
| Description of performance failure | Unsatisfactory cleaning inspection in Library F |
| Default points assigned | 30 |

Total Default Points

| | | |
|---|---|-----|
| A | Total default points accrued in Month 3 | 150 |
|---|---|-----|

Impact on monthly invoice

| | |
|--|----------|
| Fixed monthly price (1/12 of annual contract value) | £250,000 |
| Financial sanctions to be applied (A x 0.001% of the annual contract value) | £4,500 |
| Amount payable (fixed monthly price less the financial sanctions applied) | £245,500 |

Month 4

| | |
|------------------------------------|---|
| Service Level/KPI Reference | 25 |
| Description of performance failure | Unsatisfactory cleaning inspection in Library F |
| Default points assigned | 30 |

| | |
|------------------------------------|---|
| Service Level/KPI Reference | 13 |
| Description of performance failure | Number of users of the Home Library Services receiving a visit in the month was 80% |
| Default points assigned | 15 |

Total Default Points

| | | |
|---|---|----|
| A | Total default points accrued in Month 4 | 45 |
|---|---|----|

Impact on monthly invoice

| | |
|--|----------|
| Fixed monthly price (1/12 of annual contract value) | £250,000 |
| Financial sanctions to be applied (A x 0.001% of the annual contract value) | £1,350 |
| Amount payable (fixed monthly price less the financial sanctions applied) | £248,650 |

Month 5

| | |
|------------------------------------|--|
| Service Level/KPI Reference | 13 |
| Description of performance failure | Number of users of the Home Library Services receiving a visit in the month was 75%. |
| Default points assigned | 30 |

Total Default Points

| | | |
|---|---|----|
| A | Total default points accrued in Month 5 | 30 |
|---|---|----|

Impact on monthly invoice

| | |
|---|----------|
| Fixed monthly price (1/12 of annual contract value) | £250,000 |
| Financial sanctions to be applied (A x 0.001% of the annual contract value) | £900 |
| Amount payable (fixed monthly price less the financial sanctions applied) | £249,100 |

Month 6

| | |
|------------------------------------|--|
| Service Level/KPI Reference | 21 |
| Description of performance failure | The Archives Management System is not available for back office functions for one day. |
| Default points assigned | 20 |

| | |
|------------------------------------|--|
| Service Level/KPI Reference | 4/12 |
| Description of performance failure | 57% of actions identified in the Service Plan for IT are delivered in Quarter 2 72% of actions identified in the Service Plan for Local Studies and Archives are delivered in Quarter 2 |
| Default points assigned | 100 |

| | |
|------------------------------------|---|
| Service Level/KPI Reference | 1 |
| Description of performance failure | Library G failed to open for 20 minutes on <date> |
| Default points assigned | 15 |

Total Default Points

| | | |
|---|---|-----|
| A | Total default points accrued in Month 6 | 135 |
|---|---|-----|

Impact on monthly invoice

| | |
|---|----------|
| Fixed monthly price (1/12 of annual contract value) | £250,000 |
| Financial sanctions to be applied (A x 0.001% of the annual contract value) | £4,050 |
| Amount payable (fixed monthly price less the financial sanctions applied) | £245,950 |

Month 7

| | |
|------------------------------------|--|
| Service Level/KPI Reference | 10 |
| Description of performance failure | Service Provider fails to achieve Accredited Archives status |
| Default points assigned | 100 |

| | |
|------------------------------------|---|
| Service Level/KPI Reference | 13 |
| Description of performance failure | 74% of new users receive an initial visit from the Home Library Service within a month of registering |
| Default points assigned | 30 |

Total Default Points

| | | |
|---|---|-----|
| A | Total default points accrued in Month 7 | 130 |
|---|---|-----|

Impact on monthly invoice

| | |
|--|----------|
| Fixed monthly price (1/12 of annual contract value) | £250,000 |
| Financial sanctions to be applied (A x 0.001% of the annual contract value) | £3,900 |
| Amount payable (fixed monthly price less the financial sanctions applied) | 246,100 |

Month 8

| | |
|------------------------------------|--|
| Service Level/KPI Reference | 19 |
| Description of performance failure | The Service Provider submits their Annual Service Plans to the Council 5 days after the specified deadline |
| Default points assigned | 10 |

Total Default Points

| | | |
|---|---|----|
| A | Total default points accrued in Month 8 | 10 |
|---|---|----|

Impact on monthly invoice

| | |
|--|----------|
| Fixed monthly price (1/12 of annual contract value) | £250,000 |
| Financial sanctions to be applied (A x 0.001% of the annual contract value) | £300 |
| Amount payable (fixed monthly price less the financial sanctions applied) | £249,700 |

Month 9

| | |
|------------------------------------|---|
| Service Level/KPI Reference | 4 |
| Description of performance failure | 79% of actions identified in the Service Plan for Information and Learning are delivered in Quarter 3 |
| Default points assigned | 45 |

| | |
|------------------------------------|--|
| Service Level/KPI Reference | 20 |
| Description of performance failure | 73% of complaints are managed within the specified timeframe |
| Default points assigned | 20 |

| | |
|------------------------------------|--|
| Service Level/KPI Reference | 6 |
| Description of performance failure | 2 Public Network terminals are not available for 3 days in Library B |
| Default points assigned | 6 |

Total Default Points

| | | |
|---|---|----|
| A | Total default points accrued in Month 9 | 71 |
|---|---|----|

Impact on monthly invoice

| | |
|--|----------|
| Fixed monthly price (1/12 of annual contract value) | £250,000 |
| Financial sanctions to be applied (A x 0.001% of the annual contract value) | £2,130 |
| Amount payable (fixed monthly price less the financial sanctions applied) | £247,870 |

Month 10

| | |
|------------------------------------|---|
| Service Level/KPI Reference | 1 |
| Description of performance failure | Library C fails to open for 7 hours on <date> |
| Default points assigned | 60 |

Total Default Points

| | | |
|---|--|----|
| A | Total default points accrued in Month 10 | 60 |
|---|--|----|

Impact on monthly invoice

| | |
|---|----------|
| Fixed monthly price (1/12 of annual contract value) | £250,000 |
| Financial sanctions to be applied (A x 0.001% of the annual contract value) | £1,800 |
| Amount payable (fixed monthly price less the financial sanctions applied) | £248,200 |

Month 11

| | |
|------------------------------------|---|
| Service Level/KPI Reference | 5 |
| Description of performance failure | Web services are not available for 2 hours on <date> |
| Default points assigned | 5 |

| | |
|------------------------------------|--|
| Service Level/KPI Reference | 25 |
| Description of performance failure | The level of cleanliness at Library C is unsatisfactory |
| Default points assigned | 30 |

Total Default Points

| | | |
|---|---|----|
| A | Total default points accrued in Month 11 | 35 |
|---|---|----|

Impact on monthly invoice

| | |
|---|----------|
| Fixed monthly price (1/12 of annual contract value) | £250,000 |
| Financial sanctions to be applied (A x 0.001% of the annual contract value) | £1,050 |
| Amount payable (fixed monthly price less the financial sanctions applied) | £248,950 |

Month 12

| | |
|------------------------------------|---|
| Service Level/KPI Reference | 24 |
| Description of performance failure | The Exit Plan is submitted 2 weeks later than the specified deadline |
| Default points assigned | 10 |

Total Default Points

| | | |
|---|---|----|
| A | Total default points accrued in Month 12 | 10 |
|---|---|----|

Impact on monthly invoice

| | |
|---|----------|
| Fixed monthly price (1/12 of annual contract value) | £250,000 |
| Financial sanctions to be applied (A x 0.001% of the annual contract value) | £300 |
| Amount payable (fixed monthly price less the financial sanctions applied) | £249,700 |

Summary of Annual Performance

| | |
|--|------------|
| Annual Contract Price | £3,000,000 |
| Total number of default point accrued | 831 |
| Total value of sanctions (total number of sanctions x value per sanction) | £24,930 |
| Total contract price paid (annual contract price – total value of sanctions) | £2,975,070 |

The threshold for the Council to consider termination of the contract is 10,000 points.