



London Borough of Bromley

Schedule 4

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 (Schedule 1) 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 by 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's annual price for the delivery of this contract is set out in the Pricing Document (Schedule 2). This annual price is fixed, except where it might be amended from time to time in accordance with the Change Control Procedure (Schedule 5) 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 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) Business 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.

Performance Adjustment 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. Performance Adjustment 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 Performance Adjustment 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 reasonable 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 Performance Adjustment 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 Performance Adjustment 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 Performance Adjustment 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 Performance Adjustment 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 Performance Adjustment 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 may, at its 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 six months from the date of contract commencement during which performance against Service Levels and KPIs will be monitored but non-performance will not accumulate Performance Adjustment Points. After the expiry of the six 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. Prior to the end of the bedding in period, and at the beginning of every Contract Year thereafter, the parties shall meet to review the Service Levels and KPIs and agree any changes reasonably required by either party.

- 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 annual Contract Price (excluding, for the avoidance of doubt, any One-off Costs) (as inflated in accordance with the contract terms). For example, based on a £3m annual contract value, 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 Price (excluding, for the avoidance of doubt, any One-off Costs) and the Council may terminate the contract if the Service Provider accrues 10,000 points in one year, as set out in the contract terms.
- 3.13 The financial consequence of incurring Performance Adjustment Points 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 becomes aware that the Service Provider has failed to notify it of a failure to meet a Service Level or KPI identified in
 - paragraph 4 (and accrues additional Performance Adjustment 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 Unit 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 Performance Adjustment Points:</p> <p>10 minutes - 2 hours 59 minutes - 15 Performance Adjustment Points</p> <p>3 hours – 5 hours 59 minutes - 30 Performance Adjustment 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 <p>Benchmarking the Council's relative position in relation to other London boroughs in relation to the above statistics</p>
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 Performance Adjustment 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 Performance Adjustment Points for each business 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: participation in the CIPFA Plus and CIPFA Children's Plus surveys (or any equivalent or replacement surveys or schemes) An annual customer satisfaction survey to be carried out in all libraries and Local Studies Centres 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</p>		
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 Performance Adjustment Points for non-performance:</p> <p>5 Performance Adjustment 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</p> <p>30 Performance Adjustment 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.</p> <p>30 Performance Adjustment Points for a decrease in customer satisfaction of more than 20% in any individual library (per library)</p> <p>50 Performance Adjustment 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</p>		

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: Children and Families IT Stock and Reader Development Information and Learning</p>		
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 Performance Adjustment Points will be received by the Service Provider for the percentage of actions performed in accordance with the table below</p> <p>90% - 100%: 0 Performance Adjustment Points</p> <p>76% - 90%: 45 Performance Adjustment Points</p> <p>51% - 75%: 60 Performance Adjustment Points</p> <p>26% - 50%: 100 Performance Adjustment Points</p> <p>0% - 25%: 200 Performance Adjustment Points</p> <p>For every incomplete Priority 1: 10 Performance Adjustment Points per item (additionally)</p>		

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 Performance Adjustment Points for unavailability:</p> <p>1 hour – 2hours 59 minutes: 5 Performance Adjustment Points</p> <p>3 hours – 5 hours 59 minutes: 15 Performance Adjustment Points</p> <p>6 hours – 11 hours 59 minutes: 20 Performance Adjustment Points</p>	

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 Performance Adjustment Points will apply:</p> <p>For every full business day (or 2 half business 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</p> <p>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.</p> <p>Alternatively, for every full business day (or 2 half business 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.</p>		

- or 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 is 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). Performance Adjustment Points will be accrued by the Service Provider for the percentage of actions delivered in accordance with the table below:</p> <p>90% - 100%: 0 Performance Adjustment Points 76% - 90%: 5 Performance Adjustment Points 51% - 75%: 10 Performance Adjustment Points 26% - 50%: 25 Performance Adjustment Points 0% - 25%: 50 Performance Adjustment Points</p>	

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		
Performance Adjustment Points	<p>The Service Provider will accept 10 Performance Adjustment Points for any of the following:</p> <p>If the Service Provider is found to have booked events that fall outside the scope of the conditions of hire</p> <p>If the Service Provider fails to rectify breaches of the conditions of hire during events within 15 minutes of any breach being identified</p> <p>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.</p>		

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		
Performance Adjustment Points	<p>Where online Local Studies and Archive services are not available, the Service Provider will receive the following Performance Adjustment Points:</p> <p>1 hour – 2hours 59 minutes: 5 Performance Adjustment Points</p> <p>3 hours – 5 hours 59 minutes: 15 Performance Adjustment Points</p> <p>6 hours – 11 hours 59 minutes: 20 Performance Adjustment Points</p> <p>12 hours – 24 hours: 30 Performance Adjustment Points</p> <p>Where Local Studies and Archive Centres are not available to the public during library opening hours, the Service Provider will receive the following Performance Adjustment Points:</p> <p>10 minutes - 2 hours 59 minutes : 5 Performance Adjustment Points</p> <p>3 hours – 5 hours 59 minutes: 15 Performance Adjustment Points</p> <p>6 hours – a full day for that library : 30 Performance Adjustment Points</p>		

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		
Performance Adjustment Points	Any failure to sustain accreditation as defined in the Specification will result in the Service Provider receiving 150 Performance Adjustment Points, and thereafter a further 5 Performance Adjustment 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		
Performance Adjustment Points	<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. Performance Adjustment Points will be accrued by the Service Provider for the percentage of actions delivered in accordance with the table below:</p> <p>91% - 100%: 0 Performance Adjustment Points</p> <p>76% - 90%: 20 Performance Adjustment Points</p> <p>51% - 75%: 40 Performance Adjustment Points</p> <p>26% - 50%: 60 Performance Adjustment Points</p> <p>0% - 25%: 100 Performance Adjustment Points</p> <p>For each incomplete Priority 1: 5 Performance Adjustment Points item (additionally)</p>		

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		
Performance Adjustment Points	Any failure to sustain Museum Accreditation as defined in the Specification will result in the Service Provider receiving 150 Performance Adjustment Points, and thereafter a further 5 Performance Adjustment 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> <p>A user should not wait more than one month from the date of their registration for an initial visit from the Home Library Service</p> <p>All beneficiaries of the service receive monthly visits.</p>		
Monitoring Arrangements	<p>The Service Provider will report monthly on:</p> <p>New registered users for the Home Library Service, including date of registration</p> <p>The date that newly registered users receive their first visit</p> <p>Total number of users of the Home Library Service</p> <p>Number of users who received a monthly visit from the Home Library Service.</p>		
Monitoring frequency	Monthly		
Priority Rating	A		
Performance Adjustment Points	<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 Performance Adjustment Points for the percentage of beneficiaries receiving a visit will apply:</p> <p>76% - 95%: 15 Performance Adjustment Points</p> <p>51% - 75%: 30 Performance Adjustment Points</p> <p>26% - 50%: 75 Performance Adjustment Points</p> <p>0% - 25%: 150 Performance Adjustment Points</p>		

SERVICE LEVEL/KPI: 14			
Specification Reference		Service Area / Output	NOT USED

SERVICE LEVEL/KPI: 15			
Specification Reference		Service Area / Output	NOT USED

SERVICE LEVEL/KPI: 16			
Specification Reference		Service Area / Output	NOT USED

SERVICE LEVEL/KPI: 17			
Specification Reference		Service Area / Output	NOT USED

SERVICE LEVEL/KPI: 18			
Specification Reference		Service Area / Output	NOT USED

SERVICE LEVEL/KPI: 19			
Specification Reference	2.1	Service Area / Output	Service Management
Service Levels/KPIs	<p>The Service Provider will produce: Library Strategies Medium Term Priorities Annual Service Plans</p> <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		
Performance Adjustment Points	The Service Provider will accept 2 Performance Adjustment Points for every business 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 business day.</p>		
Monitoring frequency	Monthly		
Priority Rating	A		
Performance Adjustment Points	<p>At least 98% of complaints should be responded to within the specified timeframe. The Service Provider will receive the following number Performance Adjustment Points for the percentage of complaints responded to within the specified timeframes:</p> <p>98% - 100%: 0 Performance Adjustment Points 76% – 97%: 10 Performance Adjustment Points 51% - 75%: 20 Performance Adjustment Points 26% - 50%: 50 Performance Adjustment Points 0% - 25%: 75 Performance Adjustment Points</p>		

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		
Performance Adjustment Points	<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 Performance Adjustment Points:</p> <p>1 hour – 3 hours 29 minutes: 5 Performance Adjustment Points</p> <p>3 hours 30 minutes – 6 hours 59 minutes: 10 Performance Adjustment Points</p> <p>Full day (7 hours or more): 20 Performance Adjustment Points</p>		

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		
Performance Adjustment Points	Where the Service Provider deviates from the Stock Plan without the prior written consent of the Client Unit, the Service Provider will incur 10 Performance Adjustment 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		
Performance Adjustment Points	The Service Provider will receive 5 Performance Adjustment 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		
Performance Adjustment Points	The Service Provider will receive 5 Performance Adjustment 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: 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.</p>		
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> <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 hours of their request</p>		

Monitoring frequency	Quarterly
Priority Rating	B
Performance Adjustment Points	<p>Where the level of cleanliness is deemed to be unsatisfactory at a library, the Service Provider will accept 30 Performance Adjustment 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 Performance Adjustment 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 Performance Adjustment 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		
Performance Adjustment Points	The Service Provider will accept 100 Performance Adjustment 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	The Service Provider will keep a record of all planned and reactive maintenance, including servicing of equipment. The Client Unit(s) may request this information at any time and it will be supplied no later than the next working day.		
Monitoring frequency	Quarterly		
Priority Rating	B		
Performance Adjustment Points	<p>The Service Provider will receive 30 Performance Adjustment 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 Performance Adjustment 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	The Service Provider will maintain a record of all staff training and all disciplinary action taken against staff. The Client Unit(s) may request this information at any time and it is to be provided no later than the next working day.		
Monitoring frequency	Monthly		
Priority Rating	C		
Performance Adjustment Points	The Service Provider will accept 10 Performance Adjustment 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		
Performance Adjustment Points	<p>The Service Provider will accept 30 Performance Adjustment 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 Performance Adjustment 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 Performance Adjustment 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</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		
Performance Adjustment Points	The Service Provider will accept 5 Performance Adjustment 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	
Performance Adjustment Points		The Service Provider will accept 50 Performance Adjustment Points for each instance that they fail to follow the agreed processes and strategies in implementing their quality systems.	

Appendix 2

Bromley Library branch Activity attendance (April – June 2018)

[April]		BHI	BEC	BAS	CBN	CHI	HAY	MOT	ORP	PEN	PWD	SHO	SOU	SPC	WAM	Total
Childrens Events																
Regular (Chatterbooks, Craftsessions, Legodub, etc.)	No. of Events	12	13	12	11	12	9	20	9	12	14	10	12	16	16	178
	Total No. of Attendees	84	300	76	253	180	93	136	188	100	156	97	77	99	188	2,027
One-off or Seasonal (World Book Day, Halloween, etc.)	No. of Events	5		9	2	2	5	1			5		1		7	37
	Total No. of Attendees	36		51	42	10	55	15			21		4		112	346
Adults Events																
Regular (Readinggroups, Knit andKnatter, etc.)	No. of Events	8	16	2	7	3	2	5	5	4	7	4	2	3	3	71
	Total No. of Attendees	74	32	11	38	30	23	64	124	16	32	37	13	26	58	578
One-off or Seasonal	No. of Events	0			0		1	0							0	1
	Total No. of Attendees	0			0		1	0							0	1
Totals	No. of Events	25	29	23	20	17	17	26	14	16	26	14	15	19	26	287
	Total No. of Attendees	194	332	138	333	220	172	215	312	116	209	134	94	125	358	2,952
[May]																
Childrens Events																
Regular (Chatterbooks, Craftsessions, Legodub, etc.)	No. of Events	16	19	10	18	19	12	19	15	14	21	14	15	16	28	236
	Total No. of Attendees	83	316	54	467	457	129	140	389	114	239	132	92	117	328	3,057
One-off or Seasonal (World Book Day, Halloween, etc.)	No. of Events	2		2	1	1	1	3		1	13			2	4	30
	Total No. of Attendees	16		13	40	11	11	42		11	39			11	40	234
Adults Events																
Regular (Readinggroups, Knit andKnatter, etc.)	No. of Events	9	8	2	8	3	2	5	5	4	8	4	2	5	3	68
	Total No. of Attendees	75	27	14	37	37	23	53	134	21	51	47	10	44	61	634
One-off or Seasonal	No. of Events	0	1		0					1	2			1	0	5
	Total No. of Attendees	0	26		0					4	4			1	0	35
Totals	No. of Events	27	28	14	27	23	15	27	20	20	44	18	17	24	35	339
	Total No. of Attendees	174	369	81	544	505	163	235	523	150	333	179	102	173	429	3,960
[June]																
Childrens Events																
Regular (Chatterbooks, Craftsessions, Legodub, etc.)	No. of Events	17	21	14	18	27	14	27	15	4	17	19	16	20	26	255
	Total No. of Attendees	109	465	120	485	367	110	234	371	20	206	190	138	168	330	3,313
One-off or Seasonal (World Book Day, Halloween, etc.)	No. of Events	1	2	2	0	1	2	3	1		5			1	1	19
	Total No. of Attendees	6	20	32	0	30	16	24	12		69			2	15	226
Adults Events																
Regular (Readinggroups, Knit andKnatter, etc.)	No. of Events	7	7	3	8	3	2	6	5	4	8	6	1	3	3	66
	Total No. of Attendees	74	28	16	31	40	21	57	148	20	40	55	8	26	38	602
One-off or Seasonal	No. of Events	2	1		0	1					1				0	5
	Total No. of Attendees	11	7		0	13					4				0	35
Totals	No. of Events	27	31	19	26	32	18	36	21	8	31	25	17	24	30	345
	Total No. of Attendees	200	520	168	516	450	147	315	531	40	319	245	146	196	383	4,176