

Dated

2019

CITY OF YORK COUNCIL

and

EXPLORE YORK LIBRARIES AND ARCHIVES MUTUAL LIMITED

CONTRACT FOR THE PROVISION

OF LIBRARY SERVICES TO

CITY OF YORK COUNCIL

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Contract Ref: [            ]



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**This Agreement** is made on

**Between**

- (1) City of York Council of West Offices, Station Rise, York, YO1 6QA (the "Authority"); and
- (2) Explore York Libraries and Archives Mutual Limited (company number IPO32357) an industrial and provident society with charitable objects of Library Square, Museum Street, York YO1 7DS (the "Contractor").

**Whereas**

- (A) The Contractor has represented that it is a specialist in the provision of library and archives services of the type set out in this Agreement to organisations the size and type of the Authority.
- (B) The Contractor has carried out thorough due diligence, has determined that it is able to provide the Services in accordance with the terms of this Agreement, and is entering into this Agreement in reliance on its own due diligence alone.
- (C) The Authority wishes the Contractor to perform the Services for the Authority on the terms of this Agreement, and the Contractor has agreed to do so.

**PART 1 – SERVICE PROVISIONS**

**1. DEFINITIONS**

In this Agreement, unless the context requires otherwise:

"Agreement"	Means the terms and conditions set out in this document and its schedules, including any variation hereto effected under clause 29 below;
"Annual Performance Standards"	has the meaning given to it in Paragraph 2.1 of Schedule 4 of this Agreement
"Annual Programme of Events and Activities"	Means the Contractors programme of Events and Activities
"Annual Service Delivery Plan"	has the meaning given under the Service Specification in Part 1C of this agreement
"Archives"	Means records which have been selected for permanent preservation by the Contractor in accordance with the terms of the Archives and Local History Collections Policy at Schedule 7 because of the historical, legal, evidential, social or community value of the information that they contain;
"Archives Accreditation"	Means the award of Archive Service Accreditation by the National Archives;
"Archives and Local History Collections Policy"	Means the policy at Schedule 7
"Assets"	Means all assets and rights to enable the Authority or a successor contractor to own, operate and maintain at each Facility in accordance with this Agreement including:

	<p>(a) any land or buildings</p> <p>(b) any Vehicles</p> <p>(c) any equipment</p> <p>(d) any books and records (including operating and maintenance manuals and records, health and safety manuals and records)</p> <p>(e) any ICT equipment</p>
"Audience Development Plan"	has the meaning given under the Service Specification in Part 1C of this Agreement
"Authority Equipment"	Means all items of equipment provided by the Authority for use in the provision of the Services as identified in the Authority's Requirements, (Part 1 Service Specification, Annex 5A) as the same may be replaced from time to time in accordance with this Agreement.
"Authority Policies"	Means the policies at Schedule 7
"Authority Pricing Requirements"	Means the Authority's requirements set out in paragraph 1.13 and Annex 4 (Pricing Requirements) of Part 1A of the Services Specification.
"Availability Performance Standards"	Means those Performance Standards listed under the heading as such in the table of the Payment and Performance Monitoring System at Schedule 4
"Bribery Act"	Means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
"Business Day"	Means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London.
"Change Notice"	Means the change notice set out in Annex 1 of Schedule 2
"CILIP"	Means the Chartered Institute of Library and Information Professionals
"Civic Archivist"	Means a qualified archivist dedicated to the management of that part of the Archives which was created by the Authority or any organisation which has become or becomes part of the Authority and/or is maintained by the Authority;
"Commencement Date"	Means 1 April 2019;
"Comprehensive Assessment of Need"	Means the document in Schedule 7, the Authorities Policies
"Collection"	Means all Archives collected prior to the Commencement Date together with the local history materials and artefacts;
"Co-location"	Means the delivery of library services in a building which constitutes a focal point in its community and where other

	community organisations and/or community based service provision, have an operating base and a stake in the management of the building and provide face-to-face services to / activities for the public. It will promote joined up service provision and spaces that are flexible, adaptable to support a range of uses and have a high degree of "ownership" by the community;
"Confidential Information"	Means the fact of and the terms of this Agreement, and all other information and trade secrets relating to that Party's business or customers which come into the possession of the other Party pursuant to this Agreement, whether orally, or in documentary, electronic or other form, including all (if any) such information held by the other as of the Commencement Date;
"Contract Period"	Means the Initial Contract Period with the option to extend this by the Extension Period in accordance with clause 3.2;
"Contractor Personnel"	Means all persons employed by the Contractor to perform its obligations under the Agreement together with the Contractor's servants, agents, voluntary and unpaid workers, sub-contractors and representatives used in the performance of its obligations under this Agreement;
"Contract Manager"	Means the person named by each Party as being the key contact in relation to this Agreement and any replacement from time-to-time in accordance with clause 7.2;
"Contractor Equipment"	Means any equipment to be provided by the Contractor at the Facilities from the Service Availability Date to deliver the Service Specification, as detailed in the Contractors Proposals.
"Contract Year"	Means a period of twelve (12) Months commencing on 1 April.
"Control"	Means the beneficial ownership of more than fifty per cent (50%) of the issued share capital of, or the legal power to direct or cause the direction of, the person in question (or its holding company as the case may be), and "Controlled" shall be construed accordingly;
"Controller"	shall take the meaning given in the DPA/GDPR;
"Council Plan"	Means the Authority's published strategic plan;
"Data Loss Event"	Means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
"DPA"	Means the Data Protection Act 2018
"Data Processor"	shall have the same meaning as set out in the DPA/GDPR;
"Data Protection Officer"	shall take the meaning given in the DPA/GDPR;
"Data Protection Impact"	Means an assessment by the Controller of the impact of the

Assessment"	envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	Means the GDPR, the LED and any applicable national implementing Laws as amended from time to time; (ii) the DPA to the extent that it relates to processing of Personal Data and privacy; and (iii) all applicable Law about the processing of Personal Data and privacy;
"Data Subject Access request"	Means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Data Subject"	Shall take the meaning given in the DPA and GDPR:
"EIRs"	means the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant government department concerning such regulations;
"Emergency Plan"	Means the Authority's Emergency Plan that sets out the Authority's response to, and management of, any crisis that could happen in the City of York;
"Environmental Management Plan"	Means the Contractor plan required for all Facilities, as per the requirements set at out in Part 1C of the Services Specification;
"Equipment"	Means the equipment set out in Part 3 of the Specification;
"Expiry Date"	Means the end of the Initial Contract Period, or if the Extension Period is implemented in accordance with clause 3.2, the end of the Extension Period;
"Extension Period"	Means the period of five (5) years from the end of the Initial Contract Period which the Parties may agree to incorporate into Contract Period;
"Facilities" and or "Facility"	Means the locations where the Services are to be performed, as set out at Part 1A of the Specification as shall be amended from time to time in accordance with the Change Protocol at Schedule 2;
"FOIA"	Means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant government department concerning such legislation;
"Force Majeure"	Means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:  (a) any industrial action occurring within the Contractor's or any sub-contractor's organisation; or



	(b) the failure by any sub-contractor to perform its obligations under any sub-contract;
"GDPR"	Means the General Data Protection Regulation ( <i>Regulation (EU) 2016/679</i> );
"Good Industry Practice"	Means the exercise of such degree of skill, diligence, care and foresight which would reasonably and ordinarily be expected from a skilled and experienced Contractor engaged in the supply of Services similar to the Services under the same or similar circumstances as those applicable to the Agreement;
"Initial Contract Period"	Means the period of fifteen (15) years from the Commencement Date;
"Insolvency Event"	<p>Means each and any of the following in relation to the Contractor:</p> <p>any action (corporate or otherwise), legal proceedings or other procedure or step is taken by any person in any jurisdiction in relation to or with a view to: (i) the winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Contractor (except that no right to terminate will arise in respect of any procedure commenced for the purpose of a solvent amalgamation or reconstruction); (ii) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator, nominee, supervisor or similar officer in respect of the Contractor or any of its assets; (iii) the enforcement of any security over any assets of the Contractor; or (iv) the expropriation, attachment, sequestration, distress or execution over or affecting any material asset of the Contractor;</p> <p>the Contractor is unable to pay its debts as they fall due or is insolvent; or</p> <p>the Contractor enters into a composition or arrangement with its creditors or any class of them;</p>
"IPR"	Means intellectual property rights which includes patents, rights to inventions, copyright and neighbouring and related rights, trade marks, Logos, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.;
"KPI"	Means the Key performance indicators as set out in Service Specification;

"Law"	Means any applicable Act of Parliament, sub-ordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, bye-law, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or requirements of any regulatory body of which the Contractor is bound to comply;
"Leases"	Means the leases of the Library Facilities as set out in Schedule 6;
"LED"	Means the Law Enforcement Directive ( <i>Directive (EU) 2016/680</i> );
"Legislation"	Means any one or more of the following:  (a) any Act of Parliament;  (b) any subordinate of legislation within the meaning of section 21(1) of the Interpretation Act 1978;  (c) any exercise of the Royal Prerogative; and  (d) any enforceable community right within the meaning of section 2 of the European Communities Act 1972,  In each case in the United Kingdom.
"Library"	Means a library from the Facilities set out in the Specification;
"Library Gateway"	Means a type of library set out in the Vision in Part 1A of the Specification;
"Library Learning Centres"	Means a type of library set out in the Vision in Part 1A of the Specification;
"Library Management System"	Shall mean the IT system providing the issue and return of library book and audiovisual items;
"Library Type"	Means a type of library including; City Centre Flagship Library, Library Learning Centres, Library Gateways, Reading Cafe, Mobile Service and Virtual Library, as set out in the Vision in Part 1A of the Specification;
"Logo"	Means the logos belonging to the Parties, the format of which shall be agreed in writing between the Parties prior to either Party using the other Party's logo in any form including the licence set out in clause 30.2;
"Maintenance Services"	Means those services set out in Part 2 – Maintenance Responsibility Matrix in the Specification;
"Method Statement"	Means a Contractor method statement located within Schedule 8 - Contractor Proposals;
"Minimum Opening Hours"	takes the meaning given in Annex 1 of the Service Specification;

“Month”	Means a calendar month;
“Monthly Performance Standard”	Those Performance Standards defined in the Payment and Performance Monitoring System at Schedule 4;
“New Intake Costs”	means those charges invoiced by the Offsite Storage Contractor for accessioning an item into the off-site store;
“Offsite Storage Contractor”	Means the Contractor instructed to store the Collections at a location away from the Facilities;
“Party” or “Parties”	Means a Party or Parties to the Agreement;
“Payroll”	Means the employee payroll bill of the Contractor from time to time
“Payment and Performance Monitoring System”	The payment and performance monitoring system set out in Schedule 4;
“Performance Deduction Points”	Means the deduction points from the Authority to the Contractor made under this Agreement where Service Levels are not met, as set out in Schedule 4 (Payment and Performance Monitoring System)
“Performance Deductions”	Means the deductions to payments from the Authority to the Contractor made under this Agreement where Service Levels are not met, as set out in Schedule 4 (Payment and Performance Monitoring System)
“Performance Standard”	Means the performance standards identified in the table in Appendix A to Schedule 4 - Payment and Performance Monitoring Schedule, the requirements of which are set out in detail within Part 1 of the Specification and which are divided into the following categories:  (a) Availability Performance Standards;  (b) Monthly Performance Standards;  (c) Annual Performance Standards;
“Personal Data”	shall take the meaning given in the GDPR and where used in this Agreement refers to any such Personal Data processed or controlled by the Contractor on behalf of itself or of the Authority under this Agreement;
“Personal Data Breach”	shall take the meaning given in the GDPR;
“Persistent Breach”	A breach or series of performance failures for which a warning notice has been issued by the Authority and which has continued for more than fourteen (14 days) or recurred in three (3) or more Months within the six (6) Month period after the date on which such warning notice is served on the Contractor; a persistent breach includes failing to reach the service and performance requirements contained in part 1 of the Specification;
“Price”	Means the price including the annual payments and monthly payments as defined in Schedule 4 (exclusive of any

	applicable VAT) for the Services which is payable to the Contractor by the Authority as specified and calculated in Schedule 4 (Payment and Performance Monitoring System) for the full and proper performance by the Contractor of its obligations under this Agreement;
"Programmed Maintenance"	The Maintenance Work and lifecycle replacement which the Contractor is to carry out in accordance with the Schedule of Programmed Maintenance;
"Protective Measures"	Means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
"Processing"	shall have the same meaning as set out in the GDPR (and "Process" shall be construed accordingly) and, for the purposes of this Agreement, it shall include both manual and automatic processing;
"Processor"	Shall have the same meaning as set out in the GDPR;
"Prohibited Act"	Means any of the following Prohibited Acts:  (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:  (i) induce that person to perform improperly a relevant function or activity; or  (ii) reward that person for improper performance of a relevant function or activity;  (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;  (c) committing any offence:  (i) under the Bribery Act;  (ii) under legislation creating offences concerning fraudulent acts;  (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Authority; or  (iv) defrauding, attempting to defraud or conspiring to defraud the Authority;
"Quarterly Performance Monitoring Report"	Means the report to be submitted quarterly to the Authority by the Contractor in accordance with Part 1D Reporting of the

	Service Specification;
"Quality Standards"	Means the quality standards published by any relevant professional, accreditation or authorisation body, or other reputable or equivalent body (and their successor bodies), that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with including any such quality standards set out within the Specification;
"Rectification Period"	The period allowed for Rectification and calculated in accordance with Schedule 4 – Payment and Performance Monitoring System;
"Relevant Transfer"	Means a relevant transfer for the purposes of TUPE;
"Reports"	Means any reports required to be submitted to the Authority by the Contractor under the Specification or any other part of this Agreement;
"Request for Information"	in relation to a request for information:  (a) under the FOIA, has the meaning given under section 8 of the FOIA; and  (b) under the EIRs, has the meaning given under regulation 5 of the EIRs.
"Schedule"	Means the schedules to this Agreement;
"Schedule of Programmed Maintenance Plan"	the Contractor's annual programme for the maintenance and the replacement of Lifecycle Assets at each Facility to satisfy the Specification which, for the avoidance of doubt, includes the Lifecycle Schedule and the Five Year Maintenance Plan;
"Services Availability Date"	Means 1 April 2019;
"Service Levels"	Means the service levels, including the Performance Standards to which the Services are to be provided, as set out in the Specification;
"Services"	Means the services to be provided as specified in the Service Specification and shall, where the context so admits, include any materials, articles and goods to be supplied thereunder;
"Specification"	Means the Services set out in Schedule 3 (Service Specification);
"Stock"	Means any items that can be borrowed or used in any way by Users in the course of the provision of the Services including books, toys, audio materials, ICT equipment for public use;
"Stock Inventory"	Means the list of Stock updated annually by the Contractor;
"Stock Policy"	Means a policy for the procurement and management of books and other resources to be used in the operation of the Services;

"Subcontractor"	Means a person instructed by Contractor's to perform any part of the Services;
"Sub-processor"	Means any third party appointed to process Personal Data on behalf of the Contractor related to this Agreement;
"Termination Date"	Means the date of early termination of this Agreement in accordance with its terms;
"Third Party Access Policy"	Means the policy which sets out how the Authority and Contractor can have shared access to the Authorities data cabinets and cabling infrastructure;
"TUPE"	Means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246);
"Users"	Means any individual who accesses the Services;
"Utilities"	Means each of natural gas, fuel oil, electricity, and other utilities that may be required in order to provide the Services and Works at the Facilities (which includes, for the avoidance of doubt, Energy).
"Vision"	Means the Authorities Vision for the Service
"West Offices"	Means the Authority's headquarters at West Offices, Station Rise, York, YO1 6AG
"Work"	Means any work, written or otherwise, produced as a result of the performance of the Services; and
"Working Day"	Means any day other than a Saturday or Sunday or a public or bank holiday in England;
"York Learning"	Means the Authority's in-house learning provider or its successor.
"York Learning Requirements"	Means Annex 3 of Part 1 of the Specification

In this Agreement unless the context otherwise precludes:

words importing the male gender shall be taken to include the female gender;

reference to the singular number will include shall be taken to include the plural number;

words importing persons include firms partnerships companies and corporations and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees and vice versa;

any reference to a statutory provision includes a reference to any modification, consolidation or re-enactment of the provision from time to time in force and all subordinate instruments, orders or regulations made under it provided that, as between the parties, no such modification, consolidation or re-enactment shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any Party; and

general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

The headings to the Agreement shall not affect its interpretation.

In the event of any inconsistency or conflict between the clauses (including the recitals), the schedules and any document otherwise attached or incorporated into this Agreement the following order of precedence shall prevail:

the clauses of this Agreement (including the recitals);

the Schedules of this Agreement; and

any other document incorporated by reference into this Agreement.

## **2. THE SERVICES**

- 2.1 The Contractor shall supply the Services to the Authority in accordance with this Agreement with such skill and care as may be expected of a competent Contractor of services similar to the Services.
- 2.2 The appointment of the Contractor under this Agreement is non-exclusive, and the Authority is entitled to undertake tasks the same as or similar to the Services and to retain the services of a third party to provide services that are the same as or similar to the Services, and the Contractor is entitled to provide services that are the same as or similar to the Services to any third party, but in any case without affecting the relevant Party's obligations under this Agreement.

## **3. CONTRACT PERIOD**

- 3.1 This Agreement shall commence on the Commencement Date and subject to earlier termination in accordance with its terms or subject to clause 3.2 shall continue for the Contract Period.
- 3.2 The Parties shall meet no later than eighteen (18) months before the end of the Initial Contract Period to discuss whether they wish to utilise the Extension Period. If the Parties reach agreement to continue to contract with each other for the Services for the duration of the Extension Period or any part of it, such agreement shall be entered into in writing not less than twelve (12) months prior to the commencement of the Extension Period. If no such notification is issued the Agreement shall automatically expire after the Initial Contract Period.
- 3.3 Where the Agreement is extended pursuant to clause 3.2, there shall be no substantial amendment to the terms of this Agreement during the Extension Period.

## **4. INSPECTION OF FACILITIES AND NATURE OF SERVICES**

The Contractor is deemed to have inspected the Facilities and considered the Specification and all Schedules and Annexes to this Agreement in detail before the Commencement Date so as to have understood the nature and extent of the Services to be carried out and satisfied itself in relation to all matters connected with the Services and Facilities.

## **5. QUALITY OF SERVICE**

- 5.1 Unless otherwise specified, the Services provided by the Contractor shall be carried out:
  - 5.1.1 in a proper, skilful and workmanlike manner and in accordance with the Law and Good Industry Practice;
  - 5.1.2 in accordance with this Agreement and the reasonable instructions of the Authority (including any Authority Policies specified in the Specification and Schedule 7 (Authority Policies)) and to the extent that the standard of the Services has not been specified in this Agreement, the Contractor shall agree the relevant standard of the Services prior to the supply of the Services;

- 5.1.3 at all times in compliance with the Quality Standards, and where applicable, the Contractor shall maintain accreditation with the relevant Quality Standards authorisation body at all times;
  - 5.1.4 in accordance with the applicable Service Levels; and
  - 5.1.5 in a way that the Contractor takes every reasonable precaution to safeguard the Authority's property entrusted to the care of the Contractor, the Authority's interests and the Authority's reputation.
- 5.2 Where during the course of or as a result of the performance of the Services any Work, goods, materials or supplies are provided by the Contractor to the Authority under this Agreement, these shall be of satisfactory quality and fit for the purpose for which they are intended, and where applicable shall conform with any particulars specified in the Specification.
- 5.3 If the Contractor fails to provide the Services in accordance with any Service Level the Contractor may be subject to Performance Deductions as defined and set out in Schedule 4 (Payment and Performance Monitoring System).

## 6. **OTHER AGREEMENTS**

- 6.1 To enable the Contractor to meet its obligations under this Agreement, it has entered into the Leases.
- 6.2 Any variations to this Agreement and/or the Leases shall be considered with reference to each agreement's individual variation provisions and also the impact that the variation may have across all of those agreements.
- 6.3 Termination of this Agreement shall cause the automatic termination of the Leases.

## 7. **CONTRACT MANAGEMENT**

- 7.1 Each Party shall employ a competent and authorised Contract Manager empowered to act on behalf of that Party for all purposes connected with this Agreement and inform each other in writing in advance of the Commencement Date of who that Contract Manager shall be.
- 7.2 Each Party shall give notice in writing to the other Party at once of any change in the identity, address and telephone numbers of the person appointed as Contract Manager.
- 7.3 Each Contract Manager shall be responsible for liaising with the other Contract Manager on the operational management of this Agreement.
- 7.4 Each party shall ensure that:
  - 7.4.1 its Contract Manager is available for consultation by the other party at all reasonable times and;
  - 7.4.2 its Contract Manager and any other relevant personnel attend all meetings reasonably requested by the other party.
- 7.5 Without prejudice to clause 7.4, the Contract Managers shall hold regular telephone calls to review and discuss the performance of this Agreement.
- 7.6 For the purposes of effective contract management during the term of the contract both parties agree that the Authority shall have the following rights:
  - 7.6.1 to appoint a nominated person onto the Board of the Contractor with full voting rights
  - 7.6.2 to observe Board meetings whether or not the Authority representative is present



7.6.3 to be involved in the appointment of senior staff employed or commissioned by the Contractor .

## **8. CONTRACTOR PERSONNEL**

- 8.1 The Contractor shall provide to the satisfaction of the Authority such appropriately qualified and experienced professional and clerical staff as shall be necessary for the proper performance of the Services and to comply with Part 1B – 1.23 of the Specification.
- 8.2 The Contractor shall ensure that the Contractor Personnel providing the Services are properly and sufficiently instructed and supervised with regard to the provision of the Services and in particular with regard to:
- 8.2.1 the task or tasks such person has to perform;
  - 8.2.2 all relevant policies, rules, procedures and standards of the Authority which have been notified by the Authority to the Contractor;
  - 8.2.3 without prejudice to clause 35, all relevant rules, procedures and statutory requirements concerning health and safety; and
  - 8.2.4 any other requirement relating to Contractor Personnel within the Specification.
- 8.3 The Contractor shall replace (at its own cost) any Contractor Personnel who the Authority reasonably considers to have failed to carry out their duties in accordance with clause 5.1. Following the removal of any such Contractor Personnel for any reason, the Contractor shall make sure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.
- 8.4 The Contractor shall ensure that all individuals engaged in the provision of the Services who may interact with the public during the performance of this Agreement are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service (DBS) including a check against the adults' barred list or the children's barred list, as appropriate.
- 8.5 The Contractor shall monitor the level and validity of the checks under clause 8.4 for each member of staff.
- 8.6 The Contractor shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to any Service users.
- 8.7 The Contractor shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that they would not be suitable to perform the Services or may present a risk to service users.
- 8.8 The Contractor shall immediately notify the Authority of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 8 have been met.

## **9. TUPE AND PENSIONS**

The parties agree that the provisions of schedule 5 (TUPE) shall apply to any Relevant Transfer of staff under this Agreement.

## 10. CODE OF PRACTICE ON WORKFORCE MATTERS

- 10.1 The Contractor is committed to complying with and undertakes to comply with the principles and detail of the Code of Practice on Workforce Matters in Public Sector Contracts (the Code), the Cabinet Office Statement: Staff Transfers in the Public Sector 2000 (the Statement) and the Annex to the Statement entitled A Fair Deal for Pensions (the Annex).
- 10.2 The Contractor hereby indemnifies and shall keep indemnified the Authority against all losses, costs, demands, claims, awards, expenses, damages, compensation and any other liabilities arising from or connected with any failure by the Contractor to comply with and or fully implement the Code, the Statement or the Annex.
- 10.3 In accordance with the Code the Contractor agrees that it shall only offer to employ and shall only employ Recruits on terms and conditions of employment which are fair and reasonable and which are, overall, no less favourable than those enjoyed by the Employees immediately before the transfer of their employment from the Authority to the Contractor.
- 10.4 The Contractor shall provide to the Recruits a pension scheme which meets the requirements of paragraph 10 of the Code.
- 10.5 The Contractor hereby indemnifies and shall keep indemnified the Authority against all losses, costs, demands, claims, awards, expenses, damages, compensation and any other liabilities arising from or connected with any failure by the Contractor to comply with Clause 10.3 or Clause 10.4.
- 10.6 The Authority shall monitor the Contractor's compliance with the Code, the Statement and the Annex.
- 10.7 In order to enable the Authority to undertake the monitoring and to assist the Authority in such monitoring the Contractor shall immediately upon request by the Authority, such request to be in writing, provide to the Authority all information requested which is necessary to allow the Authority effectively to monitor the Contractor's compliance with the Code, the Statement and the Annex.
- 10.8 The information to be provided under Clause 10.7 will be that which is required or necessary to enable the Authority to monitor the Contractor's compliance with the Code, the Statement and the Annex.
- 10.9 The information provided pursuant to Clause 10.7 shall, if appropriate be anonymised or, if the Authority considers it necessary to receive information which will or may amount to personal data or sensitive personal data within the meaning of the GDPR, the Contractor shall ensure that it obtains appropriate and necessary consent from the Employees and the Recruits to disclose such information for the purpose of the monitoring and the Authority agrees to respect the confidentiality of the information so provided.
- 10.10 The Contractor shall warrant the accuracy of the information provided to the Authority under Clause 10.7 and hereby indemnifies and shall keep indemnified the Authority against all losses, costs, demands, claims, awards, expenses, damages, compensation and any other liabilities arising from or connected with any claim arising from any inaccurate or misleading information provided by the Contractor to and used by the Authority.
- 10.11 If the Authority considers that the Contractor has failed to comply with or may fail to comply with the Code, the Statement or the Annex then:
  - 10.11.1 it will raise any concerns it has with the Contractor in the first instance and seek an explanation for the actual or potential failure;
  - 10.11.2 if the Authority is not satisfied with the Contractor's explanation it will require, in writing, the Contractor to remedy the fault and the Contractor undertakes and agrees to do so as soon as is reasonably practicable;

10.11.3 if for any reason the Contractor fails to remedy or fails within a reasonable time to remedy the fault it will be in breach of this Contract and the Authority shall be entitled to enforce the terms of this Contract against the Contractor.

10.12 The parties agree that Annex A to the Code is expressly incorporated into this Contract and that it and not the Dispute Resolution Procedure set out in Clause 39 shall be used by the parties to resolve disputes about the application of the Code.

## **11. FACILITIES AND MAINTENANCE**

11.1 The Contractor shall perform the Agreement at the Facilities and shall act at all times in accordance with:

11.1.1 the Leases; and

11.1.2 the requirements of any relevant third-party landlords.

11.2 The Contractor shall maintain the Facilities in accordance with the terms of any applicable Leases, third party landlord requirements and the Specification.

11.3 The Contractor and the Authority shall maintain the Facilities in accordance with both the Maintenance Responsibility Matrix (MRM) within Part 2 of the Specification and the Lifecycle Schedule to be developed by the Contractor in accordance with paragraph 1.29 of Part 1 of the Specification except the Authority shall have the option at its sole discretion not to comply with the Maintenance Responsibility Matrix or Lifecycle Schedule where compliance would not be commercially reasonable due to an impending Co-location of the relevant part of the Service from the Facility requiring maintenance to another Facility.

11.4 Where the Contractor performs part of the Service at a Facility that is not owned or operated by the Authority, the Contractor shall ensure that it complies with and enforces all relevant rules, laws and obligations including ensuring that it and the relevant third party landlord comply with their respective maintenance and health and safety obligations.

11.5 If the Authority gives the Contractor notice that any person is not to be admitted to or is to be removed from the Facilities or is not to become involved in or is to be removed from involvement in the performance of this Agreement, the Contractor shall take all reasonable steps to comply with such notice and if required by the Authority the Contractor shall replace any person removed under this clause with another suitably qualified person and procure that any pass issued to the person removed is surrendered.

11.6 Any decision of the Authority as to whether any person is to be admitted to or is to be removed from the Facilities or is not to become involved in or is to be removed from involvement in the performance of this Agreement and as to whether the Contractor has furnished the information or taken the steps required by him under this clause shall be final and conclusive.

11.7 Subject to the Contractor complying with its maintenance obligations and following the carrying out of the renewal, replacement or repair works of the Facilities in accordance with the MRM and Lifecycle Schedule, the Authority shall pay the Contractor the cost of the works up to a pre-agreed amount. Payment will only be made if (a) a value for money quotation/tendering exercise by the Contractor had been undertaken which evidences to the Authority the competitiveness of the cost and quality elements of the works prior to them being carried out and (b) the work has been carried out to the reasonable satisfaction of the Authority.

## **12. AUTHORITY EQUIPMENT, AND STOCK**

12.1 The Authority shall provide the Contractor with the Equipment and Stock set out in Specification, Part 3 (Equipment Inventories) at the Commencement Date.

12.2 All Equipment and Stock are and shall remain the property of the Authority and the Contractor shall not exercise any lien over such Equipment and Stock.

- 12.3 The Contractor shall maintain all Equipment and all Stock in good order and condition and shall use such Equipment and Stock solely in connection with this Agreement.
- 12.4 The Contractor shall return all Equipment and Stock remaining after the completion of the Services and shall dispose of them as the Authority may direct.
- 12.5 Waste of Equipment and/or Stock arising from the bad workmanship or negligence of the Contractor or any of its employee's agent's servants or sub-contractors shall be made good at the Contractor's expense.
- 12.6 Without prejudice to any other of the rights of the Authority, the Contractor shall deliver up all Equipment and/or Stock whether processed or not to the Authority on demand.

**13. ARCHIVES AND LOCAL HISTORY**

- 13.1 The Contractor shall maintain the Archives in accordance with the Archives and Local History Collections Policy at Schedule 7 and Part 1A of the Specification.
- 13.2 For the avoidance of doubt the Authority owns, at the Commencement Date and for the duration of this Agreement, the entirety of the Archives except for any items which have been loaned to the Authority by third parties.

**14. PERFORMANCE MONITORING**

- 14.1 The Contractor shall monitor and report its performance in the delivery of the Services in accordance with the provisions of Schedule 4 (Payment and Performance Monitoring System).
- 14.2 The Authority may elect, at its own cost, to undertake its own performance monitoring at any stage during the Contract Period for any purpose, including in order to ensure that the Services are being provided in accordance with this Agreement. The Contractor shall use its reasonable endeavours to assist the Authority in such an exercise. The Authority shall be entitled to notify the Contractor of the outcome of the performance monitoring exercise, and the Contractor shall have due regard to the Authority's comments in relation to the future provision of the Services.
- 14.3 Without prejudice to the Authority's rights under Clause 21 (Termination) and to any other express rights under this Agreement, where the Contractor has been found to:
  - 14.3.1 be fraudulent in the submission of Reports or claims for payment; or
  - 14.3.2 have submitted at least two (2) erroneous Reports within a twelve (12) month period,

the Authority may by notice to the Contractor increase the level of its monitoring of the Contractor, and/or (at the Authority's option), of the Contractor's monitoring of its own performance of its obligations under this Agreement in respect of the relevant Service or Services which is/are the subject of such fraudulent or erroneous reporting until such time as the Contractor shall have demonstrated to the reasonable satisfaction of the Authority that it will perform (and is capable of performing) its obligations under this Agreement.
- 14.4 For the purposes of Clause 14.3, the Authority acknowledges that if the Contractor has otherwise failed to have demonstrated to the reasonable satisfaction of the Authority as required by Clause 14.3 but:
  - 14.4.1 if the Contractor has removed the person or persons responsible for the fraudulent reporting; or

- 14.4.2 (under Clause 14.3.2), if in the following three (3) Month period following the Authority notice (if it has not already been established) there have been no further erroneous reports of any kind;

this shall be regarded as sufficient demonstration that the Contractor will perform and is capable of performing its obligations.

- 14.5 If the Authority issues a notice under Clause 14.3, the Contractor shall bear its own costs and indemnify and keep the Authority indemnified at all times from and against all reasonable costs and expenses incurred by or on behalf of the Authority in relation to such increased level of monitoring arising due to circumstances under Clause 14.3.

## 15. **TIME OF PERFORMANCE**

- 15.1 The Contractor shall begin performing the Services on the Commencement Date and shall continue to perform them for the full Contract Period.
- 15.2 The Contractor shall meet any timeframes set out in the Specification for performing the Services, in particular including the re-location of certain parts of the Facilities as required under paragraph 1.4 of the Specification.
- 15.3 Unless expressly stated otherwise or necessarily inferred from the context time shall not be of the essence in the performance of this Agreement.
- 15.4 The Authority may by written notice require the Contractor to execute the Services in such order and by such dates as the Authority may specify and the Contractor shall use its reasonable endeavours to comply with such written notice.

## **PART 2 – PAYMENT PROVISIONS**

### 16. **PAYMENT**

- 16.1 In consideration of the Services provided by the Contractor under this Agreement the Authority shall pay the Price to the Contractor in accordance with Schedule 4 (Payment and Performance Monitoring System) less the monthly Payroll and less any sums owed to the Authority from the Contractor under the terms of any ancillary agreements made between the parties.
- 16.2 The Authority shall pay all undisputed sums due to the Contractor within thirty (30) days of receipt of a valid invoice submitted in accordance with Schedule 4 (Payment and Performance Monitoring System), for work completed to the satisfaction of the Authority.
- 16.3 The Contractor shall ensure that each invoice contains all appropriate references and a detailed breakdown of the work completed and Services supplied and that it is supported by any other documentation reasonably required by the Authority to substantiate the invoice as set out in Schedule 4 (Payment and Performance Monitoring System). The Authority shall not be responsible for any delays in payment arising from any failure of the Contractor to comply with this clause 16.3.
- 16.4 The Authority shall, in addition to the Price, following receipt of a valid VAT invoice, pay the Contractor a sum equal to the VAT chargeable on the value of the Services supplied in accordance with this Agreement.
- 16.5 The Contractor shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under this Agreement. Any amounts due under this clause 16.5 shall be paid by the Contractor to the Authority not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Authority.

16.6 Payment by the Authority shall be without prejudice to any rights or remedies available to it under this Agreement, or otherwise, and shall not constitute any binding admission by the Authority as to the quality or satisfactory performance and completion of the Services by the Contractor.

**17. WITHHOLDING OF PAYMENT FOR NON-PERFORMANCE**

The Authority reserves the right to withhold payment of the relevant part of the Price without payment of interest where the Contractor has either failed to provide the Services at all or has (in the Authority's sole opinion) provided the Services inadequately and any invoice relating to such Services will not be paid unless or until the Services have been performed to the Authority's satisfaction.

**18. OVERDUE SUMS**

18.1 Any overdue sums will bear interest from the due date until payment is made at three per cent (3%) per annum over the Bank of England base rate from time to time.

18.2 The Contractor is not entitled to suspend provision of the Services as a result of any overdue sums unless the Contractor is entitled to terminate the Agreement under clause 21.6.

18.3 The remedies for late payment contained in this clause 18 are substantial remedies within the meaning of Part II of the Late Payment of Commercial Debts (Interest) Act 1998 and that both Parties to this Agreement acknowledge that this term was not imposed on either to the detriment of the other and that the Contractor did not receive any inducement to agree to this term.

**19. SET-OFF AND RECOVERY OF SUMS DUE**

19.1 The Authority will be entitled but not obliged at any time or times without notice to the Contractor to set off any liability of the Authority to the Contractor under the Agreement or under any other agreement or contract with the Authority or with any department, agency or authority of the Authority against any liability of the Contractor to the Authority (in either case however arising and whether any such liability is present or future, liquidated or unliquidated). The Authority's rights under this clause will be without prejudice to any other rights or remedies available to the Authority under this Agreement or otherwise.

19.2 Wherever under the Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Authority in respect of any breach of the Agreement), the Contractor may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Authority.

19.3 Any overpayment by either Party, whether of the Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

19.4 The Contractor shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Contractor.

19.5 All payments due shall be made within a reasonable time unless otherwise specified in the Agreement, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

**20. PAYMENT OF SUB-CONTRACTORS**

Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice.

## **PART 3 – TERMINATION AND STEP-IN PROVISIONS**

### **21. TERMINATION**

- 21.1 The Authority is entitled to terminate this Agreement by giving not less than six (6) months' notice to the Contractor if the Contractor has failed to deliver the transition of Library Gateways as described in part 1A of the Specification by the end of year 8 of the Contract , that is to say by 31/3/2028.
- 21.2 The Authority may give notice to the Contractor to terminate this Agreement as from the date of expiry of the notice if the Contractor commits a material ,substantive or Persistent Breach of this Agreement which, in the case of a material breach capable of remedy, is not remedied within thirty (30) Working Days after the Authority has given notice containing details of the breach, requiring the breach to be remedied, and stating that, if it is not, this Agreement may be terminated without further notice.
- 21.3 The Authority may at any time, by notice to the Contractor, terminate this Agreement immediately on providing written notice if:
- 21.3.1 an Insolvency Event occurs in relation to the Contractor;
  - 21.3.2 the Contractor is convicted of a criminal offence; or
  - 21.3.3 the Contractor is guilty of any conduct bringing itself or the Authority into serious public disrepute; or
  - 21.3.4 there is a change of Control of the Contractor.
- 21.4 The Authority's rights to terminate this Agreement include the right to terminate the Agreement in part.
- 21.5 The Council may terminate this Agreement in accordance with clauses 36.6 and 46.1 (bribery and force majeure).
- 21.6 The Contractor may terminate this Agreement:
- 21.6.1 on giving the Council ninety (90) days' written notice where the Council is in breach of clause 16.2 (payment) and the Council has failed to rectify the breach within sixty (60) days of receiving written notice from the Contractor specifying such breach and requesting it to be remedied; or
  - 21.6.2 in accordance with clause 46.1 (force majeure).

#### **STEP-IN RIGHTS**

- 21.7 If during the term of the contract any of the events listed in 21.12 below occur ,the Authority may immediately exercise the step-in rights described in 21.8 to 21.11 inclusive
- 21.8 The Authority may instruct one of it's senior finance officers to meet the Contractor's Chief Finance Officer to identify the reasons for the events.
- 21.9 it will agree an implementation plan with the Contractor aimed at rectifying the identified issues setting out actions and timescales.
- 21.10 it will monitor the implementation plan over the period of the required actions to measure progress
- 21.11 If the Contractor fails to implement the plan within the agreed timescales then this will constitute a material breach incapable of remedy with the termination rights stated in 21.2 above.

- 21.12 The events mentioned in 21.7 are (1) losses are filed for 3 consecutive years (after accounting for exceptional pension adjustments) :x-ref KPI ref Lib 16 ; (2) bank statements show that the main back account is overdrawn ; x-ref KPI ref Lib 19 ; (3) creditors are not paid within 60 days : x-ref KPI ref Lib 20 ; and (4) material debts are not collected within 90 days with the Authority to determine acting reasonably what is material :x-ref KPI ref Lib 21

## **22. EFFECT OF TERMINATION**

- 22.1 Upon termination of the Agreement in whole or in part, otherwise than in accordance with clause 21 above, without prejudice to any other of its other rights:
- 22.1.1 the Authority shall be liable to pay to the Contractor only such elements of the Price, if any, that have properly accrued in accordance with the Agreement or the affected part of the Agreement up to the time of termination;
- 22.1.2 the Authority may itself complete any of the Services that remain outstanding upon termination, or have them completed by a third party, and may use for that purpose (making a fair and proper allowance therefore in any payment subsequently made to the Contractor) all materials, plant and equipment on the Facilities belonging to the Contractor; and
- 22.1.3 be entitled to deduct from any amount due to the Contractor any costs incurred by it under this clause 22.1.2 if the total cost of the completion of the Services to the Authority exceeds the amount (if any) due to the Contractor under the Agreement, and the difference shall be recoverable by the Authority from the Contractor as a debt.
- 22.2 Upon the termination of the Agreement for any reason, subject as otherwise provided in this Agreement and to any rights or obligations which have accrued prior to termination, neither Party shall have any further obligation to the other under the Agreement. For the avoidance of doubt, upon any termination of this Agreement, the Authority shall not be liable to the Contractor for any loss of profit or opportunity, loss of contracts or other costs, losses and/or expenses arising out of or in connection with such termination.
- 22.3 Upon the termination of the Agreement for any reason the Contractor shall co-operate fully with the Authority to ensure an orderly migration of the Services to the Authority or, at the Authority's request, a replacement Contractor of the Services in accordance with the principles set out in clause 23.
- 22.4 Upon the termination of the Agreement for any reason the Contractor shall procure that all data and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Council or relating to the Services), shall be delivered to the Council forthwith and the Contractor shall certify full compliance with this clause.
- 22.5 Termination of the Agreement shall not prejudice or affect:
- 22.5.1 any right of action or remedy which shall have accrued or shall thereupon accrue to the Council; and
- 22.5.2 the continuance in force of clauses 22 (Effect of Termination), 24 (Indemnity), 26 (Insurance)<sup>1</sup>, 27 (Liability), 30 (Intellectual Property), 31 (Data Protection), 31.1 (Freedom of Information), 33 (Confidentiality), 36.5 (Bribery), 37 (Audit), 47 (Third Party Rights) and 48 (Governing Law).



## **23. TRANSITION TO ANOTHER CONTRACTOR**

- 23.1 During the final eighteen (18) months of the Contract Period (where this expires by effluxion of time) or during the period of any Termination Notice, and in either case for a reasonable period thereafter, the Contractor shall co-operate fully with the transfer of responsibility for the Services (or any of the Services) to the Authority or any new Contractor of such services the same or similar to Services, and for the purposes of this Clause (Transition to another Contractor) the meaning of the term **co-operate** shall include:
- 23.1.1 liaising with the Authority and/or any new Contractor, and providing reasonable assistance and advice concerning the Services and their transfer to the Authority or to such new Contractor both during the tender process and beyond;
  - 23.1.2 allowing any new Contractor access (at reasonable times and on reasonable notice) to the Facilities but not so as to interfere with or impede the provision of the Services;
  - 23.1.3 ensuring a smooth transfer of the Equipment, Stock, Collection, Civic Archives etc to the new Contractor;
  - 23.1.4 providing to the Authority and/or to any new Contractor all and any information concerning the Facilities and the Services which is reasonably required for the efficient transfer of responsibility for their performance but, to avoid doubt, information which is commercially sensitive to the Contractor shall not be provided (and for the purpose of this Clause 23 (Transition to another Contractor), commercially sensitive shall mean Contractor IPR and information which would if disclosed to a competitor of the Contractor give that competitor a competitive advantage over the Contractor and thereby prejudice the business of the Contractor but shall, to avoid doubt, not include any information referred to in Clause **Error! Reference source not found.** (TUPE) or the Retendering Information); and
- 23.2 The Contractor shall use all reasonable endeavours so as to facilitate the smooth transfer of responsibility for the Services to a new Contractor or to the Authority, as the case may be, and the Contractor shall take no action at any time during the Contract Period or thereafter which is calculated or intended, directly or indirectly, to prejudice or frustrate or make more difficult such

## **PART 4 – WARRANTIES, INDEMNITY, INSURANCE AND LIABILITY PROVISIONS**

### **24. WARRANTIES**

- 24.1 The Contractor warrants and represents that:
- 24.1.1 it has full capacity and authority to enter into this Agreement and all necessary consents have been obtained and are in full force and effect;
  - 24.1.2 its execution of this Agreement does not and will not contravene or conflict with its constitution, any Law, or any agreement to which it is a party or which is binding on it or any of its assets;
  - 24.1.3 all information supplied by the Contractor to the Authority during the award procedure leading to the execution of this Agreement is, to its reasonable knowledge and belief, true and accurate and it is not aware of any material facts or circumstances which have not been disclosed to the Authority which would, if disclosed, be likely to have an adverse effect on a reasonable public sector entity's decision whether or not to contract with the Contractor substantially on the terms of this Agreement; and
  - 24.1.4 to the best of its knowledge, nothing will have, or is likely to have, a material adverse effect on its ability to perform its obligations under this Agreement.

## 25. INDEMNITY

- 25.1 The Contractor shall indemnify the Authority, its employees, servants and agents against all actions, claims, demands, costs and expenses incurred by or made against the Authority, its employees, servants or agents in respect of any direct loss or damage or personal injury (including death) which arises out of the acts or omissions of the Contractor, its employees, servants or agents, including but not limited to any breach of the Agreement by the Contractor.
- 25.2 The indemnity contained in clause 25.1 above shall not apply to the extent that the loss, damage or injury is caused by the negligent or wilful act or omission of the Authority or any servant or agent of the Authority.

## 26. INSURANCE

- 26.1 The Contractor shall ensure it has in force, and shall require any Subcontractor to have in force, throughout the Contract Period and for the period of twelve years from the date of completion or termination of the Services policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor arising out of the performance of its obligations under the Agreement, including death, personal injury, loss of or damage to property, and other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.
- 26.2 The insurance to be maintained by the Contractor in accordance with clause 26.1 shall, as a minimum, be:
- 26.2.1 employer's liability insurance cover for an insured amount not less than ten million pounds (£10 million) per occurrence and unlimited in respect of the number of occurrences covered by such insurance during any one insurance period;
  - 26.2.2 public liability insurance cover for an insured amount of not less than ten million pounds (£10 million) per occurrence and unlimited in respect of the number of occurrences covered by such insurance during any one insurance period; and
  - 26.2.3 building insurance cover for an insured amount of not less than the full re-build value of any building used in the performance of the Services for which the Contractor has responsibility; and
  - 26.2.4 contents insurance cover for an insured amount of not less than £2m.
- 26.3 The Contractor shall prior to the Commencement Date and on each anniversary of the Commencement Date and/or upon request provide evidence that all premiums relating to such insurances have been paid.
- 26.4 If the Contractor does not maintain the necessary insurances under the Agreement the Authority may insure against any risk in respect of the default and may charge the Contractor the cost of such insurance together with a reasonable administration charge.
- 26.5 In order to effect the requirements of this clause in respect of 26.2.3 the Authority will in practice take out the insurance cover mentioned in respect of all premises which the Authority owns and will charge the Contractor the cost of such insurance together with a reasonable administration charge which will be paid to the Authority as Insurance Rent as defined in the Leases granted to the Contractor.

## 27. LIABILITY

- 27.1 Neither Party excludes or limits liability to the other Party for:
- 27.1.1 death or personal injury caused by its negligence;

- 27.1.2 fraud or fraudulent misrepresentation; or
  - 27.1.3 any other matter in respect of which, as a matter of Law, liability cannot be excluded or limited.
- 27.2 The Contractor will be liable to the Authority in respect of damage to the tangible property of the Authority its employees servants agents members or persons acting on its behalf resulting from the negligence of the Contractor its employees servants agents and sub-contractors provided that the Contractor's entire liability in respect of such damage shall be limited to £1m.
- 27.3 Subject to clauses 27.1, 27.2 and 27.5, and the Contractor's liability under clause 30.1 (which shall be unlimited) the Contractor's liability per claim to the Authority under the Agreement whether in contract, tort (including negligence) or otherwise shall be subject to a financial limit of £2m.
- 27.4 Subject to clauses 27.1, and 27.5, the Authority's total aggregate liability to the Contractor under the Agreement whether in contract, tort (including negligence) or otherwise shall be limited to one hundred per cent (100%) of the proportion of the Price which is paid and payable at the time that the liability arises.
- 27.5 Subject always to clauses 27.1 and 27.6 in no event shall either Party be liable to the other for:
- 27.5.1 loss of profits, business, revenue, goodwill, or anticipated savings; and/or
  - 27.5.2 indirect or consequential loss or damage,
- howsoever arising under this Agreement, unless specifically agreed in writing between the Parties.
- 27.6 The provisions of clause 27.5 above shall not limit the right of either Party to claim from the other for:
- 27.6.1 directly and reasonably incurred additional operational and administrative costs and expenses; and/or
  - 27.6.2 expenditure or charges rendered unnecessary as a result of any direct default by the Contractor.

## **28. COMPLAINTS**

- 28.1 The Contractor shall implement a customer care policy in accordance with Paragraph 1.27 of Part 1C of the Specification and comply with such complaints policy at all times.
- 28.2 In the provision of the Services the Contractor must at all times comply with its customer care policy and any additional Authority's rules governing the handling of complaints as notified to the Contractor from time to time.
- 28.3 If a complaint is received by the Authority about:
- 28.3.1 the standard of the provision of the Services or about the manner in which any of the Services have been supplied or Work has been performed; or
  - 28.3.2 the materials or procedures used; or
  - 28.3.3 any other matter connected with the performance of the Contractor's obligations under this Agreement,

then the Authority may take any steps it considers reasonable in relation to that complaint, including investigating the complaint and discussing the complaint with the Contractor.

## **PART 5 - REVIEW**

### **29. CHANGE CONTROL**

- 29.1 If the Parties wish to make any changes to the provisions of this Agreement, they shall each comply with the Change Protocol at Schedule 2.
- 29.2 No variation or modification to this Agreement is valid unless it is made in writing and signed by the Authority and the Contractor.

## **PART 6 – PROTECTION OF INFORMATION**

### **30. INTELLECTUAL PROPERTY**

- 30.1 It shall be a condition of this Agreement that, except to the extent that the Services involve or utilise designs furnished by the Authority, the Services will not infringe IPR in whole or in part (so as to be actionable at Law) of any third party and the Contractor shall indemnify the Authority against all actions, claims, demands, costs and expenses which the Authority may suffer or incur as a result of or in connection with any breach of this clause.
- 30.2 Each Party grants to the other Party a non-exclusive licence for the duration of the Contract Period to use the other Party's Logo on its marketing material, website, stationery and any other relevant media if it is reasonably necessary to do so for the purposes of performing or promoting the Services. The Authority also grants the Contractor an exclusive licence for the duration of the term to use the Archives, Collections and any loaned collections along with any Intellectual Property Rights in them,
- 30.3 Each Party shall act in accordance with the licence given under clause 30.2 and shall not use the other Party's Logo in any way which could have a negative influence on the reputation or goodwill of that Party or the reputation or goodwill associated with the Logo.
- 30.4 The Contractor shall not use the logo of the outgoing provider of library services.
- 30.5 All IPR:
- 30.5.1 furnished to or made available to the Contractor by the Authority pursuant to the Agreement are and shall remain vested in the Authority and the Contractor shall neither obtain by this Agreement nor by any means arising from the Agreement acquire (unless by specific written agreement of the Authority) any such rights with regard thereto; and/or
- 30.5.2 prepared by or for the Contractor for use, or intended use, in relation to the performance of this Agreement are hereby assigned to and shall vest in the Authority absolutely.
- 30.6 The Contractor shall not and shall procure that Contractor Personnel shall not (except to the extent necessary for the implementation of this Agreement) without prior consent of the Authority use or disclose any such specifications, instructions, plans drawings, patterns, models, designs or other material as aforesaid or any other information (whether or not relevant to this Agreement) which the Contractor may obtain pursuant to or by reason of the Agreement, except for information which is already in the public domain otherwise than by reason of a breach of this clause, and in particular (but without prejudice to the generality of the foregoing) the Contractor shall not refer to the Authority or the Agreement in any advertisement which does not relate to the performance of the Services without the Authority's prior written consent.
- 30.7 The provision of this clause 30, except for the licence given under clause 30.2, shall apply during the continuance of the Agreement and shall endure after its termination howsoever arising.

### 31. **DATA PROTECTION**

- 31.1 The Contractor shall and shall ensure that the Contractor Personnel shall, in performing its obligations under this Agreement, comply in all respects with the Data Protection Legislation. The obligations include those listed in paragraph 1.22 (part 1B) of the Specification regarding the existing CCTV equipment installed in the Facilities .
- 31.2 The Contractor shall and shall ensure that the Contractor Personnel shall not do or permit anything to be done which might jeopardise or contravene the Authority's compliance with the Data Protection Legislation.
- 31.3 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority and the Contractor are joint Controllers and the Contractor is the Processor for any data which the Authority provides which includes the Archives, Collections and any loaned collections. The only processing that the Contractor is authorised by the Authority to do is listed in Schedule 1 and may not be determined by the Contractor.
- 31.4 For the purpose of this clause 31 the term "processing" and cognate terms have the meaning given in the GDPR.
- 31.5 The Contractor shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- 31.6 The Contractor shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:
- 31.6.1 a systematic description of the envisaged processing operations and the purpose of the processing;
  - 31.6.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - 31.6.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
  - 31.6.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 31.7 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- 31.7.1 process that Personal Data only in accordance with Schedule 1 unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
  - 31.7.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Authority as appropriate to protect against a Data Loss Event having taken account of the:
    - a) nature of the data to be protected;
    - b) harm that might result from a Data Loss Event;
    - c) state of technological development; and
    - d) cost of implementing any measures;
  - 31.7.3 ensure that:

- e) the Contractor and the Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1);
  - f) it takes all reasonable steps to ensure the reliability and integrity of any of the Contractor Personnel who have access to the Personal Data and ensure that they:
  - g) are aware of and comply with the Contractor's duties under this clause ;
  - h) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
  - i) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Agreement; and
  - j) have undergone adequate training in the use, care, protection and handling of Personal Data;
- 31.7.4 not transfer Personal Data outside of the European Union unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
- a) the Authority or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with the DPA ,GDPR Article 46 or LED Article 37) as determined by the Authority;
  - b) the Data Subject has enforceable rights and effective legal remedies;
  - c) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
  - d) the Contractor complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
  - e) at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.
- 31.8 Subject to clause 31.9, the Contractor shall notify the Authority immediately if it:
- 31.8.1 receives a Data Subject Access Request (or purported Data Subject Access Request) related to the Authority;
  - 31.8.2 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
  - 31.8.3 becomes aware of a Data Loss Event.
- 31.9 The Contractor's obligation to notify under clause 31.8 shall include the provision of further information to the Authority in phases, as details become available.
- 31.10 Taking into account the nature of the processing, the Contractor shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation in connection with Personal Data processed under this Agreement and any complaint, communication or request made under clause 31.8 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
- 31.10.1 the Authority with full details and copies of the complaint, communication or request;

- 31.10.2 such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - 31.10.3 the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
  - 31.10.4 assistance as requested by the Authority following any Data Loss Event; and
  - 31.10.5 assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.
- 31.11 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 31. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- 31.11.1 the Authority determines that the processing is not occasional;
  - 31.11.2 the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
  - 31.11.3 the Authority determines that the processing is likely to result in a high risk to the rights and freedoms of Data Subjects.
- 31.12 The Contractor shall allow for audits of its data processing activity and Facilities by the Authority or the Authority's designated auditor and authorised representatives. In particular, the Authority shall be entitled to inspect, test and audit or appoint representatives to inspect, test and audit all facilities, Facilities, equipment, systems, documents and electronic data relating to the processing of Personal Data by or on behalf of the Contractor and the Contractor shall co-operate and assist the Authority (and its representative) with each inspect, test and audit.
- 31.13 The Contractor shall comply with the instructions of the Authority to enable the audits referred to in clause 31.12 to be carried out and the Contractor shall provide to the Authority and/or their designated auditor and authorised representatives, all reasonable assistance that they require in connection with any audits, including making available to the Authority all information necessary to demonstrate compliance with its obligations under this Agreement and the Data Protection Legislation.
- 31.14 The Contractor shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 31.15 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
- 31.15.1 notify the Authority in writing of the intended Sub-processor and processing;
  - 31.15.2 obtain the written consent of the Authority;
  - 31.15.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 31 such that they apply to the Sub-processor; and
  - 31.15.4 provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.
- 31.16 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

- 31.17 The Contractor shall indemnify the Authority for any damage, cost or losses (including legal costs) incurred by the Authority in connection with any third party claim made or threatened against the Authority in connection with the loss, unauthorised disclosure or breach of the Data Protection Legislation by the Contractor in relation to any Personal Data. This indemnity shall not apply to the extent the Contractor's act or omission was as a result of the express instruction of the Authority.
- 31.18 The Contractor may, at any time on not less than 30 Working Days' notice, revise this clause 31 by replacing it with any applicable Controller to Processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 31.19 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Contractor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

## 32. **FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS**

- 32.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Contractor shall and shall procure that its Sub-Contractors shall:
- 32.1.1 provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
  - 32.1.2 transfer to the Authority all Request For Information relating to this Agreement that it receives as soon as practicable and in any event within two Working Days of receipt;
  - 32.1.3 provide the Authority with a copy of all information held on behalf of the Authority which is requested in the Request For Information and which is in its possession or control in the form that the Authority requires within five Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such information; and
  - 32.1.4 not respond directly to a Request For Information addressed to the Authority unless authorised in writing to do so by the Authority.
- 32.2 The Contractor acknowledges that the Authority may be required under the FOIA and EIRs to disclose information of the Contractor (except for any information which is exempt from disclosure in accordance with the provisions of the FOIA and EIRs) without consulting or obtaining consent from the Contractor. The Authority shall take reasonable steps to notify the Contractor of a Request For Information to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Authority shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
- 32.3 The provisions of this Clause **Error! Reference source not found.** shall survive termination or expiry of this Agreement.

## 33. **CONFIDENTIALITY**

- 33.1 Each Party undertakes to the other in relation to the Confidential Information of the other:
- 33.1.1 to keep confidential all Confidential Information;
  - 33.1.2 not to disclose Confidential Information without the other's prior written consent to any other person except those of its employees who have a need to know the Confidential Information;



- 33.1.3 not to use Confidential Information except for the purposes of performing its obligations under this Agreement (and in particular not use Confidential Information to obtain a commercial, trading or any other advantage); and
  - 33.1.4 to keep separate from all other information all Confidential Information in its possession or control.
- 33.2 The provisions of clause 33.1 shall not apply to Confidential Information to the extent that it is or was:
- 33.2.1 already in the possession of the other free of any duty of confidentiality on the date of its disclosure;
  - 33.2.2 in the public domain other than as a result of a breach of this clause 33.1;
  - 33.2.3 required to be disclosed:
    - a) pursuant to Law, or the rules of any recognised exchange on which the securities of a Party are or are to be listed; or
    - b) in connection with proceedings before a court of competent jurisdiction or under any court order or for the purpose of receiving legal advice,

*but only to the extent and for the purpose of that disclosure.*
- 33.3 Subject to clause 33.2.3 the Contractor shall not make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed).
- 33.4 The provisions of clause 33 shall apply during the continuance of the Agreement and after its termination howsoever arising.

## **PART 7 – STATUTORY OBLIGATIONS**

### **34. NON-DISCRIMINATION, RIGHT TO WORK AND HUMAN RIGHTS**

- 34.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any Law (including the Equality Act 2010 and the Human Rights Act 1998), enactment, order, or regulation relating to discrimination (whether age, race, gender, religion, disability, sexual orientation or otherwise) in employment or otherwise.
- 34.2 The Contractor shall use all reasonable endeavours to:
  - 34.2.1 comply with the relevant requirements of all of the Authority's policies in relation equality and diversity issues;
  - 34.2.2 comply with the relevant requirements of all relevant codes of practice relating to non-discriminatory practice in the provision of the Services; and
  - 34.2.3 procure that its Personnel comply with clauses 34.1, 34.2 and 37.2.
- 34.3 The Contractor shall comply with all relevant legislation relating to its Personnel however employed including (but not limited to) compliance with any Law relating to the ability of the Personnel to work in the United Kingdom.
- 34.4 The Contractor shall:
  - 34.4.1 not do or allow anything to be done which is incompatible with the rights contained in the European Convention on Human Rights and the Human Rights Act 1998;

34.4.2 not do or allow anything to be done which may result in the Authority acting incompatibly with the rights contained within the European Convention on Human Rights and the Human Rights Act 1998; and

34.4.3 indemnify the Authority against any loss, claims and expenditure resulting from the Contractor's breach of this clause 34.4.

34.5 If the Contractor has a finding against it relating to its obligations under this clause 34 it will provide the Authority within ten (10) Working Days of the finding with:

34.5.1 details of the finding; and

34.5.2 the steps the Contractor has taken to remedy the situation.

### 35. **HEALTH AND SAFETY**

35.1 In the performance of its obligations under the Agreement, the Contractor shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Personnel, the Authority's staff, or other persons working on the Facilities where the Services are to be performed.

35.2 The Contractor shall comply with all Facilities rules relevant to the fulfilment of the Contractor's obligations in the performance of the Services.

### 36. **PREVENTION OF BRIBERY**

36.1 The Contractor:

36.1.1 shall not, and shall procure that any Personnel shall not, in connection with this Agreement commit a Prohibited Act;

36.1.2 warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Authority, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Authority before execution of this Agreement.

36.2 The Contractor shall:

36.2.1 if requested, provide the Authority with any reasonable assistance, at the Authority's reasonable cost, to enable the Authority to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;

36.2.2 within thirty (30) Working Days of the Commencement Date, and annually thereafter, certify to the Authority in writing (such certification to be signed by an officer of the Contractor) compliance with this clause 36 by the Contractor and all persons associated with it or other persons who are supplying goods or services in connection with this Agreement. The Contractor shall provide such supporting evidence of compliance as the Authority may reasonably request.

36.3 The Contractor shall have an anti-bribery policy (which shall be disclosed to the Authority) to prevent any Personnel from committing a Prohibited Act and shall enforce it where appropriate.

36.4 If any breach of clause 36.1 is suspected or known, the Contractor must notify the Authority immediately.

- 36.5 If the Contractor notifies the Authority that it suspects or knows that there may be a breach of clause 36.1, the Contractor must respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit books, records and any other relevant documentation.
- 36.6 The Authority may terminate this Agreement by written notice with immediate effect if the Contractor or any of its Personnel (in all cases whether or not acting with the Contractor's knowledge) breaches clause 36.1. In determining whether to exercise the right of termination under this clause 36.6, the Authority shall give all due consideration, where appropriate, to action other than termination of this Agreement unless the Prohibited Act is committed by the Contractor or a senior officer of the Contractor or by any Personnel not acting independently of the Contractor. The expression "not acting independently of" (when used in relation to the Contractor or a sub-contractor) means and shall be construed as acting:
- 36.6.1 with the Contractor; or,
- 36.6.2 with the actual knowledge;
- of any one or more of the directors of the Contractor or the sub-contractor (as the case may be); or
- 36.6.3 in circumstances where any one or more of the directors of the Contractor ought reasonably to have had knowledge.
- 36.7 Any notice of termination under clause 36.6 must specify:
- 36.7.1 the nature of the Prohibited Act;
- 36.7.2 the identity of the party whom the Authority believes has committed the Prohibited Act; and
- 36.7.3 the date on which this Agreement will terminate.
- 36.8 Despite clause 39 (Dispute Resolution), any dispute relating to:
- 36.8.1 the interpretation of clause 36; or
- 36.8.2 the amount or value of any gift, consideration or commission,
- shall be determined by the Authority and its decision shall be final and conclusive.
- 36.9 Any termination under clause 36.6 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Authority.

## **PART 8 – GENERAL**

### **37. AUDIT**

- 37.1 During the Contract Period and for a period of six years after the Agreement has terminated, the Contractor shall keep and maintain records to the satisfaction of the Authority of all expenditures which are reimbursable by the Authority and of the hours worked and costs incurred in connection with any Personnel paid for by the Authority on a time charge basis.
- 37.2 The Contractor shall upon prior agreement allow the Authority, its agents and/or representatives to carry out the following audits:
- 37.2.1 audits for verifying the calculation of the Price; and

- 37.2.2 audits (including quality audits) to review whether the Contractor is carrying out its obligations in accordance with this Agreement.
- 37.3 The Contractor shall on reasonable request, provide the Authority, its agents and/or representative with all access, reasonable co-operation and assistance in relation to any audit permitted by clause 37.2 including without limitation:
- 37.3.1 all information reasonably required by the Authority for the purposes of carrying out such audits;
  - 37.3.2 granting or procuring the grant of reasonable access to the Facilities of the Contractor or any third party where records and information which are relevant for the purpose of such audits are kept;
  - 37.3.3 making any documents and records available for inspection;
  - 37.3.4 providing a reasonable number of copies of any documents or records required by the auditor available for inspection; and
  - 37.3.5 complying with the Authority's reasonable requests for access to the Contractor's personnel engaged in performance of the Agreement.

**38. ASSIGNMENT AND SUB-CONTRACTING**

- 38.1 The Contractor shall not assign or sub-contract any portion of the Agreement without the prior written consent of the Authority. No sub-contracting of any part of the benefit or burden of this Agreement shall relieve the Contractor of any obligation or duty attributable to him under the Agreement. Requests should be e-mailed to the Contract Manager.
- 38.2 Where the Authority has consented to the placing of sub-contracts, copies of each sub-contract shall be sent by the Contractor to the Authority immediately it is issued.

**39. DISPUTE RESOLUTION**

- 39.1 Any dispute arising in relation to this Agreement shall be resolved in accordance with this clause 39.
- 39.2 The Contractor and the Authority shall endeavour to notify each other of any anticipated disputes so that any potential dispute can be avoided by negotiation between them.
- 39.3 Both Parties shall endeavour to resolve any failure to agree matters or any disputes by direct negotiations between senior representatives of both Parties. Each Party shall nominate within five (5) Working Days a senior representative to meet with the other to resolve any matter that is in dispute between them ('the Disputed Matter').
- 39.4 Each Party shall take all reasonable steps to ensure that the representatives shall meet together within ten (10) Working Days of receipt of notice of the Disputed Matter to resolve the Disputed Matter.
- 39.5 Each Party agrees it will act in good faith and take all reasonable steps to address the other Party's concerns and seek to resolve the Disputed Matter and authorise and direct their representative accordingly.
- 39.6 If, in the reasonable opinion of the Party who served the notice of the Disputed Matter, the Parties fail to resolve the dispute through such negotiations referred to in clause 39.4 above, the Parties agree to seek in good faith to settle the Disputed Matter through mediation.
- 39.7 In order to commence mediation, one Party must give written notice requesting mediation (an "ADR Notice") to the other Party of the dispute.

- 39.8 A mediator shall be agreed upon between the Parties within fifteen (15) Working Days of the date of the ADR Notice being served, failing which the mediator shall be appointed by the Centre for Effective Dispute Resolution.
- 39.9 The mediation shall start not later than twenty five (25) Working Days after the appointment of the mediator.
- 39.10 In the event that the Parties cannot agree on any issue as to the conduct of the mediation (other than any disagreement as to the appointment of the mediator), at the request of a Party the mediator (if he has been appointed) will consult with the Parties and decide the issue for them.
- 39.11 If the Disputed Matter is not resolved within fifty (50) Working Days of the date of the ADR Notice being served, then either Party may give written notice to the other terminating the mediation process and give notice of its intention to refer the dispute to the courts.
- 39.12 The Parties shall continue to comply with, observe and perform all their obligations hereunder regardless of the nature of the dispute and notwithstanding the referral of the dispute for resolution under this clause 39 and shall give effect forthwith to every decision of the mediator and the courts delivered under this clause 39.
- 39.13 Nothing in this clause 39 shall prevent any Party seeking injunctive or interim relief.
- 39.14 Each Party shall bear its own costs of mediation.

40. **ENTIRE AGREEMENT**

- 40.1 This Agreement and the documents referred to in it together with any written variation hereto effected in accordance with clause 29 constitute the entire agreement and understanding of the Parties in respect of the subject matter of this Agreement and supersedes any previous arrangement, understanding or agreement between them.
- 40.2 Each Party acknowledges that in entering into the Agreement, it has not relied on any statement, representation, assurance or warranty ((whether made negligently or innocently) other than those expressly set out in this Agreement or the documents referred to in it.
- 40.3 Each Party agrees that all liability for and remedies in respect of any representations are excluded except as expressly provided in this Agreement.

41. **NOTICES**

Any notices given under or pursuant to the Agreement may be sent by hand or by post or by registered post or by the recorded delivery service or transmitted by facsimile transmission or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the Party shown at the beginning of this Agreement, or to such other address as the Party may by notice to the other have substituted therefore, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

42. **NO AGENCY OR PARTNERSHIP**

- 42.1 Nothing contained in this Agreement, and no action taken by the Parties pursuant to this Agreement, will be deemed to constitute a relationship between the Parties of partnership, joint venture, principal and agent or employer and employee. Neither Party has, nor may it represent that it has, any authority to act or make any commitments on the other Party's behalf.
- 42.2 Nothing in this Agreement in any way affects the right of the Authority to exercise (or not to exercise) any of its statutory powers and/or its statutory functions.

#### **43. NON-SOLICITATION AND OFFERS OF EMPLOYMENT**

43.1 The Contractor agrees that it will not, without the prior written consent of the Authority, whether directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person and whether as a principal, shareholder, director, employee, agent, Contractor, partner or otherwise during the Contract Period or for a period of twelve (12) months following termination of this Agreement:

43.1.1 solicit or entice, or endeavour to solicit or entice, away from the Authority, any person directly related to the Services employed in a senior capacity in a managerial, supervisory, technical, sales or administrative capacity by, or who is or was a Contractor to, the Authority at the date of the termination of this Agreement or at any time during the period of one month immediately preceding the date of termination; or

43.1.2 attempt, or knowingly assist or procure any other person to do the above.

#### **44. SEVERABILITY**

In the event that any provision of this Agreement is held to be void voidable illegal or otherwise unenforceable for any reason by any Court of competent jurisdiction or indication to that effect is received by either of the Parties from any competent authority then such provision shall be severed from this Agreement and the remainder of it shall continue in full force and effect as if it had been executed without that invalid illegal or unenforceable provision provided that where such invalidity or illegality is so fundamental to the performance of this Agreement as to prevent that performance then the Parties shall immediately commence negotiations in good faith following the procedure in clause 29 to amend the Agreement in such reasonable manner so as to achieve the original intention of the Parties if that is possible without such enforceability.

#### **45. NO WAIVER**

45.1 The failure of either Party to insist upon strict performance of any provision of the Agreement, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Agreement.

45.2 No waiver of any of the provisions of this Agreement shall be effective unless it is expressed to be a waiver and communicated to the other Party in writing in accordance with clause 41.

45.3 A waiver of any right or remedy arising from a breach of the Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Agreement.

#### **46. FORCE MAJEURE**

46.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Agreement (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Agreement for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Agreement for a period in excess of thirty (30) days, either Party may terminate the Agreement with immediate effect by notice in writing.

46.2 Any failure or delay by the Contractor in performing its obligations under the Agreement which results from any failure or delay by an agent, sub-contractor or Contractor shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Contractor.

46.3 If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any likely failure or delay on its part as described in clause 46.1 it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period for which it is estimated that such failure or delay shall continue.

47. **THIRD PARTY RIGHTS**

Nothing in this Agreement shall confer, nor is it intended to confer, any enforceable right on any third party under the Contracts (Rights of Third Parties) Act 1999 except as otherwise expressly so stated.

48. **GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with English law and the Contractor hereby irrevocably submits to the jurisdiction of the English courts.

**In witness** whereof this Agreement has been executed as a deed and delivered on the date which first appears in this Agreement.

Executed as a deed and delivered by the **CITY OF YORK COUNCIL** affixing the common seal in the presence of:

)  
)  
)  
)  
) .....  
)  
) Authorised Officer  
)  
)  
) .....

Print name

Executed as a Deed by the **CONTRACTOR** acting by two directors in the presence of:

) .....  
) Director James Henderson  
Name  
)  
) .....  
) Director  
Name

*AWL*

Witness

*Andrew Laskett*

Name



## SCHEDULE 1: DATA PROCESSING DETAILS

Pursuant to clause 1 of the Agreement, the Contractor shall process the Personal Data as follows and any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	The Contractor processes the Personal Data under the Agreement but only for the purposes set out in the Agreement and otherwise in the furtherance of the arrangements between the Parties, in each case in connection with the provision of the Services.
Duration of the processing	For only as long as is necessary for the Contractor to comply with its obligations under the Agreement during its term and for the furtherance of the arrangements between the Parties, and as otherwise permitted by this Agreement.
Nature and purposes of the processing	<p>Processing activities such as collection, recording, organisational management, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (<i>whether or not by automated means</i>) may all be undertaken by the Contractor for the following purposes:</p> <ul style="list-style-type: none"> <li>• The purposes set out in the Agreement and in the attached spreadsheet</li> </ul>
Type of Personal Data	<ul style="list-style-type: none"> <li>• The types of personal data being processed are set out in the attached spreadsheet</li> </ul>
Categories of Data Subject	<p>Depending on the circumstances, the Personal Data may concern one or more of the following categories of Data Subjects (as determined by the Authority or agreed between the Parties) and such other categories as the Authority may specify or the Parties may agree from time to time:</p> <p>Examples include: Staff (including volunteers, agents, and temporary workers), customers/clients, suppliers, service users, members of the public, users of a particular website as well as those listed in the attached spreadsheet.</p>

<p>Plan for return and destruction of the Personal Data once the processing is complete UNLESS requirement under union or member state law to preserve that type of Personal Data</p>	<p>The Personal Data (and any copies of it) will be returned to the Authority once the processing activity to which it relates has been completed and on termination of this Agreement unless the Parties agree in writing that it can instead be securely destroyed in any particular case in accordance with the attached spreadsheet.</p>
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**EXPLORES DATA PROCESSING SUMMARY**

Group	Category	Sub-category	Description of data	Why do we collect	Legitimate Interest	Location of Data	Who can Access	Retention Period	Means of Destruction	Notes
Customers	Library Members & YorkCard Holders		Contact details, names, dates of birth	Information about our customer base - entering into a contract with Explore in terms of the service we are providing. Analysis of reach.	Contract	SirsiDynix database	Explore staff Sirsi staff CYC IT staff (restricted)	Until 2 years inactivity	Delete user record	Removed further demographics previously held as not required. Downgrade CYC ICT login to exclude customer details as far as possible.
						Paper forms	Staff in branch only, locked drawer	Until input (within a month)	Shred once input onto system	
							RVS paperwork / databases	In branch?	Until cease using service	Shred once stop using service
	Borrowers		Collated borrowing history	Customer service - people ask what they've borrowed	Contract	SirsiDynix database	All staff - login and password protected	1 year	Deleted via a report run by Sirsi	Introduced option for customers to opt out on their online account
						RVS paperwork / databases	All staff - login and password protected	Until cease using service	Shredded	
			Archives retrieval records	Security, knowing who has accessed originals in case of loss or damage	Contract	Access database	Explore staff password protected	current year plus 1 year previous	Deleted	
			Raw transaction logs re: borrowing	Inevitable result of having an automated system	Contract	SirsiDynix database	Explore staff Sirsi staff CYC IT staff (restricted)	Anonymised at end of year the following year i.e. Kept for up to 2 years	Deleted	Only personal data while borrower record is in place
						Bibliotheca machines	Explore staff Bibliotheca staff CYC IT staff (restricted)	Logs self-delete after one month.	Deleted after one month	Only personal data while borrower record is in place
	Researchers	Historical exemptions	Historical exemption forms have contact details for researchers with authority to access archives under 100 years old	Evidence of GDPR compliance	Legal Obligation	Physical forms in locked cabinet	Explore staff with key	Permanent	NONE	
		Reprographics	Reprographics forms have contact details for researchers authorised to have copies of our archives	Evidence of copyright compliance	Legal Obligation	Physical forms in locked cabinet	Explore staff with key	Permanent	NONE	
Document retrieval		Document Retrieval slips with name and ID of researchers	Managing access on day to day basis	Consent	Two physical copies: Archives reading room desk, pod	Explore staff in Archives Reading Room	End of day	Shredded		
Computer & wifi users		Record of PC sessions	Performance management	Contract	Pharos database	Explore staff CYC ICT staff	1 year	Deleted	Occasionally used in conjunction with Smoothwall logs (not personal data) for crime detection if police ask officially	

EXPLORES DATA PROCESSING SUMMARY

Group	Category	Sub-category	Description of data	Why do we collect	Legal basis interest	Location of data	Who can access	Retention Period	Retention / Disposal	Notes			
	Project participants & events attendees	SRC participants	Contact details & demographic info	Marketing, demonstrating impact, analysing performance	Contract	Summer Reading Challenge access database	All staff and volunteers	2 years	Deleted				
		Other events attendees	Contact details	Event management including contact in case of event cancellation	Contract	Zipporah hosted by CYC	Explore staff password protected	3 months after event	Deleted	Author events, Mint Yard lectures, Archives events			
						Explore Labs spreadsheets	Explore staff password protected	3 months after event	Deleted				
						Author events spreadsheets	Explore staff password protected	3 months after event	Deleted				
						Event Brite booking site	Explore staff password protected	3 months after event	Deleted				
	Physical visitors	People in and around Explore centres	CCTV images	Security	Public Interest	CYC	Gough and Kelly. Explore staff at Acomb, York and Tang Hall						
	Enquirers		Contact details	To deal with enquiry and follow up	Consent	Outlook accounts	Individual staff members	On resolution, or after 6 months inactivity					
						Enquiry spreadsheet	Explore staff	On resolution, or after 6 months inactivity	Deleted				
	E-services users	E-lending and E-reference	Contact details & usage logs				Overdrive database			NA	We don't share personal data. Customers may choose to register and give companies their personal data. Taken measures to check GDPR compliance so we know we're signposting customers to compliant services.		
							RBDigital database						
							OUP database						
							BNA database						
	Ancestry database												
Find My Past database													
Explore website	Tracking info: IP addresses, geographical	Contact details (if entered in online forms)				Google Analytics			N/A	IP addresses not personal data			
						Wordpress hosted via UKFastnet					York Mix	One month plus current month	Deleted
						Events bookings					Contact details		
Workforce	Staff		Contact details	Contacting current staff	Legal Obligation	Spreadsheets	Password protected SMT	During employment, removed at month end after leaving	Deleted				
			Bank & salary details	Paying current staff	Legal Obligation	Spreadsheets	Password protected, SMT and HR Admin CYC payroll	During employment, removed at month end after leaving	Deleted				
			Personnel records	Long term record in case of disputes etc.	Legal Obligation	Documentum	Senior Managers and HR Admin	Seven years after leaving	Deleted				

**EXPLORES DATA PROCESSING SUMMARY**

Group	Category	Sub-category	Description of data	Why do we collect	Legitimate Interest	Location of Data	Who can Access	Retention Period	Means of Destruction	Notes
	Volunteers		Contact details	Contact	Contract	Access database	All staff password protected	During volunteering, data removed at leaving	Deleted	
Organisation	Community members		Contact details	Formal record of who owns the organisation	Legal Obligation	Access database	Explore exec assistant, password protected	Current members only, deleted from list when leave.	Deleted	
	Benefactors	Archives Accessioners	Contact details	Audit trail showing ownership of archives	Contract	Physical paperwork in locked cabinet	Explore staff, key in staff only area	Permanent		
						Electronic record on CALM database	Explore staff, password protected	Permanent		
		Gift aiders (donations)	Contact details	To claim gift aid	Legal Obligation	<finance to complete>	<finance to complete>	<finance to complete>		
	Photographed people	Consent forms of subjects under 16 or vulnerable adults	Consent forms of subjects	Safeguarding	Legal Obligation	Hard copy	Staff in branch only, locked drawer	One year, plus one year	Destroyed annually at end March for previous year.	Destroyed annually at end March for previous year.
	Living people who are the subjects of archival records		e.g. Births, deaths, marriages etc.	Held as part of our archival responsibilities	Legal Obligation	Deepstore or the pod	Secure staff only areas	Permanent		If under 100 years old, access is restricted to researchers with historical exemption form
	Mailing list members		Contact details	Marketing	Consent	MailChimp	Explore staff, password protected	Remove after 2 years of unopened emails (after inviting to keep in touch)	Deleted	YortimeNews, Reading, Community members
Advising about new collections, prioritising cataloguing				Consent	Spreadsheet	Explore staff, password protected	Remove contact details once collection is available and contact made			

## **SCHEDULE 2: CHANGE PROTOCOL**

### **Part 1 - Definitions**

<b>Change</b>	any change to the Facilities or Services or any other change proposed to be made to the provisions of this Agreement including a change in the Authority's Policies or a partial termination of the Services in accordance with clause 21.4.
<b>Change Notice</b>	a change notice as set out in Annex 1 of this Schedule 2
<b>Compliant Gateway Co-location</b>	means the movement of a Gateway library to another location, such move meeting the requirements of Table 3 of section 1.4, part 1A of the Specification.
<b>Contractor's Procurement Procedure</b>	the procedures and standing orders to be adopted by the Contractor from time to time relating to the procurement and purchasing of goods, services and works from third party providers a primary objective of which is to achieve value for money through arm's length bona fide procurement practices aligned with Good Industry Practice.
<b>Costs</b>	all costs associated with the Change.
<b>Gateway Library</b>	means the gateway libraries as set out in section 1.4, Part 1A of the Specification.
<b>Implementing Party</b>	means the Party responsible for implementing the Change;
<b>Minor Change</b>	any change suggested by either party which is not a Non-Compliant Gateway Co-Location, a Compliant Co-Location, or a Facilities Change;
<b>Non-compliant Gateway Co-location</b>	means the movement of a Gateway library to another location, such move not meeting all of the requirements of Table 3 of section 1.4, part 1A of the Specification.
<b>Paying Party</b>	means the Receiving Party responsible for paying Costs in relation to the Change where such agreement has been reached by the Parties prior to the implementation of such Change;
<b>Facilities Change</b>	any change to the Facilities which is not a Compliant Gateway Co-Location or a Non-Compliant Gateway Co-location;
<b>Proposing Party</b>	the Party presenting the Change Notice;
<b>Receiving Party</b>	the Party receiving the Change Notice;
<b>Response Period</b>	means the date by which the Receiving Party must issue a response to the Proposing Party in accordance with Paragraph 3.1 of this Schedule 2, such Response Period to vary in relation to each Change as follows:  (a) Minor Change: 30 Business Days from the receipt of the Change Notice;  (b) Facilities Change: 90 Business Days from the receipt of the Change Notice;

(c) Non-compliant Gateway Co-location: 90 Business Days from the receipt of the Change Notice; and

(d) Compliant Gateway Co-location: 90 Business Days from the receipt of the Change Notice.

**Value for Money  
Principles**

means:

(a) in respect of Minor Changes, where reasonably practicable two quotes are obtained in accordance with the Proposer Party's Procurement Procedure for the goods, services and/or works to be provided and evidenced to the other Party (including applicable documentation and a recommendation); and

(b) in respect of all other Changes, three quotes are obtained in accordance with the Proposer Party's Procurement Procedure for the goods, services and/or works to be provided and evidenced to the other Party (including applicable documentation and a recommendation).

## **1. CHANGE NOTICE**

- 1.1 Where a Change is proposed by either party during the Contract Period, the Proposing Party shall submit to the Receiving Party a Change Notice.
- 1.2 The Proposing Party shall calculate the Costs if applicable and be responsible for paying those Costs itself unless agreed otherwise between the Parties, though if reasonably necessary it shall be entitled to ask the Receiving Party to assist in calculating the costs and the Receiving Party shall not unreasonably refuse this request or make any charge for carrying out such assessment.
- 1.3 If the Change Notice relates to any change except for a Minor Change, the following information shall be included in or appended to the Change Notice, and it may be appended if appropriate in relation to a Minor Change:

where the Proposing Party requires assistance from the Receiving Party in calculating the Costs in accordance with Paragraph 1.2 above, details of the requested Change in sufficient detail to enable the receiving Party to calculate those Costs;

- 1.3.1 where the change is a Non-compliant Gateway Co-location Change, details of why the Change is non-compliant and why the Change would be beneficial to the Service;
- 1.3.2 whether either Party is expected to provide associated services. For example, in the case of a change of Facilities whether facilities management services are required to be provided;
- 1.3.3 any additional information that can be provided in relation to the timing of the proposed Change;
- 1.3.4 any budgetary issues that are relevant including:
  - (a) any unknown elements of the Costs; and
  - (b) any information reasonably available to demonstrate compliance with the "Business and Financial Planning" requirement of Table 3 of Part 1A of the Schedule where relevant;
  - (c) the future effect on the Annual Payment (see para 3.5 of Schedule 4)
- 1.3.5 an estimate of the likely effects of the proposed variation on Service provision;
- 1.3.6 any necessary consents, such as planning consents, or other regulatory issues that are required; and
- 1.3.7 details of any further information that is expected to become available in relation to the Change and the timing of when that information is expected.

## **2. CHANGE REFUSAL**

- 2.1 A Receiving Party shall consider any Change Notice:
  - 2.1.1 in good faith;
  - 2.1.2 making every reasonable effort to accommodate the Change in question; and
  - 2.1.3 shall not unreasonably refuse to consent to the Change.
- 2.2 The Authority shall be entitled to refuse a Change Notice where:



- 2.2.1 in the case of a Compliant Co-Location Notice, in its reasonable and sole opinion the change does not comply with the requirements of Table 3 section 1.4, of Part 1A of the Specification;
  - 2.2.2 the Change requires the Services to be performed in a way that infringes any Law or is inconsistent with Good Industry Practice;
  - 2.2.3 the Change would cause the Authority to breach any of its legal obligations, either to other public authorities or to a private sector organisation;
  - 2.2.4 the Change would materially and adversely affect the health and safety of any person;
  - 2.2.5 the Change would, if implemented, materially and adversely change the nature of the Services (including its risk profile); or
  - 2.2.6 the Authority does not have the legal power or capacity to require implementation of the Change.
- 2.3 The Contractor shall be entitled to refuse a Change Notice where:
- 2.3.1 the Change requires the Services to be performed in a way that infringes any Law or is inconsistent with Good Industry Practice;
  - 2.3.2 the Change would cause the Contractor to breach any of its legal obligations, either to other public authorities or to a private sector organisation;
  - 2.3.3 the Change would materially and adversely affect the health and safety of any person;
  - 2.3.4 the Change would, if implemented, materially and adversely change the nature of the Services (including its risk profile);
  - 2.3.5 the Contractor does not have the legal power or capacity to require implementation of the Change.

### **3. RESPONSE TO CHANGE NOTICE**

- 3.1 Within the Response Period, the receiving Party shall confirm in writing to the proposing Party:
- 3.1.1 Its approval or rejection of the Change;
  - 3.1.2 the time period for implementing the Change; and
  - 3.1.3 when it is proposed the Change is to be carried out.
- 3.2 If the Receiving Party rejects the Change Notice, it shall give reasoning behind its rejection to the Proposing Party in writing to enable the Proposing Party to re-submit a Change Notice with any necessary improvements incorporated.
- 3.3 The Proposing Party may object in writing within twenty (20) Business Days of receipt of the Receiving Party's response under Paragraph 3.1 of this Schedule 2 to any part of that response and in such circumstances the Parties shall act reasonably to agree as soon as practicable how the Change could be implemented.
- 3.4 If the response to the Change Notice is positive, that Change Notice response shall become contractually binding on both Parties and shall be incorporated into this Agreement.

#### **4. CHANGE COSTS**

- 4.1 Neither Party shall make a charge to the other Party for internal costs relating to the processing of a Change Notice.
- 4.2 Neither Party shall make a charge to the other Party for processing, implementing or managing a Minor Change.
- 4.3 If any charges are to be made between the Parties in relation to the cost of implementing any Change other than a Minor Change, such costs shall be calculated on the basis that:
- 4.3.1 wherever practicable the Parties shall procure that related Works or Services are carried out by an existing on-site and suitably qualified existing member of staff of the implementing Party. Where the Change is not carried out by an existing on-site and suitably qualified member of staff of the implementing Party, the costs involved shall be calculated utilising rates which are evidenced to the paying Party as fair and reasonable by reference to the Value for Money Principles; and
- 4.3.2 if there is any materials element to the Change, it shall be charged at the cost of materials to the implementing Party or to the contractor carrying out the work (net of all discounts) and there shall be no management fee, margin, overhead, contingency or other cost applied in relation thereto.

#### **5. FURTHER INFORMATION**

- 5.1 For all Changes other than Minor Changes the Proposing Party is required to provide ongoing and up-to-date information as follows, and in cases where it is appropriate it shall also provide the same information in relation to Minor Changes:
- 5.1.1 a detailed implementation timetable amended promptly when new relevant information is obtained by the Proposing Party;
- 5.1.2 ongoing Costs updates;
- 5.1.3 regulatory and planning issues;
- 5.1.4 a risk register;
- 5.1.5 an issues log; and
- 5.1.6 the forecasted impact of change against any KPI measure and progress of actual forecast during and after the change implementation.

#### **6. IMPLEMENTATION**

- 6.1 The Implementing Party shall implement the required Change so as to minimise any inconvenience to the other Party, to minimise any disruption to the Service and within the timescales specified in the confirmation provided pursuant to Paragraph 3.1 of this Schedule (or as agreed by the Parties).
- 6.2 The Proposing Party shall notify the Receiving Party when it believes that the Change has been completed.
- 6.3 Where the Contractor is the Proposing Party and it has either:
- 6.3.1 failed to provide a response pursuant to Paragraph 3.1 of this Schedule within thirty (30) Business Days of the date of the Change Notice; or
- 6.3.2 has provided a response pursuant to Paragraph 3.1 of this Schedule but has failed to fully implement the Change within ten (10) Business Days of the date that has been determined

or agreed in accordance with Paragraph 6.1 of this Schedule as being the date on which the Change should have been implemented,

then the Authority may notify the Contractor that the Change Notice is withdrawn and, following such notification, may procure the implementation of the Minor Change without further recourse to the Contractor.

**7. PAYMENT**

7.1 Where the Change has been implemented to the satisfaction of the Paying Party, acting reasonably the Paying Party shall make the agreed payment, based on the Costs set out in Paragraph 2.1.1 of this Schedule 2 to the other Party within twenty (20) Business Days of an invoice being presented to the Paying Party in respect of the costs of the Change following completion or implementation of the relevant Change; and

7.2 All amounts payable for Changes shall be invoiced and paid in accordance with the procedure described in Clause 16 (Payment) of this Agreement.

**8. DISPUTES**

Any dispute may be referred by either Party to the Dispute Resolution Procedure, but the Contractor shall, nevertheless, be required to carry out or implement any Minor Changes within the prescribed timescales notwithstanding the dispute, where such dispute concerns the cost of the Minor Change.

**Annex 1 of Schedule 2**

**Change Notice**

<b>Change Request</b>	<b>Dated .....</b>
Change description:	
Library that the Facilities change relates to if applicable:	
Proposed new location of library if applicable:	
Change no:	
Brief description of reasoning for the Change:	
One –off costs for the Change and breakdown:	
Date for completion/implementation:	
Future financial revenue implications of the change broken down into appropriate categories e.g:	
1.1.1 cost of lease	
1.1.2 cost of labour rates	
1.1.3 lifecycle cost (if appropriate)	
1.1.4 additional FM cost (if appropriate)	
1.1.5 equipment costs (if appropriate)	
<b>Total cost/savings to the Authority in relation to the future Annual Payment (cross refer to clause 3.5 in schedule 4)</b>	



# **Schedule 3 ~ Authority Requirements**

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# Part 1 – Services Specification



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## **Introduction**

The Authority has a duty under s7(1) Public Libraries and Museums Act 1964, to provide a comprehensive and efficient library service. Whilst there is no definition of what “comprehensive and efficient” means, The Department for Culture and Local Government (DCLG) guidance makes clear that:

- Authorities must think long-term as they plan and change their library service;
- Decisions must be made based on a Comprehensive Assessment Of Need;
- Actively managed in consultation with the community and library professionals.

In addition to the above statutory duties, other statutory requirements also apply such as the Equality Act 2010.

The Authority published a Comprehensive Assessment Of Need for its library service in June 2018, following a public consultation exercise between November 2017 and February 2018. The published Comprehensive Assessment Of Need includes details of the consultation exercise in detail.

## **Services Specification Framework**

This Services Specification sets out the Performance Standards that are required in the delivery of the Services during the Contract Period. It details the requirements for the on-going operation of the Facilities and any other amenities as specified within this Schedule, throughout the Contract Period.

The Contractor shall comply with:

- Legislation;
- the methodologies identified in this Schedule; and
- all relevant Guidance (including, but not limited to, relevant bodies such as Chartered Institute of Library and Information Professionals (“CILIP”) and any respective replacement bodies).

The Contractor will work to and maintain values based on the ethical principles of librarianship produced by the CILIP:

- Considering the public good, including respect for diversity, equal opportunities and human rights;
- Equitable treatment of all information Users;
- Impartiality and avoidance of inappropriate bias in acquiring and evaluating information and in mediating it to other information Users;
- Promoting straightforward, impartial and objective access to information;
- Providing the best possible customer service within available resources;
- Respecting users’ confidentiality and privacy;
- Providing users with inclusive, safe and welcoming places, online and offline;
- Working with other individuals, groups and organisations to achieve better outcomes for users;
- Maintaining and improving personal professional knowledge, skills and competences;
- Conserving, preserving and sharing information in all formats, respecting its integrity and the intellectual efforts of its creators.

The structure of this Services Specification directly relates to how the Performance Standards will be assessed for the purpose of the Payment and Performance Monitoring System. The Services Specification uses the following structure to provide



the Contractor with the requirements and Performance Standards of the Authority. Any defined term in this Schedule shall have the same meaning given to such term in the main body of this Agreement unless expressly defined here:

<b>Required Outcome</b>	A high level view of the outcomes to be achieved by the Contractor and the context of the requirements of the Authority.
<b>General Guidance</b>	A list of items of Guidance that relate to the outcomes to be achieved and which are covered by regulations, Legislation, British Standards etc. This must be followed if the Services Specification is to be deemed to be achieved. Where none is listed, The Contractor shall comply with: <ul style="list-style-type: none"><li>• all applicable Legislation and Guidance;</li><li>• the methodologies identified in this Schedule.</li></ul>
<b>Performance Standards</b>	These are standards, in addition to the General Guidance, that set out the level of performance that determines whether the Contractor is meeting the performance required.
<b>Measurement</b>	This provides the Contractor with details of how the Performance Standards will be measured. Unless specifically stated, the form of measurement will be that set out in section 1.1.
<b>Reporting Requirements</b>	This details the reporting requirements of the Contractor in relation to the specified Performance Standard. Unless specified, the form of reporting set out in section 1.2 will apply.
<b>Remedy</b>	Unless specifically stated in respect of any individual section the remedy will be that set out as in section 1.3.

## **1.1 Measurement**

The monitoring of the Contractor's achievement of the Performance Standards will be as follows across all Services:

**During the Contract Period:** The Contractor's performance will be measured in accordance with clause 16 and Schedule 4 (Payment and performance Monitoring System) of this Agreement. Monitoring of the Services and categorisation and reporting of events should be carried out in accordance with the Payment and Performance Monitoring System.

## **1.2 Reporting**

The reporting of the Contractor's performance will be as follows:

**During the Contract Period:** The Contractor is obliged to report on its own performance in accordance with Schedule 4 (Payment and Performance Monitoring System), and clause 16 (Payment) of this Agreement and the reporting obligations within the Payment and Performance Monitoring System in order to meet the Performance Standards set out in this Schedule.

## **1.3 Remedy**

During the Contract Period, save where a remedy is provided in respect of the same under the main Agreement body, the sole remedy of the Authority in respect of a failure to:

- (a) provide the Services of Part 1A of the Services Specification (as defined below), in accordance with this Agreement, shall be the operation of the Payment and Performance Monitoring System (and for the avoidance of doubt the Authority shall be entitled to levy Performance Deduction Points and Performance Deductions in respect of failures to achieve Availability Performance Standards, Monthly Performance Standards and Annual Performance Requirements (respectively) to the extent permitted by the Payment and Performance Monitoring System).

## Part 1A – General

### 1.4 Spaces and Places

#### ***Required Outcome***

The Authority has set out a vision for how its future Facilities should evolve over time to ensure they meet the needs of York residents, visitors and students and it will be for the Contractor to implement this vision. In so doing, the Contractor must retain the same number of staffed Library Facilities throughout the Contract Period as at the The Commencement Date.

Set out below is the current Facilities arrangements, the future vision and a transition plan with some key milestones for the Contractor to adhere to.

#### ***Performance Standards***

From the date of and in accordance with this Agreement, the Contractor shall be responsible for all Facilities set out in Table 1 below. The Contractor shall ensure each Facility is:

- Providing full public access
- Open to the public in line with Annex 1 – Minimum Open Hours. The Contractor shall ensure Facilities are open at times that reflect the needs of each specific Library, including late night and weekend opening where required;
- Outward looking, drawing Users in to foster a sense of place within the community;
- Providing Users with inclusive, safe and welcoming places
- Clearly signed, encouraging Users to come in;
- Maximising use of the building asset through partnership working, innovative programming and community involvement;
- Offering modern learning spaces that has the latest digital technologies, flexible spaces for formal and informal learning, study space and creative spaces, a range of learning programmes and digital inclusion programmes to get people online for free;
- Providing space free of charge for partner agencies including the Authority to provide wellbeing services, activities, initiatives, information and advice.

**Table 1 – Facilities by Library type:**

<b>Library Type</b>	<b>Library location</b>
City Centre Flagship Library	York City Centre
Library Learning Centres	Acomb
	Burnholme
	Clifton
Library Gateways (including reading cafes)	Bishopthorpe
	Community Stadium
	Copmanthorpe
	Dringhouses
	Dunnington

	Fulford
	Haxby (Mobile service at present)
	Huntington
	New Earswick
	Poppleton
	Strensall
	Rowntree Park Reading Cafe
Mobile Service	Mobile Library Bus
Virtual Libraries	Online platform, accessible 24 hours a day

**For each Library a pen portrait has been written for further information. These can be found at Volume I.**

### **Vision for Library Facilities**

The Contractor shall provide a range of Library Facilities to meet the needs of different Users. Some Facilities will be larger, offering all services, and some smaller, designed to meet more local needs. Reading cafés should be incorporated into all Libraries wherever possible.

### **City Centre Flagship Library**

This should remain the flagship Library where all services are available including the Archive & Local History Centre.

### **Library Learning Centres**

Experience shows that the bigger Libraries are popular (the biggest 4 currently account for 64% of library visits). Users will travel further to use them because they have more stock, are open longer and offer more services. We wish to build on this by creating three Explore Library Learning Centres across the city providing:

- A broad range of library and information facilities
- Space for Adult Learning courses
- Café
- Space for multiple community use / hires
- Access to archive and local history resources

The Library Learning Centres should be located in the areas of greater need: at the Burnholme Centre, Acomb Explore (which has been so successful that it would now benefit from enlargement) and in the Clifton area (potentially a replacement for / upgrade of the current Clifton library).

### **Library Gateways**

Offered in a variety of venues, preferably with café facilities, these Libraries should be co-located with other community activities, with local communities invited to be involved in their operation. They will remain a key part of the core service and the Contractor will continue to ensure that they are staffed and stocked with books, materials and information.

### **Reading Cafés**

These are a different type of library service encouraging the joy of reading especially for those who may feel uncomfortable in a more traditional library.

### **Mobile Service**

A single mobile vehicle offering a time-tabled programme of stops in the more isolated areas not served by a physical library.

**Virtual Libraries**

A 24/7 online service including e-books and e-magazines, other online resources and virtual spaces for Users to share ideas e.g. online reading groups.

**Transition Plan**

In line with the vision above the Authority seeks to work with the Contractor to deliver changes to improve places and spaces where Library services are delivered from. Some changes will be Authority led and others will be the responsibility of the Contractor.

**Authority Led Changes**

The vision sets out the aspiration to improve/upgrade two Library Learning Centres (Acomb and Clifton) which will require the Authority to take the lead on identifying funding and the right space, working closely with the Contractor. Any changes to the Library Learning Centres will follow the Contract Change Procedure.

**Contractor Led Changes**

The Contractor must lead the changes to the Library Gateways. The Authority wants the Contractor to have led a programme of transition to ensure that by Year 8 of the Agreement all Libraries listed under table 2 below, have been co-located with community activities or relocated to other community facilities in accordance with the vision set out above.

**Table 2 – Facilities in scope:**

<b>Library Type</b>	<b>Library location</b>
Library Gateways	Bishopthorpe
	Community Stadium (opening Oct/Nov 2019)
	Copmanthorpe
	Dringhouses
	Dunnington
	Fulford (PFI school)
	Haxby
	Huntington
	New Earswick
	Poppleton
	Strensall
	Rowntree Park Reading Cafe

The Authority requires the Contractor to collaborate with local community stakeholders to come up with solutions for Co-Location without the need to seek permission from the Authority. In order for this to work the Authority has set out a minimum requirements checklist at table 3 below.

Table 3 below sets out those minimum requirements for any location change to the Libraries listed in Table 2 above. For the avoidance of doubt, if the Contractor is

unable to meet the minimum requirements in Table 3 then the Authority will have the right to make the final decision in relation to the proposed change.

**Table 3 – Minimum Requirements:**

<b>Minimum requirements to demonstrate meeting the vision</b>	<b>Evidence/Reason</b>
6 months notice to move any Library Gateway from its current location	Terms of the lease requires 6 months' notice from the Contractor
New lease/hire arrangements in place for the duration of the contract period	Agreement in principle of Co-Location, evidenced for example through a Memorandum of Understanding signed by both parties
Service provision better meets evidenced need	Evidence through consultation with local catchment and demonstrated understanding of need at a city level, together with community impact assessment
Improved access to services	Demonstrate how the Co-Location will maximise the availability of services and resources to residents, including when the library might not be staffed
Increasing visitor numbers	Demonstrated potential to increase library visitor numbers by detailing the intended benefits of Co-Location
Promotes the objectives of the Authority's Community Asset Strategy	Evidence of maximising positive outcomes for communities
Location based on greatest city-wide need including taking account of York's local plan	Evidence through consultation with local catchment and demonstrated understanding of need at a city level, together with community impact assessment
Business and financial planning	Demonstrate better value for money, by reducing net revenue costs and / or increasing income generation through Co-Location.
Added value from partnership and Co-Location	Demonstrate social value benefits

The Contractor must provide a Change Notice to the Authority 6 months in advance of any proposed co-location change which can clearly demonstrate the minimum requirements have been met in Table 3 above. The Authority will acknowledge the Change Notice only and support the Contractor with the relevant communications.

If the Change Notice does not meet the minimum requirements in Table 3, the Authority may still authorise the Co-Location at its own discretion.

### **Reporting Requirements**

The Contractor must set out in the Annual Service Delivery Plan (as detailed at section 1.24) a forward looking programme and table in relation to reviewing Facilities so the Authority has foresight of any potential changes.

The Contractor must provide any Change Notice's to the Authority in relation to co-locating Library Gateway's as a minimum 6 months prior to any proposed Co-Location.

## **1.5 Reading**

### ***Required Outcome***

The Contractor will recognise and champion the importance of reading and literacy in terms of wellbeing, personal development and life opportunities for all ages. The Contractor will engage, support and deliver on the reading and literacy objectives for the Authority.

### ***Performance Standards***

- Provide free access to book stock to browse and borrow in a variety of formats for all ages and to meet the expressed needs and interests of Users;
- Operate a Stock Policy that reflects the community's requirements, promotes the stock, and provides the widest range of material within the resources available;
- Make available an interactive catalogue;
- Provide access to the national book collection through inter library loan;
- Promote the joy of reading through a range of lively activities, shared reading programmes, promotions and events;
- Provide events that support and develop a community of readers and connect readers to other readers;
- Promote reading for children and young people, working with schools and early years settings;
- Support literacy development at all ages;
- Operate a Home Library Service to bring materials to individuals unable to access the library buildings.

### ***Reporting Requirements***

The Contractor must set out in the Annual Service Delivery Plan (SMART) targets which are to be submitted to the Authority for approval 1 Month prior to the Commencement Date of the Agreement and on an annual basis 1 Month prior to the commencement of each Contract Year.

The Contractor must report back against the Annual Service Delivery Plan on a quarterly basis to the Authority Contracts Manager in the Performance Monitoring Report.

At the end of each Contract Year, the Contractor will provide a final report setting out what Annual Service Delivery Plan (SMART) targets have and have not been reached.

In addition to the Annual Service Delivery Plan the following book Stock Policy and information is required each Contract Year from the Contractor:

- Book turnover figure (to be no lower than 5.0 times a year);
- Total number of book stock;

- Total number of book stock retired;
- Total number of new books purchased;
- Actual budget spent on new resources versus the budget in the revenue model;
- Book Stock Policy to be updated annually.

## **1.6 Information**

### ***Required Outcome***

The contractor will provide access to trusted sources of information. Supporting people to access information and services online in life-critical areas and to use vital government information services.

### ***Performance Standards***

The Contractor will engage, support and deliver on the Information objectives for the Authority and partners as set out below:

- Make available information from all sources, which has been researched by information professionals, giving a high level of quality assurance to the User;
- Provide expert Staff, trained in reference work;
- Provide impartial reference and information allowing people to make informed decisions;
- Ensure that Staff and Volunteers continually develop their skills to provide the help people need to access information and services online;
- Support access to national resource platforms e.g. Information4living;
- Provide community information at each Library;
- Provide access to local and family history resources;
- Information on jobs and careers as well as job search workshops in partnership with York Learning Services;
- Work with the Authority's benefits team to deliver information on the range of and changes to benefits;
- Provide expert help accessing rights, democracy and citizenship information;
- Provide expert help accessing Gov.uk, york.gov.uk and other national and local government websites;
- Promote 'Live Well York' as the 'go to' website for the Authority for building health and wellbeing contributing to the comprehensive on-line community directory.

### ***Reporting Requirements***

The Contractor must set out in the Annual Service Delivery Plan (SMART) targets which are to be submitted to the Authority for approval 1 Month prior to the Commencement Date of the Agreement and on an annual basis 1 Month prior to the commencement of each Contract Year.

The Contractor must report back against the Annual Service Delivery Plan on a quarterly basis to the Authority Contracts Manager in the Quarterly Performance Monitoring Report.



At the end of each Contract Year, the Contractor will provide a final report setting out what Annual Service Delivery Plan (SMART) targets have and have not been reached.

## **1.7 Digital**

### ***Required Outcome***

York is the UK's first Gigabit City, with outstanding 'world-class' connectivity that is helping to create jobs, attract investment and improve the lives of people who live, work in and visit the city. The Contractor will provide innovative digital services to engage with Users and communities, ensuring access especially to those areas in our city which have a potential for a 'digital divide'. Provide programmes that identify users' digital skills and provide practical assistance to raise skill levels and to access particular digital systems and applications from which they might otherwise be excluded. Digital library services will also help to address; financial resilience, jobs and skills, business and enterprise, community capacity building.

### ***Performance Standards***

The Contractor will engage, support and deliver on the digital objectives below:

- Free access to the Internet for everyone in Facilities;
- Free WiFi in every Library;
- Clear and accessible online information about services at each Library;
- A range of online reference sources;
- A good range of e-books ;
- Free help to get online and support once you are online;
- Targeted work to identify Users' digital skills and provide practical assistance to raise skill levels and to access particular digital systems and applications from which they might otherwise be excluded;
- Surgeries to try out new technology such as tablets, e-readers etc;
- Mediated help online;
- Staff trained to help customers access digital information;
- Ability for Users to join online;
- Ability to be contacted online/via email for answers to User enquiries;
- 24/7 access to services through a virtual library presence;
- Ability for Users to reserve & renew items remotely via an online catalogue;

### ***Reporting Requirements***

The Contractor must set out in the Annual Service Delivery Plan (SMART) targets which are to be submitted to the Authority for approval 1 Month prior to the Commencement Date of the Agreement and on an annual basis 1 Month prior to the commencement of each Contract Year.

The Contractor must report back against the Annual Service Delivery Plan on a quarterly basis to the Authority Contracts Manager in the Quarterly Performance Monitoring Report.

At the end of each Contract Year, the Contractor will provide a final report setting out what Annual Service Delivery Plan (SMART) targets have and have not been reached.

## **1.8 Health and Social Care**

### ***Required Outcome***

The Contractor will engage, support and deliver on the health and social care objectives for the Authority and partners to provide a range of services to support improved health and wellbeing for individuals and communities.

### ***Performance Standards***

The Contractor will engage, support and deliver on the health and social care objectives below. Planning and agreement of this will be through the Annual Service Delivery Plan:

- A network of local hubs offering non-clinical community space where people can access free, impartial information and advice;
- Provide space free of charge for service providers including the Authority to provide wellbeing services, activities, initiatives, information and advice;
- Community outreach supporting vulnerable people such as the Home Library Service, and books on prescription;
- Assisted on-line access to a range of websites by Staff who are expert in mediated searches and able to locate information and online resources appropriate for the customer need and to facilitate and enable digital literacy;
- Self-help, independent library resources including impartial health information to support people in making independent life decisions;
- Health and care information services through partnership with agencies such as Age UK, Macmillan to signpost customers;
- Help to ensure that York has a mental health friendly environment as well as a dementia-friendly environment;
- Help to reduce inequalities in outcomes for particular groups, including those living in the poorer wards and vulnerable groups, offering a range of support to help residents make good choices about their own health and wellbeing, promoting the benefits of healthy lifestyles, helping people to access the services to help them to help themselves;
- Help to celebrate the role that older people play in making York a special place, helping people to remain independent for longer, supporting the vital contribution of York's carers, and getting involved in social prescribing;
- Public health promotion activity working with the public health team;
- Social and recreational reading opportunities like reading groups;
- Volunteering and community engagement activities.

### ***Reporting Requirements***

The Contractor must set out in the Annual Service Delivery Plan (SMART) targets which are to be submitted to the Authority for approval 1 Month prior to the

Commencement Date of the Agreement and on an annual basis 1 Month prior to the commencement of each Contract Year.

The Contractor must report back against the Annual Service Delivery Plan on a quarterly basis to the Authority Contracts Manager in the Quarterly Performance Monitoring Report.

At the end of each Contract Year, the Contractor will provide a final report setting out what Annual Service Delivery Plan (SMART) targets have and have not been reached.

## **1.9 Learning and Skills**

### ***Required Outcome***

Libraries in York have long supported the aspiration through a partnership with the Authority's learning services to deliver learning through Library Learning Centres and other community facilities. The partnership aims to:

- Build a culture of informal learning across the City;
- Support people to drive their own learning both individually and through self-organised groups;
- Broaden choice, clarify opportunities and facilitate progression through better information provision;
- Deliver and support e-learning by offering state of the art technology and training.

Libraries remain central to delivery of the community learning offer, therefore the Contractor will, through partnership working, help to facilitate and promote:

- A broad informal learning offer with clear progression routes - enabling learners to make progress from informal learning for example, a reading group to more structured learning for example in an accredited ICT course;
- Multiple entry routes to learning - enabling learners to access learning in many different ways and easily progress to other learning, e.g. from a reading group to a language class, from a basic computer taster course to a more complex accredited programme;
- A community based learning network - the continued development of flexible ICT centres is essential to ensure that learners have access to ICT and skills for life programmes;

### ***Performance Standards***

The Contractor will provide:

- Resources to support learning - Universities and colleges all have their own library.
- The Facilities and services for the use of York Learning as defined in Annex 3
- Free resources for study and learning, including online resources and courses, text books and reference books;
- Study/learning spaces for children, young people and adults within the library service;

- Support to digital participation - ensuring that everyone has access to a computer and can easily learn how to get onto the internet, tackling the digital divide;
- Information about a range of free and low cost learning opportunities local to you, such as courses and study groups;
- Opportunities for people to explore and be creative, including workshops, regular groups and/or special events for children, young people and families;
- Places where communities and individuals can develop and share ideas and learn together.

Libraries are particularly important in supporting the learning needs of children and young people as well as supporting schools and the curriculum. Key areas are:

- Encouraging and supporting school visits
- Supporting children's homework through providing internet access, information and printing
- Following the demise of school library services, providing a service to schools in bulk purchasing of guided reading books
- Bookstart schemes delivering free books to babies and toddlers
- Activities for children and families including story times and children's reading clubs

### ***Reporting Requirements***

The Contractor must set out in the Annual Service Delivery Plan (SMART) targets which are to be submitted to the Authority for approval 1 Month prior to the Commencement Date of the Agreement and on an annual basis 1 Month prior to the commencement of each Contract Year.

The Contractor must report back against the Annual Service Delivery Plan on a quarterly basis to the Authority Contracts Manager in the Quarterly Performance Monitoring Report.

At the end of each Contract Year, the Contractor will provide a final report setting out what Annual Service Delivery Plan (SMART) targets have and have not been reached.

## **1.10 Culture**

### ***Required Outcome***

The Authority sees culture as playing a key role in the city's economy and place-making. The Contractor will contribute to the Authority's culture strategy by helping engage residents, to tell York's story as a culture city and to facilitate collaboration. The outcomes that the Contractor can contribute to are that:

- The people of York are active participants in cultural activity;
- The people of York are strong advocates for culture in the city;
- York residents are supported in their right to create culture and have public opportunities to curate culture;
- York takes a collaborative approach to audience development and engagement.

### ***Performance Standards***

The contractor will engage, support and deliver on the Culture objectives for the Authority and partners below:

- Offer a high quality and diverse cultural experience across libraries through an accessible programme of cultural activities and events based on a wider range of cultural experiences;
- Collaborate with arts and culture organisations to reach local communities and groups of people who do not usually participate in the arts;
- Ensure that children, young people and their families are able to take part in a wide range of cultural experiences;
- Partner with the professional and emerging arts sector to co-create cultural programmes and projects and empower artists, friends' groups and other organisations to lead on cultural events and activities;
- Create cultural volunteering opportunities;
- Commission experimenting, proto-typing, piloting and 'trying things out'.

### ***Reporting Requirements***

The Contractor must set out in the Annual Service Delivery Plan (SMART) targets which are to be submitted to the Authority for approval 1 Month prior to the Commencement Date of the Agreement and on an annual basis 1 Month prior to the commencement of each Contract Year.

The Contractor must report back against the Annual Service Delivery Plan on a quarterly basis to the Authority Contracts Manager in the Quarterly Performance Monitoring Report.

At the end of each Contract Year, the Contractor will provide a final report setting out what Annual Service Delivery Plan (SMART) targets have and have not been reached.

## **1.11 Archive and Local History Provision**

### ***Required Outcome***

The Contractor will deliver the Authority's vision for the city's archives and local history provision that "Telling the story of the people of York, our archives will be for the all the people of York, enriching lives in all sorts of ways."

### ***Performance Standards***

The Contractor will:

- Accept the Collections on loan for the Term for the purposes of the management of the Collections and Library and Archive activity;
- Manage the Collections to best practice standards for storage and care of archives as per British Standard PD5454:2012, the standard for Archives Accreditation and The National Archives' standard for record repositories and in accordance with the terms of the Archives and Local History Collections Policy;
- Adopt the Authority's Archives and Local History Collections Policy and update it for approval by the Authority within 1 Year of the Commencement Date of this Agreement, and every 3 Years thereafter for the duration of the Contract Period;

- Retain sufficient qualified staff commensurate with retaining Archives Accreditation including a dedicated Civic Archivist;
- Catalogue and document the Collections to international standards, undertaking initiatives to address the backlog in items requiring cataloguing;
- Select and acquire new archives in line with the approved Archives and Local History Collections Policy and in accordance with best practice guidance on the management of Deposited Public Records as issued from time to time by the National Archives;
- Maintain free hands-on public access to the Collections at York Explore Library and Archive, Museum Street, York, YO1 7DS;
- Support Authority officers and Public Records creators to maximise the use of their records to support efficiency and workflows;
- Promote the Collections in order to maximise public use;
- Develop and maintain partnerships with local community groups to increase the use of the Collections throughout the city;
- Work with education providers to increase formal learning opportunities using the Collections;
- Provide and promote volunteer opportunities that preserve and share the Collections;
- Create opportunities for diverse communities to engage informally with the Collections in ways that are meaningful to them, including online;
- Raise funds through income generation and through pursuing external funding applications in order to support the conservation of the Collections, to promote access to, the use of, and active participation in the development of the Collections;
- Fulfil any commitment or conditions made to an external funding body or project partner contracted by the previous provider or their predecessors;
- Maintain the archives service as a National Archives Approved repository for legally-protected Public Records and Manorial Documents;
- Increase the proportion of the Collections which are available online;
- Obtain Accredited Archives Service status within two years and maintain it;
- Fulfil the Authorities duties within the relevant legislative framework, including -
  - Law of Property Act, 1924
  - Tithe Act, 1936
  - Public Records Acts, 1958 and 1967
  - Local Government (Records) Act, 1962
  - Local Government Act, 1972
  - Local Government (Access to Information) Act, 1985
  - Data Protection Act, 2018
  - Freedom of Information Act, 2000
  - Re-use of Public Sector Information Regulations 2005
  - Any subsequent relevant legislation or regulations;
- Ensure qualified specialist Staff are employed at levels adequate to fulfil the requirements of this Agreement;
- Provide free of charge professional advice to the Authority on the most efficient and effective discharge of the Authorities obligations towards its Collections under s224 of the Local Government Act 1972;

- Conserve the Collections at its own expense and take such suitable advice and steps as seem fit and appropriate to protect and care for them in order to meet the requirements of the National Archives Accreditation Scheme (and if there is any dispute or disagreement between the parties about whether the requirements under the clause are met, the parties shall seek the opinion of an authorised representative of the National Archives Accreditation Scheme and follow the Dispute Resolution Procedure;
- The Contractor agrees that the Authority is and remains the legal custodian of the Collections under all terms and conditions by which the Authority originally came into possession or custody of the Collections and the Contractor has no proprietary right or interest in the Collections and will not by virtue of this Agreement acquire any such right or interest other than in accordance with the terms of this Agreement;
- Agree that the Collections shall be permanently kept at the existing premises during the term unless otherwise agreed between the parties during the term;
- Identify the Authority as the owner or custodian of the Collections by labelling it in any collections management documentation relating to the Collections or by such other means (as far as it is possible to do so);
- Acknowledge that certain items in the Collections are on loan to the Authority (“the Loaned Collections”) by third parties and the Authority does not assert any rights of ownership or otherwise in respect of the loaned collections. The Contractor shall take custody of the Loaned Collections on the terms of this Agreement subject always to the rights and titles of any person claiming legitimate ownership of any item within them to remove it or otherwise deal with it as owner. The Contractor shall comply with the request of any third party who can demonstrate title to any item within the Loaned Collections to deliver up custody of it to them as soon as is reasonably practicable;
- The Authority hereby grants to the Contractor an exclusive world-wide, royalty-free, all media licence to use all Intellectual Property Rights currently owned or otherwise exploited or used by the Authority in the Collections and the Loaned Collections for the purpose of providing the Service; marketing and promoting the collections and including for the purposes of income generation;
- The Contractor shall be permitted to remove the Collections from the Premises at a location other than the Premises for a purpose in furtherance of the Library and Archive activity. Such removals shall be at the Contractors own expense.
- Allow the Authority the right to remove the Collections if the Collections are at any time at immediate risk of damage, loss or destruction for whatever reason, the Authority acting in good faith may remove the Collections to a place of safety without giving notice to the Contractor. Except where this Agreement has been terminated the Collections shall be returned to the Contractor when in the reasonable opinion of the Authority acting in good faith they are no longer at risk;
- Allow the addition of new items to the Collections during the term of the contract by way of deposit, loan, gift, purchase or bequest to be transferred to the ownership or custodianship of the Authority. The Authority shall pay the cost of appropriate archives standard preservation storage materials, New Intake Costs, transport costs and ongoing storage costs of new Civic Archives added to the Collections during the Contract Period; for non civic archives the Contractor will pay all costs;
- The Authority shall pay all storage costs for new civic archives added to the Collections during the Term where transfer to the civic archive is necessary for the Authority to meet the requirements of s224 of the Local Government Act 1972 and where: (a) for reasons of security, compliance with the Data Protection Act,

the safeguarding of children or other vulnerable persons, or commercial confidentiality the Authority requires the new acquisitions to be retained in the physical custody of the Authority and not transferred to the Premises; or (b) for any reason the Authority requires the Contractor to obtain the explicit permission of the Authority officer before giving public access to the new acquisitions.

- For the purposes of the Data Protection Act the Authority shall remain the Data Controller in respect of the Civic Archives and the Contractor shall be the Data Processor and shall comply with such data processing requirements as are agreed between the Authority and the Contractor in writing from time to time. The Contractor will administer free of charge on behalf of the Authority the research exemption for public access to any of the Collections where such access is permitted under the Data Protection Act. The Contractor shall create and maintain records of any research exemptions granted of sufficient quality to satisfy the requirements of the Information Commissioner;
- Insurance of the Collections is to be considered by the Contractor on the understanding that if such insurance is deemed by the Contractor to be uneconomical, then a plan for protecting and conserving the Collections must be developed;
- Support local democracy and accountability by accepting and preserving the key original and digital records of York's local government which are identified by the Authority through best practice professional records management;
- Maintain an advisory group of representatives from the city's key stakeholder groups and the Council, with terms of reference to be agreed with the Council, and which will meet regularly to advise the service provider on the operation and future development of the Archives service and the Collections.

### ***Reporting Requirements***

The Contractor must set out in the Annual Service Delivery Plan (SMART) targets which are to be submitted to the Authority for approval 1 Month prior to the Commencement Date of the Agreement and on an annual basis 1 Month prior to the commencement of each Contract Year.

The Contractor must report back against the Annual Service Delivery Plan on a quarterly basis to the Authority Contracts Manager in the Quarterly Performance Monitoring Report.

At the end of each Contract Year, the Contractor will provide a final report setting out what Annual Service Delivery Plan (SMART) targets have and have not been reached.

In relation to the Authority's Archives and Local History Collections Policy, the Contractor is required to update it for approval by the Authority within 1 Year of the Commencement Date of this Agreement, and every 3 Years thereafter for the duration of the Contract Period;

In relation to the Contractor maintaining Accredited Archives Service status, it is recognised by the Authority that it has a role to play in meeting the requirements of accreditation which is now in part dependent on the implementation of born digital record management procedures by the Authority. Therefore, any failures to achieve Accredited Archives Service Status related to the Authority will not be deemed at a Contractors failure under the Performance Monitoring System.



## **1.12 Promoting Inclusion**

### ***Required Outcome***

The Authority's ambition is for a 'Prosperous City for All' where local businesses can thrive, residents have the opportunity to get good quality and well paid jobs and everyone in York is supported to achieve their full potential, making sure no one is left behind.

### ***Performance Standards***

The Contractor will:

- Encourage networks and promote awareness of services and opportunities;
- Share practical examples of good practice and support within communities;
- Support and promote initiatives which encourage financial resilience through effective budgeting practices and income maximisation;
- Collate and promote the jobs and skills offer in each local community;
- Connect professionals to networks and resources;
- Support key individuals within the local community who can influence and support community development;
- Seek out volunteers to support particular projects and offer opportunities to gain valuable experience;
- Refer individuals to appropriate programmes to support their development;
- Support and promote local events such as jobs fairs;
- Offer information and signposting to those with aspirations around starting their own business;
- Support local volunteering, encouraging good practice in identifying roles, recruiting, developing and retaining volunteers;

### ***Reporting Requirements***

The Contractor must set out in the Annual Service Delivery Plan (SMART) targets which are to be submitted to the Authority for approval 1 Month prior to the Commencement Date of the Agreement and on an annual basis 1 Month prior to the commencement of each Contract Year.

The Contractor must report back against the Annual Service Delivery Plan on a quarterly basis to the Authority Contracts Manager in the Quarterly Performance Monitoring Report.

At the end of each Contract Year, the Contractor will provide a final report setting out what Annual Service Delivery Plan (SMART) targets have and have not been reached.

## **1.13 Pricing and York Card**

### ***Required Outcome***

The Public Libraries and Museums Act of 1964 established the fundamental principle of a free library service and prohibits library authorities from charging for lending books or for use of the reference and information service. Charges are allowed for notifying Users that reservations were ready for collection, loss and damage to library material and for the late return of borrowed items.

The Library Charges (England & Wales) Regulations 1991 and the Local Government (Miscellaneous Provisions) Act 1976 permitted charging for the loan of material in alternative formats such as videos, DVDs and CDs, photocopying and on-line research services.

### ***Performance Standards***

The Contractor will provide a free library service to all Users to comply with the Public Libraries and Museums Act of 1964 .

The Contractor will also provide the following services to the public free of charge.

- Use of public PCs or equivalent to include internet access for up to 2 hours;
- Wi-Fi access in all Facilities;
- Maintain free hands-on public access to the Collections at York Explore Library and Archive, Museum Street, York, YO1 7DS;
- Archives remote service – up to 30 minutes free.

The Contractor is free to set their own prices for the Services, unless specified in Annex 4 or in this section, however the Authority seeks to ensure that:

- Prices are affordable to people on low incomes;
- Encourage increasing use of the library services;
- Generate income towards the costs of sustaining the library services.

### **Overdue Item Charge**

The Contractor can charge for overdue items at the current cost of 25p per day for adults however, there must be no charges for children under 12.

The Contractor shall provide its pricing policies to the Authority for approval on an annual basis no later than three months prior to the commencement of the Contract Year.

### **Protected Authority Pricing**

The Contractor must honour the Authority pricing set out at Annex 4 in relation to a number of subleases, licences and service level agreement that are already in place with partners who share use of Facilities.

On the expiry of the current subleases, licences and service level agreements, the Contractor can negotiate with the partners to put new arrangements in place.

The Contractor must ensure that all key current fees and charges are displayed prominently in the reception area of each Facilities, on the Facilities website and as appropriate in specific areas, and agreed annually thereafter.

The Contractor must provide 3 Days per Contract Year use of the City Centre Library for the Authority at nil hire cost (separate catering charges will apply if used).

### ***Remedy***

Any failure by the Contractor to meet the Performance Standards in section 1.13 will be dealt with as a Persistent Breach of this Agreement.

### ***Reporting Requirements***

An annual pricing schedule shall be submitted to the Authority for approval three Months prior to the Commencement Date and on an annual basis three Months prior to the commencement of each Contract Year. As part of this the Contractor must provide evidence and sound business reasons to support their pricing proposals, including market research and benchmark comparisons.

The Contractor must submit details of any failure to achieve the required Performance Standards as set in this section 1.13, as part of the Quarterly Performance Monitoring Report.

## **Part 1B – Availability Requirements**

### **1.14 Opening Hours**

#### ***Required Outcome***

The Facilities will provide full access to users during the Minimum Opening Hours.

#### ***Performance Standards***

The Contractor shall ensure that the Facilities are open and available for public use during the Minimum Opening Hours set out in Annex 1, except where planned closures are agreed at least 28 days in advance with the Authority Contracts Manager in writing.

The Contractor shall provide the Authority with a schedule of the planned opening hours for each Facility every quarter in advance and maintain a daily record of the opening hours achieved. The Contractor must report the actual opening hours per Facility Vs planned opening hours per facility each quarter in the Quarterly Performance Monitoring Report.

The Authority Contracts Manager shall be able to request the latest version of these opening hour records at any time and the Contractor must provide these no later than the next working day.

In event of an unplanned Facility closure, or part thereof, owing to unforeseen or emergency conditions, the Contractor shall inform the Authority within 24 hours.

The Authority's Emergency Plan sets out the Authority's response to, and management of, any crisis that could happen in the City. The role of the Contractor is to provide Authority (and other) resources to assist the emergency services, as requested.

The Facilities may play a role in the Authority's ability to perform this function in accordance with this Agreement.

In the event of an Emergency or training exercises the Authority reserves the right to use the whole or part of the Facilities at any time for a period of up to 2 Days per occasion to support Authority staff to be located within the Facilities. Two Months' notice will be given in relation to any formal training exercises.

The Authority may require use of the Facilities for the purposes of Elections in accordance with this Agreement.

For the purpose of dealing with an Emergency, the Contractor will keep the Authority Contracts Manager supplied with an up-to-date list of the names, home addresses and telephone numbers of key members of Personnel, including the Contract Manager and Library Facility Managers.

In the event of an Emergency the Contract Manager and all other Staff engaged on behalf of the Contractor, will operate under the direct control of the Authority Contracts Manager (or such other representative as is nominated at the time by the Authority's Emergency Controller). This arrangement will continue until such time as the order to 'stand down' is received by the Authority Contracts Manager.

## ***Reporting Requirements***

Where the Contractor wishes to change the Minimum Opening Hours it must provide proposals of revised Minimum Opening Hours for the specified Facilities to the Authority, no later than three Months prior to the applicable Commencement Date anniversary for approval by the Authority at its absolute discretion. Where the Authority approves any change to the Minimum Opening Hours it shall be implemented in the following Contract Year or as otherwise agreed with the Contractor.

The Contractor shall provide the Authority with a schedule of the planned opening hours for each Facility every quarter in advance and maintain a daily record of the opening hours achieved. The Contractor must report the actual opening hours per Facility v planned opening hours per facility each quarter.

The Contractor must maintain a log of hours for each Facility that is not open on a daily basis and report any failure to meet the Minimum Opening Hours requirements to the Authority Contracts Manager as part of the Quarterly Performance Monitoring Report.

The Contractor must also record as part of the Quarterly Performance Monitoring Report all periods when conditions make the Facilities and/or part thereof unsuitable for use. For example, a roof leaks makes an ICT suite unavailable for use.

### **1.15 Programming of Events and Activities**

#### ***Required Outcome***

The programming of events and activities should be varied and inclusive to all York residents, aiming to maximise use of the Facilities and drive an increase in visits.

#### ***Performance Standards***

The Contractor shall comply with the Authority's Weekly Programming Requirements set out in Annex 2 . These can only be changed at the request of the Contractor with the prior written agreement of the Authority.

The Contractor shall ensure a varied programme of events and activities is delivered across all the Facilities. The Contractor is required to maintain and improve the number of events and activities on offer.

The Contractor must consult on a regular basis, including an annual review, with the Authority Contracts Manager to ensure an appropriate programme is delivered.

The Contractor must provide events and activities to meet the needs of specific target groups as identified in Part 1A Core Offers of this Specification and targeting people who do not currently use the Facilities.

The Programme of events and activities should be dynamic, innovative and responsive to the requirements of Users and traditionally under-represented Non-Users.

The Contractor must ensure that the programmes across the Facilities complement each other and provide an appropriate balance of activities throughout the City.

The Contractor must review the effectiveness of the events and activity programmes on a regular basis, but in any event as a minimum every 12 Months using market information taken from event surveys produce an annual summary report.

The Contractor will be required to honour any events, already confirmed prior to the Commencement Date and those that have been staged at the relevant Facility on a regular basis over the previous twelve Months, in accordance with the Weekly Programming Requirements set out in Annex 2 of this Services Specification. The Authority requires that the dates and details of these are honoured by the Contractor and specifically requires that terms and conditions prevailing at the time of booking are honoured.

The Contractor will be required to take bookings for the use of Facilities and services for up to 12 Months beyond the Termination Date or Expiry Date (whichever is earlier) but any fees collected for such bookings must be remitted to the Authority upon the Termination Date or Expiry Date (whichever is earlier).

### ***Reporting Requirements***

The Contractor shall submit a Annual Programme of Events and Activities to the Authority for approval 1 Month prior to the Commencement Date and on an annual basis 1 Month prior to the commencement of each Contract Year. Any changes to the agreed Programmes Of Events and Activities shall only be achieved through mutual written agreement.

As part of the Quarterly Performance Monitoring Report, the Contractor shall submit details to the Authority Contracts Manager of the activity breakdown against the Programme Of Events and Activities for each Facility. This shall include activity usage and any failure to provide any of section 1.15 Performance Standards.

The Contractor will maintain a written log of when non-conformance of the requirements of Annex 2 to this Services Specification occurs.

## **1.16 Library & Archives Management Systems**

### ***Required Outcome***

The Authority requires that the IT management systems for conducting Services to the public is available to Users in person, by phone and online.

### ***Performance Standards***

The Contractor must ensure that there are IT systems in place to deliver the Services of this Contract as set out in Part 4 of the Specification (ICT Requirements).

### ***Reporting Requirements***

The Contractor must submit details to the Authority Contracts Manager of any failure to meet the required systems set out in Part 4 of the Specification (ICT Requirements) as part of the Quarterly Performance Monitoring Report.

## **1.17 Health and Safety Management**

### ***Required Outcome***

The Contractor must comply with all Legislation and industry best practice Guidance, and shall produce, maintain and comply with a health and safety procedures manual. This shall be available for inspection by the Authority Contracts Manager or other authorised persons at any time.

### ***Performance Standards***

The Contractor must comply with all Legislation and industry best practice Guidance, and shall produce, maintain and comply with a health and safety procedures manual. This shall be available for inspection by the Authority Contracts Manager or other authorised persons at any time.

The Contractor will be responsible for carrying out annual risk assessments for the Facilities and associated activities, which will be included in the Health and Safety Manual. The Contractor will record and monitor compliance with the risk assessments and associated procedures. Risk assessments shall also be carried out and revised if there is:

- An accident or incident where a change is required to prevent a recurrence;
- A new task (for staff) or activity (for members of the public) is introduced where a new risk assessment is required before commencement;
- A new event is booked / facility hired;
- A change to the Facility is planned where new / revised arrangements for its safe use will be needed;
- A change in Legislation.

All health and safety records should be kept and maintained for a period of seven years or longer if related to under 18 year olds and for forty years for health related issues.

The Contractor shall ensure that all Staff, agents or suppliers who may be required to enter the Facilities are fully aware of all relevant rules and procedures concerning Health and Safety at Work and fire risk precautions. This includes the relevant sections of a COSHH Assessment and the regular recording and "signing-in" of sub-contractors and any associated permits to work (i.e. hot works and confined spaces etc).

The Contractor shall ensure the equipment and Facilities are maintained in accordance with manufacturers, industry and Legislative guidelines (including undertaking statutory inspections) and records kept accordingly, which are available for inspection by the Authority.

The first aid equipment and supplies must be physically checked monthly and a record shall be made which is available for inspection by the Authority. Defibrillators must be provided (if deemed by a risk assessment) and maintained to this same standard of rigour. The Facilities must have the required number of trained first aiders (qualification obtained through a recognised first aid training body) on site at any time.

A member of staff at each of the Facilities will be identified by the Contractor as the Health and Safety Co-ordinator with an overall Health and Safety Manager for the business who will receive full training to a level recognised by the Health and Safety Executive as appropriate for the responsibility.

A record of all training undertaken by staff with respect to Health and Safety should be made by the Contractor and formal Health and Safety training will be included in the new staff induction programme.

All signs relating to exits and fire exits must be to the standard required by Health and Safety requirements and of Fire and Licensing Officers in respect both of general operation and special and entertainment events.

Any damaged Health and Safety notices will be repaired within 24 hours and actions taken in the interim period to ensure staff are fully aware and take the necessary action to prevent any type of incident.

The Contractor shall minimise any possible infectious diseases arising from:

- Air conditioning and ventilation systems
- Showers, toilets and hot water systems
- Pests

The Contractor must ensure that all Staff are competent and adequately equipped to undertake all health and safety responsibilities relevant to their individual roles and duties. Full records will be kept of all relevant training.

The Contractor shall have in place a written Health and Safety Manual which covers all Facilities, in accordance with the provisions of the Health and Safety at Work Act 1974.

The Contractor shall ensure that all staff receive a personal copy of the Contractor's general policy/statement for health and safety within seven Business Days of their start of employment and that all staff will have access to all other relevant documents concerned with the Health and Safety at Work Act. To this end the Contractor will issue all staff with a written list of all relevant documents together with a note of where these documents are kept within seven Business Days of their start of employment.

The Contractor will be required to provide sufficient qualified staff to be present at all operating times to ensure the safety of Staff, Users and any sub-contractors.

Prior to use by Staff, the Contractor shall submit for approval their general policy/statement for health and safety to the Authority Contracts Manager who will have access to all Facilities at all times for the purpose of inspection and may prohibit unsafe practices, impose penalties as appropriate or if necessary cause the closure of the Facilities or parts thereof, and commission work to rectify the unsafe practice and charge accordingly.

The Authority retains the absolute right to instruct the Contractor to close any Facility, immediately, in the interest of public safety.

The Contractor shall supply to the Authority Contracts Manager, a minimum of one Month before the Commencement Date of each Facility full and comprehensive Normal Operating Plans (NOPs) and Emergency Action Plans (EAPs), setting out all



safety procedures within each building for approval prior to issue to all staff. A copy of these plans must be on permanent display in the relevant staff room and changing area in each Facility.

The Contractor shall also be responsible for ensuring each Facility's fire and evacuation systems and equipment as part of the EAPs are maintained to relevant Guidance and regulations and appropriate records kept. Fire and evacuation procedures in place should include regular safety drills, appropriate numbers of trained fire wardens and appropriate records kept.

The Contractor will permit access at all times during the opening hours to all areas of any facility by the Authority Contracts Manager, Licensing Officer or Fire Officer or officer of the Health and Safety Executive who have responsibility for matters concerned with health and safety for the purpose of inspecting plant and Equipment.

The Contractor shall hold details of the levels, types and quantities of protective clothing and equipment to be provided to the relevant staff at each Facility, as identified by the Contractor's risk assessment.

The Contractor shall at all times ensure compliance with maximum occupation levels for each facility as stipulated in the Regulatory Reform (Fire Safety) Order 2005 and/or Premises Licence.

The Contractor will additionally be responsible for monitoring safe occupancy levels at the Facilities and ensuring that there are an appropriate number of qualified staff on duty at any time given the nature of the activity taking place.

In any case of snow and ice, the Contractor will be required to provide safe access to the Facility buildings by clearing and sanding the immediate entrance and public path leading to the Facilities in accordance with their foul weather policy. The Contractor shall liaise with the police and other authorities as required in relation to event management and cancellation.

Hazardous materials or equipment at the Facilities, which are to be used in the provision of the Services must be kept under proper control and safekeeping and be properly and clearly labelled on their containers and comply with the relevant Control Of Substances Hazardous to Health Regulations, 2004 (COSHH) or any updated versions of these.

All cleaning materials and equipment must be appropriate for the job required and must be used in accordance with the manufacturer's instructions, British Standards, relevant Health and Safety measures, particularly COSHH.

Comprehensive records must be maintained of all accidents, evacuations and incidents occurring at the premises in accordance with Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). These records shall include details of any relevant actions to be taken.

The Contractor shall be responsible for ensuring compliance with the conditions of the Fire and Electrical Certificates.

The Contractor shall ensure through the installation of combination locks that only authorised personnel are permitted in non-public areas of the Facilities, such as plant areas, staff rooms, etc.

All catering services provided by the Contractor shall be undertaken in accordance with the Food Safety Act 1990 and any Legislation made under it, the, Food Hygiene (England) Regulations 2006, Regulation (EC) No 852/2004, the General Food Regulations 2004, Regulation (EC) No 178/2002, the Food Labelling Regulations 1996 as amended and any other current food Legislation, and any recommendations from enforcement officers that may be issued.

### ***Reporting Requirements***

The Contractor must report details of any accidents, incidents and evacuations reportable under the RIDDOR regulations to the Authority within 24 hours of that accident or incident occurring. Records of accidents and actions taken are to be made available for inspection.

The Contractor must make a formal record of all inspections or visits made by Environmental Health Officers, the Health and Safety Executive and any other person or body who, in the proper execution of their duties, requires or is entitled to access to the Facility. A copy of this record shall be supplied to the Authority within 24 hours of such inspection or visit.

The Contractor shall submit to the Authority prior to the Commencement Date for each Facility and on the commencement of each Contract Year a copy of the Contractor's Health and Safety Manual, including the full and comprehensive Normal Operating Plans (NOPs) and Emergency Action Plans (EAPs).

The Contractor shall submit to the Authority prior to the Commencement Date for each Facility and on the commencement of each Contract Year valid fire safety risk assessments and electrical certificates for all Facilities.

As part of the Quarterly Performance Monitoring Report the Contractor shall provide in relation to section 1.17 the following:

- A summary of all accidents and incidents that have occurred at the Facilities in that period.
- Any failures to meet the required Performance Standards as set out in this section 1.17.

## **1.18 Equipment and Stock**

### ***Required Outcome***

The Contractor shall ensure that all Contractor Equipment and Authority Equipment and stock is available, safe and capable of being used for the relevant activity and services that they are designed for.

### ***Performance Standards***

#### General Equipment

The Contractor shall ensure that the Equipment shall be in sufficient quantity required for the carrying out of the Services and will be responsible for that equipment and those materials used in the delivery of Services. Part 3 of the Authority requirements contains an inventory of the Authority equipment currently contained in each Facility, which will be transferred to the Contractor on the relevant Commencement Date, however, the Contractor will be responsible for providing any additional equipment required, replacing equipment as necessary, maintaining equipment in line with

manufacturer guidelines and transferring all equipment identified in the latest inventory back to the Authority on the expiry of the Initial Contract Period, or Termination Date, at no cost to the Authority.

The Contractor shall ensure that all Contractor Equipment and Authority Equipment, must be fit for the purpose, safe and shall be maintained to a safe standard of repair and cleanliness at all times in accordance with the manufacturers' recommendations and must be able to meet the programming requirements of the Facilities.

The Contractor shall test all portable electrical appliances at a suitable frequency to ensure compliance with the *Electricity at Work Regulations* and maintain a record of the electrical appliances, test results and date of tests and action to be taken in a schedule, which is readily available for inspection.

#### Equipment Inventory

The Contractor is required to agree and sign off an updated Equipment Inventory with the Authority within one Month following the Commencement Date of the contract and to confirm that the available equipment plus any additional items provided by the Contractor is sufficient to enable the Contractor to deliver the services set out under this Agreement. The Contractor shall then maintain and update each Facility Equipment Inventory for the Contract Period in accordance with this Agreement.

The Contractor shall ensure as a minimum that the following information is logged on the Equipment Inventory for each Facility:

- Contact information of the manufacturer/importer/agent/supplier;
- A unique identification code/number;
- Age and date of purchase of item;
- Split between Authority Equipment and Contractor Equipment;
- Guarantees /warranties as appropriate;
- The inspection/service interval required (including Statutory Inspections);
- Record(s) of inspections;
- Information on any modifications, specification changes, refurbishment, replacement of items.

The Contractor shall ensure the Equipment Inventory is provided to the Authority in a format that does not require use of proprietary software (unless a copy is provided free of charge to the Authority and a future operator of the facilities) or purchasing of licences by the Authority or a future operator of the facilities and must be provided with full functionality at Termination or the Expiry Date of this Agreement.

#### Stock

All Library books and other lending materials Stock, at the Commencement Date will be provided to the Contractor for carrying out the Services. Part 3 of the Authority requirements, sets out the approximate Stock numbers and at which Facilities Stock is located.

This is an illustrative guide to the relative amounts of stock per Facility. This is taken from the CIPFA statistics and is not the exact figure for transfer but an approximation to demonstrate the proportion of stock allocation.

#### ***Reporting Requirements***

The Contractor is required to ensure that the Equipment Inventory and Stock Count is updated on a regular basis to reflect any replaced equipment and identify any new

or written off equipment. A revised Equipment Inventory and Stock Count is to be provided to the Authority by the Contractor within 1 Month following the Contract Commencement Date and on the commencement of each Contract Year. The Contractor shall ensure the Equipment Inventory and Stock Count identifies the split between Authority Equipment and Contractor Equipment.

The Contractor shall submit details of any failure to achieve the required Performance Standards as set in section 1.18 above as part of the Quarterly Performance Monitoring Report.

## **1.19 Access**

### ***Required Outcome***

The Contractor shall ensure Facilities, and all areas within, must be accessible by all Users and the Contractor's Staff as applicable to meet the obligations of this Agreement.

### ***Performance Standards***

The Contractor shall ensure Facilities and all areas within, including the buildings or any entrances, doorways, halls, lobbies, seating areas, reception areas, unloading bays, corridors, lifts, staircases, access roads and car parks are open and free from any obstruction so that the areas are reasonably capable of performing their function and allow access with appropriate control, entrance to and exit from the areas.

The Contractor will be responsible for the control of car parking at all times and must effectively manage car park flow, access and safety.

All signage within Facilities must be clear and instructive and comply with health and safety guidelines and the Equality Act 2010.

### ***Reporting Requirements***

The Contractor must submit details of any failure to meet the required Performance Standards set out in section 1.19 above as part of the Quarterly Performance Monitoring Report.

## **1.20 Legislation**

### ***Required Outcome***

The Facilities must comply with all relevant Legislation relating to the Facilities and the provision of Services within this Services Specification including for example, Equality Act 2010, Environmental Legislation and Safety Acts etc.

### ***Performance Standards***

The Contractor must comply with all Legislation and shall produce, maintain and comply with a health and safety procedures Manual. This shall be available for inspection by the Authority Contracts Manager or other authorised persons at any time.

All staff must have regular training on applicable Guidance and Legislation.

In particular, the Contractor should ensure that:

- All agents or suppliers who may be required to enter the Facilities are fully aware of all relevant rules and procedures concerning Health and Safety at Work and fire risk and precautions;
- The first aid equipment and supplies, including signage for first aid provision, must be physically checked weekly and a record shall be made which is available for inspection;
- Hazardous materials or equipment at the Facilities, which are to be used in the provision of the Services, must be kept under proper control and safekeeping. The hazardous materials or equipment must be properly and clearly labelled on their containers and comply with the relevant COSHH regulations;
- It undertakes, at its own cost, its own risk assessments and associated training;
- It keeps records of accidents and actions taken and these are to be made available for inspection by the Authorities Contract Manager;
- There shall be full and comprehensive fire and evacuation procedures. The Contractor shall be responsible for ensuring each Facility's fire and evacuation systems, and associated equipment is maintained to relevant Guidance and regulations, and the Contractor must keep appropriate records;
- Only authorised personnel are permitted in non-public areas of the Facilities, such as plant areas, staff rooms, offices etc.

The Contractor has a duty of care to inform the Authority of any Asbestos material found at any of the Facilities. The Authority maintains an Asbestos Register and the Contractor shall review to this document prior to undertaking any maintenance work at the Facilities.

The Contractor shall ensure that the Facilities are managed in accordance with industry best practice Guidance.

### ***Reporting Requirements***

The Contractor must submit details of any failure to meet the required Performance Standards set out in section 1.20 above as part of the Quarterly Performance Monitoring Report.

## **1.21 Buildings Management**

### ***Required Outcome***

The Contractor shall ensure that building management at all Facilities, as a minimum, is in accordance with the Performance Standards of this section 1.21 which covers water, drainage, ventilation, heating (thermal comfort), lighting requirements.

### ***Performance Standards***

#### **Water (Hot and Cold Installations)**

The Contractor shall ensure there is a supply of hot and cold water to those areas requiring water at all Facilities.

The Contractor shall ensure the water system be maintained in accordance with the appropriate health and safety Legislation and Guidance. Where appropriate the Contractor shall carry out water safety risk assessments as a minimum twice-annually, or sooner if plant equipment at the Facilities is changed.

The Contractor shall ensure where Domestic Hot Water (DHW) is supplied without thermostatic control, all taps shall be appropriately labelled.

The Contractor shall ensure water temperatures are maintained at required standards so as to prevent Legionella and other water-borne contaminants.

The Contractor shall ensure water closets, drinking fountains and urinals shall have a supply of cold water, which allows these services to be usable in accordance with the manufacturers' specification.

The Contractor shall ensure water supply meets the following standards:

Water temperature (hand washing)	35 - 43 degrees C	Degrees Centigrade
Drinking water	Drinking water available in all libraries	Either mains fed or via accessible water coolers

The Contractor shall work with the Authority proactively to develop and promote effective best practice water-saving efficiency measures across the Facilities.

Drainage

The Contractor shall ensure all relevant areas at Facilities must have adequate drainage and sewage system operating, ensuring the drainage systems provide safe effective removal of wastewater, surface water and liquid waste.

The drainage systems must be maintained by the Contractor in accordance with the appropriate Legislation and Guidance. Discharge temperatures shall not exceed recommendations set by the Environment Agency.

Ventilation

The Contractor shall ensure all relevant areas within the Facilities have adequate ventilation in accordance with the following standards:

- > 3 Air changes per hour in all indoor areas of the Facilities, apart from:
- Air changes based on mechanical ventilation.
- Where no mechanical ventilation installed, fresh air ventilation should be provided

The ventilation system must be maintained by the Contractor in accordance with the appropriate Legislation and Guidance.

Heating (Thermal Comfort)

The Contractor shall ensure all Facilities must have adequate heating in accordance with the following standards:

- Temperature >16 degrees in all indoor areas.
- If temperature controlled, 19-21 degrees.

The heating systems must be maintained by the Contractor in accordance with the appropriate Legislation and Guidance, unless agreed with the Authority the standards can't be reached due to the age of the heating system.

#### Lighting

The Contractor shall provide external lighting for security purposes as appropriate.

The Contractor shall ensure all relevant areas within the Facilities have adequate lighting in accordance with the following standards:

The lighting system shall be maintained by the Contractor in accordance with the appropriate Legislation and Guidance.

#### **Measurement**

The Contractor is responsible for measuring, recording and undertaking visual inspections to ensure it is meeting all the Performance Standards of this section 1.21.

With specific regard to Ventilation, the Contractor shall ensure ventilation rates are calculated according to CIBSE and BRE Guidance.

For indoor lighting, the Contractor shall ensure the number of non-operating lights or tubes does not exceed 5% of the total in that area of the Facility and that illuminance values meet the average lux values required.

#### **Reporting Requirements**

The Contractor must submit to the Authority Contracts Manager details of any failure to meet the required Performance Standards set out in section 1.21 above as part of the Quarterly Performance Monitoring Report. For the avoidance of doubt this should include all results of all non-compliant measurements (where applicable), with actions identified for rectification.

With regards water (hot and cold installations), the Contractor shall submit within one Month of the Contract Commencement Date and bi-annually there after to the Authority the report results of the water safety risk assessments undertaken at each Facility.

### **1.22 CCTV and Security**

#### **Required Outcome**

The Authority will provide and operate CCTV systems in Library Facilities for reasons assessed in consultation with the Contractor to ensure Facilities are secure and provide a safe level of security to Users during their visit.

#### **Performance Standards**

CCTV:

New data protection legislation came into force on 25 May 2018, replacing the Data Protection Act 1998 with the Data Protection Act 2018. The General Data Protection Regulations which is the EU legislation on which the DPA 2018 is based specify that contracts involving the processing of personal data must include certain provisions.

In relation to CCTV, the Authority will remain the Controller, however the Authority has contracted with a CCTV operator to be the processor at a number of Facilities. This includes monitoring from a central CCTV control room at the Authority's head office. The following Facilities have this arrangement; York City Centre, Acomb and Burnholme. The fee for this CCTV service will be charged to the Contractor.

The Contractor is responsible for arranging the servicing, maintenance and repairs of all CCTV equipment at the Facilities.

For all other CCTV systems currently not part of the Authorities CCTV operator contract, the Authority will work with the Contractor to ensure before the Commencement Date that all policies and procedures are in place for the appropriate use of CCTV to ensure compliance with the Data Protection Act 2018. The Contractor will be the Controller for these systems.

The Contractor shall ensure that the CCTV system meets the requirements of the National Approved Council of Security (NACS), the Data Protection Legislation and Human Rights Act.

The Authority reserves the right to withdraw CCTV services in accordance with any new CCTV corporate contract the Authority wishes to put in place.

#### Security

The Contractor will at all times be responsible for the total security of the Facilities which shall include land, buildings, structures and amenities, together with plant rooms, machinery, equipment, fixtures, fittings and furnishings, and any item of stock.

The Contractor where appropriate shall utilise the security systems installed or provided at the Facilities and shall be fully responsible for its proper maintenance and function. The Contractor may wish to add to the system but shall ensure that prior to the installation of any additional alarm or security equipment the prior written approval of the Authority's Contract Manager must be obtained.

The Contractor shall be responsible for the safe keeping of any keys to the Facilities. A list of key holders, together with their addresses and telephone numbers shall be supplied to the Authority by the Contractor, before the Contract Commencement Date. The Contractor shall update the list as and when required.

The Contractor shall ensure that only authorised personnel are admitted to non public areas, especially those areas containing specialist equipment and machinery.

#### ***Reporting Requirements***

Results of all inspections and non-compliant measurements shall be reported to the Authority in the Quarterly Performance Monitoring Report with actions identified for rectification.

The Contractor must submit details of any failure to meet the required Performance Standards set out in section 1.22 as part of the Quarterly Performance Monitoring Report.

### **1.23 Staffing**



### ***Required Outcome***

The Contractor shall ensure each Facility must have sufficient and suitably qualified staff to provide the services required by this Agreement and all relevant Legislation.

### ***Performance Standards***

The Contractor shall provide sufficient qualified and experienced staff to ensure a high standard of service and customer care to Service Users at all times.

The Contractor shall ensure that appropriate staff are deployed to carry out the service, including key personnel:

- Retaining a professionally qualified chief librarian – needed for the statutory duty;
- Retaining a qualified and designated Civic Archivist;
- Retaining a core of qualified professionals – to drive the strategy;
- Staff and volunteers appropriately trained to deliver the comprehensive and efficient service;

The Contractor shall provide staff and volunteers with the necessary professional and technical competence as appropriate to fully discharge the requirements of this Services Specification in a safe and efficient manner.

The Contractor shall ensure that wherever necessary, DBS checks are undertaken for staff and sub-contractors. Guidance on which type of roles should be eligible for DBS checks is provided by the Government.

The Contractor shall ensure appropriately qualified persons or sub-contractor companies shall carry out all maintenance works.

In respect of all persons employed or seeking employment, the Contractor shall comply with the provisions of all employment Legislation including; Equal Opportunities, the EU Working Time Directive and the National Minimum Wage.

The Authority has also adopted the Living Wage, which the Contractor is encouraged to adopt to in relation to minimum staff pay levels. The rate is set by the Centre for Research in Social Policy (CRSP).

Subject to the application of TUPE Legislation, the Contractor shall be entirely responsible for the employment and conditions of service of its staff and shall implement a scheme for the continued assessment and development of staff.

The Contractor shall appoint an overall Contract Manager to be the Contractor's representative. The Contractor's Contract Manager shall consult with the Authority Contracts Manager as often as may reasonably be necessary for the efficient provision of the services and attend meetings on a regular basis.

The Contractor shall provide sufficient numbers of qualified staff to provide assistance to disabled people/special needs groups to access the Facilities.

The Contractor will ensure a smart appearance by all staff at all times, with clothing of staff being appropriate to their function.

The Contractor shall ensure all relevant Facility areas must have appropriate staffing.

***Reporting Requirements***

The Contractor must submit details of any failure to meet the required Performance Standards set in section 1.23 as part of the Quarterly Performance Monitoring Report.

## **Part 1C – Performance Requirements**

### **1.24 Service Delivery Planning**

#### ***Required Outcome***

The Contractor shall prepare an Annual Service Delivery Plan, in consultation with and for approval by the Authority Contracts Manager each Contract year. This plan's implementation will be assessed on an annual basis and reviewed quarterly as part of the Quartly Performance Monitoring Report. This plan should take into account the needs and gaps of provision and link to the Authority's Comprehensive Assessment of Need and the Council Plan.

#### ***Performance Standards***

The Contractor will develop an Annual Service Delivery Plan and the first plan should be agreed with the Authority within 1 Month prior to the Commencement Date and then two Months prior to the commencement of each subsequent Contract Year.

The Annual Service Delivery Plan must set out in detail how the Contractor will deliver on the core offers, set out in Part 1A of the Service Specification, taking into consideration the Comprehensive Assessment of Need and the Council Plan.

The Annual Service Delivery Plan should demonstrate it has taken into account the needs of the residents of the City and aligned its programme accordingly. It should take into account the findings of the national and local intelligence and data.

The Authority considers the Annual Service Delivery Plan to be an important tool in achieving greater service outputs and usage at the Facilities. The Plan should also demonstrate effective and sustainable improvements on issues such as increasing community safety, raising attainment and promoting community cohesion and social inclusion. This will involve working in partnership with various local and regional organisations, to identify issues and agree priorities.

The Annual Service Delivery Plan must identify how the Contractor intends to work with key partners to ensure maximum impact and avoiding duplication of effort.

The Annual Service Delivery Plan must include strategies to achieve the targets set out in the KPI's (key performance indicators), set out at Annex 5, and as a minimum have the following sections:

- Spaces and places;
- Reading;
- Information;
- Digital;
- Health and Social Care;
- Learning and Skills;
- Culture;
- Archives and Local History;
- Promoting Inclusion;
- Pricing.

#### ***Measurement***

The Annual Service Delivery Plan needs to use SMART (specific, measurable, attainable, relevant and timely) objectives to allow the Authority to make an assessment against how the Service Delivery Plan is progressing.

### **Reporting Requirements**

The Annual Service Delivery Plan must be provided to the Authority within one Month of the Commencement Date and two Months prior to the Commencement of each following Contract Period.

As part of the Quarterly Performance Monitoring Report the Contractor shall provide in relation to section 1.24 the following:

- A progress update on Annual Service Delivery Plan;
- A log of all instances where the deadlines for delivery of the Service Delivery Plan actions have not been met;
- Any failures to deliver the Performance Standards set out in section 1.27.

At the end of each Contract Year, the Contractor will provide to the Authority a final report setting out what targets have and have not been reached.

## **1.25 Audience Development**

### **Required Outcome**

The Contractor is required to produce an annual Audience Development Plan which is a key tool in generating growth in usage of and access to the Services and Facilities. The marketing, promotional materials and channels used for audience development should reflect the objective of promoting increased, and more diverse, usage across the core offers set out in this specification.

### **Performance Standards**

The Authority requires that it be recognised in all marketing and promotional material and signage produced by the Contractor specifying the Facilities or Services and should include, *'XXX working in partnership with City of York Council'*.

The annual Audience Development Plan must be prepared in consultation with the Authority and approved by the Authority, 2 month before the Commencement Date and annual thereafter, 2 Months prior to each Contract Year.

The Audience Development Plan will be informed by the annual survey summary and tri-annual CIPFA PLUS survey of Users and non-users to be undertaken by the Contractor.

The Contractor will:

- Plan and run marketing and promotional campaigns to ensure that potential users understand what library services offer and how they can make most use of what's available to them;
- Introduce York residents to new ideas and opportunities, giving them confidence and quick and easy access to the tools, skills and information that they need;
- Raise awareness of the positive impacts that libraries have on people's lives;
- Link to and make use of national campaigns such as *Libraries Change Lives* to ensure that they have local impacts;

- Develop future audiences for library services through commissioning and programming activity which helps to understand needs and preferences and builds deeper relationships with existing audiences, encouraging them to try new experiences or supporting them to get more out of their experiences;
- Offer clearly stated marketing strategies to achieve measurable objectives in a given time period, taking into account specific areas of the specification e.g. increase access and usage of the Collections.

Without prejudice to the Authorities Policy on Advertising in this Agreement, the design principles used in the production of marketing materials and signage must be agreed with Authority prior to use.

For the avoidance of doubt, no changes to the Facility names are permitted without prior written approval of the Authority.

Should the Contractor enter into any third party sponsorship agreements, it may display the third party's name with the approval of the Authority.

Consideration shall be given to uniformity of branding, for example, colour schemes, designs and styling across the Facilities.

The Contractor shall ensure that at all times the Facilities are open to Users there is always information online (and printed information available on demand) regarding the opening hours of the facilities, services, activities and prices. The Contractor shall ensure that such information on display and in publication or advertisement is up to date, accurate and attractively presented.

The Contractor shall ensure that no advertising/publicity material likely to cause offence to or mislead the public or causes embarrassment to the Authority is used. The Authority retains the right to veto any advertising or promotional material, which is likely to breach this condition, and the Contractor will be required to remove such material immediately. The Authority accepts no responsibility for any loss incurred as a consequence of the removal of such advertising/publicity material.

The Contractor shall ensure that all standards laid down by the Advertising Standards Authority and Trading Standards Board are adhered to at all times.

The Contractor may be allowed to sell a limited amount of advertising space inside and outside the Facilities (e.g. poster advertising or online display advertising). However, only high quality framed poster advertising will be allowed internally and the Contractor must obtain the Authority's prior written approval on the specific sites and the type of advertising in advance of any contract being negotiated with an outside agency.

The Contractor shall ensure that all contracts entered into for the display of advertising shall terminate automatically after the Initial Contract Period unless otherwise approved in writing by the Authority.

The Authority reserves the right to make use of appropriate space within the Facilities, free of charge, for promotional and publicity material as determined by the Authority.

The Authority reserves the right to make press releases in relation to the Agreement and the operation of the Facilities. The Contractor shall not make any press releases in relation to the Agreement or the operational practices of the Facilities without prior written approval from the Authority. The Authority shall not make any press releases

in relation to the Agreement or the operational practices of the Facilities without prior written approval from the Contractor.

### ***Measurement***

The Audience Development Plan needs to use SMART objectives to allow the Authority to make an assessment against how the Plan is progressing.

### ***Reporting Requirements***

The Contractor shall produce the annual Audience Development Plan which must be prepared in consultation with the Authority and approved by the Authority, 1 month before the Commencement Date and 2 Months in each following Contract Year

The Contractor shall report on progress against the Audience Development Plan as part of the Quarterly Performance Monitoring Report.

The Contractor shall submit details of any failure to meet the required Performance Standards set out in section 1.25 as part of the Quarterly Performance Monitoring Report.

## **1.26 Quality Assurance and Continuous Improvement**

### ***Required Outcome***

The Contractor will use its own systems to monitor quality and drive continuous improvements in delivering the Services under this Contract.

The Contractor will obtain Accredited Archives Service status within two years of the Commencement Date and maintain it for the duration of the Contract.

### ***Performance Standard***

The Contractor will:

- Undertake regular self-assessment against the national benchmarking framework (to be developed) and implement a continuous improvement plan to drive improvement and innovation;
- Provide performance data as requested to DCMS supported initiatives to create a national libraries data set;
- Ensure that staff are trained in line with the *Public Library Skills Strategy* (in development) so that they have the confidence, skills and knowledge necessary to lead and deliver high quality library services;
- Annual CIPFA Survey and returns or future replacement scheme;
- Annual customer satisfaction survey.
- Evaluation of events;
- Obtain Accredited Archives Service status within two years and maintain it.

### ***Reporting requirements***

The Contractor shall report back to the Authority on an annual basis, supplying a summary report of all activities in relation to quality assurance and continuous improvement. This should also include benchmarking information from the returned CIPFA submissions to enable the Authority to compare performance with other authorities. Evidence should be supplied to the Authority from the Contractor in relation to the Accredited Archives Service Status on an annual basis.

## **1.27 Customer Care**

### ***Required Outcome***

The Contractor must have a clear and demonstrable customer care policy, in line with the Authority's stated Complaints and Customer Feedback Policy, detailed at Schedule 7 of this Agreement.

The key principles of the Authority's customer care requirements that the Contractor must meet are set out below:

- A customer care policy exists, is freely available to the public and is implemented;
- Staff in all areas respond positively to enquiries;
- Staff are generally helpful and pleasant;
- Staff at all levels are empowered to resolve customer complaints;
- Procedures are in place for dealing with difficult customer requests;
- A clear customer charter is displayed; and
- Customer information is readily available.

### ***Performance Standards***

The Contractor must operate and administer a comprehensive and effective customer comments and feedback system, to encourage feedback and record verbal and written comments. The system shall be operated in accordance with the Contractor's customer care Method Statement (detailed in the Contractor's Service Delivery Proposals), this section 1.27 and the Authority's Complaints and Customer Feedback Policy detailed in Schedule 7 of this Agreement.

All customer complaints and comments must be dealt with in accordance with the agreed customer care Method Statement to ensure that they are acknowledged within seven calendar Days if a full response cannot be sent, and a full response sent within ten calendar Days.

The Contractor shall provide training in customer care as part of all staff induction. An annual service excellence training program should be undertaken for all staff which is conducted by internal "customer care champions" and senior managers. The training shall be constantly refreshed and revitalised to encompass Good Industry Practice.

The Contractor must keep notice and display boards at all Facilities updated at all times.

The Contractor shall provide at all times information to the public on the availability of courses, activities and events conducted by the Contractor and the Authority.

The Contractor must operate an effective system for dealing with lost and found property.

### ***Measurement***

Details and records of all complaints, comments, forums and surveys must be maintained including the date and time of each along with the response of the Contractor. A unique reference number should be attached to each written/verbal comment or complaint. An annual user survey must be completed and reported back to the authority.

KPI will include:

- Total number of complaints
- % responded
- % satisfied – from the annual customer satisfaction survey
- CIPFA Survey

### ***Reporting Requirements***

The Contractor shall submit to the Authority an annual report detailing the outcomes of the customer feedback system and annual user survey within 3 Months of the start of the second Contract Year and annually thereafter for the Contract Period.

A report detailing all comments, compliments and complaints is to be provided to the Authority by the Contractor, including rectification actions s if required, as part of the Quarterly Performance Monitoring Report.

The Contractor must submit details of any failure to meet the required Performance Standards set in section 1.27 as part of the Quarterly Performance Monitoring Report.

## **1.28 Catering**

### ***Required Outcome***

The Contractor shall offer a focus on healthy eating options throughout the catering solutions at Facilities.

The existing catering offers provided at the Facilities should continue to be provided by the Contractor in accordance with the Performance Standards below.

The Contractor shall provide an element of Fair Trade, organic, locally sourced, free range products, and products from sustainable sources where feasible and practical as part of their offer at all Facilities.

The Contractor shall provide, implement and maintain a documented food safety management system as defined by Regulation (EC) No 852/2004 and ensure that all food handlers have training in food hygiene.



## ***Performance Standards***

The Contractor shall ensure their catering offer across all Facilities meet all Legislative requirements and provide a balanced selection of food and beverages, including healthy and low-calorie options.

The Contractor shall comply with the requirement to register each Facility in their control with the Authority's Environmental Health Department and provide written certification of such registration to the Authority Contracts Manager within one Month of The Commencement Date.

The Contractor shall ensure:

- All catering and dining areas shall comply with the relevant requirements of the Legislation, including the Food Safety Act 1990 and any Legislation made under it, the, Food Hygiene (England) regulations 2006, Regulation (EC) No 852/2004, the General Food Regulations 2004, Regulation (EC) No 178/2002, the Food Labelling Regulations 1996 as amended and any other current food Legislation, and any recommendations from enforcement officers that may be issued;
- All of the catering offer shall achieve a minimum rating of 3 ('satisfactory') under the Food Hygiene Rating Scheme operated by the local authority in conjunction with the Food Standards Agency;
- Each catering offer shall display its current Food Hygiene Rating via the prominent display of the sticker and/or certificate issued by the local authority following inspection;
- Other relevant and associated health and safety and cleaning requirements as set out in this Services Specification;
- Provision of all equipment, crockery/cutlery and other consumables for the preparation and delivery of the specified Service in the Facility;
- The cleaning of kitchen, servery and dining room areas immediately following the finish of a serving period, together with any reactive cleaning during serving to deal with spillages and litter;
- The deep clean of kitchens, dining room and designated areas at an appropriate frequency to ensure compliance with the Legislation. Supervision during service periods by the Facility staff at other times will be through discussion and agreement with each of the Facilities;
- The use of colorings in food must follow the Authority's food safety units 'Colours in food' policy guide for traders, this policy as detailed under Schedule 7 of this Agreement.
- That all Users are made aware of any food products that may contain allergens by accurate labelling and this be carried out in compliance with the Food Standards Agency "Food Allergy – What you Need To Know" Guidance. A copy of this Guidance at the Commencement Date being detailed under Schedule 7 of this Agreement.
- Provision of a service that does not supply the following goods:
  - Medicines
  - Chewing gum
  - Any other goods or service deemed unsuitable by the Authority

### ***Food safety regulations:***

The Contractor shall ensure that the provision of catering services complies in all respects with relevant Legislation, and that a documented food safety management system based upon Hazard Analysis Critical Control Point (HACCP) principles is put

in place, implemented and maintained. The HACCP system must be reviewed by the Contractor annually as a minimum or whenever there is a change to the operations.

The Contractor must comply with the requirement to register each Facility under their control with the Environmental Health Department of the relevant local authority's to the Facility and provide written certification of the fact to the Authority Contracts Manager within one Month of the Commencement Date for each Facility.

The Contractor must comply with the Food Hygiene (England) Regulations 2006, Regulation (EC) no 852/2004 and the General Food Regulations 2004. The Contractor must operate all licensed premises in accordance with the Licensing Act 2003. All licensed bars must have a current premises license and a designated premises supervisor.

The Contractor must have a written food safety management system for staff based upon HACCP principles and ensure that all food handlers have training in food hygiene commensurate with their responsibilities.

Following a food hygiene or food standards inspection by officers of the local authority, the Contractor shall produce and implement an action plan to rectify any non conformances identified within the timescale specified by the inspecting officer.

#### *Food hygiene:*

The Contractor shall remove all rubbish from the kitchen and dining areas to a designated location on-site in a safe, timely and hygienic manner.

The Contractor shall ensure trays, litter and other debris are cleared away and tables wiped periodically to provide a tidy and clean mealtime. The Contractor shall ensure there are no failures to clear trays, litter and other debris or to clean tables resulting in new diners having no clean place to sit during the Minimum Opening Hours.

The Contractor shall ensure that each kitchen and dining area at each Facility is cleaned daily at the end of the shift to the required level for the following day's work.

#### *Quality of catering service:*

The catering services shall be provided by the Contractor through a fast and efficient service. If any complaint is received in respect of the service provision the Contractor shall make appropriate investigations. The Contractor shall regularly report complaints, and any actions taken, and make recommendations to the Authority Contracts Manager on how to resolve on-going issues.

#### *Facilities:*

The Contractor shall maintain the catering facilities in a hygienic condition. Dining areas shall be clean and tidy at all times and shall be periodically cleaned during times of use.

The catering equipment, crockery and eating utensils shall be maintained by the Contractor in a clean, functional and hygienic condition, in compliance with all applicable Legislation and Guidance.

The Contractor shall ensure that the required crockery and cutlery, which is required to provide catering services is provided during the specified service hours.

### *Health and safety:*

The Contractor shall ensure that the provision of the catering services complies in all respects with relevant Legislation and Guidance.

The Contractor shall ensure that all catering staff are appropriately trained and instructed in all areas relating to food safety and health and safety.

The Contractor shall ensure all accidents will be recorded in accordance with all applicable Legislation and Guidance and Contractor's procedures. All accidents will be recorded in on-site accident books and will be completed as soon as is reasonably practicable.

The Contractor shall ensure staff are trained and competent in all matters relating to the health and safety of Services they are contracted to. All training needs are to be identified and staff to be appropriately trained.

Where use of chemicals or substances is called for, Control Of Substances Hazardous To Health (COSHH) data sheets shall be completed by the Contractor. The Contractor shall ensure that staff are trained and have access to relevant COSHH data information.

Appropriate safe methods of work i.e. risk assessments and Service Delivery Proposals shall be in place by the Contractor. Catering service providers shall ensure that staff are appropriately trained in respect of risk assessments and have access to relevant information.

### *Staff and uniforms:*

The Contractor shall ensure all staff and any representatives, contractors and sub-contractors shall be readily identifiable as such at all times by the wearing of uniforms and identity badges.

All catering staff shall be appropriately trained. An annual training plan shall be completed by the Contractor (reviewed quarterly) to ensure that all catering staff shall be appropriately trained in areas including, but not limited to the following:

- Level 2 Food Safety in Catering (food handlers)
- Level 3 or 4 Food Safety in Catering (food handlers with a supervisory role)
- Health and safety (including COSHH, risk assessments, safe systems of work, manual handling etc)
- Service delivery
- Marketing/merchandising

### **Reporting Requirements**

As part of the Quarterly Performance Monitoring Report the Contractor shall provide in relation to section 1.28 the following:

- Any catering complaints, and any actions taken, and make recommendations to the Authority Contracts Manager on how to resolve on-going issues;
- Updates on the Food Hygiene Rating Scheme results, ensuring a minimum rating of 3 (satisfactory) is maintained, as a minimum, at all Facilities;
- Any failure to meet the required Performance Standards set in section 1.28.

## **1.29 Facilities Management**

### ***Required Outcome***

The Contractor must ensure that the Facilities and all equipment are fully functioning and available for use, conform to Legislation and Guidance, perform in the most efficient manner and achieve full economic life. The Contractor shall be responsible for maintaining and servicing all buildings, equipment and plant to the extent set out in Part 2 to this Services Specification.

The Contractor shall:

- Manage and deliver all the specified maintenance services at the Facilities;
- Provide maintenance services for the Authority based on continuous improvement and innovation;
- Engender and nurture a true spirit of partnership between the Contractor and the Authority, by seeking solutions to conflicts and making a commitment to internal dispute resolution, relating to the Agreement;
- Co-ordinate and integrate its supply chain, including all consultants, sub-contractors and suppliers and to ensure the commitment of the entire supply chain and to benefit the Authority.

### ***Performance Standards***

The Contractor shall ensure on a continuing basis that the maintenance and operating services required are sufficient to ensure that:

- The Facilities are available at those times specified in this Services Specification, subject to the agreed schedule of Programmed Maintenance;
- The Facilities are kept in good structural and decorative order, in the reasonable opinion of the Authority (subject to fair wear and tear);
- The Assets are maintained to their design intention so that they may reach their full working life;
- The Facilities continue to be maintained in a manner which prevents deterioration of any part thereof (with due regard to the expected operational life of each element);
- Services are provided in accordance with this Services Specification and this Agreement;
- The Facilities are handed back at the end of the Contract or the Termination Date in a condition complying with the requirements this Agreement.

The Contractor shall be responsible for reactive Maintenance Services as required and implement Programmed Maintenance, comprising of:

- Planned Preventative Maintenance (*PPM*);
- Statutory/mandatory testing/inspections;
- Life Cycle replacement.

The Contractor shall carry out pro-active Maintenance Services in accordance with this Services Specification and applicable response/ rectification times.

### ***Planned Preventative Maintenance (PPM)***

The Contractor shall, by a regular and organised scheme, be responsible for the maintenance and operation of all items of plant, equipment and building fabric within the Facilities, inclusive of fixtures and fittings. The Contractor shall be responsible for

the operation and maintenance of the Facilities in a manner that optimises their performance for the duration of their effective life. The Authority may at any time carry out checks of any replacement, maintenance or repair carried out by the Contractor.

#### *Reactive Maintenance and repairs*

The Contractor shall provide a professionally managed service for reactive maintenance and repairs. The Contractor shall provide a fully comprehensive service where all reactive repairs and maintenance (including labour, materials, profit, overheads and any other relevant costs) shall be carried out within the Annual Payment.

It is essential that all maintenance staff working on behalf of the Contractor involve themselves fully in the identification of faults. The Contractor shall identify and rectify faults in a timely manner. Faults identified by the Authority, Users and the Contractor's staff must be logged by the Contractor for quality analysis. Each and every reactive service request must have an associated history, including completion date and time, and cost information.

The Contractor shall be responsible for meeting minimum response times contained within Schedule 4 (Payment and Performance Monitoring System) and to ensure that any reactive repairs are completed with the least inconvenience or disruption to the workings of the Facilities. For the avoidance of doubt 'least inconvenience' shall be determined by minimal disruption to the Facilities activities and not by minimal cost to the Contractor.

The Contractor shall ensure that only appropriately trained personnel are dispatched to reactive activities. All maintenance repairs must use materials that are comparable and compatible with existing materials used at the Facilities.

The Contractor shall provide an adaptable and responsive handy man service to the Facilities during the Minimum Opening Hours, at an appropriate level for the activities. The service shall provide general expertise in the wide range of maintenance and repair requests that are likely to be demanded of this service.

#### *Statutory requirements*

The Contractor shall ensure that all requirements, Legislation and Guidance are met in respect of Maintenance Services and inspections. The Contractor shall inform the Authority, in the first instance, of any and all breaches of such Legislation and Guidance together with a programme for rectification and measures to safeguard against a repeat of any further breaches.

#### *Lifecycle*

The Contractor is required to develop the Lifecycle Schedule for all Facilities based upon industry standards/Guidance for maintenance and replacement of plant and building fabric. For the Contract Period, the Contractor is required to manage the Lifecycle Schedule for all Facilities where it has the right to do so. The Contractor will undertake all the life cycle replacement works. For Council owned Facilities, whilst the Contractor is required to develop and deliver the Lifecycle Schedule, the cost of this work will be funded by the Authority where prior authorisation from the Authority has been obtained for the works in line with Part 2, Maintenance Responsibility Matrix.

It is a requirement that the Contractor takes cognisance of the intimate relationship between operational elements and those elements of life cycle management. The Contractor shall implement a holistic maintenance regime to maximise the life of all built and installed assets.

### Service Scope for PPM and Reactive Maintenance

A detailed breakdown of maintenance responsibilities between the Authority and the Contractor is set out in Part 2 of this Services Specification. The Contractor will be responsible for all Maintenance Services, unless specified as the responsibility of the Authority under Part 2.

#### *Fabric Maintenance*

The Contractor shall provide a professionally managed, high quality planned preventative fabric maintenance service in accordance with a system and programme of building fabric maintenance. The Contractor shall make sure that all Facility buildings are in a safe, secure, wind protected and watertight condition at all times.

Fabric maintenance at the Facilities shall include but not be limited to:

- Decorations;
- Flooring;
- Roofing and ceiling – *regular inspections will be required by the Contractor to ensure roof and ceilings are watertight, especially where roof lights/hatch are present in the building fabric;*
- Internal and external walls;
- Drain and gutter clearance – *regular roof inspections will be required by the Contractor to ensure that gutters are kept clear;*
- Underground foul and surface water drainage – *regular inspections will be required by the Contractor to ensure the drainage systems is kept clear;*
- External roads, car parks, public realm, etc.

All window cleaning, appropriate frequency and safe method will be the responsibility of the Contractor.

The Contractor shall discharge its obligation under the Control of Asbestos at Work Regulation 2002 and its amendments including the publishing and maintenance of a comprehensive asbestos register, and associated risk analysis, of all areas within the Facilities, identifying those which:

- a) Are presumed by the Contractor to contain asbestos, or,
- b) It has been concluded by the Contractor that they do contain asbestos, or,
- c) It has been concluded by the Contractor that they do not contain asbestos, or,
- d) Are presumed by the Contractor that they do not contain asbestos.

The Contractor shall make this asbestos register permanently available to the Authority, all of the Contractor's personnel, sub-contractors and suppliers and any other operatives carrying out work on the Contractor's behalf at the Facilities.

The Contractor shall ensure that all activities are executed and records updated with due regard to the Control of Asbestos at Work Regulation 2002 and its amendments.

#### *Mechanical and Electrical Maintenance*

The Authority requires a professionally managed, high quality Mechanical and Electrical (M&E) maintenance service be provided by the Contractor through a regular and organised regime. The Contractor shall ensure the successful operation and optimum condition of all of the mechanical, electrical, plumbing and drainage systems.

The Contractor shall ensure the maintenance regime is implemented and carried out to meet the Authority's building requirement in terms of business criticality. The Contractor shall take account of the maintenance requirements specified by:

- Original equipment manufacturer's recommendations,
- HVAC Standard Maintenance Specification
- C.I.B.S.E guidelines
- BSRIA
- All relevant Legislation and Guidance.
- Specific warranty period maintenance requirements.

The Contractor shall ensure the Assets are maintained at optimum performance. The Contractor shall monitor the Assets and buildings so that operating conditions can be maintained and the quality of service provision and the performance of assets can be recorded.

#### *Statutory/Mandatory Inspections*

The Contractor shall set up a programme of inspections in accordance with the requirements of Legislation, Guidance, insurance and this Agreement to ensure all assets receive the required inspections at the correct time. The Contractor shall at all times comply with all relevant EC and UK statutory and legislative requirements and all relevant Guidance (including British Standards) including any alterations that may take place.

The Contractor shall fully cooperate with any periodic inspections made by the Authority or any external agencies such as Public Health and shall provide such reasonable assistance as may be necessary.

#### *Portable Appliance Testing*

As a minimum the Contractor shall ensure, portable appliance testing ('PAT') is implemented and carried out in accordance with the Code of Practice for In-service Inspection and testing of Electrical Equipment published by the Institution of Electrical Engineers, as amended from time to time. PAT testing shall be risk based. The Contractor shall initiate the frequency of testing based on the risk presented to the Class 1 and 2 electrical and electronic equipment by the working environments within the Facilities.

The Contractor shall test any item of equipment introduced to the Facilities prior to this being used. Once tested, items shall be tagged and logged in accordance with the above regime by the Contractor.

The Contractor is responsible for maintaining a register of portable appliances held on the Facilities, including but not limited to portable items and static items. The Contractor is required to maintain the database containing details of the executed PAT tests. Such testing shall form part of the overall PPM regime.

### *Fire Detection, Emergency Lighting and Fighting Systems*

The Contractor shall test all fire detection equipment and emergency lighting on a weekly basis and in a manner which ensures that every available manual call point shall be activated through the testing period and cyclically at a frequency and at a time to be agreed between the parties in accordance with manufacturer's and installer's Guidance and in line with Legislation and Guidance. The results shall be logged within each location and centrally. All abnormal test results shall be acted upon and the appropriate action shall be in line with the response and rectification times contained in the performance section.

### *Lifts, Hoists, Conveyance Systems and other lifting equipment*

The Authority requires the provision of a maintenance service by the Contractor to the lifts, hoists and conveyance systems and other lifting equipment within the Facilities. The Contractor shall ensure attendance and rectification as soon as reasonable possible, if there are any problems with the system's components, items and panels.

In addition to the maintenance activities, the Contractor shall:

- Ensure that lift cars are taken out of service in the case of dangerous situations
- Ensure the competency of operatives to carry out the work and train site staff in the rescue and freeing of trapped passengers.

### *Security, Access and Intruder Systems*

The Contractor shall maintain the existing CCTV, intruder and access systems, (including any new systems put in place) at the Facilities, to ensure their proper functioning at all times. Any failure to maintain such systems that leads to a weakness in security shall be rectified by the Contractor within the timescale set out in the Payment and Performance Monitoring System (Schedule 4).

### *Building Management Systems (BMS)*

The Contractor shall ensure it operates the BMS systems (if applicable) at the Facilities in a competent, pro-active manner so as to control all of the systems and the internal environment and to maintain a secure and reliable service, at agreed control and operating duties. The Contractor shall monitor any departures from agreed environmental parameters and shall take actions to rectify this.

### *Re-Lamping*

The Contractor shall carry out all necessary re-lamping at the Facilities and shall adopt an organised approach to re-lamping across the Facilities. The Contractor shall ensure that this service is provided to achieve the greatest possible reductions in replacement frequency and cost. The optimum replacement frequencies for lamps shall be determined by the Contractor, whilst maintaining the specified lighting levels in accordance with Guidance embodied within HS(G) 38 Lighting at Work and CIBSE publication LG03: 1996 Areas for visual display terminals (as amended from time to time).

The Contractor shall take cognisance of the impact that lighting control systems have on the life expectancy of lamps. The Contractor shall advise the Authority regarding the enhancement and expansion of lighting control systems.



Luminaires and light fittings shall be kept in good repair by the Contractor and shall be cleaned and maintained to ensure optimum performance.

The Contractor shall ensure all lamps, tubes, and all emergency lighting shall be fully operational at all times, subject to response and rectification times set out in the Payment and Performance Monitoring System (Schedule 5).

In instances of reactive lamping, the Contractor shall take into account the need to ensure electrical safety when replacing lamps.

#### *Duct Maintenance*

The Contractor shall maintain and clean all ducts, shaft, risers and associated ventilation. The Contractor shall comply with the HVCA guide to good practice – cleanliness of ventilation systems TR17/2 (as amended from time to time).

#### *Catering equipment*

The Contractor is required to maintain the fixed catering equipment as part of this maintenance service. The Contractor is required to advise the Authority about a replacement strategy of the fixed catering equipment, in close liaison with the catering service provider.

#### *External maintenance*

The Contractor is required to provide Maintenance Services to the external environment at the Facilities. The external maintenance requirements include:

- External furniture and fixtures
- External lighting
- Irrigation systems.

#### *General Requirement*

The Contractor shall be responsible for servicing and maintaining all equipment and systems within the Facilities inclusive of the supply of all disposable items and service components.

Where the Contractor enters a maintenance agreement with a supplier of specialist equipment, that agreement shall not continue beyond the Contract Period.

An item of equipment that, at any time, is found to be defective or has failed and so poses a hazard, in the reasonable opinion of the Authority shall be immediately withdrawn from service. It shall be made secure to ensure that it cannot inadvertently be used.

The Contractor shall ensure that standards of design, materials, manufacture and construction of equipment obtained to replace equipment that has been damaged or is otherwise unusable shall not be less than that of the equipment it is replacing. Where materials have to be replaced, for whatever reason, the replacement materials must match in every way the specification, quality, performance, and appearance of the original materials in their final location.

The Contractor shall ensure that the operation of plant, machinery and equipment are properly supervised by qualified staff and that these persons are available on an

appropriate rota system at all times, day or night, on every day throughout the year, including bank and public holidays to deal with any emergency that may arise, whether as a result of a failure or otherwise.

During the operation of the Facilities, the Contractor shall be responsible, at its own cost, for the repairs and reinstatement of any accidental or deliberate damage caused.

The Contractor is required at all times to provide staff having skills, qualifications and experience commensurate with the maintenance services to be provided. The Contractor shall ensure all staff are in possession of appropriate skills and qualifications through documented training programmes and that these skills are maintained at an appropriate level by the Contractor employing an adequate training regime throughout the Contract Period.

The Contractor shall ensure that the qualifications and training of staff meets all relevant requirements of Legislation for delivery of the Maintenance Services. As a minimum the qualification requirements of the maintenance team (including both staff and relevant sub-contractors) should include:

- Formally qualified mechanical engineer (CIBSE, IMechE or other)
- Formally qualified electrical engineer (IEEE or other)
- Building surveyor (RICS).

### ***Reporting Requirements***

No later than one Month prior to The Commencement Date and every five year anniversary of that date, the Contractor shall submit a 5 Year Schedule of Programmed Maintenance Plan to the Authority for approval.

The Contractor must on an annual basis, produce a Schedule of Programmed Maintenance Plan for each of the Facilities as part of the latest version of the 5 Year Schedule of Programmed Maintenance. The Schedule of Programmed Maintenance must be submitted to the Authority in accordance with this Agreement.

The contents of this Schedule of Programmed Maintenance Plan for each Facility must be agreed in advance by the Authority. As part of its Schedule of Programmed Maintenance Plan, the Contractor shall provide a structured approach for dealing with the lifecycle replacement, breakdown, repair maintenance and a schedule of response times for the various categories of work.

The Authority requires the Contractor to report all annual service inspections, maintenance checks, etc for the purpose of a building audit over the Contract Period. This information shall be submitted to the Authority within 3 Months of the start of the second Contract Period and annually thereafter.

As part of the Quarterly Performance Monitoring Report the Contractor shall provide in relation to section 1.29 the following:

- Progress update on the a Schedule of Programmed Maintenance Plan for each Facility;
- The results of any non-compliant measurements that have been recorded by the Contractor, with actions identified for rectification;
- Any breaches of relevant Legislation and Guidance;
- Any failures to meet the required Performance Standards of section 1.29.

## **1.30 Cleaning**

### ***Required Outcome***

The Contractor shall clean the Facilities in such a way as to maintain a healthy and safe environment for all Users allowing for efficient and effective operational use of the Facilities and promoting a positive image of the Facilities at all times. The Facilities must be 'visibly clean' at all times.

For clarification, the required outcomes to be ensured by the Contractor include, but are not limited to, the following at all Facilities:

- To keep the entrance to the Facilities safe, tidy and clean;
- To clean glazing inside and outside to maintain its transparency and appearance;
- To keep toilets odour free, sanitary and clean for use;
- To keep all other sanitary equipment and other sinks and fittings in a clean, hygienic condition for use;
- Hard and soft floors (including stairs and landings) to be kept clean, tidy and safe;
- To ensure that there are no areas of standing water within the changing facilities;
- To maintain the appearance of hard and soft floors (including stairs and landings);
- To provide continuous consumable supplies when the Facilities are in use;
- To keep all other surfaces clean, including all painted surfaces, walls, ceilings, vertical tiled surfaces and doors;
- To keep all furniture, equipment, fixtures and fittings clean, including blinds and curtains, light fittings and diffusers, and telephone handsets;
- To avoid overflowing of waste receptacles internally, and to keep their exteriors clean;
- To dispose of waste hygienically and safely;
- Perform emergency cleaning;
- To remove graffiti in line with the Authority's policy on removal;
- Ensure outdoor areas and car parks are litter free;
- To provide each changing area and toilet area with a schedule of inspection.

### **Performance Standards**

The Contractor shall provide to the Authority prior to the Commencement Date, for each Facility, a cleaning Method Statement and cleaning programme.

The Contractor is required to provide a cleaning service in accordance with the agreed cleaning programme located within the Contractor's Service Delivery Proposals.

The Performance Standards relating to routine and reactive cleaning will have deemed to be met in a particular area, where the Contractor has carried out the cleaning tasks at the required frequency in accordance with the Contractor's Method Statement for cleaning and in accordance with the requirements of the Authority.

The following standards are required to be met by the Contractor:

#### **a) Routine Cleaning**

- Interior floors and mat wells by entrances must be kept free of litter, loose dirt, debris, scuffmarks, spillages, grease and other soiling;

- Inside and outside of all interior and exterior doors and glazing (including all window sills, metal fittings and associated fittings) in windows must be kept free of loose dust, dirt, smears, finger-marks and other marks (including graffiti) or deposits;
- All urinals, splash plates, baby changing equipment, WC pans and pedestals, including tops and undersides of WC seats and lids, associated piping and surrounding edges must be disinfected and free of ingrained and loose dust, dirt, grease, smears, finger marks and other marks (including graffiti), deposits, stains or accumulations. All surfaces must be dried to enhance appearance and to reduce risk of bacterial load;
- All other sanitary equipment and other sinks and fittings must be disinfected and visibly free of ingrained and loose dust, dirt, grease, smears, finger marks and any other marks (including graffiti), deposits, stains or accumulations. All surfaces must be dried to enhance appearance and to reduce the risk of bacterial load;
- All floors, skirting, treads, risers, mats must be kept free of litter, loose dirt, debris, standing water, spillages, grease and any other soiling;
- Floors must be periodically treated so that they are kept free of ingrained dirt, stains, marks and smears;
- Toilet rolls, towels, sanitary towels, bar and liquid soap etc. must be replenished to meet daily needs;
- All other furniture, surfaces, walls, blinds, curtains, light fittings and diffusers must be clean and free from all dust, loose, particulate and impregnated dirt, foreign matter, smears, stains, and scuff marks;
- Bins and other waste receptacles must be emptied when full or producing odour and relined with a new bin liner. The exterior of all bins and waste receptacles should be free of dust, dirt, smears, finger marks and any other marks (including graffiti) or deposits;
- The external areas should be free from litter and foreign matter such as stones, brick and glass;
- Litter or rubbish must be contained securely, taken to the building's designated refuse collection points and stored hygienically and tidily for removal by others. Wet waste and, for instance, lamp replacements must be immediately taken to a safe storage area. Other specialist waste should be disposed of in a safe manner, including chemicals, biological waste, metal cut-offs, filings and swarf, wood chippings and sawdust;
- Wet waste and sanitary waste shall be disposed of appropriately;
- All internal and external surfaces must be kept free of graffiti, including furniture fittings and equipment and all external areas. Offensive graffiti must be removed immediately and all other graffiti removed within one day of being observed. Graffiti that is in an area where it cannot be easily removed may be covered in-situ as a temporary measure, for up to 3 Business Days, following notification to the Authority Contracts Manager beyond which graffiti should be removed and the area brought back to its acceptable condition standard in its permanent state.

For clarification, these Performance Standards will have deemed to have been met in a particular Facility, where the Contractor has carried out the cleaning tasks at the required frequency in accordance with the Contractor's agreed Method Statement for cleaning and in accordance with the Authority's requirements for cleaning set out in this section 1.30.

## **b) Reactive Cleaning**

Any breach by the Contractor of the cleaning requirements resulting in;

- a breach of health and safety Guidance and/or Legislation;
- immediate damage to the Facilities;
- risk of personal injury; or
- the reasonable expectations of Users in accordance with Good Industry Practise, will be treated as a Performance Failure and must be rectified by the Contractor within the relevant Rectification Period as set out in Schedule 4 of this Agreement.

### ***Measurement***

The Contractor shall monitor the frequency and completion of routine cleaning tasks as required for each Facility, as well as the occurrence of reactive cleaning tasks and the time period for containment and rectification from initial notification.

### ***Reporting Requirements***

The Contractor shall provide to the Authority prior to the Commencement Date for each Facility a cleaning Method Statement and cleaning programme.

As part of the Quarterly Performance Monitoring Report the Contractor shall provide in relation to section 1.30 the following:

- Any breach by the Contractor of the routine and reactive cleaning standards set out in section 1.30;
- Cleaning reports on the frequency and completion of any reactive cleaning tasks for all Facilities.

## **1.31 Environmental Management & Utilities**

### ***Required Outcome***

The Contractor shall operate the Facilities in an environmentally sensitive and sustainable manner, to reduce energy consumption, minimise chemical usage, recycle appropriate non-hazardous wastes and contribute to the objectives of the Authority's environmental strategy policy, as set out in Schedule 7.

The Contractor shall have a clear policy and implement effective operational practices that demonstrably have a positive effect on the environment. The Contractor shall;

- Reduce the use of environmentally harmful chemicals;
- Dispose of such chemicals and materials in ways which avoid pollution;
- Reduce CO2 emissions;
- Maximise energy conservation;
- Maximise water recycling opportunities;
- Maximise recycling and reducing waste;
- Implement a green transport plan (for staff and Users);
- Provide a training and awareness raising programme for staff and Users;
- Demonstrate how existing sustainable practices are to be continued, extended and energetically promoted to staff and Users.

The Contractor shall provide details within its Service Delivery Proposals regarding how it will seek to achieve the Authority's requirements for environmental management and utilities.

In relation to Utilities, the Contractor is responsible for the provision of, and payment for, appropriate services at the Facilities.

### ***Performance Standards***

#### ***Environmental Management***

The Contractor shall establish an Environmental Management Plan for approval by the Authority within the first 6 Months following the Commencement Date that sets clear targets for achievement at each of the Facilities against its policy and Service Delivery Proposals. This Environmental Management Plan shall then be updated with new targets and submitted to the Authority for approval on an annual basis.

When disposing of waste refuse, the Contractor should conform to the requirements of the Authority's Environmental Strategy.

The Contractor must actively seek to reduce CO2 emissions from the Facilities.

All certificates evidencing environmental standards should be on display by the Contractor in the reception area of each Facility.

The Contractor must operate the Facilities in accordance with the agreed Environment Method Statement and the agreed annual Environmental Management Plan detailed within the Contractors Service Delivery Proposals in pursuit of the Authority's Environmental Strategy Targets.

#### ***Utilities and Services re-charges***

The Contractor is responsible for the provision of, and payment for, appropriate services at all the Facilities. Where the Contractor is sharing the use of a building then service re-charges will be payable under the terms of the lease.

### ***Reporting Requirement***

An Environmental Management Plan shall be submitted by the Contractor to the Authority within 6 Months of the Commencement Date and on an annual basis three Months prior to the commencement of each subsequent Contract Year.

## **1.32 Major Incidents**

### ***Required Outcome***

The Contractor shall ensure the Authority is aware of major incidents. A major incident includes;

- accidents or incidents, such as fatalities;
- severe injury as defined by RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrence Regulations, 1995) or death occurring at the Facilities;
- assault on Users;
- significant or frequent theft of property;

- significant problems relating to security, including vandalism;
- major damage or failure to plant or equipment;
- industrial action;
- closure or any other issue likely to be of interest or concern to the Authority and Users.

If there is a major incident, the Contractor shall ensure compliance with the procedure set out below.

### ***Performance Standards***

The Contractor shall ensure records of all major incidents and actions taken are to be made available for inspection by the Authority at any time.

The Contractor shall ensure in the event of any major incident the Authority Contracts Manager is contacted by telephone at the earliest opportunity (within one hour), followed by a full report by email within 76 hours of the incident.

The objectives of this procedure which the Contractor shall follow are to:

- Re-assure the public;
- Ensure the Authority is fully briefed on the incident;
- Ensure that any critical action identified as a result of the incident can be progressed by the appropriate party;
- Minimise the likelihood of a repeat incident; and
- Enable the Authority to respond competently to enquiries.

### ***Measurement***

The Contractor shall maintain a log of all major incidents and their response to them which can be requested by the Authority for review at any time.

### ***Reporting Requirements***

The Contractor shall maintain an up to date log of all major incidents and it's response to them.

Within three Business Days following any major incident, a full account of the actions taken and the implications for future training will be provided by the Contractor to the Authority Contracts Manager. In the event of the Authority or its insurers wishing to undertake an investigation, then the Contractor will fully comply with any reasonable requests for information or staff attendance at such an inquiry.

## **Part 1D – Reporting Requirements**

### **1.33 Reporting Overview**

#### ***Required Outcome***

The Contractor shall provide the reports as required by this Agreement and in relation to this Services Specification as summarised in the tables under sections 1.33 – 1.36.

#### ***Performance Standards***

The Contractor shall ensure there is in place at all times a clearly defined responsibility chain for implementing, monitoring and reviewing Service Delivery Proposals. The Contractor is required to provide one overall Contract Manager to be its representative for the Facilities operated on behalf of the Authority. The Contract Manager shall consult with the Authority Contracts Manager as often as may reasonably be necessary for the efficient provision of the Services and attend monthly meetings.

The Contractor will be required to attend monthly meetings with the Authority Contracts Manager in order to discuss any operational issues. The Contractor shall also have regular dialogue with a range of partners as applicable to deliver the Services.

The Contractor will also be expected to attend and report to Authority relevant committees, boards and scrutiny meetings, where requested by the Authority Contracts Manager.

The Authority is entitled to share any relevant reports with partners as necessary. The Contractor should therefore identify on submission of reports anything which they would not wish the Authority to share with relevant partners.

Transparency Code Legislation: The Authority publishes data to meet transparency code legislation on its open data platform [www.yorkopendata.org](http://www.yorkopendata.org). On this platform are links to the Authority's procurement practices and current procurements (through [www.yortender.co.uk](http://www.yortender.co.uk)) as well as various other datasets to show the Authorities commitment to transparency.

In the continuing interests of the Authority and public sector commitment to transparency, the Contractor must be aware of the Transparency Code legislation (which is aimed and focussed at local councils), and acting in the spirit of the legislation, by providing as many datasets as possible in to the public domain through the city's open data platform.

In addition, formal quarterly meetings between the Authority and Contractor will be required to review all the reports required under this Agreement.

The Contractor shall ensure where relevant the reports include full disclosure of sub-contractor information as well as Contractor information. Any Plans should include specific sections covering all Facilities.

#### ***Reporting Requirements***



All reporting as summarised under the tables in the following sections:

- 1.34 – Annual Reporting;
- 1.35 – Quarterly Performance Monitoring Reporting;
- 1.36 – Adhoc Reporting.

### 1.34 Annual reporting

The Contractor shall ensure the following annual plans, programmes and/or reports are submitted to the Authority as per the details set out in the Annual Reporting Table below:

<b>ANNUAL REPORTING</b>		
<b>Services Specification Section</b>	<b>Report Title</b>	<b>Contractor Submission Date to the Authority</b>
1.5	Book stock information & policy	Book stock information & policy to be updated annually at the start of each Contract Year
1.13	Pricing Schedule	3 Months prior to The Commencement Date and on an annual basis 3 Months prior to the commencement of each Contract Year.
1.15	Annual Programmes of Events and Activities	1 Month prior to the Commencement Date and on an annual basis 1 Month prior to the commencement of each subsequent Contract Year.
1.17	Fire safety risk assessments and Electrical Certificates for each Facility	Prior to The Contract Commencement and on the commencement of each subsequent Contract Year.
1.17	Contractor's Health and Safety Manual, including NOP's and EAP's.	Prior to The Commencement Date for each Facility, and on an the commencement of each subsequent Contract Year.
1.18	Equipment and Stock Inventory (Clear separate inventory for each Facility)	Within 1 Month following The Commencement Date for each Facility and on the commencement of each subsequent Contract Year.
1.24	Annual Service Delivery Plan	1 Month prior to the Commencement Date and 2 Months prior to the commencement of each subsequent Contract Year.
1.25	Audience Development Plan	Prior to The Contract Commencement Date and 2 Months prior to the commencement of each subsequent Contract Year.
1.26	Accredited Archives Service Status and Quality Assurance and Continuous Improvement Plan	Within 2 years of the Commencement Date and annually thereafter.

<b>ANNUAL REPORTING</b>		
<b>Services Specification Section</b>	<b>Report Title</b>	<b>Contractor Submission Date to the Authority</b>
1.27	Customer Care Feedback and Annual User Survey Summary Results and Report	Within 3 Months of the start of the second Contract Year and annually thereafter.
1.29	Schedule of Programmed Maintenance for each Facility (including grounds maintenance and Lifecycle works)	To be submitted in accordance with clause 10 of the Agreement.
1.31	Environmental Management Plan	Within 6 Months of the Commencement Date and on an annual basis three Months prior to the commencement of each subsequent Contract Year.
n/a (see below*)	Annual Services Summary Report	Within 1 Month of the start of the second Contract Year and annually thereafter.

\*The Annual Services Summary Report noted in the above Annual Reporting Table, shall as a minimum provide a summary of the results and recommendations set out from that Contract Periods' Quarterly Monitoring Reports, reporting on performance against the annual plans and programmes agreed prior to the commencement of the relevant Contract Year.

### **1.35 Quarterly Performance Monitoring Reporting**

The Contractor shall submit to the Authority within 20 Business Days of the start of each Quarter for the previous Quarter, for all Contract Periods, a Quarterly Performance Monitoring Report as described within this section, and a completed KPI machine report as per the agreed template at Annex 5.

The Contractor shall ensure the Quarterly Performance Monitoring Report includes as a minimum, for each Facility, details on all the Performance Standard reporting requirements set out in this Services Specification and as summarised in the Quarterly Performance Monitoring Report Table below.

The Contractor shall ensure information submitted as part of the Quarterly Performance Monitoring Report is where applicable broken down at each Facility into Monthly data.

The Contractor shall submit the Quarterly Performance Monitoring Report as per the pro-forma template provided as part of the Contractors Service Delivery Proposals.

The Contractor shall ensure the Quarterly Performance Monitoring Report is concise and provides a maximum two page summary on each of the report areas identified below in the Quarterly Performance Monitoring Report Table.

The Contractor shall ensure when submitted to the Authority the Quarterly Performance Monitoring Report contains details of any failures to meet the Performance Standards as set out in this Services Specification. Where regular

failure has/is occurring against Performance Standards the Quarterly Performance Monitoring Report shall also set out clear actions for rectification by the Contractor.

The Contractor shall ensure a key performance indicator assessment is completed in accordance with Schedule 4 (Payment and Performance Monitoring System) and that this shall be included as an Annex to the Quarterly Performance Monitoring Report submitted by the Contractor.

<b>QUARTERLY PERFORMANCE MONITORING REPORT</b>		
<b>Services Specification Section</b>	<b>Performance Standard to be covered in report</b>	<b>Quarterly Performance Monitoring Report to include as a minimum:</b>
1.4 – 1.12	Spaces & Places Reading Information Digital Health & Social Care Learning & Skills Culture Archive & Local History Promoting Inclusion	<ul style="list-style-type: none"> <li>- A progress update on the Annual Service Delivery Plan including all the core offers;</li> <li>- A log of all instances where the deadlines for delivery of the Plan actions have not been met;</li> <li>- Any failures to deliver the Performance Standards set out in section 1.4 to 1.12.</li> </ul>
1.13	Pricing Requirements	<ul style="list-style-type: none"> <li>- Any failure to meet Performance Standards of section 1.13.</li> </ul>
1.14	Opening Hours	<ul style="list-style-type: none"> <li>- Provide a schedule of the planned opening hours for each facility.</li> <li>- Any failure to meet the Minimum Opening Hours at each Facility: <ul style="list-style-type: none"> <li>o City Centre Library</li> <li>o 3 x Library Learning Centres</li> </ul> </li> <li>- Any failure to meet the total combined minimum opening hours for the Gateway Libraries, Reading Cafe and mobile library.</li> <li>- Any unplanned closures or part Facility closures.</li> </ul>
1.15	Programme Of Use	<ul style="list-style-type: none"> <li>- Activity breakdown against the Programme Of Use (Events and Activities) for each Facility. Including; activity usage and any failure to meet section 1.15 Performance Standards.</li> </ul>
1.16	Booking Systems	<ul style="list-style-type: none"> <li>- Any failures to meet the Performance Standards set out in section 1.16.</li> </ul>
1.17	Health and Safety Management	<ul style="list-style-type: none"> <li>- A summary of all accidents and incidents that have occurred at the Facilities in that period.</li> <li>- Any failures to meet the Performance Standards set out in section 1.17.</li> </ul>
1.18	Equipment and Stock	<ul style="list-style-type: none"> <li>- Any failures to meet the Performance Standards set out in section 1.18.</li> </ul>

<b>QUARTERLY PERFORMANCE MONITORING REPORT</b>		
<b>Services Specification Section</b>	<b>Performance Standard to be covered in report</b>	<b>Quarterly Performance Monitoring Report to include as a minimum:</b>
1.19	Access	- Any failures to meet the Performance Standards set out in section 1.19.
1.20	Legislation	- Any failures to meet the Performance Standards set out in section 1.20.
1.21	Building Management	- Any failures to meet the Performance Standards set out in section 1.21.
1.22	CCTV and Security	- Any failures to meet the Performance Standards set out in section 1.21.
1.23	Staffing	- Details of any failures to meet the Performance Standards set out in section 1.23.
1.24	Annual Service Delivery Plan updates	- A progress update on Annual Service Delivery Plan; - A log of all instances where the deadlines for delivery of the Plan actions have not been met; - Any failures to deliver the Performance Standards set out in section 1.24.
1.25	Audience Development Plan Progress Update	- Report on progress against the Audience Development Plans - A log of all instances where the deadlines for delivery of the plan actions have not been met; - Any failure to meet the required Performance Standards set out in section 1.25.
1.27	Customer Care, Complaints and Feedback	- Details of all comments, compliments and complaints received in the past quarter. - Details of any failures to meet the Performance Standards set out in section 1.27.
1.28	Catering and Vending	- Any catering complaints, and any actions taken, and make recommendations to the Authority Contracts Manager on how to resolve on-going issues; - Updates on the Food Hygiene Rating Scheme results, ensuring a minimum rating of 3 (satisfactory) is maintained as a minimum at all Facilities; - Any failure to maintain the required Performance Standards set in section 1.28.

<b>QUARTERLY PERFORMANCE MONITORING REPORT</b>		
<b>Services Specification Section</b>	<b>Performance Standard to be covered in report</b>	<b>Quarterly Performance Monitoring Report to include as a minimum:</b>
1.29	Maintenance of Buildings, Plant and Equipment	<ul style="list-style-type: none"> <li>- Progress update on the Annual Schedule of Programmed Maintenance Plan for each Facility;</li> <li>- The results of any non-compliant measurements that have been recorded by the Contractor, with actions identified for rectification;</li> <li>- Any breaches of relevant Legislation and Guidance;</li> <li>- Any failures to meet the required Performance Standards of section 1.29.</li> </ul>
1.30	Cleaning	<ul style="list-style-type: none"> <li>- Any breach by the Contractor of the routine and reactive cleaning standards set out in section 1.30;</li> <li>- Cleaning reports on the frequency and completion of any reactive cleaning tasks for all Facilities.</li> </ul>
n/a	Operational Expenditure and Income update (Schedule 9 – Base Case)	<ul style="list-style-type: none"> <li>- An updated Base Case (Schedule 9) operational expenditure and income updated model. This should show the actual income and expenditure figures for the Months that have passed under the Contract Year along with the ongoing projections for the remaining Contract Period.</li> </ul>

### 1.36 Adhoc Reporting

The Contractor shall ensure the following plans, programmes and/or reports are submitted to the Authority by the specified date in the Adhoc Reporting Table below, or a date to be agreed in writing between the Authority and the Contractor:

<b>ADHOC REPORTING</b>			
<b>Services Specification Section</b>	<b>Report Title</b>	<b>Frequency</b>	<b>Contractor Submission Date to the Authority</b>

<b>ADHOC REPORTING</b>			
<b>Services Specification Section</b>	<b>Report Title</b>	<b>Frequency</b>	<b>Contractor Submission Date to the Authority</b>
1.11	Archives and Local History Collections Policy	Update the Authority's Archives and Local History Collections Policy for approval by the Authority within one year of the commencement of the Contract and every three years thereafter	12 months after the Commencement Date
1.14	Opening Hours	As required	Within 24 hours, of any unplanned Facility closure, including part closure.
1.17	Facility accidents, incidents and evacuations reportable under the RIDDOR regulations	As required	Within 24 hours of that accident or incident occurring at a Facility.
1.17	Inspections or visits made by Environmental Health Officers, the Health and Safety Executive and any other person or body who, in the proper execution of their duties, requires or is entitled to access to the Facility	As required	Within 24 hours of such inspection or visit at a Facility.
1.21	(Building Management) Water Safety Risk Assessment	Bi-Annual or sooner if change of plant or use	Within 1 Month of the Commencement Date and Bi-annually thereafter
1.29	5 Year Schedule of Programmed Maintenance for each facility (including grounds maintenance and Lifecycle works)	Every 5 years	One Months prior to The Commencement Date for each Facility and every fifth anniversary of that date.

**ADHOC REPORTING**

<b>Services Specification Section</b>	<b>Report Title</b>	<b>Frequency</b>	<b>Contractor Submission Date to the Authority</b>
1.32	Major Incidents	As required	any major incident the Authority Contracts Manager is contacted by telephone at the earliest opportunity (within one hour), followed by a full report by email within 76 hours of the incident

## **The Facilities are not required to be open on Christmas Day, SERVICES SPECIFICATION – ANNEX 1**

### **Minimum Opening Hours**

The Contractor must maintain at least the specified Minimum Opening Hours at each Facility as set out in table 1 below. For the avoidance of doubt these are the minimum staffed opening hours and longer opening hours can be adopted.

**TABLE 1:**

<b>Type of Library</b>	<b>Library</b>	<b>Minimum Opening Hours per week</b>	<b>Opening days</b>
City Centre Flagship Library	York City Centre	66 hours/ week	7 days a week opening
Library Learning Centre	Acomb	50.5 hours/ week	6 days a week opening
Library Learning Centre	Burnholme	66 hours/ week	6 days a week opening
Library Learning Centre	Clifton	30 hours/ week	6 days a week opening
Library Gateways	Bishopthorpe Copmanthorpe Dringhouses Dunnington Fulford Haxby Huntington New Earswick Popperton Strensall Rowntree Park Reading Cafe	260 hours/ week	Various, but minimum of 4 days opening a week at each library
Mobile Library	Mobile	10 hours/week	5 days a week
Virtual Library	Online	24/7	

Boxing Day and  
New Year's Day.

On other bank holidays, the Facilities may be opened for a reduced number of hours to be agreed with the Authority at least four weeks prior to the relevant bank holiday and publicised at least two weeks prior to the change.

Extended opening hours at weekends may be required to facilitate events. The Contractor will be expected to adjust opening times as necessary to facilitate event use by community partner groups



## **SERVICES SPECIFICATION – ANNEX 2**

### **Authority Weekly Programming Requirements**

The following activities / User groups have existing arrangements at the Facilities which must be continued by the Contractor at the Commencement Date of this Agreement.

<b>Library Facility</b>	<b>Club/Name</b>	<b>Activity</b>	<b>Day/Time</b>
City Centre	ADULT LEARNING	See Annex 3	
Acomb	ADULT LEARNING	See Annex 3	
Clifton	ADULT LEARNING	See Annex 3	
Burnholme	ADULT LEARNING	See Annex 3	
Burnholme	Community Church	See lease	
Burnholme	Other tenants	See leases	

## **SERVICES SPECIFICATION – ANNEX 3**

### **York Learning Requirements**

#### **Partnership Approach**

The Contractor and York Learning will work in partnership to increase visibility and opportunities for learning. Leading to a path of greater opportunity for residents in being part of their community and improved prospects. The partnership aspires to create a library and learning environment that co-exist and is inter-joined in staffing approaches. For example, if a learner asks a librarian where their class is they are greeted and advised where to go and advised if they have the wrong day\time etc. or taken to someone who can find out for them, on the flip side, if a York Learning staff member is approached by a member of the public regarding returning books (for example) they will be advised where to return them to or the books taken from them to be given to library staff when next in or available. This gives the customer a joined up approach and avoids frustration at being surrounded by people but with no one assisting them.

#### **Delivery of Learning in Libraries**

York Learning are integrated into the library Facilities at; York, Acomb, Clifton and Burnholme, with some York Learning staff being permanently based from the libraries. Where this is the case, the Contractor will provide 'Exclusive Use' of certain areas of the Facilities to accommodate York Learning. These are shown in the table 1 below.

The IT and learning rooms are essential for York Learning to deliver their learning programme and a longstanding arrangement is in place that will require the Contractor to provide a minimum number of room bookings (including the IT rooms) per week per facility to York Learning free of charge. The minimum hours per week are set out in table 1 below.

The IT and learning rooms within the libraries are used to deliver York Learning's programme and tend to run to a school academic year. Starting the first week of September, most don't run during half terms, finish at least one week before the Christmas break, close the whole of the Easter Break and usually finish in June/July. Specific learning programmes can be different and therefore the Contractor will need to work very closely with York Learning to ensure the rooms bookings are planned well in advance and to an agreed protocol.

Delivery of learning in Library Learning Centres requires an IT room with 13-14 fixed PCs which are incorporated in a way that enables the room to be multi functional with the recognition that over time these requirements may change.

York Learning require display space for Inspiration exhibition and Community Arts Projects equal to 20 working days by agreement in any academic year.

#### **Booking Protocol**

The Contractor must provide free of charge to York Learning 190 number of hours access to room bookings within York, Acomb and Clifton Library as set out in Table 1 below. For the avoidance of doubt any Burnholme room bookings made by York Learning are chargeable.

The Contractor will expect from York Learning the schedule of room bookings three times a year as follows:

- Autumn Term (September to December)
- Winter Term (January to April)
- Spring Term (May to August)

These schedules must be provided to the Contractor at least 12 weeks prior to the start date of the term e.g. For the Autumn Term (starting 1 Sept) York Learning would need to provide the room booking schedule by 9 June.

When the Contractor receives the room booking schedule, this must be acknowledged and then written confirmation of the room bookings must be complete within 2 weeks.

Cancellations of room bookings must be communicated to the Contractor as soon as practically possible, to ensure both parties must use best endeavours to programme the rooms efficiently for both organisations.

Where room bookings have been requested over the free of charge allowance, the Contractor can invoice York Learning for the additional room bookings at a community rate negotiated between the parties.

If the Contractor's staff are not able to be presented on site to open up and close the Facilities, the Contractor must allow York Learning the ability to access the Facilities by training the staff to be key holders.

### **Exclusive Use**

The Contractor shall ensure York Learning receive exclusive use of the spaces so defined in Table 1, as these are the administration offices for York Learning.

#### Clifton Library:

Clifton is the base for the IT administration of York Learning courses, where they have daily access to an administrative room, computers and telephone and cabinet storage. Clifton also has three cabinets in the back library office for York Learning's storage for learner laptop and variety of IT teaching resources, back up supplies and printers.

#### York and Acomb Library: No Exclusive use

#### Burnholme:

Burnholme will have a similar administrative base for up to 3 members of staff including storage and access to printers. A lease is in place for this arrangement and York Learning will pay the Contractor the annual rental as per the terms of the lease.

### **Preferential Use**

York Learning will have preferential booking rights for the learning and IT rooms listed in Table 1.

### **Shared Use**

York Learning tutors and managers regularly use the IT rooms within libraries as a hot desking facility to access the Authority's network. Tutors will also visit the library to print off course materials they will need for their next class. This will need to be negotiated between York Learning and the Contractor as the partnership evolves.

**TABLE 1: York Learning Room Bookings Requirements**

Venue	Room	Exclusive Use	Preferential Use	Total Hrs	Chargable
<b>Acomb</b>					
	Room 1	n/a	✓ (29 hrs a week)	75	Free of charge
	Room 3 IT Room	n/a	✓ (31hrs a week)		
	Room 4	n/a	✓ (15hrs a week)		
<b>Clifton</b>					
	IT Room	n/a	✓ (35hrs a week)	39	Free of charge
	Library space (when library closed)	n/a	✓ (4hrs a week)		
	Admin office	✓	n/a		Free of charge
	3 Filing Cabinets in Back Library Room	✓	n/a		Free of charge
<b>York City Centre Library</b>					
	Brierley Room	n/a	✓ (25hrs a week)	76	Free of charge
	Garden Room	n/a	✓ (26hrs a week)		
	Media Room	n/a	✓ (25 hrs a week)		
<b>The Centre@Burnholme</b>					
	Tuesdays – 6 rooms	n/a	✓ (31.5hrs a week)	70	Contractor to invoice York Learning, as per terms of the lease and license
	Wednesdays – 7 rooms	n/a	✓ (38.5 hrs a week)		
	F025 Admin Room	✓	n/a	24/7	

**Review of York Learning requirements**

This annex will be reviewed on an annual basis between the Contractor and Head of York Learning and can only be changed in agreement with both parties.

## SERVICES SPECIFICATION – ANNEX 4

### Authority Pricing Requirements

The Authority pricing requirements in relation to subleases, licences or service level agreements in place, which will also be available in the data room:

<b>Facility</b>	<b>Detail</b>	<b>Price</b>	<b>Expires</b>	<b>Notes</b>
Centre@Burnholme	Sublease to Tang Hall Smart	<b>£3,200</b>	1 June 2021	
Centre@Burnholme	Sublease to York Community Church	<b>£3,200</b>	2021	
Centre@Burnholme	Licence to York Community Church	<b>£8,720</b>	2021	
Centre@Burnholme	Sublease to Nursery	<b>£10,900</b>	2021	
Centre@Burnholme	Licence with United Response	<b>£30,000</b>	2021	
Centre@Burnholme	Sublease to York Learning for one office	<b>£5,063</b>	2021	
Centre@Burnholme	Licence to York Learning for room hire	<b>£19,885</b>	2021	

**SERVICES SPECIFICATION – ANNEX 5**  
**KPI Machine**

Attached as a separate spreadsheet document



# Library Summary Performance Monitoring

No of Indicators = XX | Direction of Travel (DoT) shows the trend of how an indicator is performing against its Polarity over time.  
Produced by the Strategic Business Intelligence Hub

PI ID	PI Name	Collection Frequency	Previous Years			2018/19				Target	Polarity	DoT		
			2016/17	2017/18	2018/19	Quarter 1	Quarter 2	Quarter 3	Quarter 4					
1. Usage Numbers	Lib01	Throughput of visits to all Library Facilities	Monthly	1,025,480	1014173		246,576	546,869	788,893		1.06m	Neutral	Neutral	
	Lib02	Breakdown of visits per Library Facility	Monthly									Info	Neutral	Neutral
		City Centre	Monthly										Neutral	Neutral
		Acomb	Monthly										Neutral	Neutral
		Tang Hall/Burnholme	Monthly										Neutral	Neutral
		Clifton	Monthly										Neutral	Neutral
		Bishopthorpe	Monthly										Neutral	Neutral
		Community Stadium	Monthly										Neutral	Neutral
		Copmanthorpe	Monthly										Neutral	Neutral
		Dringhouses	Monthly										Neutral	Neutral
		Dunnington	Monthly										Neutral	Neutral
		Fulford	Monthly										Neutral	Neutral
		Haxby	Monthly										Neutral	Neutral
		Huntington	Monthly										Neutral	Neutral
		New Earswick/Folk Hall	Monthly										Neutral	Neutral
		Poppleton	Monthly										Neutral	Neutral
		Strensall	Monthly										Neutral	Neutral
Rowntree Park	Monthly									Neutral	Neutral			
Mobile	Monthly									Neutral	Neutral			
Other	Monthly									Neutral	Neutral			
Lib03	ACTIVE LIVES - % of adult residents who have used public libraries in the last 12 months (Survey of 400 residents)	Annual									Info	Neutral	Neutral	
Lib04	Total Number of New Members	Monthly									Info	Neutral	Neutral	
Lib05	Total Number of Issues across all Library Facilities	Monthly									98%	Neutral	Neutral	
Lib06	Number of home library visits	Monthly									Info	Neutral	Neutral	
Lib07a	Total Number of Reservations across all Library Facilities	Monthly									Info	Neutral	Neutral	
Lib07b	Reservation supply time (% supplied within 30 days)	Monthly									Info	Neutral	Neutral	
Lib08a	Total Number of Archive users	Monthly									Info	Neutral	Neutral	
Lib08b	Total Number of Archive Encounters	Monthly									Info	Neutral	Neutral	
Lib09	Total number of website visits	Monthly									Info	Neutral	Neutral	
2. Key Indicators	Lib10	Benchmarking the Authority's relative position in relation to other Unitary Authority's in relation to the TOTAL NUMBER OF VISITS	Annual									Info	Neutral	Neutral
	Lib11	Benchmarking the Authority's relative position in relation to other Unitary Authority's in relation to the TOTAL NUMBER OF ISSUES	Annual									Info	Neutral	Neutral
	Lib12	Agreed Annual Service Delivery Plan	Annual									Y	Neutral	Neutral
	Lib13	% of Implementation of Annual Service Delivery Plan Actions	Annual									90%	Up is Good	Neutral
	Lib14	Agreed Annual Audience Development Plan	Annual									Y	Neutral	Neutral



# Library Summary Performance Monitoring

No of Indicators = XX | Direction of Travel (DoT) shows the trend of how an indicator is performing against its Polarity over time.

Produced by the Strategic Business Intelligence Hub

PI ID	PI Name	Collection Frequency	Previous Years			2018/19				Target	Polarity	DoT	
			2016/17	2017/18	2018/19	Quarter 1	Quarter 2	Quarter 3	Quarter 4				
	<u>Lib15</u>	% of Implementation of Audience Development Plan Actions	Annual								90%	Up is Good	Neutral
3. Financial Performance / Funding	<u>Lib16</u>	Monthly Management Accounts showing actual vs budget for yr to date and annual forecast	Monthly								Info	Neutral	Neutral
	<u>Lib17</u>	Rolling annual cash flow statements	Monthly								Info	Neutral	Neutral
	<u>Lib18</u>	Annual audited financial statements	Annual								Info	Neutral	Neutral
	<u>Lib19</u>	Copies of bank statements	Monthly								+ve balance	-ve is bad	
	<u>Lib20</u>	List of outstanding creditors by length of time when invoice was due for pyt	Monthly								Average creditor payment of 30 days	>30 is bad	
	<u>Lib21</u>	List of outstanding debtors by length of time when invoice was due for receipt	Monthly								Average debtor payment of 30 days	<30 is good	
	<u>Lib22</u>	Annual lifecycle expenditure against plan (actual amounts spent vs planned spend)	Annual								Info	Neutral	Neutral
	<u>Lib23</u>	Amount of external funding generated	Annual								Info	Neutral	Neutral
	<u>Lib24</u>	% of suppliers that are based within CYC boundaries	Annual								Info	Up is Good	Neutral
	<u>Lib25</u>	Number of suppliers that are based within CYC boundaries	Annual								Info	Neutral	Neutral
	<u>Lib26</u>	% of tenders advertised locally as well as nationally, to allow local businesses and social enterprises to compete for contracts	Annual								Info	Up is Good	Neutral
	<u>Lib27</u>	Number of Performance Deduction points issued	Monthly								Info	Neutral	Neutral
	<u>Lib28</u>	Number of resulting financial deductions (£ total)	Monthly								Info	Neutral	Neutral
4. Staffing / Quality	<u>Lib29</u>	Number of Staff	Annual								Info	Neutral	Neutral
	<u>Lib30</u>	Number of Staff FTEs	Annual								Info	Neutral	Neutral
	<u>Lib31</u>	Number of Staff requiring a DBS Compliance Check	Annual								Info	Neutral	Neutral
	<u>Lib32</u>	Number of Staff with a completed DBS Compliance Check	Annual								Info	Neutral	Neutral
	<u>Lib33</u>	Number of Staff employed with a disability	Annual								Info	Neutral	Neutral
	<u>Lib34</u>	Number of Staff employed from BAME groups	Annual								Info	Neutral	Neutral
	<u>Lib35</u>	% of Staff paid York Living Wage	Annual								Info	Up is Good	Neutral
	<u>Lib36</u>	Number of apprentices employed	Annual								2	Neutral	Neutral
	<u>Lib37</u>	Number of apprentices employed following completion of their apprenticeship	Annual								Info	Neutral	Neutral





# Library Summary Performance Monitoring

No of Indicators = XX | Direction of Travel (DoT) shows the trend of how an indicator is performing against its Polarity over time.  
Produced by the Strategic Business Intelligence Hub

Category	PI ID	PI Name	Collection Frequency	Previous Years			2018/19				Target	Polarity	DoT
				2016/17	2017/18	2018/19	Quarter 1	Quarter 2	Quarter 3	Quarter 4			
5. Operations / Employment	Lib38	Total Number of Volunteers at Libraries	Annual								Info	Up is Good	Neutral
	Lib39	Number of Volunteer hours at Libraries per 1,000 population	Annual								Info	Up is Good	Neutral
	Lib40	Number of constituted Friends Groups	Annual								Info	Up is Good	Neutral
	Lib41	% of staff employed locally (defined as living within CYC boundaries)	Annual								Info	Up is Good	Neutral
	Lib42	Provide 2 work experience places per annum for: local school children	Annual								2	Neutral	Neutral
	Lib43	Provide 2 work experience places per annum for: Young People Not in Education, Employment or Training (NEETs)	Annual								2	Neutral	Neutral
	Lib44	Provide 2 work experience places per annum for: Adults with learning disabilities	Annual								2	Neutral	Neutral
5. Events & Activities	Lib45	Annual Events and Activities Plan Agreed	Annual								Info	Neutral	Neutral
	Lib46	Total Number of Events and Activities delivered across all Library Facilities	Quarterly								Info	Neutral	Neutral
	Lib47	Annual Evaluation of Events and Activities	Annual								Info	Neutral	Neutral
6. Energy Management	Lib48	Production and implementation of an agreed annual Energy Management Plan	Annual								Info	Neutral	Neutral
	Lib49	Production and implementation of agreed annual Waste Management Strategy	Annual								Info	Neutral	Neutral
	Lib50	Utility usage – Total gas consumption across all Facilities	Monthly								Info	Neutral	Neutral
	Lib51	Utility usage – Total electricity consumption across all Facilities	Monthly								Info	Neutral	Neutral
	Lib52	Utility usage – Total water consumption across all Facilities	Monthly								Info	Neutral	Neutral
7. Customers and Rectifications	Lib53	Number of Customer Complaints received	Monthly								Info	Neutral	Neutral
	Lib54	% of Customer Comments / Complaints responded to within stated deadlines	Monthly								95%	Up is Good	Neutral
	Lib55	Annual customer satisfaction survey summary	Annual								Info	Neutral	Neutral
	Lib56	Results from Customer satisfaction survey - % Satisfied (Every 3 yrs)	Annual								95%	Neutral	Neutral
	Lib57	CIPFA statistics submitted & PLUS Survey completed (Every 3 yrs)	Annual								100%	Neutral	Neutral
	Lib58	Number of reportable events (RIDDOR) - Across all Facilities	Quarterly								Info	Neutral	Neutral
	Lib59	Total Rectifications	Quarterly								Info	Neutral	Neutral
	Lib60	% of rectifications resolved in time	Quarterly								Info	Neutral	Neutral
	Lib61	% of rectifications requiring an extension	Quarterly								Info	Up is Bad	Neutral
8. ITT	Lib62	Downtime (in hours) of the Public Wi-Fi Network	Monthly								Info	Neutral	Neutral
	Lib63	Downtime (in hours) of the Public People's Network PC's	Monthly								95%	Neutral	Neutral
	Lib64	Downtime (in hours) of the Self Service Kiosks	Monthly								Info	Neutral	Neutral
	Lib65	Downtime (in hours) of the Public Facing Website	Monthly								95%	Neutral	Neutral
	Lib66	Downtime (in hours) of the Library Management System	Monthly								95%	Neutral	Neutral
	Lib67	Report on use of Public Wi-Fi across all Facilities	Monthly								Info	Neutral	Neutral
9. Reson	Lib68	Stock Policy Agreed with the Authority	Annual								Info	Neutral	Neutral
	Lib69	Total Stock (number of items)	Annual								Info	Neutral	Neutral



# Library Summary Performance Monitoring

No of Indicators = XX | Direction of Travel (DoT) shows the trend of how an indicator is performing against its Polarity over time.  
 Produced by the Strategic Business Intelligence Hub

PI ID	PI Name	Collection Frequency	Previous Years			2018/19				Target	Polarity	DoT	
			2016/17	2017/18	2018/19	Quarter 1	Quarter 2	Quarter 3	Quarter 4				
ices	<a href="#">Lib70</a>	Total Stock retired (number of items)	Annual								Info	Neutral	Neutral
	<a href="#">Lib71</a>	Total Stock purchased (number of items)	Annual								Info	Neutral	Neutral
Learning	<a href="#">Lib72</a>	Number of Authority records (box's) in Deep Store	Annual								Info	Neutral	Neutral
	<a href="#">Lib73</a>	Accredited Archives Service Status Achieved and maintained	Annual								Y	Neutral	Neutral
	<a href="#">Lib74</a>	CIPFA Statistics completed for the Archives Service	Annual								Y	Neutral	Neutral
	<a href="#">Lib75</a>	Number of Collections	Annual								Info	Neutral	Neutral
	<a href="#">Lib76</a>	Number of New Collections added	Annual								Info	Neutral	Neutral
	<a href="#">Lib77</a>	Agreed Learning Deliver Plan with Adult Learning	Annual								Y	Neutral	Neutral
Other	<a href="#">Lib78</a>	% of cancelled room bookings from Adult Learning	Quarterly								Info	Neutral	Neutral
	<a href="#">Lib79</a>	Number of insurance claims across all the Facilities	Annual								Info	Neutral	Neutral
ing	<a href="#">Lib80</a>	Attend a quarterly meeting with representatives from across Council Service	Quarterly								6 Service	Neutral	Neutral
	<a href="#">Lib81</a>	GDPR Breaches	Quarterly								Info	Neutral	Neutral



# Part 2 – Maintenance Responsibility Matrix



### **Maintenance Responsibility Matrix**

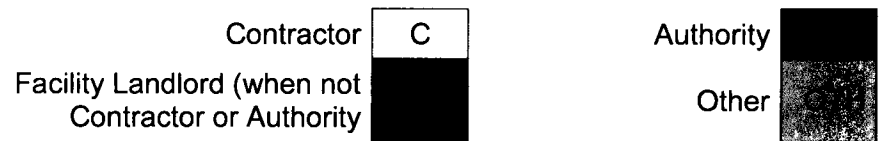
The Authority shall retain the financial responsibility only for those parts of the Facilities and functions where so indicated in this Annex.

The terms maintenance, repair and replacement, set out below, are intended to include all Services to be provided including, for example, inspection, cleaning, servicing, maintaining, decorating, making good, repair, renewal and replacement. The Contractor is responsible for carrying out all maintenance, repair and replacement at the Facilities.

The Authority shall only consider fixed asset replacement once an item has come to the end of its economic or serviceable life. Any decision regarding the need to replace assets which have reached the end of their serviceable life and/or be beyond economic repair will be made by the Authority on submission of a proposal by the Contractor setting out the maintenance regime followed, the comparative costs of repair and replacement, any benefits from the new installation (including revenue cost savings), programme of works, impact of any closure required on delivery of the service (financial and in terms of disruption to operations) and any other matter which would support the case for investment in the Facility.

This Annex should be read in conjunction with clause 11 of the terms and conditions, which sets out the lifecycle process and Part 1 of the Service Specification.

#### **Table Key**



# 1 STRUCTURE AND FINISHES

## 1.1 Foundations

All structural work to walls or wall supports below and including DPCs, underpinning, propping, piles, ground beams, piers, bases and brick or concrete footings.

C

## 1.2 Methane Protection System

Membrane fabric and ancillary apparatus (if provided).

C

## 1.3 Frames

All work to structural members in steel, timber or concrete frame, including ties, bracings, bolts and base plates, excluding any internal finishes which are the responsibility of the LC.

C

## 1.4 Flat and Pitched Roof Areas

All work to roof structures, finishes and verandas including top floor/external ceiling timbers, eaves and verge finishings, catwalks, flashings, fixed gantry systems and fixed ladders, etc.

C

All eyebolts, running lines, gantries, hand rails, etc to fall arrest systems.

C

C

## 1.5 Rainwater Goods

All work to rainwater goods relating to the structure including rainwater tanks, butts and parapet outlets.

C

C

Perimeter and concealed gutters and down pipes.

C

C

## 1.6 Skylights and Roof Lights

Roof lights, skylights, sunshade louvers, lay lights with frames, casings, kerbs, beading, ironmongery and sealants (excluding glazing).

C

C

## 1.7 External Walls

Load bearing, structural and/or framed panelling, curtain wall, translucent blocks/panels, cladding, masonry, stonework, heads, cills, strings, steps, chimneystacks/flues and insulation.

C

<b>1.8 External Surfaces</b>			
Applied surface finishes, including renderings, tile pointing, claddings and expansion joints.	C	C	
<b>1.9 Insulation</b>			
Structural insulation to roofs, walls, floors, etc.	C		
<b>1.10 Floor Structures</b>			
All work to sub floor structures including ducting, below and excluding boards and screeds.	C		
<b>1.11 Staircases</b>			
Staircases and landing structures, including balustrades, handrails and all domestic communal fire escapes, internal and external.	C	C	
<b>1.12 Internal Walls and Partitions</b>			
Internal walls and partitions (excluding applied finishes and glazing).	C	C	
Internal finishes (including tile, sheet, panelling and other finishes, etc.) to walls including plaster work, grouting, glazing to internal partitions and specialist walls (eg. squash courts, mirrors, etc.).	C	C	C
All other wall markings.	C	C	C
<b>1.13 Ceilings</b>			
Ceiling structures.	C	C	
Suspended ceiling structures, including grids, ceiling tiles, plaster repairs and decorative finishes to ceilings.	C	C	C
<b>1.14 Floors</b>			
All fixed floor coverings including screeds, clay/ceramic finishes, etc. Sanding and sealing boards.	C	C	
All other floor coverings including carpets, lino, PVC sheeting etc, with skirtings, nosings, cover and expansion strips, etc.	C	C	C

	All tiling and grouting to floors, expansion joints, etc in wet areas (including shower areas).	C	C	
	All other floor markings.	C	C	C
<b>1.15</b>	<b>Window Frames and Fittings</b>			
	Window frames, borrowed lights with frame casings and architraves.	C	C	
	Ease and adjust windows and fittings, ironmongery and draft stripping and glazing.	C	C	C
<b>1.16</b>	<b>Doors and Fittings</b>			
	Doors and ironmongery, glazing in doors, cutting keys, draught stripping and protectors, including self-closing mechanisms and fire/safety glazing.	C	C	C
	Replacement once the doors have reached the end of their economic /serviceable life.	n/a	n/a	
<b>1.17</b>	<b>Glazing</b>			
	To include all glazing throughout i.e. windows, doors, mirrors, borrowed lights, verandas, partitions and glass block walls.	C	C	C
<b>1.18</b>	<b>Decoration and Protection of External Fabric</b>			
	Cleaning down, preparing and decorating including stopping, filling and priming.	C	C	n/a
<b>1.19</b>	<b>Internal Decoration</b>			
	Cleaning down, preparing and decorating walls, ceilings and all internal wood and metal work usually painted, including plaster repairs, stopping, filling and priming. Washing down, scrubbing and cleaning tiling and other internal finishes requiring maintenance. Redecoration following any repairs or vandalism.	C	C	n/a
	All internal surfaces (for which Contractor is responsible in accordance with this Appendix) to be decorated as in the agreed Maintenance Plan.	C	C	n/a
<b>1.20</b>	<b>Timber Preservation</b>			
	All work associated with the prevention or eradication of wood rot or beetle.	C	C	n/a

**1.21 Pest Control**

Special works carried out to the fabric of a building solely through the need for disinfection (e.g. insecticide spraying, wasp and rodent control).

C

n/a

n/a

**2 MECHANICAL SERVICES**

**2.1 Mechanical Services**

Complete replacement once the systems have reached the end of their economic /serviceable life.

n/a

n/a

All work of testing, adjustment and repair including cyclical maintenance service contracts (including replacement of consumables eg filters, lubricants, etc) of all mechanical plant and equipment as defined below.

C

C

n/a

**2.2 Boilers and Burners**

Whole boiler replacement.

n/a

n/a

LP and MPHW heating and HWS boilers including cleaning access doors, door seals, hinges, fasteners, boiler casing and flue clean brushes. Chimney and flues in boiler houses including dampers, explosion relief doors, draught diverters, flue stabilisers and annual cleaning.

C

C

Forced draught and atmospheric gas fired heating and HWS burners including burner train, flame failure controls, thermostats, gas booster sets & refractories.

C

C

**2.3 Boiler House Ancillary Equipment**

All Equipment including heating circulating pumps, HWS primary and secondary pumps and sump pumps; HWS storage cylinders and calorifiers, isolating valves, pipe work and fittings, thermal insulation, temperature/altitude and oil tank contents gauges; valves and thermal linkages, heating elements, control panel, thermostats and detectors.

C

C

**2.4 Automatic Controls and Boiler House and Plant Room Electrics**

All heating and HWS heating controls, including zone controls, optimum start controls, energy management/pump controls, control panels, detectors, motorised valves and actuators. Any modifications to controls to be undertaken in consultation with CYC and be compatible with CYC's BMS system. Any modifications to be updated in CYC's monitoring station, along with any changes to the graphics on the schematic pages, etc.

C

C



	All alarms including smoke density alarms, including sensors and controls panels; gas detectors, including sensors, control panels, thermal safety devices, thermal links, emergency stop switches and solenoid valves. Mains signalling systems controlling heating and HWS system. General mains power, low voltage and lighting in plant room.	C	C	
<b>2.5</b>	<b>Heating, HWS and General Service Distribution Systems</b>			
	All LP and MPHWS heating, HWS, cold water and gas distribution services including mild steel, copper, polyethylene, ABS and PVC pipe work, valves and fittings at tap, appliance, or service point; feed expansion tanks, cold-water storage tanks, remote HWS storage cylinders and calorifiers, thermal insulation, radiators, natural convector emitters, pipe coils; all external mains distribution services.	C	C	
<b>2.6</b>	<b>Sanitary Fittings</b>			
	All sinks, drainers, washbasins, WC suites, drinking fountains, taps and fittings and pipe work, waste water preventers, cistern ball valves, stop valves, stands and brackets etc in connection with foregoing items.	C	C	C
	Manual and thermostatically controlled shower mixing valves and blenders including strainers, check valves, showerheads and their isolating valves.	C	C	C
<b>2.7</b>	<b>Waste Pipe work</b>	C	C	C
	Cleansing of traps, waste pipes, soil and vent pipes, anti-syphonage pipes, wire balloon guards, including minor repairs and cleaning blockages (externally and internally).			
<b>2.8</b>	<b>Direct Fired Hot Water Units</b>			
	Direct gas fired hot water heating units including flues where appropriate.	C	C	
<b>2.9</b>	<b>Direct Fired Room Heaters</b>			
	Direct gas/oil fired heater units including guards, flues, controls, thermostats, dedicated oil storage tanks, oil contents gauges, oil pipe work services and fittings.	C	C	
<b>2.10</b>	<b>Fan Convector Heaters</b>			
	Fan convector heater casings, grilles, heat exchangers, isolating valves and fittings, remote thermostats.	C	C	

	All internal wiring, external flexes and connections, isolators and switches, and controls, filter elements, fans and motors and cleaning of heat emitting batteries.	C	C	
<b>2.11</b>	<b>Air-Conditioning and Ventilation Equipment</b>			
	Air-handling units including cabinets, heating/cooling coils, heat recovery units, fans, motors, filters, dampers, quadrants damper motors and linkages, ductwork and thermal insulation and acoustic materials; condensing units, compressors, pipe work and fittings; control panels and associated automatic controls; ventilation fans, controllers, controls, grilles, louvres, dampers, ductwork and grease filters.	C	C	
<b>2.12</b>	<b>Other Plant and Equipment</b>			
	CHP equipment and all associated wiring, pipework, fittings, controls, etc.	C	C	
<b>2.13</b>	<b>Special Pump Sets</b>			
	Including sewage pumps, sump pumps, water booster pump sets, fixed pump lifting gear, cleaning or emptying of sewage chambers.	C	C	
<b>2.14</b>	<b>Chimneys / Flues</b>			
	Main chimney structure, including bases, guy ropes, holding down bolts, flanges webs and gussets, cladding and insulation, trims and cowls, cleaning access doors and condense drain points and external protective finishes.	C	C	
<b>3</b>	<b>ELECTRICAL SERVICES</b>			
<b>3.1</b>	<b>Electrical Services</b>			
	Complete replacement once any systems have reached the end of their economic/serviceable life.	n/a	n/a	
	All work of testing adjustment and repair including cyclical maintenance service contracts of all electrical plant and equipment as defined below (including replacement of consumables).	C	C	

**TABLE 1 FOR AUTHORITY OWNED FACILITY**

**3.2 Electrical Installation (General)**

All switchgear and interconnecting cables, protective conduits and trunking and fixings, including labels and circuit lists; fixed sub-circuit wiring and conduit, trunking or other means of mechanical protection including fixings, wiring accessories and conduit boxes and luminaries; central monitoring system satellite/cable TV systems, PA systems, ASB systems, electric doors and methane protection system; replacing lamps, tubes and starter motors.

C

C

Fixed wiring supplying heaters including wall mounted remote thermostats and external controls, isolators and time switches.

C

C

All external lighting within identified site, including columns, floodlights, road lighting, interconnecting wiring and control equipment, time switches and photoelectrical cells.

C

C

All emergency lighting within identified site

C

C

**3.3 Minor Electrical Equipment**

Electrical storage and instantaneous water heating units and shower units, wall or floor mounting including immersion heaters in cylinders. Elements, thermostats, controls, time switches, isolators and final flexible connection to heater.

C

C

Off peak heating units, including electric-air type units, elements, thermostats cut-out controls, internal fans, wiring, refractory blocks, internal thermal insulation, grilles, casings, external controls, thermostats, time switches and final connection to heater units. Fixed wire guards protecting heaters.

C

C

Electric on-peak heating equipment: wall fixed convector heaters, infra-red heaters, blower heaters, panel heaters, tubular heaters including isolators, hand/hair driers, spin-driers, control switches, thermostats and final connections.

C

C

Cleaning of surfaces of canopies and fan apertures.

C

n/a

n/a

Under floor heating cables.

C

C

Ceiling heating systems including all elements, wiring, controls, isolators and thermostats.

C

C

Electric incinerators and macerators including elements, combustion lining, controls, casing, switches and isolators.

C

C

**TABLE FOR HEALTHY OPERATIONS**

**3.4 Hoists, Barriers, Lifting Aids**

Hoist, barrier and passenger or goods lift installation including wiring, controls, doors, guides, motor, gearbox, pulleys, cables, safety equipment and lift car finishes. Electrically operated doors including motors, controls and wiring.

C

C



Replacement of whole passenger lift.

n/a

n/a

**3.5 Specialist Equipment**

Structure, earthing and lightning protection systems.

C

C



Specialist Event audio, video and lighting equipment, with supporting equipment, cabling, etc.

C

C

C

Television and communication aerials, amplifiers outlets and cabling systems, including computer & telecommunications cables (excluding aerial array and coaxial cabling).

C

C

C

**3.6 Alarm, Emergency, Time and Public Address Systems**

Intruder alarms, fire detection or other similar systems including time controls and time clocks.

C

C



All fire detection and alarm system automatic detectors (heat or smoke), break glass pushes, sounders, control and indicator panels, electromagnetic door holders (but excluding door closers). All call bell systems including pushes, reset units, meter and indicator boards, sounders, relays, hand-sets. All intruder alarm system detectors, sounders, alarm lights, control panels, electric override switches and wiring, including CCTV installations, cameras, monitors. All door access systems including pushes, power supply, electric door releases and wiring

C

C

All battery units including batteries, interconnections, cabinets and control equipment used for emergency lighting and alarm systems. All wiring systems associated with these systems including low voltage types. All emergency lighting luminaries including self contained types, operating relays and associated controls

C

C

Fire alarm system.

C

C

4 GENERAL FIXTURES, FITTINGS AND FURNISHINGS			
<b>4.1</b>	<b>Servicing</b>		
	All work of testing, adjustment and repair including cyclical maintenance service contracts of all plant and equipment including those defined below.	C	n/a
<b>4.2</b>	<b>Internal Fixtures</b>		
	Kitchen units, cupboards, shelving, picture rails, coat rails, notice and/or display boards, fixed benches and display cabinets.	C	C
	Internal joinery, locks, floor fittings, spring and panic bolts	C	C
<b>4.3</b>	<b>General Furniture</b>		
	All tables, desks, chairs, cupboards, cabinets, racks, shelving, clocks, bins, notice boards, etc.	C	C
<b>4.4</b>	<b>Reception Fittings</b>		
	All reception desks and security screens.	C	C
	Turnstiles and user control fittings / fixtures (where installed).	C	C
<b>4.5</b>	<b>Changing Area Fittings</b>		
	All cubicles and lockers (including individual and part replacement).	C	C
	Complete replacement set of cubicles and/or lockers.	n/a	n/a
	All benches, vanity units, baby changing units and handrails.	C	C
<b>4.6</b>	<b>Catering, Bar and Kitchen Equipment</b>		
	All fixed kitchen equipment, including servery counters, ovens, ranges, microwave ovens, fryers, boiling pans, steamers, roasting ovens, grilles, refrigerators, freezers, dishwashers, fixed water boilers, sterilising sink heaters, etc., with appropriate specialist floor/wall coverings, ventilation equipment, ductwork, all associated internal controls, heating elements, mixers and water softeners.	C	C

	All vending machines and associated installations.	C	C	C
	All staff-use kitchen and servery furniture, fittings and loose equipment.	C	C	C
	All customer-use catering and bar furniture, fittings and loose equipment.	C	C	C
<b>4.7</b>	<b>Fire Fighting Equipment</b>			
	Portable gas, water and foam extinguishers fire blankets and their containers.	C	C	C
	Fixed hose reels, auto rewind mechanisms and nozzles.	C	C	C
<b>4.8</b>	<b>Blinds, Curtains and Signs</b>			
	All blinds, curtains, curtain tracks, internal signs and external signs.	C	C	C
<b>6.12</b>	<b>IT &amp; Communications</b>			
	All telephone systems and equipment	C	C	C
	All IT systems and equipment supplied by the Authority (Network fibre, switch, hub, Wi-Fi senders etc)			
	All IT systems and equipment supplied by the Contractor	C	C	C
<b>5</b>	<b>EXTERNAL WORKS</b>			
<b>5.1</b>	<b>Roads, Car parks and Paths.</b>			
	Repairs to access paths, courts, patios, pond, steps, fire appliance hard standings, car standings, play areas and roads, including keeping free of litter and graffiti.	C	C	
<b>5.2</b>	<b>Upkeep of Grounds</b>			
	Upkeep and maintenance of defined land and landscaped areas (including ponds) and keeping all areas litter and graffiti free.	C	C	C
	Mature trees and boundary hedges	C	C	C

<b>5.3 External Perimeter Walls, Piers, Gates and Retaining Walls</b>			
On-site, perimeter or boundary walls, piers, fences, gates, screens, retaining walls and car park barriers (unless due to Contractor's failure to carry out minor repairs).	C	C	
<b>5.4 Bins, Refuse Containers, etc.</b>			
Upkeep and maintenance of refuse containers, litterbins, dustbins and their enclosures.	C	C	C
<b>5.5 External Fixtures</b>			
Sign boards, notices, nameplates, flagpoles and other external joinery fixtures.	C	C	C
<b>5.6 Mains Drainage</b>			
Underground drains (foul and surface water), gullies, grease traps and manholes between buildings and sewers.	C	C	
All internal floor gratings, channels, and covers.	C	C	C
Cleansing to the above including clearing blockages promptly.	C	C	n/a
<b>7.7 Utilities provision</b>			
All utilities cable and pipeworks external to the buildings, including gas, electric, water and telephone mains.	C	C	
<b>6 OTHER SPECIAL PROVISIONS</b>			
<b>6.1 Damage</b>			
Any damage caused by the Contractor's staff or sub-contractors to elements which are the responsibility of the CYC.	n/a	C	C
Any damage caused by the Authority's staff or sub-contractors to elements which are the responsibility of the Contractor, only to the extent that such damage would not be covered by the required insurances set out under the Agreement.	n/a		



Any internal damage caused by misuse or vandalism.

n/a

C

C

Any external damage caused by misuse or vandalism, except to doors and windows (which remain Contractor responsibility), only to the extent that such damage would not be covered by the required insurances set out under the Agreement.

n/a



**6.2 Testing of Services and Equipment**

Statutory testing to meet regulations including but not limited to those relating to control of asbestos, legionella, gas & electrical safety, fire risk, lightening, etc.

C

n/a

n/a

All cleaning, sterilisation and certification of domestic water systems inclusive of all water storage vessels in accordance with BS 6700, with copies of the certification forwarded to the Authority's Representative.

C

n/a

n/a

**7.3 Health & Safety**

All health & safety related fittings and appliances.

C

C

C





## **Part 3 – Equipment Inventories**

### **Introduction**

The Equipment inventories listed below are managed in Excel spreadsheets, therefore these have been saved in this format and are available as separate documents.

### **Contents List**

**Part 3A – Library Stock**

**Part 3B - FF&E – Fittings, Fixtures and Equipment**

**Part 3C – ICT Equipment**

### Part 3A – Library Stock

All stock of Library books and other materials as at the service availability date, the approximate number of which is set out in the list below.

This is an illustrative guide to the relative amounts of stock per branch in early 2018. This is not the exact figure for transfer but an approximation to demonstrate the proportion of stock allocation for each location.

Stock Estimate 2017/18	Adult non-fiction	Adult fiction	Children's Fiction	Childrens Non-fiction	Adult Audio	Childrens Audio	Multimedia (e.g. DVD with book)	Reference	Toys	Microbits	Ebooks	E-audio	E-mag's
Acomb	4403	6423	8330	1697	420	166	28	179		10	0	0	0
Askham Grange									0	0	0	0	0
Bishopthorpe	1111	2433	2059	430	101	59	1	66	0	0	0	0	0
Copmanthorpe	665	2463	1723	395	141	31	0	53	0	0	0	0	0
Clifton	2154	7619	3341	698	336	80	6	40	0	10	0	0	0
Dringhouses	947	2359	2038	319	148	45	2	77	0	0	0	0	0
Dunnington	889	1815	1862	280	112	41	0	34	0	0	0	0	0
E-Library	0	0	0	0	0	0	0	0	0	0			
Fulford	842	1728	1790	411	129	36	1	33	0	0	0	0	0
Homestead Park	5	28	212	3	1	0	0	0	0	0	0	0	0
Huntington		3914	2047	353	305	91	3	37	0	0	0	0	0
Haxby	1646	2689	2106	600	233	46	4	76	0	10	0	0	0
Mobile	604	1853	1401	204	134	20	0	9	0	0	0	0	0
New Earswick	552	1737	1406	314	62	9	0	35		0	0	0	0
Poppleton	1150	2627	2346	364	113	49	0	34	0	0	0	0	0
Rowntree Park	392	547	807	197	17	1	0	8	0	0	0	0	0
Strensall	578	1445	1222	407	80	7	0	37	0	0	0	0	0
Sycamore House									0	0	0	0	0
Tang Hall	3168	5224	3954	932	359	120	22	115		10	0	0	0
York	35098	20707	15662	3769	1612	289	119		0	0	0	0	0
Stock Reserve	209	69	61	10	5	30	1	57		0	0	0	0
<b>TOTAL</b>	<b>226159</b>												

Note: Askham Grange and Sycamore House are not in scope but stock shown here for completeness

### **PART 3 - Authorites Equipment Inventories**

Please find on each tab of this spreadsheet a list of Authority equipment that will be available for the Contractor at the Commencement Date of this contract.

Each Library has the following reference:

YO EX - City Centre Library

AC EX - Acomb

BI - Bishopthorpe

CE - Copmanthorpe

CL - Clifton

DR - Dringhouses

FU - Fulford

HU - Huntington

HX - Haxby Mobile

MO - Mobile

NE - New Earswick

PO - Poppleton

RP - Rowntree Park Reading Cafe

SN - Strensall

TH - Tanghall (Now Burnholme)

YORK Library	Name	Quantity (if multiple items)	Item Type	Location
June 2016 Updated	Name			
York	CCTV		electrical goods	
York	Shelving		infrastructure	
York	Dishwasher cafe	1	infrastructure	
York	Coffee machine cafe x 1	1		
York	Freezers x2 + contents cafe	2		
York	Fridge and freezer + contents			
York - Office 1	Desks	2	infrastructure	
York - Office 1	Chairs	3	infrastructure	
York - Office 1	Sofa	2		
York - Office 1	Electric Fire	1	infrastructure	
York - Office 1	Drawers with files inside	2 sets x 3 drawer units		
York - Kitchen	Dishwasher	1	infrastructure	
York - Kitchen	Fridge + contents	1	infrastructure	
York - Kitchen	Water cooler	1		
York - Kitchen	Microwave Oven	1	electrical goods	
York - Kitchen	Flasks	7	catering equipment	
York - Kitchen	Metal Drawers with files inside	1	infrastructure	
York - Kitchen	Large Table	1	infrastructure	
York - Kitchen	Small Tables	3	infrastructure	
York - Kitchen	Chairs	11	infrastructure	
York - Kitchen	Floor Mats	17	specialist equipment	
York - Kitchen	Noteboards	1		
York - Kitchen	Whiteboards	2		
York - Kitchen	Clock	1		
York - Kitchen	Sink Unit	1		
York - Kitchen	Floor Units	3		
York - Kitchen	Wall Units	2		
York - Kitchen	Larder	1		
York - Kitchen	Hot Water Heater	1		
York - Kitchen	Kettle	1		
York - Kitchen	Soap Dispensers	1		
York - Kitchen	Hand Towel Unit	1		
York - Kitchen	Trolley for cups, tea, coffee etc	1		
York - Lendal Room	Desks	5		
York - Lendal Room	Chairs	4		
York - Lendal Room	Whiteboard	1		
York - Lendal Room	Drawer Units	2		
York - Lendal Room	Shelf Units	2		
York - Lendal Room	Fans	2		
York - Lendal Room	Fire Extinguisher	1		
York - Lendal Room	Set of Display Boards	2		
York - Lendal Room	Waste Bins	3		
York - Lendal Room	Blinds	1		
York - Marriott Room	Water Cooler	1		
York - Marriott Room	Fans	2		
York - Marriott Room	Tables	22		
York - Marriott Room	Chairs	58	infrastructure	
York - Marriott Room	Waste Bins	2		
York - Marriott Room	Shelving Units	3		
York - Marriott Room	Desk	1		
York - Marriott Room	Display Panel Sets	6		
York - Marriott Room	Chair Remover	1		
York - Marriott Room	Window Blinds	6		
York - Marriott Room	Boxes of Glasses	20	high volume consumables	
York - Marriott Room	Coathanger Stand	1		
York - Marriott Room	Table Holder	1		
York - Marriott Room	Floor Book Holder Stand	1		
York - Marriott Room	Hearing Loop	1	electrical goods	
York - Brierley Room	Water Cooler	1		
York - Brierley Room	Pictures	5		
York - Garden Room	Whiteboard	1		
York - Garden Room	Swivel Chairs	2		
York - Garden Room	Blue Chairs	17		
York - Garden Room	Flipchart	1		
York - Garden Room	Computer Tables	2		
York - Garden Room	Oblong Tables	8		
York - Garden Room	Water Cooler	1		
York - Garden Room	Paper Towel Dispenser	1		
York - Garden Room	Soap Unit	1		
York - Garden Room	Kitchen Worktop with Sink	1		
York - Garden Room	Double Cupboards	3		
York - Garden Room	Drawer	1		
York - Garden Room	Semi-Circular Table	1		
York - Garden Room	Pinboard	1		
York - Garden Room	Fire Extinguisher	1		
York - Garden Room	Window Blinds	8		
York - ICT Room	Large Computer Desks	10		
York - ICT Room	Small Computer Desks	5		
York - ICT Room	Semi Circle Computer Desks	2		
York - ICT Room	Corner Computer Desk	1		
York - ICT Room	Fire Extinguisher	1		
York - ICT Room	Sets of Blinds	3		
York - ICT Room	Fans	3	electrical goods	

Library	Item	Quantity (if multiple items)	Item Type	Explanation
York - ICT Room	Shredder	1		
York - ICT Room	Chairs	17		
York - ICT Room	Water Cooler	1		
York - ICT Room	Black Metal Filing Cabinets	3		
York - ICT Room	Small Wooden Drawer Filing Cabinet	1		
York - Fiction Room	RFID Machine	1		
York - Fiction Room	Return Box	1		
York - Fiction Room	Trolleys	3		
York - Fiction Room	Armchairs	7		
York - Fiction Room	2-Seater Settees	3		
York - Fiction Room	Fixed Shelf Units	18		
York - Fiction Room	Moveable Shelf Units	12		
York - Fiction Room	Wooden Square Display Unit	1		
York - Fiction Room	Plastic Tabletop Display Unit	1		
York - Fiction Room	Wooden Cabinet	1		
York - Fiction Room	Small Display Stands	2		
York - Fiction Room	Fire Extinguisher	1		
York - Nonfiction Area	Large Glass Display Tower	1		
York - Nonfiction Area	Curved Wooden Bookcases	4		
York - Nonfiction Area	Reception Desk	1		
York - Nonfiction Area	Computer Chairs (Reception Desk)	2		
York - Nonfiction Area	Plastic/Metal Chairs (Reception Desk)	4		
York - Nonfiction Area	Fire Extinguishers	4		
York - Nonfiction Area	Small Book Trolley	1		
York - Nonfiction Area	Black Book Trolleys	4		
York - Nonfiction Area	Water Cooler	1		
York - Nonfiction Area	Medium Moveable Shelf Units	5		
York - Nonfiction Area	Large Wooden Bookcases fixed to walls	3		
York - Nonfiction Area	Large Wooden Bookcases free standing (Non-Moveable)	3		
York - Nonfiction Area	Large Moveable Wooden Bookshelves	4		
York - Nonfiction Area	Large Moveable Bookshelves metal/metal/wooden surround	4		
York - Nonfiction Area	S' Shaped Bookcases (Non-Moveable)	2		
York - Nonfiction Area	Customer Computer Chairs	8		
York - Nonfiction Area	Comfy Chairs	3		
York - Nonfiction Area	Settee	1		
York - Nonfiction Area	Small Round Table	1		
York - Nonfiction Area	Plastic Signboard on a Stand	1		
York - Nonfiction Area	V Shaped Display Units	2		
York - Nonfiction Area	Small Wall-attached Bookcases	2		
York - Nonfiction Area	Tree-shaped Display Stand	1		
York - Nonfiction Area	Very Large Round Black Display Area	1		
York - Nonfiction Area	RFID Trolleys	2		
York - Nonfiction Area	Retuen Bin	1		
York - Nonfiction Area	Wooden Half-Circle desk/Cupboard	1		
York - Nonfiction Area	Display Table	1		
York - Nonfiction Area	Bin	1		
York - Children's	Trolley	1		
York - Children's	Return Bin	1		
York - Children's	Plastic Display Stands	7		
York - Children's	Knee High Picture Book Holders	10		
York - Children's	Tables	2		
York - Children's	Computer Tables	2		
York - Children's	Desk Chairs	4		
York - Children's	Staff Computer Desi/Pod and contents	1		
York - Children's	Fixed Black Metal Bookcases	13		
York - Children's	Square Holed Bookshelves with a seat in the Middle	2		
York - Children's	Metal Storytime Chair	1		
York - Children's	Glass Partition	1		
York - Children's	Square Stools	6		
York - Children's	Plastic Chairs	2		
York - Children's	Wooden Free Standing Shelving Units	3		
York - Children's	Half-Moon Sofas	2		
York - Children's	Curved Bookshelves on Wheels	4		
York - Children's	Freestanding Fan	1		
York - Children's	Subject Headers attached to Bookshelves	14		
York - Cafe	Round Tables	3		
York - Cafe	Black Chairs	24		
York - Cafe	Highchairs	4		
York - Cafe	Settees	9		
York - Cafe	Comfy Chairs	8		
York - Cafe	Square Low Tables	2		
York - Cafe	Oval Low Tables	2		
York - Cafe	Square Tables	4		
York - Cafe	Half-Circle Table	1		
York - Cafe	Computer Chairs	2		
York - Cafe	Padded Dining Chair	1		
York - Cafe	High Black Seats	5		
York - Cafe	High Bench	1		
York - Cafe	Steel Trolley	1		
York - Cafe	Fire Extinguisher	1		
York - Cafe	Black Barrier	1		
York - Cafe	Magazine Display Racks	7		
York - Cafe	Cafe Counter	1		
York - Cafe	Assorted chopping Boards			
York - Cafe	Assorted Cutlery			
York - Cafe	Assorted Crockery			

YORK Library	Item	Quantity (if multiple items)	Item Type	Explanation
York - Cafe	Toaster	1		
York - Cafe	Microwave	1		
York - Cafe	Bin	1		
York - Cafe	Dishwasher	1		
York - Cafe	Coffee maker	1		
York - Cafe	Hot Water Maker	1		
York - Cafe	Large Steel Sink	1		
York - Cafe	Small Steel Sink	1		
York - Cafe	Paper Towel Holder	1		
York - Cafe	Fly Killer	1		
York - Cafe	Clock	1		
York - Cafe	Step Stool	1		
York - Cafe	Various Plastic Bins	1		
York - Cafe	Brush	1		
York - Cafe	Window Pole	1		
York - Cafe	Knife Set	1		
York - Cafe	Clingfilm Dispenser	1		
York - Cafe	Till	1		
York - Cafe	Fridges	2		
York - Cafe	Various Tongs			
York - Cafe	Various Bottles/Cleaning Products			
York - Cafe	First Aid Kit	1		
York - Cafe	Hot Water Boiler	1		
York - Cafe	Large Upright Freezer	1		
York - Cafe	Assorted Platters			
York - Cafe	Various Food			
York - Cafe	Various Drinks			
York - Cafe	Chargeable Dyson	1		
York - Cafe	Cutlery Dispenser	1		
York - Cafe	Various Trays			
York - Cafe	Large Glass Display Tower	1		
York - Upstairs Landing				
York - ALH	Wooden Tables	28		
York - ALH	Desks	13		
York - ALH	Wooden Chairs	54		
York - ALH	Sets of Lockers	4		
York - ALH	Metal Map Units	5		
York - ALH	Wooden Map Units	2		
York - ALH	Noticeboard	1		
York - ALH	Sets of Draers and contents	2		
York - ALH	Computer Chairs	14		
York - ALH	Hearing Loop	1		
York - ALH	Kick Stool	1		
York - ALH	Archive Cupboard on Wheels	1		
York - ALH	Fire Extinguishers	3		
York - ALH	Fans	4		

ACCOM Library	Item	Quantity (if multiple items)	Item type	Explanation
June 2018 Updated by:	Name			
Explore Acomb	Ash vac	1		
	Baby changing table	1		
	Boiler	2		
	Book Bin	2	infrastructure	
	Book Trolley	8	infrastructure	
	Box of glasses	4	high volume consumables	
	Chair trolley	1		
	Chest of drawers	4		
	Computer chair	40		
	Cool air fan	7		
	Desk	12	infrastructure	
	Easy chair	4		
	Fire blanket	1		
	Fire extinguisher	9		
	Fixed shelving units	11		
	Freezer	2		
	Fridge	3		
	Frog tubs	3		
	Half moon table	3		
	High chair	2		
	Hoist	1		
	Kettle	1		
	Laminator	1		
	Large cupboard	2		
	Large Folding Table	35	infrastructure	
	Locker unit	7		
	Long tall cafe table	1		
	Magazine table	4		
	Metal cafe table	3		
	Metal mail drop bin	1		
	Metal serving tray	6		
	Metal serving trolley	1		
	Microwave	2	electrical goods	
	Noticeboard	13		
	Paper towel dispenser	7		
	Plastic cafe chair	10		
	Portable heater	1		
	Projector screen	2		
	Radio Cassette Player	1		
	Rolling front cupboards	3		
	Safe	1		
	Sink	5		
	Small cupboard	2		
	Small Folding table	4		
	Small wheeled shelving unit	1		
	Soap dispenser	6		
	Sofa	2		
	Soft pod chairs	3		
	Spinning shelving units	3		
	S-shaped shelving and seating unit	1		
	Standard chair	40		
	Standing display unit	1		
	Step stool	1		
	Stretcher/trolley	1		
	Tall chairs	3		
	Tall table	1		
	Tilted display stands	3		
	Toilet	3		
	Toilet roll holder	3		
	Tripod	1		
	Upholstered chair	5		

ACOMB Library	Item	Quantity (if multiple items)	Item type	Explanation
	Wall heater (not wired up)	1		
	Wall mounted leaflet rack	6		
	Wall-mounted newspaper rack	1		
	Water cooler	1		
	Wavey seat	1		
	Wheeled book display table	1		
	Wheeled shelving units	12		
	Wheelie trolley	2		
	Whiteboard	5		
	Wooden cafe chair	13		
	Wooden cafe table	3		
	Wooden filing cabinet	2		
CAFE AC				
	Blender and jug	3		
	Box of wine glasses	1		
	Coffee Machine	9		
	Dishwasher	3		
	Drinks tray	7		
	Grill	2		
	Wall fan	6		
	Water boiler	9		
	Water softener	10		
	Soup tureen	1		
	Toaster	1		



BI	Item	Quantity	Item type	Explanation
BI	Kettle	1	electrical goods	
BI	tables	7	infrastructure	
BI	joy chair	1		
BI	computer chairs	3		
BI	comfy chairs	3		
BI	shelving trolley (small)	1		
BI	book trolley (large black ones)	0		
BI	filing cabinet	2		
BI	mini lockers	1		
BI	rfid safe and trolley	1	infrastructure	
BI	board book bins	2		
BI	desktop book displays	2		
BI	large book display	1		
BI	Acrylic display stands	var.		
BI	Fridge	1	infrastructure	
BI	White, narrow Ikea bookcase	1		
BI	A-board	1		bought by Friends through ward funding
BI	Window display unit	1		bought/made by Friends
BI	regular chairs	8		

CCP Library	Name	Quantity of materials (Units)	Item type	Requisition
Asset ID/Asset Number	Asset			
	3 drawer filing cabinet	1	infrastructure	
	Blinds	5	infrastructure	
	comfy chair red	1		
	comfy chairs green	3		
	Computer chairs	3		
	Desk	2		
	Double sided display unit	2		
	Double spinner book shelves	1		
	fan heater	1	electrical goods	
	fridge	1		
	Giraffe Book holder	1		
	Grey Chairs dining style	4		
	hoover	1		
	kettle	1		
	kick stool	1		
	Kinder boxes	3		
	low round table	1		
	Low table	2	infrastructure	
	Metal Trolleys	2		
	Mirrors	2		
	Red Chairs dining style with arms	2		
	RFID drop box	10		
	round table	1		
Copmanthorpe	Shelves	1		
	shredder			
	small lockers	1		
	small plastic chairs	2		
	small plastic table	4		
	small sinks	1		
	tall rectangle table (2 for public access pcs)	2		
	toilets	3		
	Wall Heaters	20		
	water heaters	7		
	wooden trolley	3		
		1		

SECTION Inventory	Item	Quantity of available items	Item type	Comments
Year 2023 to 2024 by	Item			
Clifton Explore	Baby Changing Unit	2		
	Bathroom Sink	2	infrastructure	
	Built-in Wall Safe	1	infrastructure	
	Ceramic Mural	1	infrastructure	
	Chair	18		
	Childrens' small Plastic Chair	2		
	Childrens' Small Plastic Table	1		
	Childrens' Upholstered benches	4		
	Clock	1		
	Coffee machine	1	sundry electrical goods	
	Coffee Table	4		
	Coffee Table Chair	14		
	Desk	11	infrastructure	
	Desk Fan	2	sundry electrical goods	
	Display Large, six-book	2	infrastructure	
	Double sided display stand	1	infrastructure	
	Enquiry Desk	1	infrastructure	
	External Wall Fan	1	sundry electrical goods	
	Fire Blanket	1		
	Fire Extinguishers (various)	9	infrastructure	
	First Aid Box	1		
	Fitted Ceiling Mirrors	2	infrastructure	
	Flasks	4		
	Floor fan	1	sundry electrical goods	
	Folding table Table Sml	1		
	Folding table Table med	1		
	Free standing display boards	3		
	Fridge and contents	1	infrastructure	
	Glass display case	1	infrastructure	
	Grey Display stand	2	infrastructure	
	Guiloteen	1		
	Historical Photograph Prints (of Clifton)	6		
	Kettle	1	sundry electrical goods	
	Kick stool	1		
	Kitchen Cupboards and drawers + Contents	Var.	infrastructure	
	Kitchen Sink	1	infrastructure	
	Laminator	2	sundry electrical goods	
	Leaflet Rack small	2		
	Leaflet spinners	2	infrastructure	
	Mains Powered Heater	1	sundry electrical goods	
	Mains Socket Tower	1	sundry electrical goods	
	Metal Book Trolley	1		
	Metal Cupboard Lrg	5	infrastructure	
	Metal Cupboard Sml	1	infrastructure	
	metal poster stand	1		
	Microwave	1	sundry electrical goods	
	Multi-Drawer Metal cabinet	1		
	Multiscreen LCD Display	1	specialist equipment	
	Multiscreen Server	1	specialist equipment	
	Notice Boards wall mounted	8	infrastructure	
	Office Chair	11		
	Pic. Bk. Rotating Display (with stools X4)	1	infrastructure	
	Picture Book Box	3		
	Picture book display stand	1	infrastructure	
	Plastic Leaflet Display Stands	Var.		
	Post Box	1	infrastructure	
	RFID Drop Box	1	infrastructure	
	RFID Metal Book Trolley	2	infrastructure	
	Roll-up Large Display Posters	1		

CUPTON Library	Item	Quantity (if multiple items)	Asset type	Replacement
	Server Cupboards (various sizes)	4	infrastructure	
	Sets of Desk Drawers	7		
	Shelving	Var.		
	Shredder	1	sundry electrical goods	
	Soap Dispenser	3		
	Staff Locker	5		
	Stand Up Fan	1		
	Tables various	16	infrastructure	
	Toaster	1	sundry electrical goods	
	Toilet	2	infrastructure	
	Toilet Roll Holder	1		
	Towel dispensers	3	infrastructure	
	Tower fans	3	sundry electrical goods	
	Toys	Var.		
	Visitor counter	1	infrastructure	
	Wall hangings	2		
	Wall-Mounted Heater	2		
	Waste bins	4		
	Water Cooler	1		
	Window Blinds	Var.	infrastructure	
	Wood Cupboard Lrg	1	infrastructure	
	Wood display stand	1	infrastructure	
	Wood & metal display units	2	infrastructure	
ICT centre	Blinds	Var.	infrastructure	
	Cabinet metal	1		
	Chair	1		
	Coat stand	1		
	Comuter chairs	17		
	Desks	10	infrastructure	
	Desk drawer units	4	infrastructure	
	Fire Extinguishers (various)	2	infrastructure	
	First Aid Box	1		
	Flip chart	1		
	Kick stool	1		
	Metal 3 Drawer Filing Cabinet	3	infrastructure	
	Metal 4 Drawer Filing Cabinet	2	infrastructure	
	Notice Boards wall mounted	5	infrastructure	
	Shelving	2	infrastructure	
	Whiteboard	1	specialist equipment	

Item Name	Quantity	Category	Notes
Bench in library yard	1	Infrastructure	
Bike rack	4	Infrastructure	
BT ISDN2 box	1	electrical goods	
Cleaners cupboard		Infrastructure	
Coffee table	Various	Infrastructure	
Customer service desk	2	Infrastructure	
Document trolley (local history information)	1	Infrastructure	
Electricity meter	1	Infrastructure	
Emergency alarm & reset button	1		
Fan	1	electrical goods	
Fan heater	1	electrical goods	
Fire alarm control box (wall mounted)	1	electrical goods	
Fire alarms	1	electrical goods	
Fire blanket	2	Infrastructure	
Fire extinguishers	5	Infrastructure	
Fluorescent strip lights	18	Infrastructure	
Fridge	1	Infrastructure	
Gas meter	1	Infrastructure	
			Heater in staff room unsafe/needs replacing June 18
Gas wall heater	1	Infrastructure	
Kettle	2	Infrastructure	
Kinderboxes	5	Infrastructure	
Medium notice board	3	Infrastructure	
Large notice board	1	Infrastructure	
Lockable under-counter wooden drawer	1	Infrastructure	
Low comfy chairs	4	infrastructure	
Metal 4 drawer filing cabinet	1	Infrastructure	
Microwave	1	Infrastructure	
Mirrors	2	Infrastructure	
Office filing cabinets	1	Infrastructure	
Office tables	1	Infrastructure	
PAC desks	3	Infrastructure	
Plastic children's chairs	2	Infrastructure	
Plastic children's table	1	Infrastructure	
Plastic storage boxes	1	Infrastructure	
RFID dropbox	1	Infrastructure	
RFID trolley	2	Infrastructure	
Round table	2	Infrastructure	
Samuel Parson's map of Dringhouses 1624 (print)	1	Infrastructure	
Shredder	1	Infrastructure	
Sinks (one office, one public toilet)	1	Infrastructure	
Small book display stand with header	2		
Small folding table	1	Infrastructure	
Small notice board	1	Infrastructure	
Soap dispenser	1	Infrastructure	
Staff computer chairs	2	Infrastructure	
Staff cupboard	1	Infrastructure	
Table chairs	6	Infrastructure	Swapped from NE June 18
Tagging machine	1	Infrastructure	
Thermometer	1	Infrastructure	
Toilet (disabled accessible)	1	Infrastructure	
Toilet roll dispenser	1	Infrastructure	
Torch	1	Infrastructure	
under-sink cupboard	1	Infrastructure	
Vacuum cleaner	1	Infrastructure	
Wall clocks	1	Infrastructure	
Wall heater (one with safety guard)	2	Infrastructure	
Wall-mounted network cable box	1	Infrastructure	
Water heater	1	Infrastructure	
Wooden 2-drawer filing cabinet	1	Infrastructure	

DR

Item	Quantity (if multiple items)	Item Type	Description
Pineapple display unit	1	Infrastructure	From YO 2016
Peter Chassereau map of York (print)	1	Infrastructure	
Ordnance survey map of York (print)	1	Infrastructure	
Donations box	1	Infrastructure	
Leaflet display rack	1	Infrastructure	
Tassimo coffee machine	1	Infrastructure	
Display unit on wheels	1	Infrastructure	From YO 2016
A4 and A5 poster and leaflet display acetates	Various	Infrastructure	
Slatwall	3 sections	Infrastructure	Purchased by Friends of DR
Slatwall display acetates	Various	Infrastructure	Purchased by Friends of DR
Lamintator	1	Infrastructure	Donation
Laminator acetates	Various	Infrastructure	Donation
Raised beds in patio	3	Infrastructure	Ward funding 2018
Garden tables	2	Infrastructure	Ward funding 2017
Garden chairs	12	Infrastructure	Ward funding 2017
Wheelie bin store	1	Infrastructure	Ward funding 2017
York Civic Council commemorative blue plaque	1	Infrastructure	Purchased by Friends of DR
Astroturf strip	2	Infrastructure	Purchased by Friends of DR
Hot water urn	3	Infrastructure	Purchased by Friends of DR
Window blinds	4	Infrastructure	
Fixed wall-shelving	Various	Infrastructure	
First aid box	1	Infrastructure	
Small metal filing cabinet	1	Infrastructure	
waste paper bin	3	Infrastructure	
Kick-step	1	Infrastructure	

Dunbl Library	Item	Quantity of similar items	Mark type	Explanation
Asset 2020 Estimated by	Price	Count		
Dunnington Library	3 drawer lockable unit on castors	1		
	Black metal trolley	1		
	Bow fronted book display	1		
	Children's chair	5		
	Children's stool	1		
	Desk fan	1		
	Easy chair	2		
	Fire extinguisher	3		
	First aid box	1		
	Free standing leaflet holder	15		
	Kettle	1		
	Kik Step	1		
	Large kinder book trolley/box	1		
	Metal book trolley	2		
	Metal cashbox	2		
	Office chairs	3		
	Plastic A4 display stand	6		
	Plastic box files	5		
	Public access computer table for 2 computers	1		
	RFID dropbox	1		
	Small round coffee table	1		
	Staff desk with curved end display top	1		

F&E Library	Item	Quantity of multiple items	Item Code	Explanation
Issue 2018 Updated by:	Name			
FU	Chairs			
	Clock	5		
	Coffee tables	1		
	Computer chairs	1		
	Counter	2		
	Desk	3		
	Display stands single sided			
	Drop box			
	Fabric blinds	1		
	Filing cabinet	2		
	First aid box	1		
	Fridge	5		
	Hand dryer	1		
	Kettle	1		
	Kinder box	1		
	Large tables	2		
	Metal trolley	1		
	Microwave	1		
	Mirrors	2		
	Notice board	2		
	Plastic fronted notice boards	1		
	RFID Box	1		
	Small filing unit	1		
	Small soft chairs	1		
	Small soft stools	1		
	Soap dispenser	1		
	Soft chairs	2		
	Stand for requested books	2		
	Toilet roll dispenser	2		
	Tunnel kinder box	1		
	WII cupboard	2		
	Wooden trolley	1		



Huntington Library	Item	Quantity (if multiple items)	Item type	Disposition
				1 library - 24 belong to music hub
Huntington Library	4 drawer filing cabinet	25		
	aluminium step ladder	1		
	chairs	25	Metal frame chairs	
	childrens chairs	8	4 wooden, 4 metal and fabric	
	childrens paperback spinner	1		
	childrens pouffe style seats	1		
	childrens table	1		
	coffee tables	1		
	comfy chairs	2		
	comfy chairs with arms	4		
	computer chairs	7		
	curved display unit	0		
	desks	5	4 computer desks (2 in back office) and 1 reception desk	
	fan heater	1		
	floor polisher	0		Was removed by CVC at end of contract
	floor standing book display	6	4 tall, 1 angled, 1 children's dragon display	
	floor standing fan	2		
	floor standing notice board	1		
	free standing shelf unit (Small)	1		
	fridge	1		
	kettle	1		
	kinder boxes	5	1 formally NE	
	large pedestal book display	1		
	metal lockers	1	formally NE	
	newspaper racks	0		
	oblong tables	7	3 in the garage	
	old oak tables	2	One small one large	
	paper towel dispenser	1		
	RFID black metal trolleys	2		
	round table	1		
	shredder	0		
	small filing cabinet	1		
	small square table	1		
	soap dispenser	1		
	vacuum cleaner	0	The one on site belongs to britsafe cleaners	
	Wall clocks	1		
	wall mounted gas heaters	6		
	wall mounted notice boards	8		
	water heater	0		
	white metal shelf unit on wheels	0		
	wooden book trolleys	4		
	Wall mounted book shelves	5	3 in back office	
	Book Shelves	9	8 with wheels	
	Wooden leaflet stand	1	formally TH	
	Microwave	1	formally TH	

Quantity	Item	Quantity of available items	Book type	Classification
Haxby	Metal Book Trolleys	1	infrastructure	
Haxby	RFID Drop Box	2		
Haxby	RFID metal Book Trolleys x2	2		

MCHSE Library	Type	Quantity of multiple items	Risk Type	Description
Year 2018 Approved list	Name			
	"sack" trolley	1		
	assorted leaflet holders			
	brooms	2		
	Cash box	1		
	Clock- brass	1		
	dustpan and brush	1		
	Fire extinguishers	2		
	First aid kit	1		
	Hi visibility vests and tabards	1		
	Small folding step	1		
	Small vacuum cleaner	1		
	smoke alarm	1		
	Torch	1		

Item Name	Quantity (if multiple items)	Item Type	Estimate
A4 Plastic poster holders	9		
Drawer desk filing cabinets wooden	1		
Floor standing fan (tower type)	1		
free standing slide door cabinet	1	Infrastructure	
kickstool	1	Infrastructure	
Leaflet holders on wall	1		
RFID dump box	1	Infrastructure	
Trolley	3	Infrastructure	
waste paper bins	2		
<b>New May 2018</b>			
Double-width, double-sided wheeled shelf units with single end display	3	Infrastructure	
Single-width, double sided wheeled shelf H=135cm	1	Infrastructure	
Single-width, double sided wheeled shelf H=90cm	1	Infrastructure	
Grey & purple Display towers	2	Infrastructure	
Single-sided shelf units, fixed, H=75cm	2	Infrastructure	
Single-sided shelf unit, fixed, H=75cm, integral kinder box	1	Infrastructure	
Single-sided shelf units, fixed, H=180cm W=90cm	6	Infrastructure	
Single-sided shelf units, fixed, H=180cm W=75cm	2	Infrastructure	
Wheeled display units, purple	2	Infrastructure	
Wheeled display units, grey	2	Infrastructure	
Wheeled display units, pink & white	2	Infrastructure	
Curved benches, purple	2	Infrastructure	
Double kinder boxes with wheels, grey	2	Infrastructure	
Double kinder boxes, no wheels	1	Infrastructure	
Box seat, pink	1	Infrastructure	
Corner seats, yellow	2	Infrastructure	
Cylindrical stools - 1 each yellow, grey, purple	3	Infrastructure	
Wheeled office chair, yellow	1	Infrastructure	
Customer chair, yellow	1	Infrastructure	

Item	Quantity (if multiple items)	Category	Notes
2 drawer filing cabinet	1	Infrastructure	
Assorted chairs varying types and condition	9	Infrastructure	
Bean bags	2	Infrastructure	
Bike racks	3	Specialist equipment	
Children's plastic colouring station	1	Infrastructure	
Cleaning equip	cupboard full	belongs to Britsafe	
Clock	1	Infrastructure	
Computer chairs	3	Infrastructure	
Computer cleaning equip	various		
computer tables	3	Infrastructure	
curved display unit book	2	Infrastructure	
Fan	1	Sundry Electrical	
Fitted cupboards in staff area	6	Infrastructure	
Fitted staff counter/enquiries	1	Infrastructure	
fitted toy box	1	Infrastructure	
Fitted upholstered bench with under book stora	1	Infrastructure	
Fridge	1	Sundry Electrical	
Halogen heater	1	Sundry Electrical	
Hand towel dispenser oblong	1	Infrastructure	
Hand towel dispenser roll	1	Infrastructure	
Hearing Loop	1	Specialist equipment	
Kettle	1	Sundry Electrical	
Kick stool	1	Infrastructure	
Kinder box on wheels	3	Infrastructure	
Microwave	1	Sundry Electrical	
Mirrors	1	Infrastructure	
Noticeboards	5	Infrastructure	
Quick choice table top rack	2	Infrastructure	
Commercial refuse wheelie bin	1		
RFID book drop box	1	Infrastructure	
RFID book trolley	2	Infrastructure	
Salt Bin (library's own)	1	Infrastructure	
Shelves on wheels	8	Infrastructure	
small coffee type tables	1	Infrastructure	
small lockers	1	Infrastructure	
Wall heaters	4	Specialist equipment	
Wall mounted shelves	9	Infrastructure	
Water heater wall mounted	1	Specialist equipment	
Mobile display unit	1	Infrastructure	Purchased by Friends Group
			Came from AC to assist Debbie with carrying and moving stuff after illness
Small book trolley	1	Infrastructure	
Filing Cabinets	2	Other	Property of the History Society
Glass Display Cabinet	1	Infrastructure	
Plastic picture book holders	2	Infrastructure	Came from NE
Animal Character Chairs	2	Infrastructure	Donated
Elmer rug for story times	1	Infrastructure	Purchased by Friends Group
Kinderbox static	1	Infrastructure	
stacking storage boxes	4	Infrastructure	Purchased by Friends Group

Item	Quantity	Notes
6 rubng gas hob and oven with grill	1	
alarm panel	1	
baby change	1	
baking sheets various sizes	8	
bell	1	
bench seats	4	
blinds	5	
book holders	~12	
book trolley	1	
bucket chairs	2	
cake domes and tops	5	
card spinner	1	
check holders	2	
children bookcase	2	
cjhopping boards 7	7	
clingfilm dispenser	1	
coffee c=grinder	1	
coffee machine - 2 head brasillia	1	
coulender/sieve	3	
counter display shelving and cupboards	1	
cushiopns	15	
cutlry trays	2	
dishwasher	1	
display baskets	4	
display blackboards	5	
display cabinet	1	
door mats	4	
dresser	1	
dry food racking	1	
Rowntree Park Dry, 2 hole bain marie and pots	1	
dyson hoover	1	
electric meter	1	
electronic scale	1	
espresso cups	12	
esspresso aucers	12	
extension cable	2	
extractor system	1	
fabric/lether chairs	19	
fire blannket	1	
fire panel	1	
first aid kit	1	
floor cushions	2	
floor secured safe	1	
food processor	1	
forks	~50	
free standing large lamp	1	
frying pans	2	
gastrotubs, various liddied	25	
griddle pan	1	
hand blender	1	
hand dryers	3	
hand wash sink	2	
high charis	2	
ice bucket	1	

KTP Library	Item	Quantity (if multiple items)	Item Type	Expenditure
	ice cream freezer		1	
	kitchen pedal bin		1	
	kitchen sink and drainer		1	
	knife rack and knives		1	
	knives	~50		
	large bowls	~70		
	large cups	~25		
	large glass jugs		6	
	large glasses	~30		
	large metal lampshade		2	
	large photograph		1	
	large plates	~70		
	large saucers	~50		
	large torch		2	
	leaflet holders	~12		
	lockers-stack of 4		2	
	loo roll dispenser		4	
	magazine rack		1	
	med bowls	~25		
	menumaster oven			
	metal chairs		16	
	metal stool		7	
	milk foaming jugs		5	
	milk jugs	~20		
	milk thermometers		4	
	napkin holder		1	
	newspaper rack		1	
	notice board		1	
	order pins		2	
	out door book case		2	
	out side tables		11	
	outside chairs		35	
	parasols with concrete bases		2	
	pdq machine		1	
	pedal bin		1	
	photographs - chris ceaser		2	
	photographs Friends		6	
	plant pots	~20		
	radiator		8	
	ramikins dish	~45		
	ramikins round	~25		
	rectangular tables		2	
	retail display shelving		1	
	rfid machin		1	
	rfid sprung bin		1	
	roll dispenser		3	
	s/w press		1	
	salad bowls	~25		
	salad spinner		1	
	salt and pepeer pots	~20		
	sauce bottles	~6		
	sauce pans		5	
	serving trays, round		20	
	shelves		3	
	small cups	~18		
	small glasses	~30		

Item	Quantity	Item type	Disposition
small plates	~70		
small round tables	2		
small saucers	~30		
small square tables	8		
smart tv	1		
smoke alarms (un fixed)	2		
smoke detectors (across building 4)	4		
soap dispenser	5		
solar powered fairy lights	2		
soup kettle	1		
soup spoons	~50		
spoons	~50		
stainless steel counter	1		
stainless steel trolley	1med		
stainless steel trolley	1sml		
stainless steel trolley	3 lrg		
steak boards	20		
step ladder	1		
stock pans	2		
tea spoons	~50		
teapots	17		
temperature probes	2		
tiny stools	2		
toaster	1		
toilet and hand wash sink	4		
tuppaware varoius, lidded	25		
upright freezer	2		
upright fridge	1		
utensil holders full of various utensils	2		
various mixing bowls	5		
wall mounted cabinet	1		
water boiler	1		
water boiler (for hot drinks)	1		
water heater	1		
wine glass	~30		



Quantity	Item	Approved Quantity	Asset Class	Explanation
2	electric fan heater	2	Sundry electrical	
1	elephants foot stool	1	infrastructure item	
1	fridge	1	infrastructure item	
1	glass display cabinet	1	infrastructure item	
1	kettle	1	Sundry electrical	
1	large wooden table 150cm x 75cm	1	infrastructure item	
1	lockable 3 drawer cabinet	1	infrastructure item	
1	metal firebox	1	infrastructure item	
1	old metal ladder	1	infrastructure item	
0	Tassimo coffee machine and supplies	0	Sundry electrical	Sent to TH several years ago
1	toilet roll wall dispenser	1	infrastructure item	
0	very old Hoover	0	infrastructure item	Taken back by CYC when we changed cleaning providers. Only have 1 x Britsafe Hoover here now
1	wooden shelf unit without shelves	1	infrastructure item	
16	overhead electric lights	16	infrastructure item	
2	childrens plastic chairs	2	infrastructure item	
2	electric fans	2	Sundry electrical	
2	kinder book boxes for picture books	2	infrastructure item	
2	metal wheelable trolleys	2	infrastructure item	
1	mobile book display units	1	infrastructure item	Gave one to TH in 2016??
2	round tables 1 large and 1 small	2	infrastructure item	
2	wall towel dispensers	2	infrastructure item	
4	fire extinguishers	4	Specialist equipment	
4	wooden childrens chairs	4	infrastructure item	
6	electric wall heaters	6	Specialist equipment	
6	Kitchen Units	6	infrastructure item	
6	notice boards	6	infrastructure item	
6	plastic chairs	6	infrastructure item	
11	upholstered red chairs	11	infrastructure item	
1	sofa	1	infrastructure item	
2	new cushions	2	infrastructure item	
1	free upright standing wooden book display unit	1	infrastructure item	
1	soap dispenser	1	infrastructure item	
20	approx cups, mugs and sides plates - crockery	20	cafe items	
1	radiator in kitchen	1	infrastructure item	

TH Library	Item	Quantity (if multiple items)	Item type	Explanation
June 2018 Updated by:	Name			
	Air conditioning unit + remote	1		
	Big tables	8		
	Chairs	40		
	Clocks	5		
	Coffee tables	2		
	Computer chairs	29		
	Desks	7		
	Display cabinet	1		
	Drop box	1		
	fans	5		
	Filing cabinets large	3		
	Filing cabinets small	7		
	Fire extinguishers			
	Floor standing heaters	5		
	Fridge			
	Hearing loop	1		
	Hoovers	2		
	Kettle	1		
	Kick step	1		
	Kinderboxes	4		
	Laminater	1		
	Large wooden display stand 1 sided	1		
	large wooden display stand 2 sided	1		
	Magazine rack	1		
	Microwave	1		
	Multiscreen + monitor	1		
	Multiscreen televisions	2		
	Noticeboards	8		
	Return box	1		
	RFID Drop Box	1		
	RFID Metal Book Trolley	x 2		
	Safes	2		
	Settee	1		
	Shelving			
	Small plastic chairs	4		
	Small round tables	3		
	Soap dispensers	2		
	Spinners	2		
	Staff Lockers	8		
	Stools	2		
	Toilet roll holders	2		
	Wall heater	1		
	Water cooler	1		
	Whiteboards	3		

## **PART 3 - Authorites IT Equipment Inventory**

Each Library has the following reference:

YO - City Centre Library

AC - Acomb

BI - Bishopthorpe

CE - Copmanthorpe

CL - Clifton

DR - Dringhouses

FU - Fulford

HU - Huntington

HX - Haxby Mobile

MO - Mobile

NE - New Earswick

PO - Poppleton

RP - Rowntree Park Reading Cafe

SN - Strensall

TH - Tanghall (Now Burnholme)



Ownership (HW to complete)	Device Type (from lead)	Devices Make & Model	Serial Number	CYC Asset Tag	Other ID number	Branch	Location note	Acquisition/Last date	If coming off, explanation of what happened?	Any other notes (e.g. Descriptions if not clear what it is from the other columns)
CYC	PC (learning network)	Lenovo M53		64310	ac9	AC	Rm3	Added at audit Jan 16		
CYC	PC (learning network)	Lenovo M53		64290	ac9	AC	Rm1	Added at audit Jan 16		
CYC	PC (learning network)	Lenovo M53		64251	ac9	AC	Main Library	Added at audit Jan 16		
CYC	PC (public)	Viglen PC		58994	ACOMB01	AC	Main Library	Added at audit Jan 16		
CYC	PC (public)	Viglen PC		58990	ACOMB02	AC	Main Library	Added at audit Jan 16		
CYC	PC (public)	Viglen PC		58393	ACOMB04	AC	Main Library	Added at audit Jan 16		
CYC	PC (public)	Viglen PC		60944	ACOMB05	AC	Main Library	Added at audit Jan 16		
CYC	PC (public)	Viglen PC		61019	ACOMB06	AC	Main Library	Added at audit Jan 16		
CYC	PC (public)	Viglen PC		61062	ACOMB07	AC	Main Library	Added at audit Jan 16		
CYC	PC (public)	Viglen PC		64056	ACOMB08	AC	Main Library	Added at audit Jan 16		
CYC	PC (public)	Tower PC		64127		AC	Main Library	Added at audit Jan 16		
CYC	PC (public)	Desk/Model ECM tower PC	2C1W1J1	60589		AC	Staff Desk	Updated at audit Jan 18		
CYC	PC (staff)	HP		63831		AC	Office	Added at audit Jan 18		
CYC	PC (staff)	Viglen Genie		64115		AC	Staff Desk	Added at audit Jan 16		
CYC	PC (staff)	HP		64941		AC	Office	Added at audit Jan 16		
CYC	PC (staff)	HP		70306		AC	Office	Added at audit Jan 16		
CYC	PC (staff)	HP		70332		AC	Office	Added at audit Jan 16		
CYC	PC (staff)	HP		70335		AC	Staff Room	Added at audit Jan 16		
CYC	PC (staff)	HP		70336		AC	Fiona's Office	Added at audit Jan 16		
Employee	PDO card machine	World Pay Debit Transaction	15072W122642171			AC	Main Library	Added at audit Jan 16		
CYC	Phone (desk or cordless)	Mitel 5300	FSAFH3816			AC	Coms room	Added at audit Jan 16		
CYC	Phone (desk or cordless)	Mitel 5300	FSAFH4081			AC	Coms room	Added at audit Jan 16		
CYC	Phone (desk or cordless)	Mitel 5300	1WDE5132109P			AC	Office	Added at audit Jan 16		
CYC	Phone (desk or cordless)	Mitel 5300	FSAFH4096			AC	Office	Added at audit Jan 16		
CYC	Phone (desk or cordless)	Mitel 5300	AVADW7388			AC	Office	Added at audit Jan 16		
CYC	Phone (desk or cordless)	Mitel 5300	AVADW8391			AC	Office	Added at audit Jan 16		
CYC	Phone (desk or cordless)	Mitel 5300	1WDE132109I			AC	Office	Added at audit Jan 16		
CYC	Phone (desk or cordless)	Mitel 5300	FSAF14999			AC	Fiona's Office	Added at audit Jan 16		
CYC	Phone (desk or cordless)	Mitel 5300	FSAFH4102			AC	Rm3	Added at audit Jan 16		
CYC	Phone (desk or cordless)	Mitel 5300	FSAFH4104			AC	Rm4	Added at audit Jan 16		
Employee	Presentation	Sharp Projector	2014370	54387		AC	Coms room	Added at audit Jan 16		
Employee	Presentation	Epson	JX947X197SL			AC	Rm3	Added at audit Jan 16		
Employee	Presentation	Epson	TVSKS301195			AC	Coms room	Added at audit Jan 16		
Employee	Presentation	Mitsubishi	4347			AC	Coms room	Added at audit Jan 16		
Employee	Presentation	Mitsubishi	6508019			AC	Coms room	Added at audit Jan 16		
Employee	Presentation	Multiscreen PC + plasma screen (LGTV)				AC	Back office/safe	Added at audit Jan 16		
Employee	Presentation	Reflective Overhead Projector Elite Senator	46F108			AC	Coms room	Added at audit Jan 16		
Employee	Presentation	UFES Smartboard				AC	Coms room	Added at audit Jan 16		
Employee	Presentation	Reflects Diaprojector A/E slide projector and Ruedamagain				AC	Coms room	Added at audit Jan 16		
Employee	Presentation	Smart Board SHW4065	1006169			AC	Rm3	Added at audit Jan 18		
Employee	Presentation	Samsung SM1190TV	C9Y6700368A			AC	Staff Area	Added at audit Jan 18		
Employee	Printer or MFD	Lenmark X4150 with touchscreen kiosk	7528643010R9D	54545		AC	Staff Desk	Added at audit Jan 16		
Employee	Printer or MFD	Danwood desktop MFD		69904		AC	Staff Desk	Added at audit Jan 16		
Employee	Printer or MFD	Danwood full size MFD				AC	Back Office	Updated at audit Jan 16	Was HK, now AC CEOs	
Employee	Printer or MFD	HP	CNBW770L1LD			AC	Rm3	Added at audit Jan 16		
Employee	RFID kiosk	SmartServe400 - payment unit	INT10025			AC	Main Library	Added at audit Jan 16		
Employee	RFID kiosk	SmartServe400 - payment unit incl chip n pin	INT10024			AC	Main Library	Added at audit Jan 16		
Employee	RFID kiosk	SmartServe400 - payment unit	INT121394			AC	Main Library	Added at audit Jan 16		
Employee	RFID scanning gun	Intelligent	L100618865			AC	Staff Desk	Added at audit Jan 16		
Employee	RFID tag pad	Intelligent	1885150			AC	Staff Desk	Added at audit Jan 16		
Employee	Scanner	HP ScanJet	627100N75AS0M2			AC	Rm3	Added at audit Jan 16		
Employee	Tablet or E-reader	Apple iPad 101 MD5108	DX10K488Y182			AC	Coms Room	Added at audit Jan 16		
Employee	Tablet or E-reader	Bresia (Unmodified Samsung Tab 2)	R27D303PLGD			AC	Coms Room	Added at audit Jan 16		
Employee	Tablet or E-reader	Google Nexus 7 MEK057 ASUS-1B60A	FG9WEG1877L			AC	Coms Room	Added at audit Jan 16		
Employee	Tablet or E-reader	Kindle Fire HD	00D2 0708 3462 08F5			AC	Coms Room	Added at audit Jan 16		
Employee	Tablet or E-reader	Kindle Paperwhite KINDLETOUCHWIFI	8024160430870WY1			AC	Coms Room	Added at audit Jan 16		
Employee	Tablet or E-reader	Kobo - Gb N813-800-B	6138283002335			AC	Coms Room	Added at audit Jan 16		
Employee	Tablet or E-reader	Kobo Original	K8N6478194808252			AC	Coms Room	Added at audit Jan 16		
Employee	Tablet or E-reader	Nook Simple Touch Glowlight Nook	302413003 3463306X			AC	Coms Room	Added at audit Jan 16		
Employee	Tablet or E-reader	Samsung Galaxy Tab 2 10.1" GT-P5110TSARTU	1207446			AC	Coms Room	Added at audit Jan 16		
Employee	Tablet or E-reader	Sony Eraser (Original)-Red	1.48393E+14			AC	Coms Room	Added at audit Jan 16		
Employee	Tablet or E-reader	Sony Eraser Portable Reader System PRS-905	9140J00107G3A40566			AC	Coms Room	Added at audit Jan 16		
Employee	Tablet or E-reader	Tesco Hudl	XP10R			AC	Coms Room	Added at audit Jan 16		
Employee	Tablet or E-reader	Versus Touch Pad 7" VSTOUCHPAD7	607121654501210030813			AC	Coms Room	Added at audit Jan 16		
Employee	Tablet or E-reader	Kindle Fire S0034Q1				AC	Coms Room	Added at audit Jan 18		
Employee	Tablet or E-reader	Kindle Fire S0034Q1				AC	Coms Room	Added at audit Jan 18		
Employee	Tablet or E-reader	Kindle Fire S0034Q1				AC	Coms Room	Added at audit Jan 18		
Employee	Tablet or E-reader	Kindle Fire S0034Q1				AC	Coms Room	Added at audit Jan 18		
Employee	Tablet or E-reader	Kindle Fire S0034Q1				AC	Coms Room	Added at audit Jan 18		
Employee	Tablet or E-reader	Kindle Fire S0034Q1				AC	Coms Room	Added at audit Jan 18		
Employee	Tablet or E-reader	Kindle Fire S0034Q1				AC	Coms Room	Added at audit Jan 18		



Ownership (HW to complete)	Device Type (from list)	Device Make & Model	Serial Number	CYC Asset Tag	Other ID number	Branch	Location name	Acquisition/last date	If crossing off, explanation of what happened?	Any other notes (e.g. Descriptions if not clear what it is from the other columns)
CYC	PC (learning network)	Lenovo M93		63288	c2	CL		Listed at transfer		
CYC	PC (learning network)	Lenovo M93		63287	c3	CL		Listed at transfer		
CYC	PC (learning network)	Lenovo M93		63286	d4	CL		Listed at transfer		
CYC	PC (learning network)	Lenovo M93		63285	e5	CL		Listed at transfer		
CYC	PC (learning network)	Lenovo M93		63294	d6	CL		Listed at transfer		
CYC	PC (learning network)	Lenovo M93		63293	d7	CL		Listed at transfer		
CYC	PC (learning network)	Lenovo M93		63291	d8	CL		Listed at transfer		
CYC	PC (learning network)	Lenovo M93		63290	d9	CL		Listed at transfer		
CYC	PC (learning network)	Lenovo M93		63295	LN Admin 1	CL	Learning centre office inner	Listed at transfer	CL15 is now a full site Lenovo Think Centre	
CYC	PC (learning network)	Lenovo M93		63287	LN Admin 2	CL		Listed at transfer	Grace doesn't remember there being 16	
CYC	PC (public)	Viglen PC	2139240	61036	CLIFTON01	CL		Listed at transfer		
CYC	PC (public)	Viglen PC	2139242	61037	CLIFTON02	CL		Listed at transfer		
CYC	PC (public)	Viglen PC	2139238	61038	CLIFTON03	CL		Listed at transfer		
CYC	PC (public)	Viglen PC	2139239	61039	CLIFTON04	CL		Listed at transfer		
CYC	PC (staff)	Viglen PC		61068		CL	Reception desk	Listed at transfer		
CYC	PC (staff)	HP		63419		CL	Reception desk	Listed at transfer		
CYC	PC (staff)	HP		64202		CL	Reception desk	Listed at transfer		
CYC	PC (staff)	HP		64851		CL	Learning Centre office inner	Listed at transfer		
CYC	PC (staff)	HP		70294		CL	Office (LG)	Listed at transfer		
CYC	PC (staff)	HP		70327		CL	Learning Centre office inner	Listed at transfer		
CYC	PC (staff)	HP		70343		CL	Office (HW)	Listed at transfer		
CYC	PC (staff)	HP		70696		CL	ICT suite	Listed at transfer		Desk phones
Explore	Phone (desk or cordless)	Mitel IP phones x 7			SP3819150	CL		Listed at transfer		staff
Explore	Presentation	Ultra short throw projector EPSON EB 470				CL		Listed at transfer		public
Explore	Printer or MFD	Multiscreen PC + plasma screen				CL		Listed at transfer		learners?
Explore	Printer or MFD	Danwood desktop MFD				CL		Listed at transfer		learners?
Explore	Printer or MFD	HP LaserJet P2055dn	752865201V2D	60908		CL		2017		
Explore	Printer or MFD	HP LaserJet P2055dn				CL	Learning Centre	2017		
Explore	RFID kiosk	SmartServe400 - payment unit	INT10942		RFID-CL1	CL		Listed at transfer		
Explore	RFID kiosk	SmartServe400 - payment unit incl chip n pin	INT10943		RFID-CL2	CL		Listed at transfer		
Explore	RFID tag pad	Inneffident	1531229			CL		Listed at transfer		
Explore	Tablet or E-reader	Apple iPad 10" MDS108	DMT3GK00F182			CL		Listed at transfer		
Explore	Tablet or E-reader	Dell Latitude 10.1" 10E-6542	D3Y8RT1			CL		Listed at transfer		
Explore	Tablet or E-reader	Google Nexus 7 NEXUS7 ASUS-LB060A	D2KBC381865			CL		Listed at transfer		
Explore	Tablet or E-reader	Kindle Fire HD	000207083451002D			CL		Listed at transfer		
Explore	Tablet or E-reader	Kindle Paperwhite KINDLETOUCHWIFI	8024160430870NCE			CL		Listed at transfer		Tagging laptop
Explore	Tablet or E-reader	Kobo - Glo NR13-RBD-8	6138283001825			CL		Listed at transfer		
Explore	Tablet or E-reader	Nook Simple Touch Glowlight Nook	302485035 0353065			CL		Listed at transfer		
Explore	Tablet or E-reader	Tesco Hudl	9140401008636454840			CL		Listed at transfer		
Explore	Tablet or E-reader	Venus Touch Pad 7" VTOUCHPAD9	G0721654502210031142			CL		Listed at transfer		
Explore	Tablet or E-reader	EPOS				CL		2017		
CYC	Monitor	Philips		56351		DR	Reception			
CYC	Monitor	NEC MultiSync LCD		59317		DR	Office	2017		Upgrade
CYC	Monitor	Philips Brilliance 198		60737		DR	Public PC monitor			
CYC	Monitor	Philips		60738		DR	Public PC monitor			
CYC	Monitor	Philips		60739		DR	Public PC monitor			
CYC	PC (public)	Viglen PC	2139237	61030	DRING01	DR		Listed at transfer		
CYC	PC (public)	Viglen PC	2139241	61031	DRING02	DR		Listed at transfer		
CYC	PC (staff)	Tups '8'	2139236	61035	DRING03	DR		Listed at transfer		
CYC	PC (staff)	HP size box		58065		DR	Reception	2017		Upgrade
CYC	Phone (desk or cordless)	Mitel IP phones x 3				DR		Listed at transfer		staff
CYC	Printer or MFD	Printer HP9900G	50005804			DR		Listed at transfer		public
Explore	Printer or MFD	Leemark C4150				DR		Printer Upgrade Nov 17		
Explore	RFID kiosk	SmartServe400 - payment unit	INT11101		RFID-DR1	DR		Listed at transfer		
Explore	RFID kiosk	SmartServe400 - payment unit	INT11100		RFID-DR2	DR		Listed at transfer		
Explore	RFID tag pad	Intellident	2119117			DR		Listed at transfer		
Explore	Tablet or E-reader	Samsung Galaxy Tab 2 7" GT-P3110T5ARTU	R22D308A8J			DR		Listed at transfer		
Explore	Laptop	Lenovo Thinkpad		714475		DU				
CYC	Monitor	Philips	60733			DU	Public			
CYC	Monitor	Philips	60734			DU	Public			
CYC	Monitor	Viglen	617040708555			DU	Staff			
CYC	PC (public)	Viglen PC	1997191	64104	DUN01	DU		Listed at transfer		
CYC	PC (public)	Viglen PC	1997192	64105	DUN02	DU		Listed at transfer		
CYC	PC (staff)	Viglen		56534		DU				
CYC	Phone (desk or cordless)	Mitel IP phone	1WDDUC1446855			DU		Listed at transfer		public & staff use
Explore	Printer or MFD	Leemark C4150	502865201000X3			DU		Listed at transfer		
Explore	RFID kiosk	SmartServe400 - payment unit	INT11018			DU		Listed at transfer		
Explore	Tablet or E-reader	Samsung Galaxy Tab 2 7" GT-P3110T5ARTU	R22D308A8PL			DU		Listed at transfer		
Explore	Laptop	Lenovo Thinkpad		71476		FU	Counter	Autumn 2017		
CYC	Monitor	Philips Brilliance 198				FU				
CYC	Monitor	Philips Brilliance 1908				FU	Public			
CYC	Monitor	Philips Brilliance 1908				FU	Public			

Ownership (HW to complete)	Device Type (from list)	Device Make & Model	Serial Number	CYC Asset Tag	Branch	Location Note	Acquisition/Use Date	If coming off, explanation of what happened?	Any other notes (e.g. Description if not clear what it is from the other columns)
CYC	Monitor	Philips Brilliance 1908			FU	public			
CYC	PC (public)	Viglen PC	1997193	64106	FU		Listed at transfer		
CYC	PC (public)	Viglen PC	1997176	64093	FU		Listed at transfer		
CYC	PC (public)	Viglen PC	1997231	58390	FU		HQ enquired Feb 16		
CYC	PC (staff)	Type 'b'		64115	FU	Counter	Listed at transfer		
CYC	Phone (desk or cordless)	Mitel 5330			FU	Counter	Jul-15		public & staff use
Employee	Printer or MFD	Leemark C4150			FU		Listed at transfer		
Employee	RFID kiosk	SmartServe400 - payment unit	INT11043		FU		Listed at transfer		No longer functional
Employee	Tablet or E-reader	Hufl			FU		Listed at transfer		
CYC	Monitor	Samsung Galaxy Tab 2 7" GT-P3110T5ABTU	R22D308GDTT	60775	HU	Hunt03			
CYC	Monitor	Philips		60777	HU	Hunt01			
CYC	Monitor	Philips		60778	HU	Hunt02			
CYC	Monitor	Philips		60779	HU	Hunt04			
CYC	Monitor	Brilliance		56732	HU				
CYC	Monitor	Brilliance		56702	HU				
CYC	Monitor	HANNS-G	510793C00487	70078	HU				
CYC	PC (public)	Viglen PC	1997184	64090	HU		Listed at transfer		
CYC	PC (public)	Viglen PC	1997182	64098	HU		Listed at transfer		
CYC	PC (public)	Viglen PC	1997177	64094	HU		Listed at transfer		
CYC	PC (public)	Viglen PC	1997200	64113	HU		Listed at transfer		
CYC	PC (staff)	HP		64860	HU	Office	Listed at transfer		
CYC	PC (staff)	Type 'b'		62553	HU	Office	Listed at transfer		
CYC	Phone (desk or cordless)	Mitel 5330 IP phone		64018	HU	Reception			
CYC	Phone (desk or cordless)	Mitel 5330 IP phone			HU				
CYC	Phone (desk or cordless)	Mitel 5330 IP phone			HU				
CYC	Printer or MFD	Leemark X4100 Series	75287240119%		HU		Updated to Leemark Dec17		public & staff use
Employee	RFID kiosk	SmartServe400 - payment unit	INT11078		HU		Listed at transfer		
Employee	RFID kiosk	SmartServe400 - payment unit	INT11079		HU		Listed at transfer		
Employee	Tablet or E-reader	Samsung Galaxy Tab 2 7" GT-P3110T5ABTU	R22D308GDTT		HU		Listed at transfer		
Employee	Laptop	Lenovo ThinkPad E560 20E115.6 inch	PEGXAMP	71397	HX	mobile	May-17		
Employee	Laptop	Dell Latitude E550	LIB3		HX	mobile	Listed at transfer		
CYC	Phone (mobile)	HP 1016		60924	HX	mobile			
Employee	Phone (mobile)	SmartServe400 - payment unit incl chip n pin	INT10940		HX	mobile	Nov-17		
Employee	RFID kiosk	Apple iPad Mini 7" MD528B	DMPHDD47193		HX		Listed at transfer		storage
Employee	Tablet or E-reader	Kindle Fire HD	000207083620425		HX		Listed at transfer		storage
Employee	Tablet or E-reader	Kindle Paperwhite KINLETOUCHWIFI	9024160430870PGU		HX		Listed at transfer		storage
Employee	Tablet or E-reader	Kobo - Glo N613-N60-B	61187-B3002546		HX		Listed at transfer		storage
Employee	Tablet or E-reader	Lenovo Thinkpad Tablet 2 10.1" N352RUK	R9XANRC		HX		Listed at transfer		storage
Employee	Tablet or E-reader	Nook Simple Touch Glowlight Nook	302465034 6203064		HX		Listed at transfer		storage
Employee	Tablet or E-reader	Samsung Galaxy Tab 2 10.1" GT-P5110T5ABTU	RF1D208173N		HX		Listed at transfer		storage
Employee	Tablet or E-reader	Tesco Hufl	9140101017G3AF23691		HX	Mobile Library			
Employee	Laptop	Lenovo Think Pad		70218	MO	Th Office			
Employee	Laptop	Lenovo Think Pad		70228	MO				
Employee	Tablet or E-reader	Samsung Galaxy Tab 2 7" GT-P3110T5ABTU	R22D308GLIN		MO				
CYC	Monitor	Philips 19"		56729	NE	PC2 - Library			
CYC	Monitor	Philips 19"		58244	NE	PC3 - Library			
CYC	Monitor	Philips 19"		60102	NE	PC4 - Library			
CYC	Monitor	Philips 19"		60104	NE	PC3 - Library			
CYC	Monitor	Hanns G		70061	NE	Reception			
CYC	Monitor	Philips 19"		70340	NE	Office			
CYC	PC (public)	Viglen PC		58383	NE	PC2 - Library			
CYC	PC (public)	Viglen PC		58812	NE	PC3 - Library			
CYC	PC (public)	Viglen PC		64102	NE	PC4 - Library			
CYC	PC (public)	Viglen PC		64107	NE	PC4 - Library			
CYC	PC (staff)	Viglen PC		58606	NE	Reception			
CYC	PC (staff)	HP thin terminal		70340	NE	Office			
CYC	Phone (desk or cordless)	Mitel IP phones x 2			NE				
Employee	Printer or MFD	Leemark C4150	5024657010X2		NE	Reception			public & staff use
Employee	RFID kiosk	SmartServe400 - payment unit	INT11125		NE		Replaced by Leemark Dec. 17		
Employee	RFID kiosk	SmartServe400 - payment unit	INT11124		NE		Listed at transfer		
Employee	Tablet or E-reader	Samsung Galaxy Tab 2 7" GT-P3110T5ABTU	R22D308GDTT		NE		Listed at transfer		Payment unit disabled
CYC	Monitor	Philips 19"	AUSA950203532	60744	PO	Public Access 1			
CYC	Monitor	Philips 19"	AUSA950203532	60742	PO	Public Access 2			
CYC	Monitor	Philips 19"	AUSA950204927	59446	PO	Staff Desk			
CYC	Monitor	Philips 19"	1962615-JD	64110	PO	PO#01			updated 15/12
CYC	PC (public)	Viglen PC	1997196	56322	PO	Office			
CYC	PC (staff)	HP		64020	PO	Reception			
CYC	PC (staff)	Mitel IP phones x 2		none	PO				replaced Myse with same Asser No. By CYC IT
Employee	Printer or MFD	Leemark C4150	can't move to see	none	PO	Poppletton	Nov-17		public & staff use





Ownership (R/W to complete)	Device Type (from list)	Device Make & Model	Serial Number	CYC Asset Tag	Other ID number	Branch	Location note	Acquisitions/Last date	If crossing off, explanation of what happened?	Any other notes (e.g. Description) if not clear what it is from the other columns
CYC	PC (learning network)	Lenovo M93		63303	th4	TH				
CYC	PC (learning network)	Lenovo M93		63304	th5	TH		Listed at transfer		
CYC	PC (learning network)	Lenovo M93		63310	th6	TH		Listed at transfer		
CYC	PC (learning network)	Lenovo M93		63311	th7	TH		Listed at transfer		
CYC	PC (learning network)	Lenovo M93		63312	th8	TH		Listed at transfer		
CYC	PC (learning network)	Lenovo M93		63313	th9	TH		Listed at transfer		
CYC	PC (public)	397187		64100	TANG01	TH		Listed at transfer		
CYC	PC (public)	1997190		64103	TANG02	TH		Listed at transfer		
CYC	PC (public)	1997194		64108	TANG03	TH		Listed at transfer		
CYC	PC (public)	1932215		64105	TANG05	TH		Listed at transfer		
CYC	PC (public)	1997201		64114	TANG04	TH		Listed at transfer		
CYC	PC (staff)	HP		62746		TH	Upstairs office	Listed at transfer		
CYC	PC (staff)	Viglen Genie		64002		TH	Reception	Listed at transfer		
CYC	PC (staff)	HP		64650		TH	Reception	Listed at transfer		
CYC	PC (staff)	HP		70341		TH	Office	Listed at transfer		
CYC	PC (staff)	HP		70390		TH	Upstairs office	Listed at transfer		
CYC	PC (staff)	HP		70399		TH	Upstairs office	Listed at transfer		
CYC	PC (staff)	HP		70709		TH	Office	Listed at transfer		
CYC	Phone (desk or cordless)	Mitel 5330				TH	Upstairs office	Jul-15		
Explore	Phone (desk or cordless)	Mitel 5330				TH	Upstairs office	Jul-15		
Explore	Phone (desk or cordless)	Mitel 5330				TH	Upstairs office	Jul-15		
Explore	Phone (desk or cordless)	Mitel 5330				TH	Office	Listed at transfer		
Explore	Presentation	Epson EB 470				TH	ICT suite	Listed at transfer		
Explore	Printer or MFD	EB 503				TH	Office	Listed at transfer		
Explore	Printer or MFD	Danwood desktop MFD		60906		TH	Office	Listed at transfer		
Explore	Printer or MFD	Lermark X4150 with touchscreen kiosk	7528634010K17			TH				
York Learning?	Printer or MFD	HP Laserjet P3015				TH	ICT suite			
York Learning?	Printer or MFD	HP Officejet Pro 65400				TH	ICT suite			
Explore	RFD kiosk	INT10900			RFID-TH1	TH		Listed at transfer		
Explore	RFD kiosk	INT10909			RFID-TH2	TH		Listed at transfer		
Explore	RFD tag pad	Intelligent	2120400			TH	Transferred to TH Lib	Listed at transfer	Was HX now at TH	
Explore	RFD tag pad	Intelligent	2120384			TH		Listed at transfer	Was at SW, now at TH	
Explore	Tablet or E-reader	DMPK0K48F193				TH		Listed at transfer		
Explore	Tablet or E-reader	62V8RT1				TH		Listed at transfer		
Explore	Tablet or E-reader	000207083462072V				TH		Listed at transfer		
Explore	Tablet or E-reader	B02416043087094X				TH		Listed at transfer		
Explore	Tablet or E-reader	61338283001694				TH		Listed at transfer		
Explore	Tablet or E-reader	3024660008653069				TH		Listed at transfer		
Explore	Tablet or E-reader	RF2208V8ED				TH		Listed at transfer		
Explore	Tablet or E-reader	914030101763A37864				TH		Listed at transfer		
Explore	Tablet or E-reader	G07121654502090610456				TH		Listed at transfer		
Explore	Tablet or E-reader	Thermal Receipt Printer EPOSNOW-80LUS	2020280850			TH	Counter			
Explore	Till	EPS terminal PRO-C15				TH	Counter			
Explore	Audio/Visual	Lenovo X230		63409		YO	Lendal room locker	Listed at transfer		Was Victoria's now general
Explore	Laptop			71005		YO	ALH			
Explore	Laptop	Lenovo Notebook TP W540 8G	21960361553			YO	ALH			
Explore	Laptop	Dell Latitude E5500	LIB10	CYC 64883		YO	ALH	Dec-14		
Explore	Laptop	151033				YO	Office	Listed at transfer	Came back from Vorcraft?	
Explore	Laptop	Dell Latitude E5500	LIB5			YO	Office	Listed at transfer		
Explore	Laptop	Dell Latitude E5500	LIB6			YO	LH desk	Listed at transfer		
Explore	Laptop	Dell Latitude E5500	LIB9			YO	LH desk	Listed at transfer		
CYC	Monitor			53980		YO	Childrens area			
CYC	Monitor			54616		YO	Childrens area			
CYC	Monitor			56197		YO	Main area ground floor			
CYC	Monitor			56293		YO	Main area ground floor			
CYC	Monitor			56293		YO	Ground floor front room			
CYC	Monitor			56477		YO	Office 2			
CYC	Monitor			56895		YO	Main area ground floor			
CYC	Monitor			56896		YO	Childrens area			
CYC	Monitor			56898		YO	Childrens area			
CYC	Monitor			56899		YO	Staff food childrens area			
CYC	Monitor			56900		YO	safe front room			
CYC	Monitor			56902		YO	Main area ground floor			
CYC	Monitor			56903		YO	safe front room			
CYC	Monitor			56906		YO	Childrens area			
CYC	Monitor			56907		YO	safe front room			
CYC	Monitor			56910		YO	safe breakfast bar			
CYC	Monitor			56911		YO	safe breakfast bar			
CYC	Monitor	Phillips		56913		YO	Trenage area			
CYC	Monitor			56914		YO	safe front room			
CYC	Monitor			56915		YO	Public PC in ALH			
CYC	Monitor	Phillips		56916		YO	Public PC in ALH			
CYC	Monitor	Phillips		56917		YO	Office 2			
CYC	Monitor			56921		YO	Main area ground floor			



Ownership (RM to complete)	Device Type (from list)	Device Make & Model	Serial Number	CYC Asset Tag	Driver ID number	Branch	Location note	Acquisition/Last date	If creating off, explanation of what happened?	Any other notes (e.g. Description if not clear what is from the other submine)
CYC	PC (public)	Viglen PC	1997175	64023	LEND01	YO	main area grd floor	listed at transfer		
CYC	PC (public)	Viglen PC	2075838	61991	LEND04	YO	main area grd floor	listed at transfer		
CYC	PC (public)	Viglen PC	2075828	61980	LEND02	YO	main area grd floor	listed at transfer		
CYC	PC (public)	Viglen PC	2081155	61034	LEND03	YO	main area grd floor	listed at transfer		
CYC	PC (public)	Viglen PC	2075829	61981	LEND04	YO	main area grd floor	listed at transfer		
CYC	PC (public)	Viglen PC	2075842	61977	LEND05	YO	main area grd floor	listed at transfer		
CYC	PC (public)	Viglen PC	2081157	61037	LEND06	YO	main area grd floor	listed at transfer		
CYC	PC (public)	Viglen PC	2075832	61989	LEND07	YO	main area grd floor	listed at transfer		
CYC	PC (public)	Viglen PC	2081156	61026	LEND08	YO	main area grd floor	listed at transfer		
CYC	PC (public)	Viglen PC	2075839	61992	LEND09	YO	cafe front room	listed at transfer		
CYC	PC (public)	Viglen PC	2075851	61022	LEND10	YO	main area grd floor	listed at transfer		
CYC	PC (public)	Viglen PC	2075848	61015	LEND11	YO	teenage area	listed at transfer		
CYC	PC (public)	Viglen PC	2081154	61027	LEND12	YO	cafe front room	listed at transfer		
CYC	PC (public)	Viglen PC	2075846	61994	LEND13	YO	cafe front room	listed at transfer		
CYC	PC (public)	Viglen PC	2075836	61984	LEND14	YO	childrens library	listed at transfer		
CYC	PC (public)	Viglen PC	2075831	61987	LEND15	YO	childrens library	listed at transfer		
CYC	PC (public)	Viglen PC	2081152	61028	LEND16	YO	childrens library	listed at transfer		
CYC	PC (public)	Viglen PC	2075833	61982	LEND17	YO	childrens library	listed at transfer		
CYC	PC (public)	Viglen PC	2075852	61018	LEND18	YO	childrens library	listed at transfer		
CYC	PC (public)	Viglen PC	2075801	61017	LEND19	YO	front room grd floor	listed at transfer		
CYC	PC (public)	Viglen PC	2075849	61021	LEND20	YO	front room grd floor	listed at transfer		
CYC	PC (public)	Viglen PC	2075843	61999	LEND21	YO	front room grd floor	listed at transfer		
CYC	PC (public)	Viglen PC	2075850	61016	LEND22	YO	front room grd floor	listed at transfer		
CYC	PC (public)	Viglen PC	2075840	61998	LEND23	YO	cafe breakfast bar	listed at transfer		
CYC	PC (public)	Viglen PC	2075835	61982	LEND24	YO	cafe breakfast bar	listed at transfer		
CYC	PC (public)	Viglen PC	2075834	61984	LEND25	YO	cafe breakfast bar	listed at transfer		
CYC	PC (public)	Viglen PC	2075845	61996	LEND26	YO	cafe breakfast bar	listed at transfer		
CYC	PC (public)	Viglen PC	2075837	61988	LEND28	YO	local hist lib 1st floor	listed at transfer		
CYC	PC (public)	Viglen PC	2076302	61023	LEND30	YO	local hist lib 1st floor	listed at transfer		
CYC	PC (public)	Viglen PC	2081153	61025	LEND31	YO	local hist lib 1st floor	listed at transfer		
CYC	PC (public)	Viglen PC	2075847	61993	LEND32	YO	local hist lib 1st floor	listed at transfer		
CYC	PC (public)	Viglen PC	2075841	64577	LEND33	YO	family history 1st floor	listed at transfer		
CYC	PC (public)	Viglen PC	2075844	64559	LEND34	YO	family history 1st floor	listed at transfer		
CYC	PC (public)	Viglen PC	2075830	64558	LEND35	YO	family history 1st floor	listed at transfer		
CYC	PC (public)	Viglen, genie spare PC		61995		YO	Rear stairs cupboard	Added at audit Jan 16		
CYC	PC (public)	Viglen, genie spare PC		?		YO	Rear stairs cupboard	Added at audit Jan 16		
CYC	PC (public)	Lenovo M93		CYC 7777? obscured - guess CYC649		YO	Family History Room Microfilm sc	Added at audit Jan 16		
CYC	PC (public)	Lenovo M93		CYC 64543		YO	Main ALH room OPAC	Dec-14		
CYC	PC (public)	Lenovo M93		CYC 64545		YO	Foyer touchscreen	Dec-14		
CYC	PC (public)	Lenovo M93		CYC 64556		YO	Main ALH room OPAC	Dec-14		
CYC	PC (public)	Lenovo M93		CYC 64557		YO	Family History Room Research PC	Dec-14		
CYC	PC (public)	Lenovo M93		CYC 64558		YO	Family History Room Research PC	Dec-14		
CYC	PC (public)	Lenovo M93		CYC 64559		YO	Family History Room Research PC	Dec-14		
CYC	PC (public)	Lenovo M93		CYC 64945		YO	Family History Room Microfilm sc	Dec-14		
CYC	PC (public)	Lenovo M93		CYC 64946		YO	Family History Room Microfilm sc	Dec-14		
CYC	PC (staff)	Wyse		56946		YO	Reception desk Gnd floor	listed at transfer		
CYC	PC (staff)	Type B		59781		YO	ALH?	listed at transfer		Relocated to YO
CYC	PC (staff)	Type B		60209		YO	Office	listed at transfer		Came back from Yorcraft?
CYC	PC (staff)	HP		60241		YO	Office 1	listed at transfer		
CYC	PC (staff)	HP		60366		YO	Office 2	listed at transfer		
CYC	PC (staff)	HP		60458		YO	G2	Added at audit Jan 16		
CYC	PC (staff)	HP		60466		YO	Lendal Room	listed at transfer		
CYC	PC (staff)	HP		60688		YO	Lendal Room	listed at transfer		
CYC	PC (staff)	HP		60600		YO	Office 2	added at audit Jan 16		
CYC	PC (staff)	HP		60620		YO	Staff pod childrens area	added at audit Jan 16		
CYC	PC (staff)	HP		60683		YO	Office 2	added at audit Jan 16		
CYC	PC (staff)	HP		60960		YO	Office 2	added at audit Jan 16		
CYC	PC (staff)	HP		60962		YO	Office 2 - 1st floor	added at audit Jan 16		
CYC	PC (staff)	HP		60969		YO	Main area staff pod	added at audit Jan 16		
CYC	PC (staff)	HP		61069		YO	Office 2 - 1st floor	added at audit Jan 16		
CYC	PC (staff)	Type B		61069		YO	Lendal Room	added at audit Jan 16		
CYC	PC (staff)	Type B Viglen Genie		61983		YO	G2	added at audit Jan 16		
CYC	PC (staff)	HP		62222		YO	Office 2	added at audit Jan 16		
CYC	PC (staff)	HP		62299		YO	Reception Desk	added at audit Jan 16		
CYC	PC (staff)	HP		63504		YO	Lendal Room	added at audit Jan 16		
CYC	PC (staff)	Type B Viglen Genie		64063		YO	G2	added at audit Jan 16		
CYC	PC (staff)	Type B		64123		YO	Reception Gnd floor	added at audit Jan 16		
CYC	PC (staff)	HP		64462		YO	Office 2	added at audit Jan 16		
CYC	PC (staff)	HP		64878		YO	Office 2	added at audit Jan 16		
CYC	PC (staff)	HP		70325		YO	Staff pod info room	added at audit Jan 16		
CYC	PC (staff)	HP		70333		YO	Office	added at audit Jan 16		
CYC	PC (staff)	HP		70391		YO	Office 1	added at audit Jan 16		Was HK, moved to YO 01
CYC	PC (staff)	HP		70391		YO	Office 1	added at audit Jan 16		Was HK, now YO (Lendal or 01?)
CYC	PC (staff)	HP		70392		YO	Staff desk	added at audit Jan 16		
CYC	PC (staff)	HP		70999		YO	G2	added at audit Jan 16		

Ownership (If it is complete)	Device Type (From list)	Device Make & Model	Serial Number	SVC Asset Tag	Chiller ID number	Branch	Location notes	Acquisition/Use date	If crossing off, explanation of what happened?	Any other notes (e.g. Description if not clear what it is from the other columns)
Explore	PC (staff)	Lenovo M93		CYC 64879		YO	Staff Counter LH lib	Dec-14		
CYC	PC (staff)	HP thin terminal		CYC 64943		YO	Staff counter reading room	Dec-14		
CYC	PC (staff)	HP thin terminal		CYC 64948		YO	Staff Counter LH lib	Dec-14		
CYC	PC (staff)	iMac				YO	ICT suite	Added at audit Jan 16		
CYC	PC (staff)	Lab 46 touchscreen table				YO	Office	Added at audit Jan 16		
Explore	Phone (desk or cordless)	Siemens Gigaset E630 Cordless w/ two handsets				YO	Staff counter LH lib	Dec-14		
Explore	Phone (desk or cordless)	Mitel 5330				YO	Upstairs office	Jul-15		
Explore	Phone (desk or cordless)	Mitel 5330				YO	Upstairs office	Jul-15		
Explore	Phone (desk or cordless)	Mitel 5330				YO	Upstairs office	Jul-15		
Explore	Phone (desk or cordless)	Mitel 5330				YO	Upstairs office	Jul-15		
Explore	Phone (desk or cordless)	Mitel 5330				YO	Upstairs office	Jul-15		
Explore	Phone (desk or cordless)	Mitel 5330				YO	Upstairs office	Jul-15		
Explore	Phone (desk or cordless)	Mitel 5330				YO	Upstairs office	Jul-15		
Explore	Phone (desk or cordless)	Mitel 5330				YO	Upstairs office	Jul-15		
Explore	Phone (mobile)	Mitel IP phones x 8				YO	Can find x7 not 8	Added at audit Jan 16		
Explore	Presentation	108.1	36727805/4608675		07789 821107	YO	York Explore Leaders	Nov-17	Listed at transfer	
Explore	Presentation	Samsung 32" Slim LED HD 3D Television	CF735IF400289			YO	ALH TV screen	Dec-14		
Explore	Presentation	Samsung 32" Slim LED HD 3D Television	CF735IF400287			YO	ALH TV screen	Dec-14		
Explore	Presentation	Samsung 32" Slim LED HD 3D Television	ZCFT35FA00218F			YO	ALH TV screen	Dec-14		
Explore	Presentation	Samsung 32" Slim LED HD 3D Television	ZCFT35FA00211M			YO	ALH TV screen	Dec-14		
Explore	Presentation	Multiscreen PC + plasma screen	ZCFT35FA00333Y			YO	Office 2 and safe front room	Dec-14	Listed at transfer	
Explore	Presentation	UF55 Smartboard				YO	Briefley	Listed at transfer		
Explore	Presentation	UF55 Smartboard				YO	ICT suite	Listed at transfer		
Explore	Presentation	UF55 Smartboard				YO	Maniott	Listed at transfer		
Explore	Presentation	UF55 Smartboard				YO	Garden Room	Listed at transfer		
CYC	Printer or MFD	HP LaserJet 1320n		54644		YO	Reception desk	Added at audit Jan 16		staff
CYC	Printer or MFD	Danwood Desktop MFD HP M3035xs MFP	CMRT3200M	60907		YO	Lendal	Listed at transfer		staff
CYC	Printer or MFD	Danwood MFD CM6000MFP	JPC26V000	60909		YO	Office 2 - 1st floor	Listed at transfer		staff
CYC	Printer or MFD	Danwood MFD HPW3035MFP	CMRT320F0	60910		YO	ALH	Listed at transfer		staff
Explore	Printer or MFD	HP Color LaserJet Enterprise M750dn	LCAL12F10L00T0			YO	ALH staff Counter	Dec-14		public
Explore	Printer or MFD	Lermark XC4150 with touchscreen kiosk				YO	Local History			public
Explore	Printer or MFD	Lermark XC4150 with touchscreen kiosk				YO	Reception desk			public
Explore	RFID kiosk	SmartServe400+ payment unit	752873201.1H3Y			YO	Main area ground floor		Was HK, now YO 02	
Explore	RFID kiosk	SmartServe400+ payment unit	INT10941		REID-HX1	YO		Listed at transfer		
Explore	RFID kiosk	SmartServe400+ payment unit incl chip n pin	INT10932		REID-Y01	YO	Childrens area Gnd floor	Listed at transfer		
Explore	RFID kiosk	SmartServe400+ payment unit incl chip n pin	INT10931		REID-Y02	YO	Main area Gnd floor	Listed at transfer		
Explore	RFID kiosk	SmartServe400+ payment unit incl chip n pin	INT10939		REID-Y03	YO	Main area Gnd floor	Listed at transfer		
Explore	RFID kiosk	SmartServe400+ payment unit incl chip n pin	INT10930		REID-Y04	YO	Info room Gnd floor	Listed at transfer		
Explore	RFID scanning gun	Intelligent				YO		Listed at transfer		
Explore	RFID scanning gun	Intelligent	2716090			YO	Lendal room	Listed at transfer		
Explore	RFID tag pad	D-Tech Staffpad Staff Station				YO	Local History	Dec-14		BI's old one, now at YO
Explore	Scanner	Microfilm Scanner Covergold SL1000	S181001149			YO	Family history	Dec-14		
Explore	Scanner	Microfilm Scanner Covergold SL1000	S181001150			YO	Family history	Dec-14		
Explore	Scanner	Microfilm Scanner Covergold SL1000	S181001151			YO	Family history	Dec-14		
Explore	Scanner	Covergold BookEye 4 Kiosk	BE4-B0LK2-V2-00073228B8C8			YO	Local History	Dec-14		
Explore	Scanner	Covergold BookEye 4 Kiosk	BE4-B0LK2-V2-00073228E7C			YO	Local History	Dec-14		
Explore	Scanner	Photo negatives scanner: Canon CanoScan 9000F				YO	ALH / Office 2	Aug-15		
Explore	Tablet or E-reader	Apple iPad 10" MD5108	DMPK4HAF182			YO	Lendal room locker	Listed at transfer		
Explore	Tablet or E-reader	Apple iPad 10" MD5108	DYV255MDV6G			YO	Lendal room locker	Listed at transfer		
Explore	Tablet or E-reader	Bresate (modified Samsung Tab 2)	RF2CC009GA			YO	Lendal room locker	Listed at transfer		
Explore	Tablet or E-reader	Kindle Fire	D20KBC381037			YO	Lendal room locker	Listed at transfer		
Explore	Tablet or E-reader	Kindle Paperwhite (NND1E0TUCHWIF	8024169430870965			YO	Lendal room Locker	Listed at transfer		
Explore	Tablet or E-reader	Kobo - Gsr N013-560-B	638283002498			YO	Lendal room Locker	Listed at transfer		
Explore	Tablet or E-reader	Lenovo Thinkpad Tablet 2 10.1" N55PUK	R9MVA4X			YO	Lendal room Locker	Listed at transfer		
Explore	Tablet or E-reader	Hook Simple Touch Glowlight Nook	302465011-409306X			YO	Lendal room Locker	Listed at transfer		
Explore	Tablet or E-reader	Samsung Galaxy Tab 2	RF2D308BAKV1			YO	Lendal room Locker	Added at audit Jan 16		
Explore	Tablet or E-reader	Samsung Galaxy Tab 3 7" (insurance replacement) SM-T210	RF2DA13054K			YO	Lendal room locker	Listed at transfer		
Explore	Tablet or E-reader	Tesco Hudl	1040J00763AH40013			YO	Lendal room locker	Listed at transfer		
Explore	Tablet or E-reader	Versus Touch Pad 7" VSTOUCHPAD10	G0712165415012090610461			YO	Lendal room locker	Listed at transfer		
Explore	Tablet or E-reader	Epos Now				YO	LH desk			



## **Part 4 – ICT Requirements**



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## **Introduction to Current Provision**

City of York is in a unique position as one of the first fibre cities to offer good connectivity to its residents, schools and businesses. It has a continuing vision to stay at the forefront of technological change to continue to provide excellent connectivity to all. The Authority has a single Managed Service Provider which looks after its voice and data network as well as all the connectivity. This managed service partner is currently Pinacl. The Authority is carrying out a procurement for a new MSA and a supplier is likely to be in place by quarter four 2019.

All libraries are currently connected via fibre infrastructure. The Authority fibre infrastructure is split between its corporate provision and education provision to ensure security and Public Sector Network (PSN) compliance. The library service currently uses both fibre networks education and corporate. The corporate network is used for staff ICT breakout while the remaining library ICT services (including public access PCs) utilise the education fibre. The current breakout ISP for the majority of the library services is JANET (Joint Academic Network - JISC). The staff ICT however breaks out through our corporate Internet egress which is through KCOM. (Please see diagram below.)

All libraries have public access Wi-Fi connectivity and a new public access printing solution has recently been installed and is supported by Surf Box/United Carlton. Additionally the libraries have in place self service Kiosks which are supported by Bibliotheca. The RFID solution is also through Bibliotheca. The libraries use Sirsi Dynix as their Library Management System (LMS) and this has a level of integration with the Bibliotheca self service kiosks. Pharos is currently utilised within libraries for the purpose of booking public access PCs within the libraries. There are currently around 86 Public Access PCs across the 14 library sites.

Within the libraries there is also some York Learning provision in the form of 65 PCs. There is some shared use of these resources between libraries and York Learning. York Learning ICT provision and support remains outside the scope of this ITT as they will continue to take their services from the Authorities Corporate IT department however please refer to section **York Learning ITT Provision** for details of expectations from the contractor on how to manage these joint resources including the sharing of room use.

## **Required Outcome**

The Contractor shall ensure that the ICT requirements set out in this schedule Part 4 will meet the needs and requirements of a modern and innovative Library Service.

## **Performance Standards**

The Contractor's responsibilities are set out clearly throughout this schedule from this point, detailing under each heading the required standard and level of performance required.

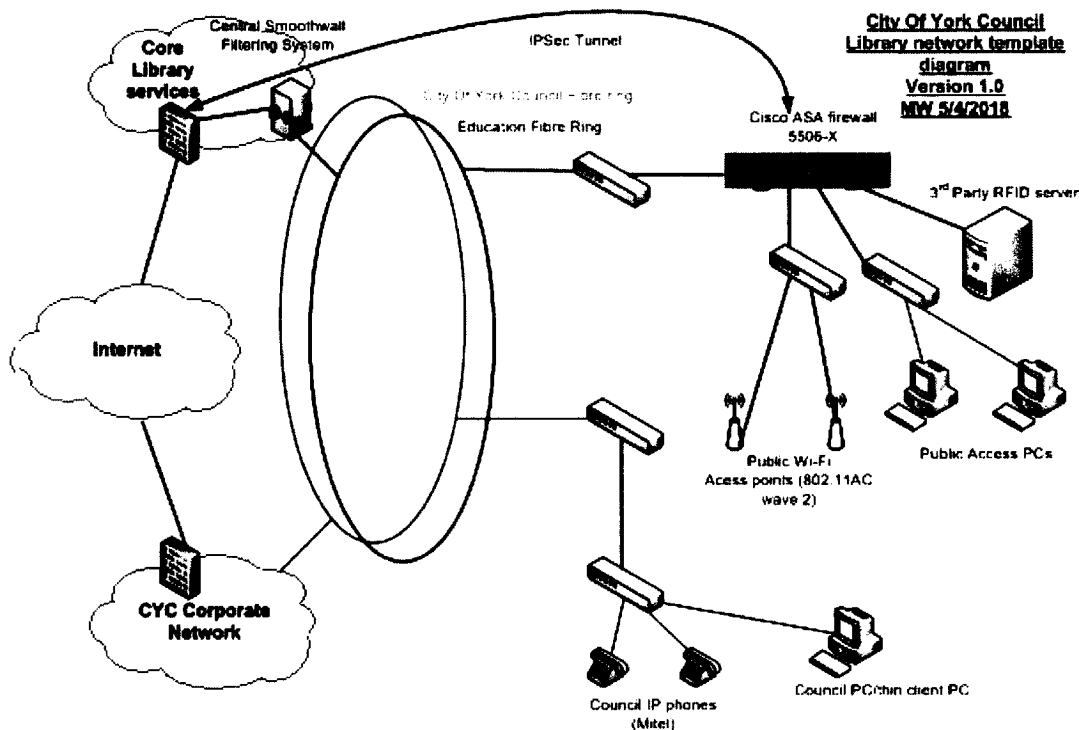


Figure 1- Library Network Current Presentation

### York Learning Provision

The Contractor under the terms of this Contract is required to work in partnership with York Learning to ensure they have access to ICT rooms within libraries to deliver an adult education programme of ICT based learning. This will necessitate a strong relationship between the Contractor and the Authority's ICT department.

The Authority will be providing York Learning staff with a data and telephony network in the following rooms, some indicative information is provided about the data and VOIP network points. These are subject to change.

Library	Room	No of Network points (Data & VOIP)
City Centre	Brierly Room	4

## Authority's Requirements Part 4 – ICT Requirements

	Garden Room	10
	Media Room	32
	Marriot Room	1 data and 1 VoIP
Acomb	Room 1	1 data and 1 VoIP
	Room 3 (IT Room)	At least 13 network + 1 VoIP
	Room 4	1 data and 1 VoIP
Clifton	IT Room	At least 15 network and 1 VoIP
	Admin Office	8 network 1 VoIP
Burnholme	Admin Room (FO25)	Proposed 3 network + 1 VoIP
	Multi Use	1 data and 1 VoIP
	FO1, FO2, FO4, FO6, FO7	At least 13 network + 1 VoIP

In addition the active equipment to manage this ICT provision is currently hosted in the communications rooms of the libraries or in secure cabinets located in the library so access will be required to these by the Authority's ICT department.

There is some joint use of this ICT provision between libraries and York Learning. It is essential that the Contractor works together with the Authority to quickly identify any ICT issues when these resources are being used by the library. It is expected that an agreement around shared resources will govern usage. See Part 1 of Specification Annex 3 – York Learning Requirements.

### **Server Rooms and Access Agreements**

The server rooms at certain Library sites are network hubs for multiple Authority remote sites (Spokes). The Authority will retain ownership and governance of these rooms and will continue to facilitate present and future Authority IT requirements as deemed necessary. The Authority will also continue to govern existing / new third parties use within these rooms (e.g. Police etc) which will be maintained until future dates governed by the Authority.

## Authority's Requirements Part 4 – ICT Requirements

Within the server rooms, the Authority data cabinets house the Libraries infrastructure and cabling terminations. It is accepted that due to space limitations that the cabling is unlikely to be able to be separated from the Authorities IT infrastructure therefore a data cabinet / cabling infrastructure sharing agreement will need to be established.(Third Party Access Policy).

The Authority will have full access to these server rooms without prior arrangement with the Contractor.

### **Fibre Network**

The Authority will provide the Contractor with a segregated network and an internal IP address presented as an edge switch at each library utilising the existing fibre connectivity into each library. The Contractor may then connect this network to their own preferred Internet egress solution.

All library data except data associated with payments may traverse this network. If the Contractor requires payments to be taken for any services (e.g. Kiosks) , these transactions must break out through a separate provision which the Contractor is responsible for procuring and maintaining. Due to PCI compliance regulations the Authority will not allow any transactional data over any part of its infrastructure.

The fibre network connection and the segregated data network with internal IP Address range are provided by the Authority. Their availability will be based on the Service Level Agreement that the Council has with its managed service provider. At the moment the MSA provider is Pinacl. There are no further guarantees of availability to the Contractor beyond the Service Level Agreement agreed between the Authority and its Managed Service Partner. For the avoidance of doubt the only SLA governing this service is the one between the Authority and its current MS partner Pinacl. The Contractor accepts the service as is without any further guarantees of availability.

**Public Wi-Fi Network**

The support and ownership of the public access Wi-Fi network will remain within the responsibility of the Authority. Therefore it is essential that some agreed protocols between the Contractor and the Authorities ICT department are drawn up for the purpose of ensuring swift reporting and resolution of any issues. This is to include any collaboration required in identifying the nature of the fault.

There are 27 Wireless Access Points across 15 branches; the wireless standard used is 802.11ac. The service is firewalled and filtered and has virus checking of Internet content. Members of the public are presented with a splash screen defining terms and conditions of use. The filtering profile for the wireless network has been defined by library staff and the filtering solution used is Smoothwall.

The Wi-Fi network is available to the Contractor as part of its library provision but it should be noted there are no further guarantees of availability to the Contractor beyond the Service Level Agreement agreed between the Authority and its Managed Service Partner. For the avoidance of doubt the only SLA governing this service is the one between the Authority and its current MS partner Pinacl. Current performance for that SLA is shown below. The Contractor accepts the service as is without any further guarantees of availability.

**Availability in May 2018**

The network is required to be available for the hours set out in the following table:  
 ? Availability figures have been based on 210 hour month. These are 08:00am to 18:00pm excluding bank holidays Monday to Friday.

Network Element	Normal Hours Required	Availability Target	Availability Achieved
Core Switches	24x7x365	99.89%	100%
Core Routers	24x7x365	99.89%	100%
VOIP Controllers and Associated Equipment	24x7x365	99.79%	100%
Internet Access	24x7x365	99.89%	100%
CCTV (Analogue Fibre)	24x7x365	99.95%	100%
Traffic Control Circuits (EPS & DSL/ISDN)	24x7x365	99.00%	*
Schools and Libraries	24x7x365	99.89%	100%

**Reliability in May 2018**

The Mean time between system incidents (MTBSI) will be calculated in the following manner:

?  $MTBSI = MTBF + MTRS$

Where

?  $MTBF = \text{Mean Time between Failures}$

?  $MTRS = \text{Mean Time to Restore Service}$

Network Element	MTBSI Target	MTBSI Achieved
Firewalls	6 months	100%
Internet access	9 months	100%
Core switches	4 months	100%
Core routers	4 months	100%
VOIP Controllers and associated kit	6 months	100%
Circuits	12 months	100%

### **Further Discussions Around Network Architecture**

As there is considerable complexity and several design implications of presenting the new library operator with a segregated network over the Authorities fibre provision it is expected that workshops and further negotiations will be required prior to any provider submitting their final bid response. **The Initial point of contact for clarification is via the procurement team through the online tendering portal.**

Please note that there may be further implications arising from these discussions around the network presentation and potential additional requirements to be met.

### **Future Models for Deployment of ICT in Gateway Libraries**

Over time the Contractor is expected to relocate some of the gateway libraries out of the Authority owned buildings and instead co-locate its provision within community buildings owned by other organisations. This is currently the model for New Earswick library.

In this scenario, if any the Authority services are to be deployed at those sites (e.g. York Learning Provision), there is an expectation of lockable separate data cabinets for this provision in order to maintain the Authorities Public Sector Network (PSN) compliance requirements. The Contractor will be responsible for ensuring these facilities are part of the negotiation process for any co-location agreements.

### **Sites With Differing Connectivity Arrangements**

Although the majority of the library sites are connected to the Authorities fibre network and have public access WI-FI. There are a number of exceptions these are:

1. The Community library hub being established at the Community Stadium
2. The temporarily re-housed Haxby Library
3. The mobile library

In relation to the new library planned to open in June 2019 in the Community Stadium hub, the public Wi-Fi and the Internet service will be provided by the Council's leisure operator Greenwich Leisure Ltd (GLL).

The Haxby temporary library and the mobile library both currently use 3G or 4G routers for connectivity.

### **Active Equipment Library Network**

It will be the Contractor's responsibility to provide the active equipment that connects to the Authorities edge switch in each library. It will be essential as part of the clarification process to understand how much active equipment and Communication Cabinets the Contractor will be installing in each library and to manage any issues arising from this clarification process, for instance, additional cooling and ventilation required as a result of the clarification process. Any new requirement identified as a result of this clarification, e.g. additional cooling and ventilation will be a Contractor responsibility to resource and implement.

It is the Contractor's responsibility to specify and procure throughout the lifetime of the contract any additional core active equipment, additional data and telephony cabling, Internet provision; etc that is deemed necessary to facilitate a high performing network.

### **Internet Service Provision**

The current library staff network breaks out through the Authorities corporate Internet egress (KCOM) while the Public Access internet breakout is via the education Internet egress (JANET).

Although the Contractor will have access to the Authorities fibre network connecting all the library sites (except the Stadium, and temporarily Haxby), the corporate and education internet egress will not be available to the Contractor. The Contractor will therefore at its own expense need to connect the Library network to Internet Service Provision.

### **Firewalls and Virus Checking**

The Contractor must ensure that the Library network is secure and that the appropriate measures are in place to prevent malicious attacks to the network. The Contractor's provision must include a virus checking solution for the internal network and where Internet access provision is included, there should also be virus checking of web content. Virus definitions should be updated regularly to ensure the effectiveness of the solution. Windows updates and server patches applied regularly according to industry standards. Firewalls and security protocols should be in place to ensure that the network is protected from outside malicious attack such as DDOS attacks. The design, support and administration of the network by the Contractor must comply with industry standards around information security management.

### **Filtering and E-Safety**

The Contractor will ensure the e-safety of the public access ICT provision and staff ICT provision. In particular, the e-safety of children and vulnerable people will be considered via the deployment of an appropriate filtering solution. Additionally, the Contractor will be responsible for encouraging positive online behaviors and ensuring that where appropriate Internet Access Policies and Acceptable Use Policies are in place.

### **Security and Integrity of Library Network**

The Contractor is required to provide a secure library network that is compliant with Information Security Management Standards ISO 27001.

The Contractor must meet the requirements of Data Protection and GDPR with regards to the security and integrity of the data on the network.

The Contractor should comply with all relevant requirements for services provided over the network such as PCI requirements for transactional data.

Any remote access into the network either by the Contractor, staff or 3<sup>rd</sup> party should be managed securely.

### **Other Security Requirements**

The Contractor must make provision for current and future legislative requirements and industry standards for security. The Contractor is required at its own expense to carry out annual penetration testing on the Library network provision. The Contractor will provide the Authority with a timely copy of this testing output report. The Contractor will resolve any issues identified in the penetration testing at its own expense expediently. If the issues are not resolved in a timely manner the Authority reserves the right to remove the Contractor from the Fibre connectivity in order to ensure its own compliance with Public Sector Network (PSN) standards.

### **Data Security Breaches**

In the event of a data security breach, the Contractor is responsible for notifying and reporting to the Information Commissioner; and for taking the appropriate measures to deal with the breach incident, including improving security measures and processes to prevent a future occurrence.

### **Cabling**



## Authority's Requirements Part 4 – ICT Requirements

In the event that further data cabling is required in the Authority owned library building, the Contractor will liaise with the Authorities Property team for advice on the most appropriate way forward especially as some of the Library buildings are listed buildings.

### **Telephony**

The Authority will not provide any telephony arrangements to the Contractor; it will be the responsibility of the Contractor to provide all telephony for Library Services users only. Where Authority staff continue to work from Library sites (York Learning staff) they will continue to be connected via the existing Authority Telephony VOIP network.

The installation and use of new telephone lines will be the responsibility of the Contractor.

The Contractor will consider keeping the existing telephone number for the library and the Authority will, where possible, consider transferring the telephone number(s)/systems. This may not be possible in all circumstances. It will be the responsibility of the Contractor to manage the transfer of the number from the Authority's telephony supplier where possible.

Where changes to telephone numbers do need to be made, the Contractor will need to ensure that it advertises these changes effectively and updates existing materials accordingly.

### **Library ICT Equipment**

The Contractor will be responsible for providing all the ICT equipment needed to deliver the Services.

At the Commencement Date, the Authority will provide the Contractor with the equipment set out in the equipment lists at Annex 5A – Authority Equipment Inventories.

The Contractor and the Authority will agree an inventory of equipment that is transferred to the Contractor. The Contractor will maintain this inventory throughout the contract.

The Contractor will maintain and replace the equipment as required during the contract term and will provide any equipment necessary to provide the service.

The Contractor shall maintain the inventory of equipment used at Libraries; this will include both Authority equipment and the Contractor's own equipment, as set out in Part 1, section 1.18. of the Service Specification. A copy of this inventory will be

## Authority's Requirements Part 4 – ICT Requirements

provided to the Authority's Representative by the commencement of each Contract Year.

The Contractor shall purchase equipment (including furnishings and IT equipment) when Equipment List (inventory) items need replacing. These purchases will be made as part of the service delivered by the Contractor for the Contract Price.

The Contractor will ensure that upon conclusion of the contract, the Equipment is transferred back to the Authority in a comparable condition to that which it was in on transfer to the Contractor at the beginning of the contract term.

Upon conclusion of the contract, the Contractor shall transfer back to the Authority any equipment on the Equipment List that is Authority equipment, including items purchased as replacements at no cost to the Authority.

At the cessation of this contract, the Authority would expect any ICT hardware transferred to the Contractor to be returned in a comparable condition (taking into account dilapidation).

### **Licensing**

The Contractor is required to ensure that the ICT service provided is fully licensed and that this licensing remains current and is appropriately audited and documented.

For the purpose of clarity, any ICT equipment transferred to the Contractor will not include any licensing (e.g. Microsoft, Adobe, etc.) the contractor must purchase all licenses for these devices in their own name as the Authority's current EA licenses will be removed from these devices.

### **Desktop Support**

The Contractor is required to provide desktop support for staff and public access devices. Desktop support is to include a comprehensive and up to date set of core software, including managing installs/updates to client applications specific to the business. Devices to be supported include staff workstations, laptops, tablets and smart phones.

### **Hardware and Software**

It will be the responsibility of the Contractor to provide all of the relevant IT support systems needed to deliver the Contract. This includes (but is not limited to) hardware, software and licensing. The software provided must always be current supportable versions.

Separate provisions for the Library Management System (LMS) are set out below.

The smooth transfer of the service will be dependent on careful planning of the change in provision, and as such the Contractor will need to ensure that they address

changes to ITT in their implementation and exit planning following detailed final consultation with the Authority.

If a system (e.g. Pharos) that is currently co-hosted with Authority systems transferred to the Contractor it will require the Contractor to purchase suitable hardware to move these systems onto. Additionally it will be the Contractor's responsibility to ensure that this hardware and any necessary additional software required for the system is licensed at the Contractor's expense.

### **Library Management System (LMS)**

Currently York Library's use the Sirsi Dynix Symphony 3.5.2 Library Management System.

The Contractor will at their own expense make their own provisions for a Library Management System, on the condition that their system meets the following outputs.

The Contractor, will identify the process for mobilisation and implementation in a project plan and demonstrate how they will minimise the impact on customers, deliver comparable functionality to the existing system (both in terms of service delivery and back office functionality) and undertake the secure transfer of data.

#### Outputs:

- The LMS must keep pace with changing processes, patterns of use and demand;
- The LMS must offer functionality (in terms of service delivery and back office functionality) in keeping with that offered by the Authority's existing systems, unless otherwise agreed with the Authority;
- The LMS must meet all current statutory requirements and good practice guidance on data protection and security;
- The LMS must have the capacity to provide management and performance information to the Authority in accordance with the requirements of the Contract;
- The LMS must provide evidence based stock management and purchase system using LMS records and user feedback to help ensure that stock reflects the needs and interests of people who live, work or study in York;
- The LMS System must integrate with the library website to provide online functionality via the internet to customers and visitors catalogue searches and account based transactions such as requests and loan renewals), including via mobile/tablet applications. This will also include the facility to apply to join the library service online and the Contractor will undertake all necessary back office functions to administer these services.

### **Archives Management System (AMS)**

The Contractor will at their own expense make their own provisions for an Archives Management System. Currently York Library's use CALM v9.2 Archives Management System provided by Axiell. If the Contractor wishes to use an alternative system then it must be an equivalent specification.

### **Self Service Kiosks**

There are currently 28 kiosks (across 16 sites) provided and supported by Bibliotheca.

The Contractor will be responsible for the provision and maintenance of self-service technology (RFID). This responsibility is inclusive of any required data connections and access to the LMS including any integration required.

The Contractor will ensure that any payment transactions are PCI compliant and that no transactional data traverses the Authority infrastructure.

### **Public Access (PA) Network PCs**

The Authority currently provides access to the internet via Public Network terminals in Libraries. There are 86 PCS deployed throughout the library branches.

It will be the responsibility of the Contractor to provide suitable replacements for these PA PCs and suitable Internet Service Provision.

The Contractor will ensure that the PA PC public access is safe and secure with content appropriately filtered and where possible providing a separate filtering profile for children to ensure additional safeguards for them.

### **Public Access (PA) printing solution**

The library service has recently purchased a new PA printing solution through Surf Box which is maintained by United Carlton. There are 5 large printers and 9 small printers installed across the library Facilities. This is in contract for 3 years and it is expected that this contract will novate across to the Contractor.

### **Pharos PA PC booking system**

## Authority's Requirements Part 4 – ICT Requirements

The library PA PC booking system currently hosted by the Authorities ICT department is Pharos. The Contractor may wish to put in place its own provision for a PA PC booking system. It may be possible to transfer the license for Pharos to the Contractor however the Contractor will be responsible for negotiating this with Pharos and for providing the server infrastructure and licenses associated with that infrastructure (e.g. Oracle).

### **Back Office Business Systems**

All relevant Back Office Business Applications will be provided by the Contractor (e.g. Financial management; HR; intranet, etc). GIS solutions and Post code lookup facilities

### **Staff ICT Facilities**

#### General:

Library staff currently have access to productivity software, email, internet browser and where necessary specialised software (such as that required for RFID tagging) and post code look up facilities.

Multi Function Devices (MFD):The Authority provides Canon Multi-Function Devices (MFDs) for staff at libraries which have printing, scanning and photocopying capabilities. These are currently under contract. The Contractor is required to pay an early termination charge for the removal of these devices prior to putting in place its own printing solution. Otherwise, the contract could be novated.

Staff Mobile Phones: Many library staff currently use a mobile phone device provided through the Authorities corporate contract. The Contractor is expected to pick up the contract charge for the duration of the current contract before considering its own provision. The expiry of the current contract is July 2020.

Remote/Home Access: Staff currently also have remote access to the Authorities network via a web portal and secondary authentication protocol (entrust Cards).

Access to Share-point: The Authority has been working towards provision of Share-point to the library staff as this has been identified as a useful tool for the service. The Contractor may wish to consider this as an option in its ICT provision.

### **Transfer Of Electronic Information**

The Contractor will be provided with (via a secure data transfer method) the current data and office files that are used to provide the current library service. The size of files relating to the Library Services shared drive is **324GB**, individual email exchange data **539 GB** and staff personal drives is approximately **56786.12891 MB**

### **Mobile Connectivity**

The Authority currently provides connectivity solutions for the mobile library and for the temporary Haxby library facilities. This is currently via 3g/4g routers. The Contractor is required to provide a comparable or improved provision to these libraries.

### **Foot-fall Counter**

The Contractor must provide a foot fall counter solution to establish foot fall in the library branches.

### **Zipporah and Yortime**

This room and event booking system is primarily used to manage all the York Learning room bookings. The system is hosted by the Authorities ICT department. The Contractor will be required to lead on providing a suitable event and room bookings system throughout the contract term.

### **Managing 3<sup>rd</sup> Party ICT Issues**

The Contractor will be responsible for managing all relevant 3<sup>rd</sup> party providers. Examples include Bibliotheca, United Carlton, the Authorities ICT department. This includes logging faults with these third parties, liaison for fault identification and resolution and general communications.

### **Service Desk/Help Desk Facilities**

The Contractor should provide details of its service desk facilities . The Contractor will advise on response times and fault prioritisation and resolution times. The service desk should have in place an appropriate fault logging system. Transparency around the call logging process, fault resolution and the Service Level Agreement governing the provision should be available to the Authority.

### **Performance Management and Service Delivery Review**

The Contractor will be required to monitor the performance of the ICT provision and ensure Service Level Agreements are met. The contractor will be responsible for arranging Service Delivery Review and regular reporting on the performance of the provision.

### **Refresh of the Library ICT Provision**

The Contractor is required to ensure that the Library ICT provision is current and meets the requirements of staff and customers. Provision should be made to audit and review the provision regularly and monitor its performance. The Contractor is required to build in refresh points for the ICT provision for the duration of the contract at appropriate intervals.

### **Exit Strategy Requirements**

The Contractor is required to set out its exit strategy from the ICT provision for the end of Contract. The Contractor should describe how it will work with any incoming Contractor to ensure an effective and seamless transition period in terms of the ICT provision.

### **Hosting Domain Names Required by the Library Service**

The Contractor shall provide domain hosting services where required and will also be responsible for the transfer of any existing domain names on the commencement of contract.

### **CCTV**

Within the City Centre library, Acomb Library and the new Burnholme Library there is CCTV equipment installed for remote monitoring of these sites. The CCTV service is networked back to the Authorities head quarters, West Offices main CCTV control room.

This provision will remain in place and be supported by the Authorities CCTV contractor. The charge for this service will need to be agreed.

In addition, the main library communications room currently hosts some of the Authorities general CCTV and Urban Traffic Management Centre (UTMC) provision so access will be required.

### **Project Management**

The Contractor will as part of its provision provide Project Management for any new ICT library requirements. The Contractor should advise of any additional charges incurred for Project Management.

### **Insurance**

The Contractor is required to ensure that the ICT provision is insured and this is regularly audited and documented. The Authority will insure the edge switches and any equipment associated with the Fibre and WI-FI provision.

### **PAT Testing of ICT Equipment**

It is the Contractor's responsibility to carry out PAT testing of ICT equipment at regular and appropriately mandated periods. The Contractor will ensure that this process is appropriately documented and certified.

### **Safe Disposal of ICT and Compliance with WEEE regulations**

The Contractor will be required to comply with WEEE regulations around the disposal of obsolete, broken or no longer required ICT equipment. The Contractor will ensure that this process is appropriately documented and certified.

### **Recycling**

The Contractor will where possible recycle packaging associated with ICT equipment and if appropriate also recycle consumables such as print cartridges.

### **Environment**

When specifying new ICT equipment or services the Contractor will consider the environmental impact of that provision and look to source where appropriate carbon neutral or low emission options. In addition the Contractor will consider energy saving measures such as automatic monitor sleep mode after periods of inactivity.



## **Reporting Requirements**

The Contractor must set out in the Annual Service Delivery Plan (SMART) targets in relation to planned ICT developments which are to be submitted to the Authority for approval 1 Month prior to the Commencement Date of the Agreement and on an annual basis 1 Month prior to the commencement of each Contract Year.

The Contractor must report back against the Annual Service Delivery Plan on a quarterly basis to the Authority Contracts Manager in the Quarterly Performance Monitoring Report.

At the end of the Contract Year, the Contractor will provide a final report setting out what Annual Service Delivery Plan (SMART) targets have and have not been reached.

In addition, the Contractor must provide the Authority with reports exported from the software systems managed by the Contractor (e.g. LMS) as requested by the Authority Contract Manager, not to be withheld unreasonably.

The Contractor will also need to provide Key Performance Indicator information which will be reliant on IT systems, broken down to monthly statistics and reported to the Authority on a quarterly basis to the Authority Contract Manager in the Quarterly Performance Monitoring Report.

## **Reference Documents**



CYC ICT Supplier  
Information Security |

# Supplier Information Security Policy

City of York Council

Date: May 2018

Version: 2.0

## Supplier Information Security Policy

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# Supplier Information Security Policy

## 1. PURPOSE

1.1 City of York Council (CYC) Information Communication and Technology department (ICT) provide computing resources, essential services and business functions which may rely on ICT solutions and applications contracted by third party suppliers, which may be primary or sub-contractors. The council relies on the integrity and accuracy of its information in order to carry out its business and obligations to the public. To enable this, it is essential that information is secured in line with best practice as well as statutory, regulatory and contractual requirements to maintain the confidentiality, integrity and availability of all information assets.

1.2 The objective of this policy is to set out how anyone entering into contracts and dealing with, or providing Information Systems to CYC must comply with acceptable levels of data protection and have information security in place to protect data. This policy is in place to protect both CYC, its customers and its employees as inappropriate systems exposes all parties to risks and can compromise the integrity and security of data, the corporate ICT systems, compromise the network systems and services and may cause legal issues.

1.3 Information and information technology systems are important business assets. The availability, integrity, security and confidentiality of information are essential for CYC to maintain service delivery, to fulfil its statutory obligations, to monitor financial health, to provide evidence of legal compliance and to enhance the status of the Authority.

1.4 The objective of this policy and its associated documents is to assist CYC business continuity and minimise business disruption or damage by ensuring acceptable use of CYC information systems and preventing and controlling the impact of security incidents. Information security provides the essential framework in which information may be shared whilst ensuring the protection of information and computing assets.

## 2. SCOPE

2.1 The policy applies to:

- All contracts, service agreements and partnership agreements that involve ICT solutions or provision of services which require access to, or the processing of, personal data for the delivery or support of Council services and business functions.

2.2 All suppliers of such services must read, agree to, affirm understanding of and adhere to this and all other CYC policies during the full lifespan of any such contract, partnership or agreement.

2.3 The term "processing of data" in this policy refers to:

- the storing, handling, processing or retention of data including personal data related to the Council's information e.g. employee, elected member and client records.
- the storing, handling, processing or retention of data - including personal data related to/associated with the services commissioned by the Council.

## **Supplier Information Security Policy**

### **3. PRINCIPLES**

3.1 CYC has well defined and robust procurement processes which are intended to ensure that services and solutions procured are cost effective and designed to maintain the confidentiality, integrity and availability of information and are both best practice and fit for purpose. The council and its providers and partners must be clear at all times what the expectations are on all parties in relation to data protection and information security.

3.2 Throughout the entire lifespan of any contract with suppliers and partners, all appropriate UK legislation must be complied with including, but not limited to, the Data Protection Act, the Data Protection Bill and the General Data Protection Regulations.

3.3 Throughout the entire lifespan of any contract with suppliers and partners all appropriate accreditations and code of connection requirements must be complied with including, but not limited to, the Public Service Network Code of Connection and the Health and Social Care Network Code of Connection.

### **4. ROLES, RESPONSIBILITIES AND OBLIGATIONS**

4.1 CYC take security very seriously and uses the ISO27001 principles as the bench mark for how security should be dealt with and managed.

4.2 The Council uses a risk based and proportionate approach to how information assets should be protected and has procurement processes which align with identified information asset risks to help ensure that solutions are procured which are able to provide the level of information security required by the Council and the current data protection legislation.

4.3 To assess the levels of risk, all projects that involve the collection, processing or storage of personal data are required to be supported by the completion of a Privacy Impact Assessment (PIA). The Council will identify the requirement for a PIA as early as possible in any project and this will be an integral part of the project management process. The commissioning department within the Council will be responsible for ensuring a PIA is completed and the processes set up by the Information Governance Team are followed.

### **5. MANAGEMENT OF SUPPLIER RELATIONSHIPS**

5.1 During the lifespan of the contract / agreement, CYC will manage the relationship via the commissioning manager who will be responsible for ensuring all appropriate agreements are adhered to and will also ensure periodic refresh of supplier understanding and agreement to comply with all CYC policies and UK legislation. This will be done at least annually or when changes are made to policy or legislation.

5.2 The commissioning manager will also be responsible for ensuring any agreed sub-contractors and agreements are managed in the same manner and to the same level of compliance as the main contract.

## Supplier Information Security Policy

### 6. CYBER SECURITY AND SECURITY INCIDENT MANAGEMENT

6.1 The Supplier must have processes in place to capture and manage incidents of breaching the policy requirements set out in this document. This includes incident management plans which are tested and reviewed, and appropriate training to incident managers.

6.2 The Supplier must have processes in place which analyse trends in breaches which have occurred, and use this data to inform policy reviews, implementation of appropriate controls, targeted training and communications to employees.

6.3 Where regular performance reporting is required by CYC, the Supplier must provide security incident statistical data. Detailed incident management evidence must be supplied

6.4 Where a supplier becomes aware of any breach of or suspected breach of security including loss, change or deletion of any data for which CYC are the Data Controller then they must inform CYC without delay and implement their own Security Incident Management procedures.

6.5 The Supplier must ensure that its employees who process CYC data are aware of these policy requirements and any additional agreed procedures and all its employees are fully trained and understand their responsibilities under all UK legislation.

### 7. SUPPLIER ACCESS TO COUNCIL INFORMATION

7.1 CYC will allow third party suppliers to access its information and data, where formal contracts and data sharing agreements exist in accordance with current data protection legislation, the Council's Information Sharing Policies and where:

- Accessing the information is an agreed part of the solution/service provided.
- The processing and viewing of information is necessary for maintenance and trouble-shooting of the solution being provided.
- Information may need to be reconstructed, repaired or restructured.
- Information has been provided for inclusion in the solution/service by the Council.
- Information may need to be transferred to other systems or during IT solution upgrades.
- Information may need to be collected with agreement from, and on behalf of, the Council.

7.2 Viewing (i.e. access not agreed by the Council) of Council information is not permitted at any time by third party suppliers, their employees or sub-contractors. Council information must not be accessed under any circumstances unless formal information sharing agreements or written contractual permissions have been established between the parties which permit this to happen.

7.3 The extent of third party supplier requirements to access Council information will need to be identified prior to any contractual obligations being established and entered into. The level and type of access to Council information by third party suppliers must also be formally agreed by the parties. The security requirements for each type of information will be defined within all tender and contract documentation and the security of the information must be handled in accordance with all Council policies and agreements and all UK legislation.

7.4 The sharing of Council data between third party supplier, sub-contractor and the Council must always be via an agreed secure method and the data must only be retained on the supplier or sub-contractor system for the period necessary to carry out the defined work. All data must then be returned or securely destroyed.

# Supplier Information Security Policy

## 8. MONITORING SUPPLIER ACCESS TO THE COUNCIL'S NETWORK

8.1 ICT solutions which are hosted on the Council's network will be subject to periodic checks to ensure that any external access by third party suppliers for support and maintenance is monitored and undertaken in accordance with all policies and agreements. Once the required work has been undertaken by the third party, access to the account will be disabled. Each instance of support and maintenance connections required by the third party supplier will need to be formally approved by the Council before being provided.

8.2 CYC will retain logs of who accessed its system and network, date and time of access, all activity during the access for as long as it deems necessary but in compliance with all UK legislation.

## 9. BREACHES OF POLICY

9.1 Breaches of this policy and/or security incidents can be defined as events which could have, or have resulted in, loss or damage to Council information assets, or an event which is in breach of the Council's security procedures and policies. All third party suppliers contracted to provide, support or access solutions, which enable the Council to carry out its business functions and deliver its services, have a responsibility to adhere to this policy and all supporting requirements as described and referenced within formal documentation and agreed contractual arrangements.

9.2 All employees, elected members and volunteers have a responsibility to report security incidents and breaches of this policy within 24 hours of becoming aware of the incident through the Council's Incident Reporting Procedure.

9.3 In the case of third party vendors, consultants or contractors, non-compliance could result in the immediate removal of access to IT solutions or suspension/ termination of contractual arrangements. If damage or compromise of the Council's IT solutions or loss of information results from the non-compliance, the Council will consider legal action against the third party. The Council will take appropriate measures to remedy any breach of this policy and its associated procedures and guidelines through the relevant contractual arrangements in place or otherwise via statutory processes. In the case of an employee, infringements will be investigated under the Council's disciplinary procedure and progressed as appropriate.

## 10. LEGISLATION

There are currently four Acts of Parliament that specifically govern the use of computers, software and computer generated information. There are other acts of Parliament that can also be related to the use of computers and computer software. These should be read in conjunction with this policy: -

### 10.1 The Data Protection Acts 1984 and 1998

Data Protection legislation is designed to protect any individual (the Data Subject) from suffering physical, mental or financial harm due to the processing of incomplete / inaccurate personal data or the misuse of that data. This is achieved by adherence to eight principles of good working practice in the handling of personal data. All data users must be registered for data use and Data Subjects have enforceable rights to prevent unlawful processing. Officers can be held personally responsible for breaches of the legislation. Further information can be obtained by contacting the Information Management Officer on Ext (55) 3450.

### 10.2 General Data Protection Regulation

The General Data Protection Regulation (GDPR) (EU) 2016/679 is a regulation in EU law on data protection and privacy for all individuals within the European Union. It also addresses the export of personal data outside the EU

### 10.3 The Copyright, Designs and Patents Act 1988

This Act protects against unauthorised copying of any property (including intellectual property), which is covered by copyright, design or patent. The Act makes provision for copyright licensing and the payment of royalties or other sums for rental of licences works, including computer programs.



## Supplier Information Security Policy

### 10.4 The Computer Misuse Act 1990

This Act prohibits unauthorised access to computers, unauthorised access with intent to commit serious crime and unauthorised modification of computer material e.g. computer hacking.

### 10.5 Other acts which may apply include

- The Copyright (Computer Programs) Regulations 1992
- Regulation of Investigatory Powers Act 2000
- Copyright, Designs and Patents Act 1988
- Malicious Communications Act 1988
- Computer Misuse Act 1990
- Criminal Justice and Public Order Act 1994
- Trade Marks Act 1994
- Data Protection Act 1998
- Human Rights Act 1998
- Freedom of Information Act 2000
- Communications Act 2003
- Any new legislation that becomes UK law relevant to this policy

## 11. APPROVAL

Position	Name	Signature	Date
Director CCS	Ian Floyd		
Head of ICT	Roy Grant		
CYC Chief Executive	Mary Weastell		
Head of ICT Support	Nigel Oates		

## 12. RELATED DOCUMENTATION

Document Reference

Document Name

CYC ICT Electronic Communications Policy  
CYC Data Protection Policy  
CYC Information Security and Acceptable Use Policy  
CYC ICT Mobile and Remote Working Policy

## **SCHEDULE 4: PAYMENT AND PERFORMANCE MONITORING SYSTEM**

### **1. INTRODUCTION**

1.1 Under the Payment and Performance Monitoring System, financial deductions will apply for failure to achieve the required Performance Standards. As far as possible there are simple methods for measurement of the Performance Standards and reporting requirements and reporting frequency are not overly onerous. The accumulation of financial deductions for failure to achieve the required Performance Standards may lead to termination of this Agreement for Contractor Default, subject to, and in accordance with the provisions of this Agreement.

### **2. DEFINITIONS**

2.1 Definitions used in this Schedule shall have the same meaning as assigned to them in clause 1 of this Agreement save where expressly provided to the contrary in this Schedule including the following:

"Annual Deduction"	means the Performance Deduction calculated in accordance with paragraph 9.4 of this Schedule;
"Annual Payment"	has the meaning set out in paragraph 3.1;
"Annual Performance Failure"	means a Performance Failure in respect of an Annual Performance Standard;
"Annual Performance Standards"	those Performance Standards listed under the heading as such in the table at Appendix A to this Schedule;
"Availability Performance Standards"	those Performance Standards listed under the heading as such in the table at Appendix A to this Schedule;
"Bedding-In Period"	means the period commencing on the Services Availability Date and expiring at midnight three (3) calendar months after such date;
"Contract Day"	means the period commencing on the opening of the Facility to the public on a day and ending on the closing of the Facility to the public on that day, such period being no less than that set out in the Minimum Opening Hours in the Services Specification;
"Critical Monthly Performance Standard "	means the following Monthly Performance Standards: <ul style="list-style-type: none"><li>(a) cleaning in accordance with paragraph 1.30 of the Services Specification;</li><li>(b) reporting in accordance with paragraph 1.33-1.36 of the Services Specification; and</li><li>(c) customer service in accordance with paragraph 1.27 of the Services Specification;</li></ul>
"Current Indexation Date"	means the first day in the first Contract Month of any Contract Year;
"Indexed Annual Payment" or "IAP"	has the meaning set out in paragraph 3.1;
"Monthly Payment"	has the meaning set out in paragraph 4.1;

"Monthly Payment and Performance Monitoring Report"	means the report to be submitted in accordance with Part 1D of the Service Specification;
"Monthly Performance Standards"	those Performance Standards listed under the heading as such in the table at Appendix A to this Schedule;
"Net Deficit Monthly Payment"	has the meaning given in paragraph 4.1.1;
"Net Monthly Payment"	means the Net Deficit Monthly Payment;
"Net Performance Points" or "NDP"	has the meaning given in paragraph 9.2;
"Performance Standard"	<p>means the performance standards identified in the second column of the table in Appendix A to this Schedule, the requirements of which are set out in detail within Schedule 1, Part 3 (Services Specification) at the sections referred to in the first column of the table in Appendix A and which are divided into the following categories:</p> <ul style="list-style-type: none"> <li>(a) Availability Performance Standards;</li> <li>(b) Monthly Performance Standards; and</li> <li>(c) Annual Performance Standards;</li> </ul>
"Performance Deduction"	means the deductions calculated in accordance with paragraph 8 of this Schedule;
"Performance Deduction Points"	means points calculated in accordance with paragraph 7 of this Schedule;
"Performance Failure"	means a deemed failure described in paragraphs 5.3 of this Schedule;
"Pricing Reference Date"	means the Commencement Date
"Priority Rating"	means the Performance Standard rating as set out in Appendix A to this Schedule;
"Quarter"	means the months of April, May, June (Quarter 1); July, August, September (Quarter 2); October, November, December (Quarter 3); January, February, March (Quarter 4);
"Quarterly Deduction"	means the Performance Deduction calculated in accordance with paragraphs 9.1 to 9.33 of this Schedule;
"Quarterly Performance Monitoring Report"	means the report to be submitted quarterly to the Authority by the Contractor in accordance with Part 1D of the Services Specification;
"Rectification Period"	the period allowed for Rectification and calculated in accordance with paragraphs 6.2 and 6.3 of this Schedule;
"Rectification"	the remedying of an event giving rise to a Performance Failure such that the relevant Performance Standard is fully achieved by the Contractor and " <b>Rectified</b> " shall be construed accordingly;

3. **ANNUAL PAYMENT**

3.1 Subject to paragraph 3.5, the Indexed Annual Payment ("IAP") for the provision of the Services in any Contract Year shall be calculated in accordance with the following formula:

$$\text{IAP} = (I \times \text{AP})$$

where:

**AP** = the aggregate Annual Payment for each Contract Year set out in Table 1 below being the total Annual Payment for all Facilities which have reached the applicable Services Availability Date (as the same may be replaced following adjustment to the Annual Payment in accordance with the provisions of the Agreement from time to time);

$$I = X/Y$$

where: **X** = [CPI] at Current Indexation Date;

**Y** = [CPI] at the Pricing Reference Date.

3.2 For the purposes of paragraph 3.1 above the [CPI] at the Current Indexation Date means the [CPI] most recently published before the Current Indexation Date.

3.3 For the purposes of paragraph 3.1 above the [CPI] at the Pricing Reference Date means the [CPI] most recently published before the Pricing Reference Date.

3.4 For the avoidance of doubt, any periodic re-alignment of the [CPI] base should be correctly accounted for in the calculation.

3.5 The Annual Payment may be subject to any revision arising as a direct consequence of a Change Notice, or may be otherwise adjusted pursuant to the provisions of this Agreement.

Table 1 -

<b>Contract Year No.</b>	<b>Contract Year</b>	<b>Total Annual Payment**</b>
Year 1	2019/20	£2,430,000
Year 2	2020/21	£2,430,000
Year 3	2021/22	£2,430,000
Year 4	2022/23	£2,430,000
Year 5	2023/24	£2,230,000
Year 6	2024/25	£2,230,000
Year 7	2025/26	£2,230,000
Year 8	2026/27	£2,230,000
Year 9	2027/28	£2,230,000
Year 10	2028/29	£2,230,000
Year 11	2029/30	£2,230,000

<b>Contract Year No.</b>	<b>Contract Year</b>	<b>Total Annual Payment**</b>
Year 12	2030/31	£2,230,000
Year 13	2031/32	£2,230,000
Year 14	2032/33	£2,230,000
Year 15	2033/34	£2,230,000

#### 4. **MONTHLY PAYMENTS**

4.1 The Authority will pay the Contractor in respect of the provision of the Services monthly in advance. The Contractor will calculate and make any Performance Deductions applicable to the Monthly Payments as a result of failure to achieve a required Performance Standard in the preceding measured period. This will result in the Net Monthly Payment ("NMP") for each Contract Month and shall be calculated as follows:

4.1.1 where the Annual Payment is a Deficit Annual Payment payable by the Authority to the Contractor:

$$\text{NMP} = \text{MP} - \text{QD} - \text{AD} / 4 (\text{"Net Deficit Monthly Payment"})$$

where:

**MP** = **AP/12** ("Monthly Payment")

**QD** = (subject to paragraph 4.2 below) the Quarterly Deductions calculated pursuant to paragraphs 9.1 to 9.33 below in relation to Performance Failures arising during the three (3) preceding Contract Months;

**AD** = (subject to paragraph 4.3 below) the Annual Deductions calculated pursuant to paragraph 9.44 below, in relation to the previous Contract Year; and

4.2 Quarterly Deductions (**QD**) shall only be applied to the calculation of the Monthly Payment in the first, fourth, seventh and tenth Contract Month of each Contract Year. In relation to all other Contract Months the value of Quarterly Deductions (**QD**) for the purpose of the calculation of the Monthly Payment set out in paragraph 4.1 above shall be zero (0).

4.3 Annual Deductions (**AD**) shall similarly only be applied to the calculation of the Monthly Payment in the first, fourth, seventh and tenth Contract Month of each Contract Year following the imposition of the Annual Deduction.

4.4 Where this Agreement is terminated, part way through a Contract Month, the Net Monthly Payment will be calculated pro rata to the number of days in such Contract Month.

4.5 In the final two (2) payment periods in respect of the application of Deductions the Authority may withhold from the Net Deficit Monthly Payment an amount equivalent to the average per Payment Period of the sum of the Performance Deductions made from the Monthly payment in the previous Payment Periods until such time as the contractor provides a report to the Authority in respect of those Payment Periods.

- 4.6 There is no limit to the amount of Performance Deduction Points that can be incurred (as these are linked to termination provisions in the Agreement). There is no cap on the level of Annual Deductions.

5. **PERFORMANCE STANDARDS AND PERFORMANCE FAILURES**

- 5.1 The Service requirements and Performance Standards are set out in detail within the Services Specification and the required Performance Standards have been summarised within the attached Appendix A.
- 5.2 The Performance Standards have been divided into three separate categories, namely:
- 5.2.1 Availability Performance Standards;
  - 5.2.2 Monthly Performance Standards;
  - 5.2.3 Annual Performance Standards.
- 5.3 Subject to paragraph 10, a Performance Failure will be deemed to have occurred where the Contractor fails to meet any part of the requirements set out in the Services Specification for a Performance Standard at each Facility, unless the Performance Failure occurs outside of Minimum Opening Hours when it will be deemed to have occurred at the start of the next Contract Day (if not earlier identified by either of the Parties).
- 5.4 Each Performance Standard has been allocated a Priority Rating, which will apply in the event of a Performance Failure occurring. The Priority Ratings are as follows:
- 5.4.1 High;
  - 5.4.2 Medium; or
  - 5.4.3 Low.
- 5.5 The Priority Rating that has been allocated to each of the Performance Standards is detailed in the third column within the Table at Appendix A.

6. **RECTIFICATION PERIODS**

- 6.1 Where a Performance Failure occurs due to a failure to achieve an Availability Performance Standard or a Monthly Performance Standard, the Contractor will be allowed a period of time to rectify that Performance Failure ("**Rectification Period**"). For the avoidance of doubt, the Contractor will not be entitled to a Rectification Period for failure to achieve any of the Annual Performance Standards.
- 6.2 The Rectification Periods vary according to the Priority Rating of the Performance Failure and are, subject to paragraphs 6.4 and 6.5 below set out in the fourth column of the table in Appendix A:
- 6.3 The Rectification Periods may be extended by the Authority in accordance with paragraph 6.5 to include the next period of planned preventative maintenance in accordance with the Schedule of Programmed Maintenance or may be extended by such reasonable period if the Contractor can demonstrate to the Authority's satisfaction that:
- 6.3.1 the activity required to achieve Rectification is better carried out at that time;
  - 6.3.2 a part which is necessary to achieve Rectification is not in stock and it can be demonstrated that the failure to have the necessary part in stock is in line with Good Industry Practice; or

- 6.3.3 the circumstances of the Performance Failure are such that Rectification within the scheduled Rectification Period cannot reasonably be achieved by the Contractor acting reasonably and in accordance with Good Industry Practice and in accordance with its obligations under this Agreement.
- 6.4 If a Performance Failure occurs due to failure by a utility supplier to supply utilities to the Facility through no fault of the Contractor, the Contractor shall notify the Authority in writing of this occurrence within two (2) days of the Performance Failure occurring, the Rectification Period shall be increased to seven (7) days and those Rectification Periods specified in Appendix A shall not apply in such circumstances. Should the failure by a utility supplier to supply utilities to the Facility through no fault of the Contractor continue for a period in excess of seven (7) days then the Contractor shall be entitled to apply for rescheduled Rectification pursuant to paragraph 6.5 below. The Contractor shall supply the Authority with all information it reasonably requires as evidence of the failure of the utility supplier.
- 6.5 If the Contractor wishes to extend the Rectification Period under paragraph 6.3, the Contractor shall apply to the Authority in writing within two (2) days of the occurrence of the Performance Failure, requesting an extension of the Rectification Period and setting out the reasons for the request, an explanation of any steps already taken to resolve the Performance Failure and the proposed approach to seeking to avoid a similar situation arising in the future. The Rectification Period shall only be extended with the written consent of the Authority's Contracts Manager, such consent not to be unreasonably withheld or delayed. The Authority shall act in a reasonable and proportionate manner having regard to the circumstances arising. The Authority's Contracts Manager shall be entitled to withhold consent if there is a continuing contravention of Legislation or if there is a risk of death, personal injury or damage to the relevant Facility.
- 6.6 Notwithstanding that the Contractor achieves Rectification of a Performance Failure at a Facility ("**Original Performance Failure**") within the relevant Rectification Period, if the same Performance Failure occurs again at the Facility as a result of the same cause ("**Subsequent Performance Failure**") as the Original Performance Failure during a period of seven (7) Contract Days from the date the Original Performance Failure occurred then the Original Performance Failure will be deemed not to have been rectified and Performance Deduction Points shall be levied in relation to the Subsequent Performance Failure from the time that the Original Performance Failure occurred and shall continue until Rectification of the Subsequent Performance Failure is achieved in accordance with the provisions of this Schedule 4.

## **7. PERFORMANCE DEDUCTION POINTS**

- 7.1 For the purposes of Performance Deduction Point allocation, each Performance Standard at each Facility shall be treated separately. For example, a cleaning failure in two (2) of the Facilities on the same Contract Day would lead to two (2) Performance Failures; cleaning and equipment provision failure on the same Contract Day at the same or different Facilities would also lead to two (2) Performance Failures.
- 7.2 Subject to paragraph 7.3 and paragraph 8, Performance Deduction Points shall be levied from the time that a Performance Failure has occurred in respect of a failure to achieve the relevant Performance Standard unless the Performance Failure occurs outside of normal opening hours when it will be deemed to have occurred at the start of the next Contract Day (if not earlier identified by either of the Parties).
- 7.3 Where a Rectification Period applies, Performance Deduction Points shall only be levied under paragraph 7.2 where there has been no Rectification of the Performance Failure within the relevant Rectification Period (as the same may be extended). Such points shall continue for each Contract Day (or part thereof) until Rectification of the Performance Failure is achieved.
- 7.4 The number of Performance Deduction Points awarded will depend on the Priority Rating of the Performance Failure as set out in Table 2 below:

TABLE 2	
Priority Rating	Performance Deduction Points per Performance Failure
High	40 points
Medium	20 points
Low	10 points

- 7.5 Should the same Performance Failure continue beyond ten (10) Contract Days, then the value of daily Performance Deduction Points awarded shall be one hundred and fifty per cent (150%) for all subsequent Contract Days until the Performance Failure has been rectified.
- 7.6 Performance Deduction Points shall be accumulated in each Contract Month, but reported Quarterly as part of the Quarterly Performance Monitoring Report.
- 7.7 Performance Deduction Points shall not apply in the Bedding-In Period to the extent set out in paragraph **Error! Reference source not found.**
- 7.8 Any Annual Performance Failure shall incur two hundred and fifty (250) Performance Deduction Points which shall accrue in the Contract Month following the end of the Contract Year in respect of which the Annual Performance Failure arose.

8. **NOT USED**

9. **PERFORMANCE DEDUCTIONS**

- 9.1 In each Quarter, the Net Performance Points awarded shall be converted to Performance Deductions in accordance with Table 4 and where:
- 9.1.1 there is a Deficit Annual Payment, deducted from the relevant Net Monthly Payment
- 9.2 The Net Performance Points (NPP) will be calculated as the Performance Deduction Points accrued for the relevant Quarter in the current Contract Year.

TABLE 4 – Performance Deductions	
Net Performance Points	Performance Deduction (Indexed)
1 point	0.001% of the contract value
For example (for illustrative purposes only) based on a £1m contract, 1 point would equate to £10.	

- 9.3 In the event of failure by the Contractor to perform the Services in accordance with the required Performance Standards, the Contractor shall make Performance Deductions from the Monthly Payment as set out in paragraph 4.1 above.
- 9.4 Subject to paragraph 9.5, there will be a fixed Annual Deduction of two hundred and fifty points (Indexed) in relation to each Annual Performance Failure



- 9.5 Should the same Annual Performance Failure occur in the next Contract Year then the value of the fixed Annual Deduction shall be multiplied by two (2) for all subsequent Contract Years until the relevant Annual Performance Failure has been rectified.

## 10. **EXCUSING CAUSES AND BEDDING-IN PERIOD**

10.1 Provided that:

- 10.1.1 there has been no negligence, misconduct, default or breach of this Agreement by the Contractor or Contractor Related Party giving rise to an Excusing Cause;
- 10.1.2 the effect of such Excusing Cause is claimed within ten (10) Business Days of the date on which the Contractor became aware of it;
- 10.1.3 the Excusing Cause has been the direct cause of the failure by the Contractor to perform the Services in accordance with the required Performance Standards and;
- 10.1.4 the Contractor discharges its obligations as set out in paragraph 10.3 below.

Performance Deduction Points shall not be applied.

10.2 Subject to paragraph 10.1, an Excusing Cause will occur in the following circumstances:

- 10.2.1 an Authority Default;
- 10.2.2 a Compensation Event;
- 10.2.3 in the case of civil emergency or external industrial action;
- 10.2.4 any of the following directly affecting the Contractor's ability to comply with Performance Standards:
  - (a) during the implementation of a Change implemented:
    - (i) by or on behalf of the Contractor in accordance paragraph 4 of Part 2 of Schedule 2; or
    - (ii) by or on behalf of the Authority pursuant to paragraph 4 of Part 2 of Schedule 2;
- 10.2.5 upon the happening of a Force Majeure Event;
- 10.2.6 where Performance Failures occurs as a consequence of special event arrangements made through prior agreement with the Authority's Contracts Manager or as a consequence of the Authority's Contractor Manager making a specific request of the Contractor or giving specific instructions to the Contractor (in each case, against the reasonable advice of the Contractor, and provided that the Contractor has advised the Authority's Contracts Manager, on the impact such request or instruction will have on the ability of the Contractor to perform its obligations under this Agreement);
- 10.2.7 where the Performance Failure has been caused by the act or omission of the Authority;
- 10.2.8 where the Performance Failure is a result of the proper implementation of Programmed Maintenance and/or Authority maintenance (covering Authority Repair Items and Authority Lifecycle Assets, as set out in Schedule 3, Part 2 (Services Specification)) in accordance with the relevant Schedule of Programmed Maintenance or other such maintenance pre-agreed with the Authority;

10.2.9 where the Annual Performance Failure is as a result of failure by the independent quality award assessor, to the extent not caused by an act or omission of the Contractor:

10.2.10 where the Performance Failure is as a result of the proper carrying out by the Contractor of a government or agency directive that has a legislative effect for drought restrictions.

10.3 The Contractor shall use all reasonable endeavours to mitigate the consequences of an Excusing Cause on the Contractor's ability to perform its obligations under this Agreement.

## **11. MONITORING AND REPORTING**

11.1 The Contractor shall monitor and maintain records of performance against the Performance Standards in accordance with Part 1E of the Services Specification including records of all Performance Failures which occur, whether identified by the Authority, Users or the Contractor through monitoring, and these records shall be used to produce the Quarterly Performance Monitoring Report and made available to the Authority for inspection or copies produced to the Authority as may be reasonably required to support the Quarterly Performance Monitoring Report.

11.2 The Authority and Users shall be entitled to report any Performance Failures to the Contractor.

11.3 The library Manager or his/her representative shall conduct a visual inspection and keep a log of its inspection of all public areas of each Facility each Contract Day (as a minimum to include an inspection before opening the Facility).

11.4 Notwithstanding paragraph 11.3 above and paragraph 11.5 below, where the Contractor has been notified of an alleged failure of a Performance Standard by either a User, the Authority Contracts Manager or where following a visual inspection the Authority suspects that a Performance Failure has occurred, then the Performance Standard will be measured by the Contractor as soon as possible and within one (1) hour as a minimum.

11.5 The Contractor will implement and record the measured inspections in line with the Service Specification requirements.

11.6 Within twenty (20) Business Days of the end of each Quarter the Contractor shall submit a Quarterly Performance Monitoring Report showing for that Quarter each instance of failure against a Performance Standard giving rise to a Performance Failure and Performance Deduction Points to be applied for the calculation of the Performance Deduction in the next Contract Month.

11.7 If the Contractor has erroneously (and not fraudulently) failed to report a failure against a Performance Standard and this is not rectified in the calendar month immediately following the submission of the Quarterly Performance Monitoring Report by notifying the Authority of the error in question and the submission of an amended Quarterly Performance Monitoring Report, the number of Performance Deduction Points due in respect of the breach of such Performance Standard shall be doubled and such Performance Deduction Points included in the next Monthly Payment and Performance Monitoring Report.

11.8 If the Contractor has fraudulently caused the non-reporting of a failure against a Performance Standard, the number of the Performance Deduction Points due in respect of the failure of such Performance Standards shall be multiplied by five (5) and such additional Performance Deduction Points shall be included in the next Monthly Payment and Performance Monitoring Report.

## **12. REVIEW OF THE PAYMENT AND PERFORMANCE MONITORING SYSTEM**

12.1 The Authority shall, in consultation with the Contractor, undertake a full review of the Payment and Performance Monitoring System after the first twelve (12) months of the Agreement, and annually thereafter. Such review will include a review of Priority Ratings, Rectification, Periods, Performance Deduction Points and levels of Performance Deductions. In carrying out such review, any necessary adjustments to the Priority Ratings, Rectification, Periods, Performance

Deduction Points and levels of Performance Deductions which result from such review, should reflect the drivers and methodology used to determine Priority Ratings, Rectification, Periods, Performance Deduction Points and levels of Performance Deductions agreed at the Commencement Date. The Authority shall be entitled to propose revisions to the Payment and Performance Monitoring System as a consequence of such review and the parties shall use all reasonable endeavour to agree the same within a period of twenty (20) Business Days.

- 12.2 Where the Contractor and the Authority are unable to agree the revisions following such review within twenty (20) Business Days, then either party shall have the right to refer the matter to be determined in accordance with the provisions of the Dispute Resolution Procedure.

### Appendix A - Performance Standards Priority Weightings

To be read in conjunction with Schedule 3 (Services Specification) which sets out the required Outcome, the requirements of each Performance Standard and measurement and reporting requirements for each Performance Standard.

			Priority Weighting	Estimated Hours
		<b>Availability Performance Standard</b>		
Part 1B 1.14	N/a	Opening Hours	High points – 40	3 hour
Part 1B 1.15	N/a	Programme of Events and Activities – availability of those listed in Annex 3	Medium points – 20	24 hours
Part 1B 1.16	N/a	Library Management System	Medium points – 20	24 hours
Part 1B 1.17	N/a	Health and Safety Management	High points – 40	4 hours
Part 1B 1.18	N/a	Equipment and Stock	Low – 10 points	24 hours
Part 1B 1.19	N/a	Access	High points – 40	4 hours
Part 1B 1.20	N/a	Legislation and Policy	Medium points – 20	24 hours
Part 1B 1.21	N/a	Building Management	Medium points – 20	24 hours
Part 1B 1.22	N/a	CCTV & Security	Medium points – 20	24 hours
Part 1B 1.23	N/a	Staffing	Medium points – 20	4 hours
		<b>Monthly Performance Standard</b>		
Part 1C 1.27	N/a	Customer Service	Medium points – 20	24 hours
Part 1C 1.28	N/a	Catering	Medium points – 20	24 hours
Part 1C 1.29	N/a	Facilities Management	Medium points – 20	4 hours
Part 1C 1.30	N/a	Cleaning	Medium points – 20	4 hours
Part 1C 1.31	N/a	Environmental Management and	Medium points – 20	4 hours

Supplier Specification Reference	Key Machine Part	Performance Specification	Points available	Rectification Period
		Utilities	points	
Part 1C 1.32	N/a	Major Incidents	High – 40 points	4 hours
Part 1D	N/a	Reporting and KPI's - Quarterly Performance Monitoring Report and Monthly Financial Reporting on time and broken down where necessary to monthly figures	Medium – 20 points	24 hours
Part 1D	N/a	Annual Service Delivery Plan	Medium – 20 points	24 hours
Part 1D	N/a	Annual Audience Development	Medium – 20 points	24 hours
Part 1D	N/a	Major Incident Reporting	High – 40 points	4 hours
Part 1D	N/a	Adhoc Reporting	Medium – 20 points	24 hours
<b>Annual Performance Standard</b>				
Part 1D 1.5	N/a	Stock Policy updated	Fixed Deduction 250 points	No Rectification Period
Part 1D 1.13	N/a	Pricing Schedule	Fixed Deduction 250 points	No Rectification Period
Part 1D 1.15	N/a	Annual Programme of Events and Activities	Fixed Deduction 250 points	No Rectification Period
Part 1D 1.17	N/a	Fire Safety Risk Assessments and Electrical Certificates for each Facility	Fixed Deduction 250 points	No Rectification Period
Part 1D 1.17	N/a	Contractors Health and Safety Manual	Fixed Deduction 250 points	No Rectification Period
Part 1D 1.18	N/a	Equipment and Stock Inventories	Fixed Deduction 250 points	No Rectification Period
Part 1D 1.24	Lib12 & 13	Annual Service Delivery Plan	Fixed Deduction	No Rectification Period

			250 points	
Part 1D 1.25	Lib14 & 15	Audience Development Plan	Fixed Deduction 250 points	No Rectification Period
Part 1D 1.26	Lib73	Accredited Archives Service Status and Quality Assurance and Continuous Improvement Plan	Fixed Deduction 250 points	No Rectification Period
Part 1D 1.27	Lib 55 & 57	Customer care feedback and annual satisfaction survey summary of results and report. Including every 3 years the CPIFA PLUS SURVEY.	Fixed Deduction 250 points	No Rectification Period
Part 1D 1.29	N/a	Schedule of Programmed Maintenance for each Facility	Fixed Deduction 250 points	No Rectification Period
Part 1D 1.31	N/a	Environmental Management Plan	Fixed Deduction 250 points	No Rectification Period
<b>Annual Key Performance Indicators</b>				
Annex 5	Lib01	Maintain and grow total throughput of visits to all Library Facilities – deduction if total figure drops below agreed target	High – 40 points	No Rectification Period
Annex 5	Lib05	Maintain and grow total number of issues across all Library Facilities – deduction if total figure drops by 2% or more over a Contract Year	High – 40 points	No Rectification Period
Annex 5	Lib 36	Two apprentices employed each year	High – 40 points	No Rectification Period
Annex 5	Lib42	Provide 2 work experience placements per year for: local school children	Medium – 20 points	No Rectification Period
Annex 5	Lib43	Provide 2 work experience placements per year for: Young People Not in Education or Training (NEETs)	Medium – 20 points	No Rectification Period
Annex 5	Lib44	Provide 2 work experience placements per year for: Adults with learning difficulties	Medium – 20 points	No Rectification Period
Annex 5	Lib54	% of customer complaints responded	High – 40	No Rectification

Service Specific Reference	SLA Reference	Performance Indicators	Weighting	Rectification Period
		to with stated deadlines each month – deduction if less than 95% are within deadlines	points	Period
Annex 5	Lib56	% satisfied from tri-annual User customer satisfaction survey – deduction for a decrease in customer satisfaction of more than 5% as an average of the total outcome of the annual customer satisfaction survey for each Library	High – 40 points	No Rectification Period
Annex 5	Lib 63	Downtime in hours per month of the Public Peoples Network PC's – deduction for more than 5% downtime	High – 40 points	No Rectification Period
Annex 5	Lib 65	Downtime in hours per month of the public facing website (Virtual Library) – deduction for more than 5% downtime	High – 40 points	No Rectification Period
Annex 5	Lib 66	Downtime in hours per month of the LMS – deduction for more than 5% downtime	High – 40 points	No Rectification Period

## SCHEDULE 5: TUPE

### 1. INTERPRETATION

The definitions and rules of interpretation in this Schedule apply in addition to the definitions set out in clause 1 of this Agreement:

"Admission Agreement"	the agreement to be entered into in accordance with regulation 3 of the Local Government Pension Scheme Regulations 2013 as amended by the administering authority, the Authority and/or the Contractor or Sub-Contractor, (as appropriate) in the administering authority's standard form.
"Appropriate Pension Provision"	in respect of eligible Transferring Employees either: <ul style="list-style-type: none"><li>• membership, continued membership or continued eligibility for membership of their Legacy Scheme; or</li><li>• membership or eligibility for membership of a pension scheme, which is certified by the Government Actuary's Department (GAD) as being broadly comparable to the terms of their Legacy Scheme.</li></ul>
"Effective Date"	the date(s) on which the Services (or any part of the Services), transfer from the Authority or any Third Party Employer to the Contractor, and a reference to the Effective Date shall be deemed to be the date on which the employees in question transferred or will transfer to the Contractor;
"Employee Liability Information"	the information that a transferor is obliged to notify to a transferee under regulation 11(2) of TUPE: <ul style="list-style-type: none"><li>(a) the identity and age of the employee;</li><li>(b) the employee's written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996);</li><li>(c) information about any disciplinary action taken against the employee and any grievances raised by the employee, where a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes applied, within the previous two years;</li><li>(d) information about any court or tribunal case, claim or action either brought by the employee against the transferor within the previous two years or where the transferor has reasonable grounds to believe that such</li></ul>



	<p>action may be brought against the transferee arising out of the employee's employment with the transferor;</p> <p>(e) information about any collective Agreement that will have effect after the Effective Date or the Service Transfer Date, as the case may be, in relation to the employee under regulation 5(a) of TUPE.</p>
"Employment Liabilities"	All claims under TUPE or any other legislation, including claims without limitation for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy or maternity, or sexual orientation discrimination, claims for equal pay, compensation for less favourable treatment of part-time workers, and any claims (whether in tort, contract, statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body), and of implementing any requirements which may arise from such investigation, and any legal costs and expenses;
Legacy Scheme:	the pension scheme of which the Eligible Employees are members or are eligible for membership of prior to the Relevant Transfer
LGPS	Local Government Pension Scheme.
LGPS Regulations	the Local Government Pension Scheme Regulations 2013 (SI 2013/2356).
"Relevant Employees"	those employees whose contracts of employment transfer with effect from the Service Transfer Date to the Authority or a Replacement Contractor by virtue of the application of TUPE;
"Replacement Services"	any services that are identical to or fundamentally the same as any of the Services and which the Authority receives in substitution for any of the Services following the termination or expiry of this Agreement, whether those services are provided by the Authority internally or by any Replacement Contractor.
"Replacement Contractor"	any third party Contractor of Replacement Services appointed by the Authority from time to time;
"Contractor's Final Staff List"	the list of all the Contractor's and Sub-contractor's personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the Service Transfer Date;
"Contractor's Provisional Staff List"	the list prepared and updated by the Contractor of all the Contractor's and Sub-contractor's personnel engaged in,

or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of the preparation of the list;

"Service Transfer Date"	the date on which the Services (or any part of the Services), transfer from the Contractor or Sub-contractor to the Authority or any Replacement Contractor;
"Staffing Information"	in relation to all persons detailed on the Contractor's Provisional Staff List, in an anonymised format, such information as the Authority may reasonably request including the Employee Liability Information and details of whether the personnel are employees, workers, self-employed, Contractors or consultants, agency workers or otherwise, and the amount of time spent on the provision of the Services;
"Sub-contractor"	the Contractors or Contractors engaged by the Contractor to provide goods, services or works to, for or on behalf of the Contractor for the purposes of providing the Services to the Authority;
"Third Party Employees"	employees of Third Party Employers whose contracts of employment transfer with effect from the Effective Date to the Contractor or Sub-contractor by virtue of the application of TUPE.
"Third Party Employer"	a Contractor engaged by the Authority to provide some of the Services to the Authority before the Effective Date and whose employees will transfer to the Contractor on the Effective Date;
"Transferring Employees"	employees of the Authority or Third Party Employer whose contracts of employment transfer with effect from the Effective Date to the Contractor by virtue of the application of TUPE. A list of the Transferring Employees, as at the date of execution of the Agreement, is attached at Annex A;

## **2. TRANSFER OF EMPLOYEES TO THE CONTRACTOR ON THE EFFECTIVE DATE**

2.1 The Authority and the Contractor agree that where the identity of the Contractor of any of the Services changes, this shall constitute a Relevant Transfer and the contracts of employment of any Transferring Employees [and Third Party Employees] shall transfer to the Replacement Contractor or Sub-contractor. The Contractor shall comply and shall procure that each Sub-contractor shall comply with their obligations under TUPE. The Relevant Transfer shall occur on the Effective Date.

## **3. EMPLOYMENT EXIT PROVISIONS**

3.1 This Agreement envisages that subsequent to its commencement, the identity of the Contractor of the Services (or any part of the Services) may change (whether as a result of termination of this Agreement, or part or otherwise) resulting in a transfer of the Services in whole or in part ("Subsequent Transfer"). If a Subsequent Transfer is a Relevant Transfer then the Authority or Replacement Contractor will inherit liabilities in respect of the Relevant Employees with effect from the relevant Service Transfer Date.

3.2 The Contractor shall within fourteen (14) days after a written request by the Authority and in any event on receiving or giving notice of termination of this Agreement (in whole or part) and at no cost to the Authority provide in respect of any person engaged or employed by the Contractor or

any Sub-contractor in the provision of the Services, the Contractor's Provisional Staff List and the Staffing Information together with any additional information required by the Authority, including information as to the application of TUPE to the employees. The Contractor shall notify the Authority of any material changes to this information as and when they occur.

- 3.3 At least 28 days prior to the Service Transfer Date, the Contractor shall prepare and provide to the Authority and/or, at the direction of the Authority, to the Replacement Contractor and at no cost to the Authority, the Contractor's Final Staff List, which shall be complete and accurate in all material respects. The Contractor's Final Staff List shall identify which of the Contractor's and Sub-contractor's personnel named are considered to be Relevant Employees.
- 3.4 The Authority shall be permitted to use and disclose the Contractor's Provisional Staff List, the Contractor's Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Contractor for any services that are substantially the same type of services as (or any part of) the Services.
- 3.5 The Contractor warrants to the Authority [and the Replacement Contractor] that the Contractor's Provisional Staff List, the Contractor's Final Staff List and the Staffing Information ("TUPE Information") will be true and accurate in all material respects and that no persons are employed or engaged in the provision of the Services other than those included on the Contractor's Final Staff List.
- 3.6 The Contractor shall and shall procure that any Sub-contractor shall ensure at all times that it has the right to provide the TUPE Information under Data Protection Legislation.
- 3.7 The Authority regards compliance with this paragraph 3 as fundamental to the Agreement. In particular, failure to comply with paragraph 3.2 and paragraph 3.3 in respect of the provision of accurate information about the Relevant Employees shall entitle the Authority to suspend payment of the Charges until such information is provided, or indefinitely. The maximum sum that may be retained under this paragraph 3.7 shall not exceed an amount equivalent to the Charges that would be payable in the three month period following the Contractor's failure to comply with paragraph 3.2 or paragraph 3.3, as the case may be.
- 3.8 Any change to the TUPE Information which would increase the total employment costs of the staff in the six months prior to termination of this Agreement shall not take place without the Authority's prior written consent, unless such changes are required by law. The Contractor shall and shall procure that any Sub-contractor shall supply to the Authority full particulars of such proposed changes and the Authority shall be afforded reasonable time to consider them.
- 3.9 In the six months prior to expiry of this Agreement or at any time after the Authority or Contractor has given notice to terminate this Agreement (in whole or in part) or after the Contractor shall have otherwise been notified by the Authority of the proposed termination of this Agreement or the provision by the Contractor of the Services in whole or in part for whatever reason, the Contractor shall not and shall procure that any Sub-contractor shall not:-
  - 3.9.1 materially increase or decrease the total number of staff listed on the Contractor's Provisional Staff List, their remuneration, or make any other change in the terms and conditions of those employees
  - 3.9.2 transfer, dismiss, move or redeploy any of the staff from the provision of the Services (or part)
  - 3.9.3 transfer, move or redeploy workers not providing the Services (or part) such that they provide all or any part of the Services

without the Authority's prior written consent and the Contractor shall indemnify the Authority and/or the Replacement Contractor in respect of any breach by the Contractor of this clause 3.9.

- 3.10 The Contractor shall indemnify and keep indemnified in full the Authority and at the Authority's request each and every Replacement Contractor against all Employment Liabilities relating to:

3.10.1 any person who is or has been employed or engaged by the Contractor or any Sub-contractor in connection with the provision of any of the Services; or

3.10.2 any trade union or staff association or employee representative,

arising from or connected with any act, fault or omission by the Contractor and/or any Sub-contractor and whether any such claim arises or has its origin before or after the Service Transfer Date and/or any other matter, event or circumstance occurring on or before the Service Transfer Date.

3.11 The parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer as a consequence of a Subsequent Transfer will be fulfilled.

3.12 In the event that the employment of any individuals (other than any employee of the Contractor assigned to the Services (or the relevant part) immediately before the Service Transfer Date) transfers or is alleged to transfer to the Authority or any Replacement Contractor, the Authority or, as applicable, the Replacement Contractor shall be entitled immediately (but shall not be obliged) to terminate the contracts of employment or engagement of any or all such persons, and in such circumstances the Contractor shall indemnify the Authority and/or the Replacement Contractor against any and all Employment Liabilities incurred by the Authority or, as applicable, the Replacement Contractor including but not limited to any claim for unfair dismissal, wrongful dismissal and for outstanding remuneration and, for the avoidance of doubt, references in this clause 3.12 to dismissal, employment and engagement include but shall not be limited to references to purported dismissal, purported employment and purported engagement.

3.13 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply from paragraph 3.2 to paragraph 3.12, to the extent necessary to ensure that any Replacement Contractor shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Contractor by the Contractor or the Authority in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

3.14 Despite paragraph 3.13, it is expressly agreed that the parties may by Agreement rescind or vary any terms of this Agreement without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.

#### **4. ADMITTED BODY STATUS TO THE LOCAL GOVERNMENT PENSION SCHEME**

4.1 Where the Contractor or Sub-Contractor wishes to offer any eligible Transferring Employees membership of the LGPS, the Contractor shall or shall procure that it and/or each relevant Sub-Contractor shall enter into an Admission Agreement to have effect from and including the Effective Date or, if the Relevant Transfer occurs after the Effective Date, from and including the date of that Relevant Transfer. The Contractor or Sub-Contractor will bear the cost of any actuarial assessment required in order to assess the employer's contribution rate and Bond value in respect of any Eligible Employee who elects to join the LGPS on or after the Effective Date.

4.2 For the purposes of calculating the employer's contribution rate, any termination payment, and any other sums due to the administering authority under the Admission Agreement, the Authority shall ensure that the eligible Transferring Employees' past service benefits accrued prior to the Effective Date are fully funded as at the Effective Date, as determined by the Fund's actuary.

4.3 The Contractor shall indemnify and keep indemnified the Authority and/or any Replacement Contractor and, in each case, their sub-contractors, from and against all direct losses suffered or incurred by it or them, which arise from any breach by the Contractor or Sub-Contractor of the terms of the Admission Agreement, to the extent that such liability arises before or as a result of the termination or expiry of this Agreement.

4.4 The Contractor shall and shall procure that it and any Sub-Contractor shall prior to the Effective Date or, if the Relevant Transfer occurs after the Effective Date, from and including the date of

that Relevant Transfer, obtain any indemnity or Bond required in accordance with the Admission Agreement. The Contractor or Sub-Contractor will bear the cost of any actuarial assessment required in order to assess the value of the Bond or guarantee.

- 4.5 The Contractor shall and shall procure that any relevant Sub-Contractor shall award benefits (where permitted) to the eligible Transferring Employees under the LGPS Regulations in circumstances where the eligible Transferring Employees would have received such benefits had they still been employed by the Authority. The Contractor shall be responsible for meeting all costs associated with the award of such benefits.

## 5. **EMPLOYER PENSION CONTRIBUTIONS**

- 5.1 The Contractor and/or the relevant Sub-Contractor (as the case may be) shall pay to the Administering Authority for credit to the LGPS such contributions and other payments as are due under an Admission Agreement or the LGPS Regulations in respect of each of the Eligible Employees who is an active member of the LGPS (the Employer Pension Contributions). For the avoidance of doubt, Employer Pension Contributions shall include any contributions due in respect of any shortfall over the past 5 years in the funding of the Eligible Employees' benefits, including but not limited to any revised contributions due following a revision of any rates and adjustments certificate in terms of regulation 64) of the LGPS Regulations and the Admission Agreement(s). Any such revised contributions, so far as not otherwise attributed to an earlier pension year, shall be deemed to be due in relation to the last pension year during any part of which there are any one or more Eligible Employees who are active members of the LGPS.
- 5.2 In relation to the first pension year during the Contract Period the annual rate of the Employer Pension Contributions shall be 22.20 per cent of Pensionable Eligible Employee Pay (the **Base Contribution Rate**). In the event that:-
- i. the Employer Pension Contributions due in relation to any pension year exceed 5 % above the Base Contribution Rate, the Authority agrees to meet the cost of such Employer Pension Contributions to the extent that they exceed the Base Contribution Rate by more than 5 %; and
  - ii. the Employer Pension Contributions due in relation to any pension year are less than 5 % below the Base Contribution Rate, the Contractor agrees to refund to the Authority the difference between the such Employer Pension Contributions and the amount which is 5 % below the Base Contribution Rate.
- 5.3 The Employer Pension Contributions shall be deemed to be exclusive of any contributions or payments (or part of any contributions or payments) which may be required to be paid by the Contractor and/or any relevant Sub-Contractor by reason of any:-
- i. granting by the Contractor and/or any relevant Sub-Contractor of early retirement, including the granting by the Contractor and/or any relevant Sub-Contractor of early retirement of any Eligible Employee who is a deferred member of the LGPS at the time of his retirement, but excluding any ill-health retirement;
  - ii. granting by the Contractor and/or any relevant Sub-Contractor of early payment of benefits other than on grounds of ill health;
  - iii. exercise of a discretion by or on behalf of the Contractor and/or any relevant Sub-Contractor save to the extent that the exercise of such a discretion is the result of compliance with an Admission Agreement;

- iv. pay award granted by the Contractor and/or any relevant Sub-Contractor to the Eligible Employees, but only to the extent that the resulting pay would be greater (on an individual basis) than that payable to an equivalent local government worker at or around the same time, as reasonably determined by the Contractor and agreed with the Authority (such agreement not to be unreasonably withheld or delayed) and is in excess of any pay award assumed in the Fund's most recent actuarial valuation. In default of agreement, the matter shall be referred to the Dispute Resolution Procedure;
  - v. termination of the employment contract of an Eligible Employee who is aged 55 or more at the time by reason of redundancy or in the interests of efficiency (or otherwise allowing such employee to retire on those grounds) ;
  - vi. agreement by the Contractor and/or any relevant Sub-Contractor to reduce or waive the contributions payable to the LGPS by the Eligible Employees; and
  - vii. any breach by the Contractor and/or any relevant Sub-Contractor of an Admission Agreement where such breach causes additional strain on the Fund
- 5.4 any payment due to the Contractor by the Authority or due to the Authority by the Contractor shall be calculated by the Contractor and agreed by the Authority at the end of each pension year and such payment shall be made (by whichever Party) by way of an adjustment to the Price which shall take effect as soon as practicable after the calculation pursuant to this clause and which shall apply until the next calculation pursuant to this clause takes effect. If the amount of such payment is not so agreed within twenty-one (21) days of the end of the relevant pension year, the matter shall be referred to the Dispute Resolution Procedure.
- 5.5 In the event that notice of termination is served on the Contractor and the termination date falls within a pension year then:
- i. the calculation referred to in 5.4 shall take place at the termination date in respect of that part of the pension year which falls between the expiry of the previous pension year and the termination date;
  - ii. the adjustments made to the Price (whether such adjustments take the form of additions to or deductions from the Price) in respect of the period from the termination date until the date which would have been the end of that pension year if a notice of termination had not been served shall be calculated and shall be added to (if it is payable to the same party as that amount) or deducted from (if it is payable to a different party) the amount calculated above
  - iii. any payment due as a result of the above calculation shall be paid within 14 days of such calculation being agreed
- 5.6 In the event that the termination date is the date on which a pension year ends then any payment due as a result of the calculation above shall be paid within 14 days of such calculation being agreed. On the Expiry Date, the payment calculated above shall be paid within 14 days of such calculation being agreed.
- 5.7 On termination, howsoever caused, the North Yorkshire Pension Fund will be asked to calculate whether there is a surplus (exit credit) or deficit in the LGPS fund attributable to the contributions made under this contract. The Contractor agrees to pay the amount representing any surplus or exit credit to the Authority within 28 days of the NYPF calculation . If there is a deficit ( but only to the extent it is due to factors unrelated to those listed in 5.3 above) then the Authority will take responsibility for that deficit amount.

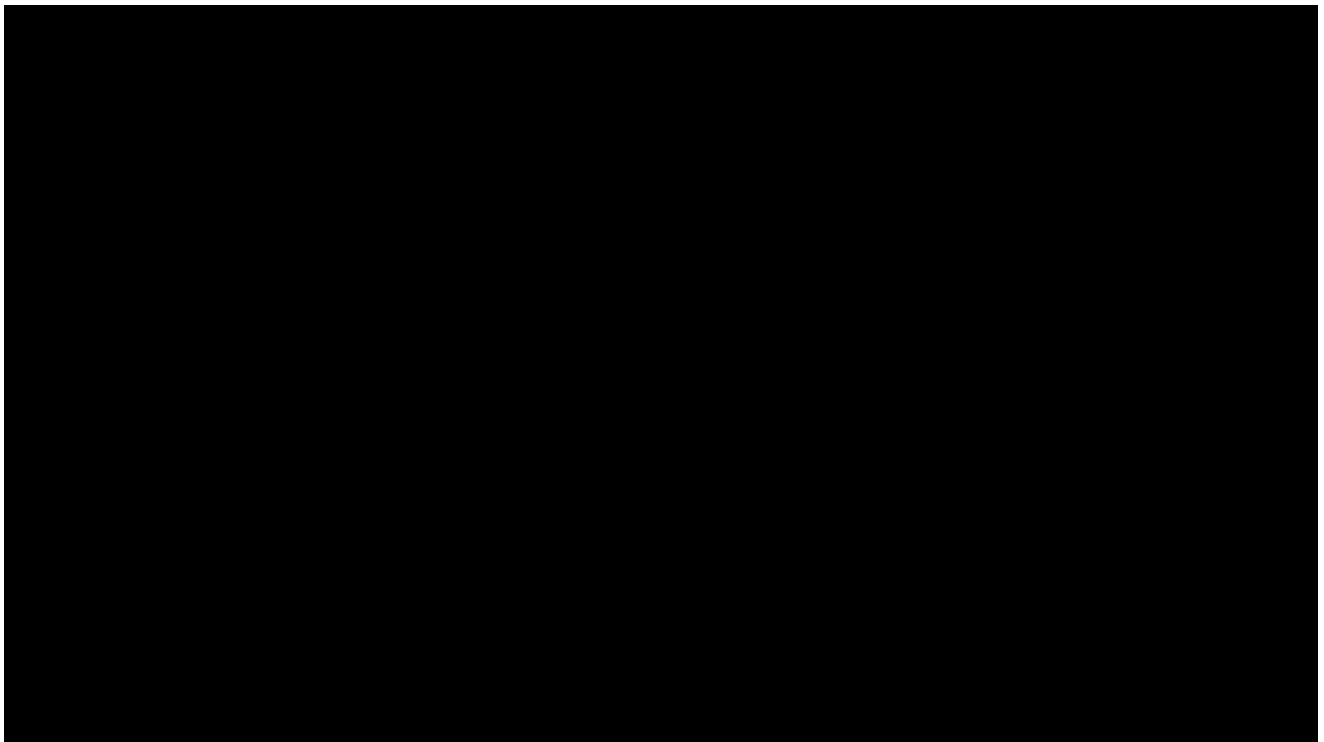
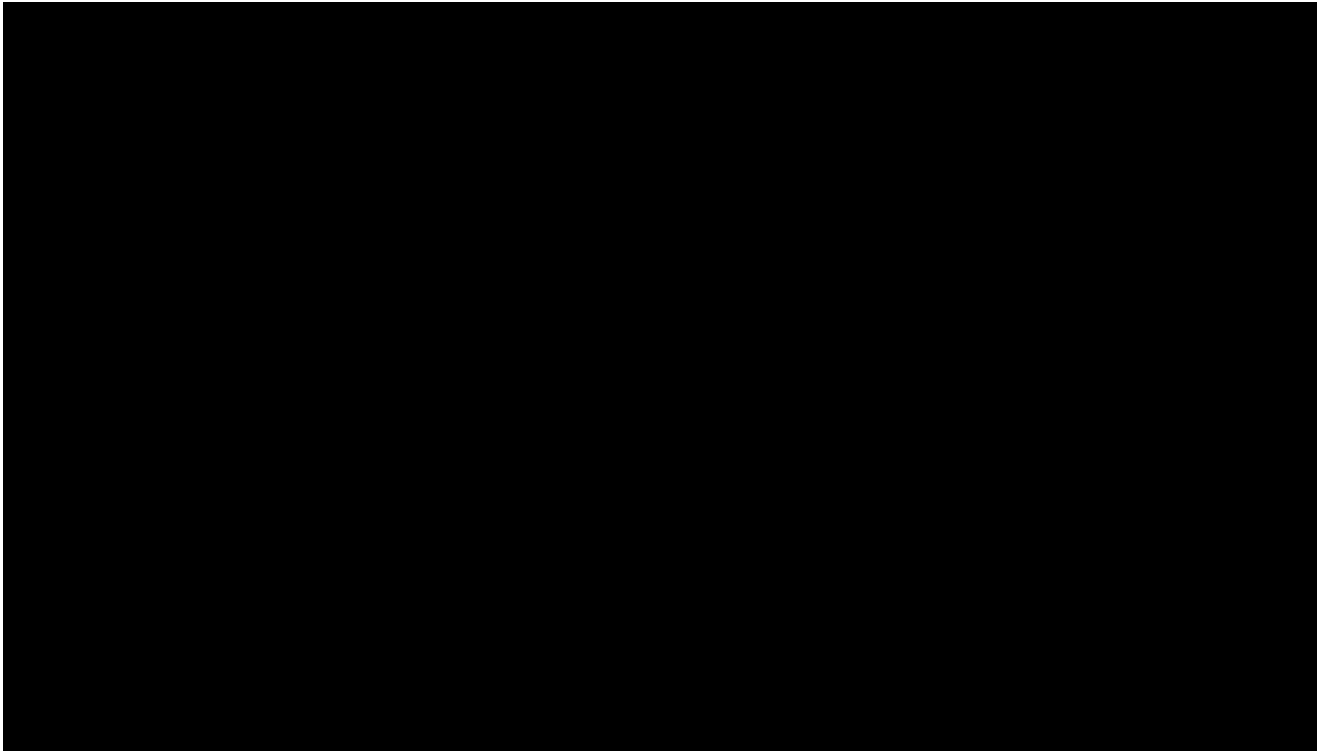
### SCHEDULE 7 – AUTHORITY POLICIES

Authority Policy (Links to documents where possible)	Policy document date / version currently held
Advertising Policy	V1 – March'11
Archives and Local History Collections Policy	July 2018
CCTV Privacy Impact Assessment and CYC policies <a href="https://www.york.gov.uk/info/20114/york_city_centre/1432/cctv">https://www.york.gov.uk/info/20114/york_city_centre/1432/cctv</a>	March 2017
Child Safeguarding Policy <a href="https://www.york.gov.uk/info/20129/safeguarding_children/414/child_protection_safeguarding">https://www.york.gov.uk/info/20129/safeguarding_children/414/child_protection_safeguarding</a>	2014
Complaints and customer feedback policy	Dec 2011
CYC Play policy	2016 - 2020
Data Protection Policy	V2.2 - Dec'08
Discretionary rate relief NNDR	2017-18
Equality Scheme <a href="https://www.york.gov.uk/info/20148/equality_and_diversity/982/york_equality_strategy">https://www.york.gov.uk/info/20148/equality_and_diversity/982/york_equality_strategy</a>	2016 - 2020
Food Allergy What you Need to Know <a href="https://www.york.gov.uk/info/20065/food_safety_and_standards/1284/food_pre_mises_registration">https://www.york.gov.uk/info/20065/food_safety_and_standards/1284/food_pre_mises_registration</a>	2009
ICT third party policy	March 2017
IT Security Policy	May 2018
Joint Health + Wellbeing Strategy & JSNA <a href="https://www.healthyyork.org/">https://www.healthyyork.org/</a>	2017 - 2022
Notification on Data Protection Register	Expires Sept 2017
One Planet York <a href="https://oneplanetyork.co.uk/">https://oneplanetyork.co.uk/</a>	2017
People Helping People Strategy <a href="https://www.yorkcvs.org.uk/people-helping-people-effective-city-led-volunteering-in-york/">https://www.yorkcvs.org.uk/people-helping-people-effective-city-led-volunteering-in-york/</a>	Nov 2017
Safeguarding adults	2016
Stock Policy	2018
York Information and Advice Strategy (Including Annex B – Presentation)	Aug 2016

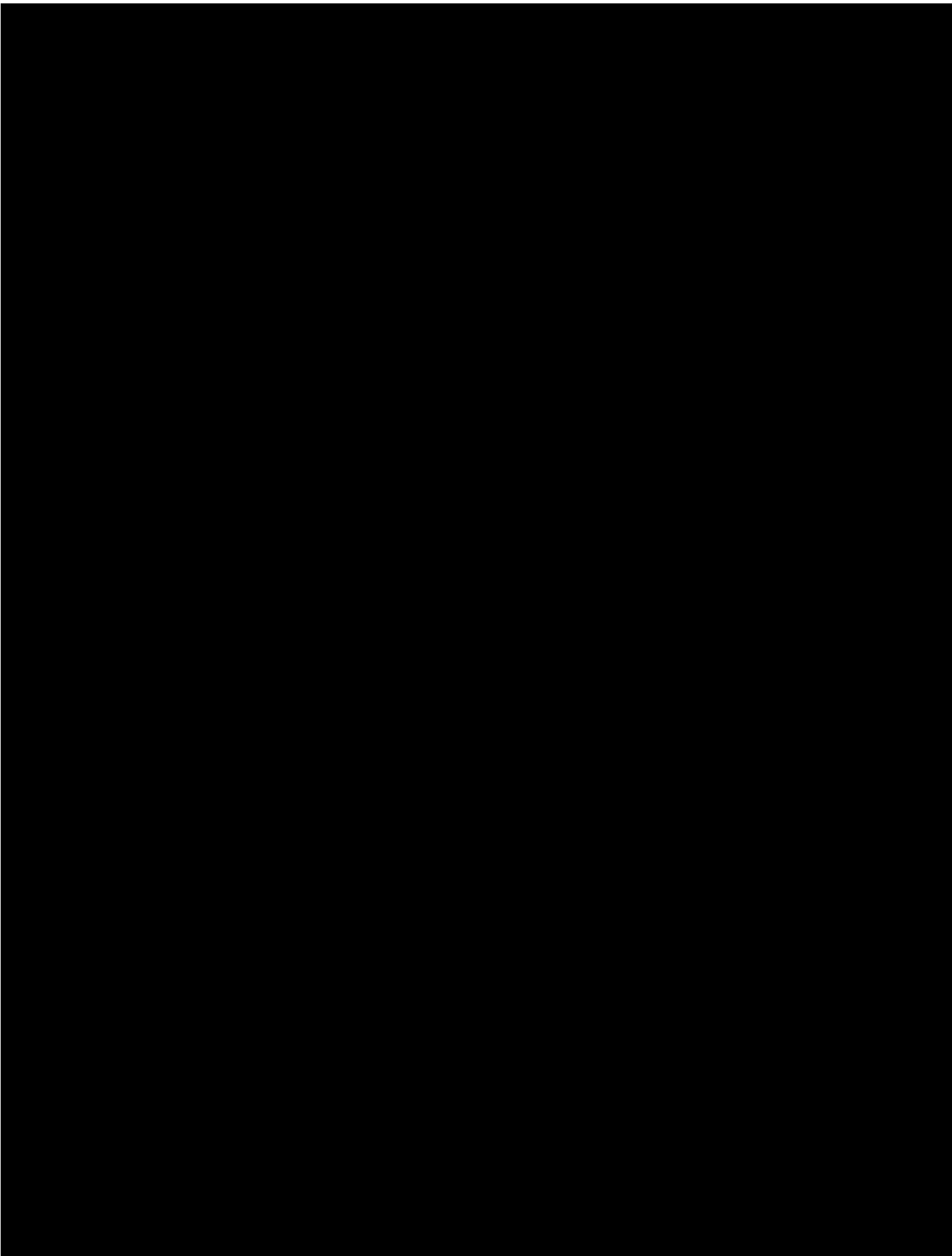
Operation of York's Library Service  
Second Stage Procurement

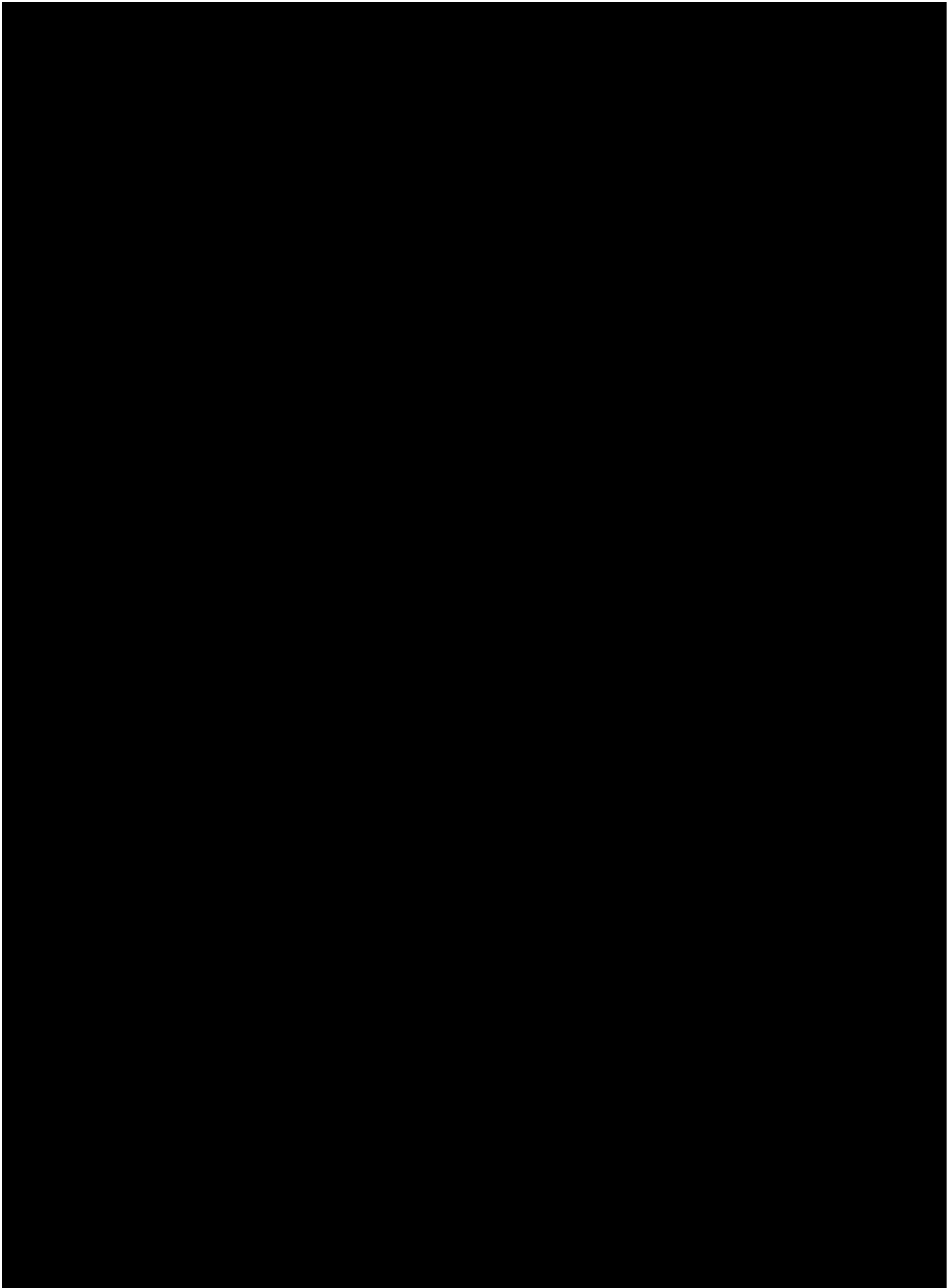


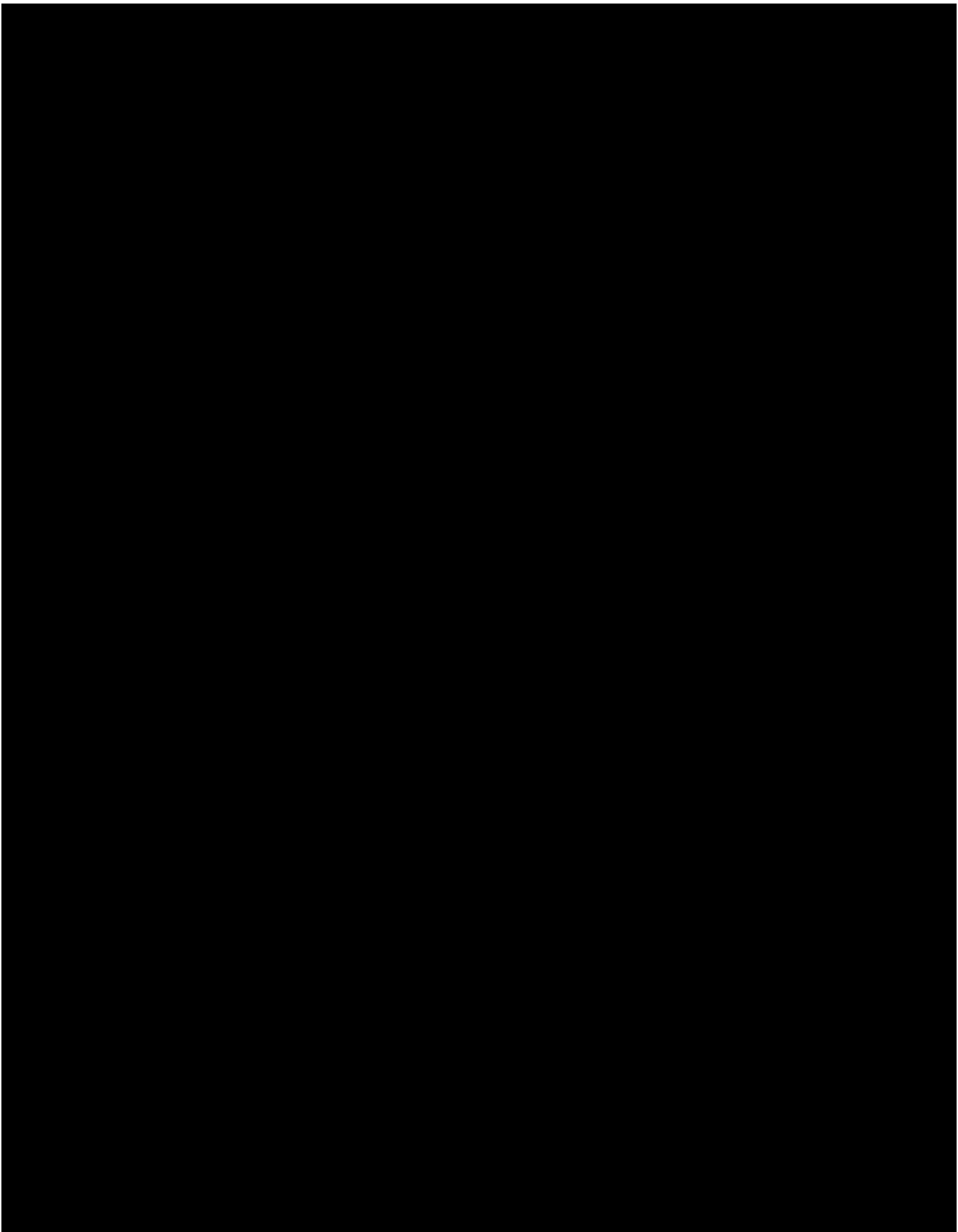
Explore York Covering Letter

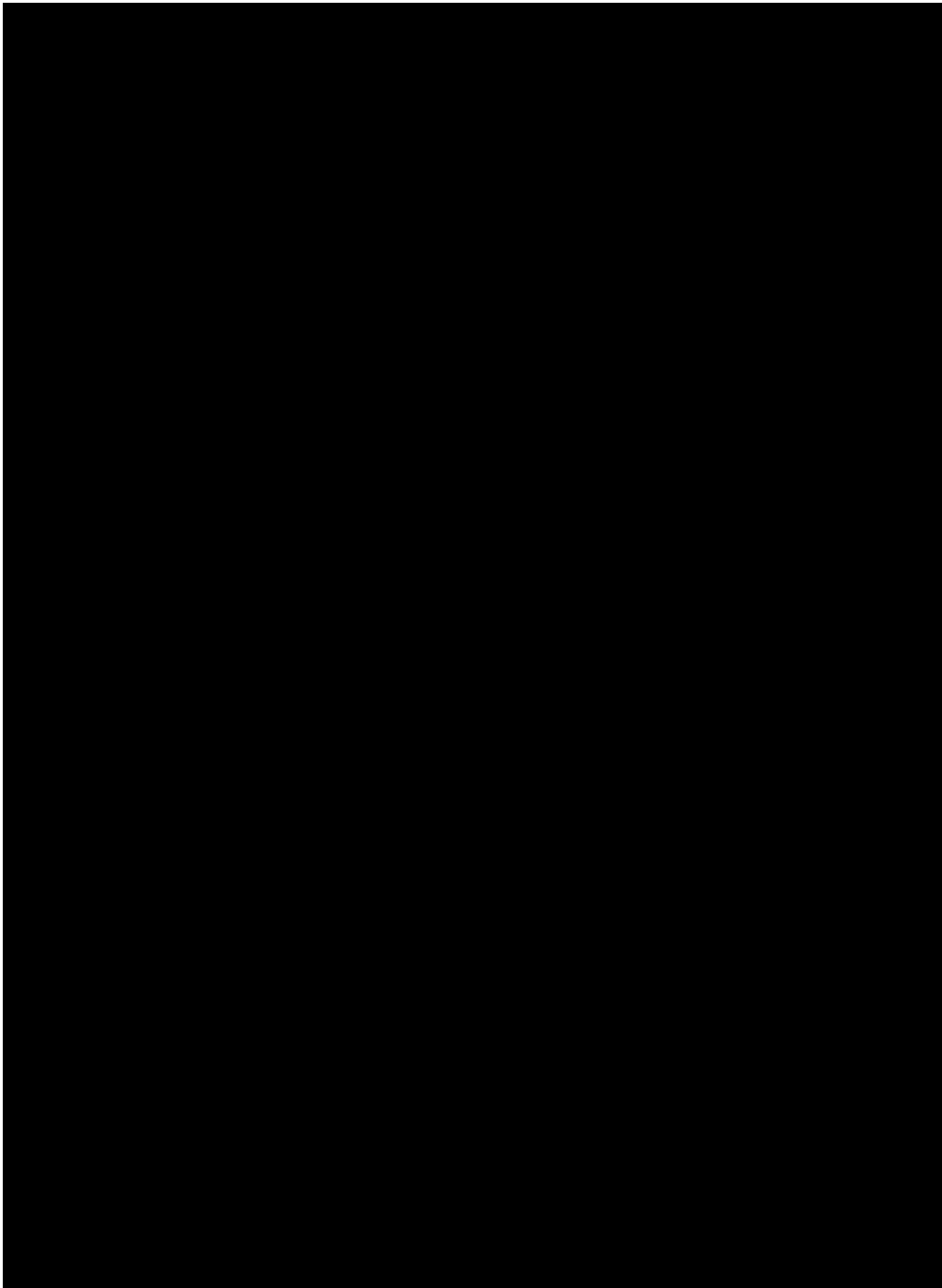


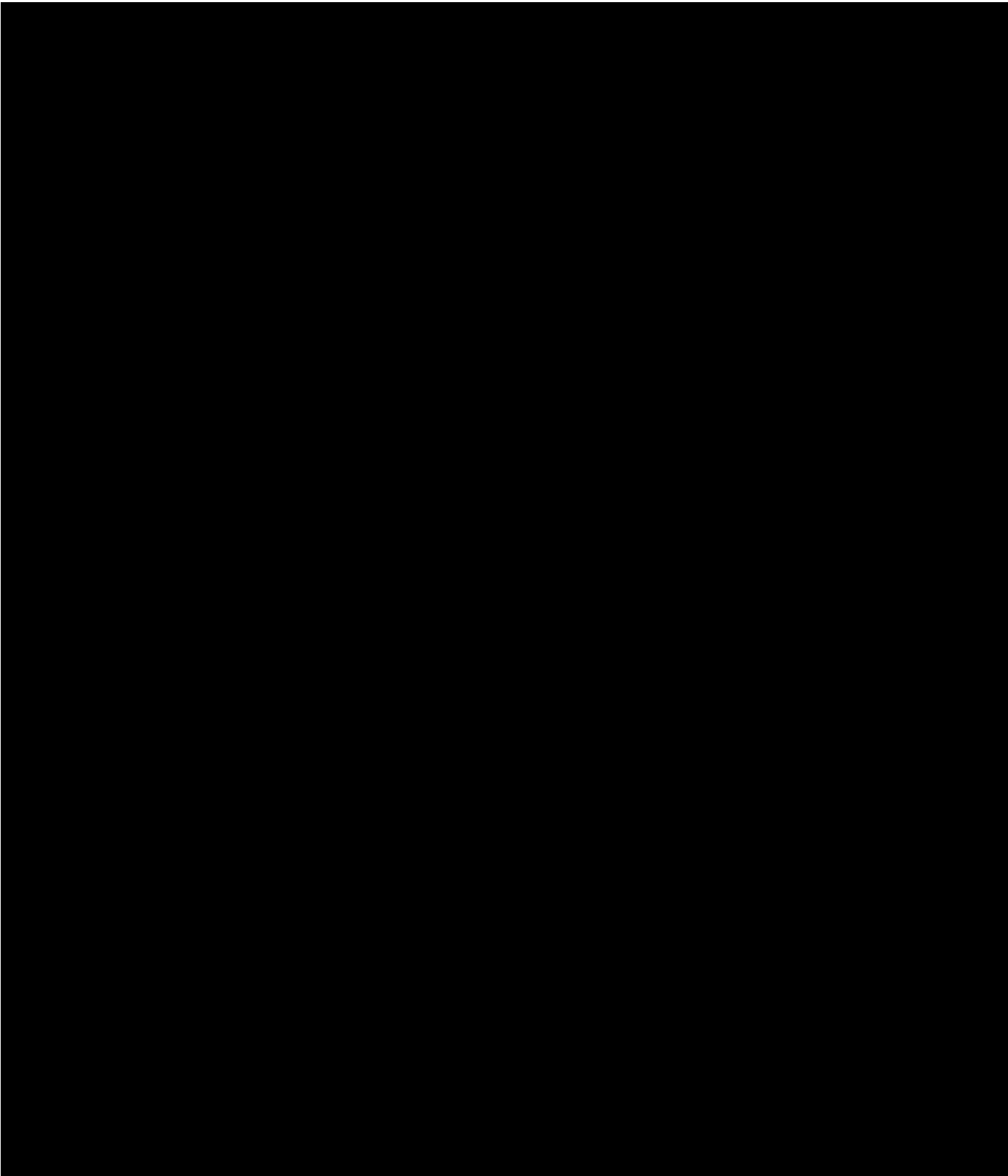


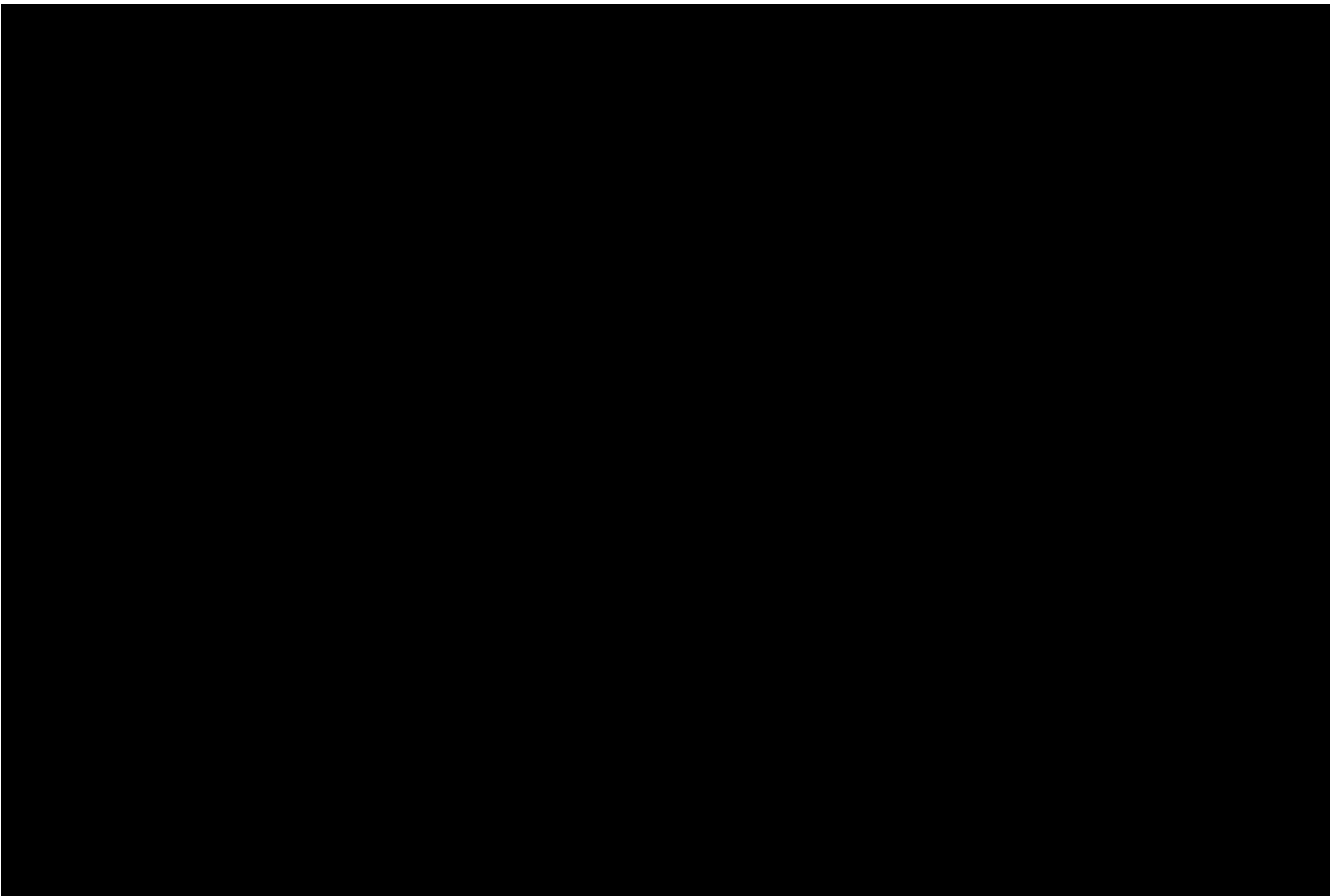




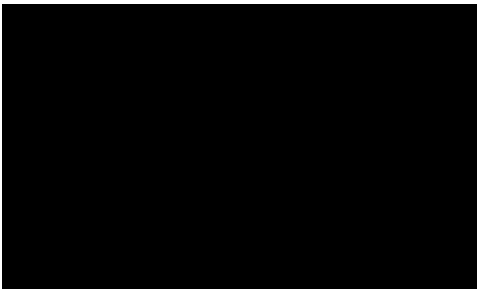








Yours Sincerely



Explore York Libraries and Archives Mutual Limited

28<sup>th</sup> January 2019



CITY OF  
**YORK**  
COUNCIL

## **Invitation to Tender for Operation of York's Library Service**

### **Part 3a: Forms to be Returned**

**Issue Date:** 14<sup>th</sup> January 2019

**Tender Return Date:** 28<sup>th</sup> January 2019, 1200 hrs UK time.

**Company name:** Explore York Libraries and Archives Mutual Limited

**1. RESPONSE TO SELECTION QUESTIONNAIRE  
CAPACITY TO DELIVER, BACKGROUND CHECKS AND ORGANISATION**

Please submit your completed Selection Questionnaire (Volume 2 – Part 3b) as outlined in the document itself.

**2. RESPONSE TO QUALITY QUESTIONNAIRE**

Please detail your response to the specification detailed in the Invitation to Tender. Refer to the evaluation criteria and check that your response covers all elements of the requirement. Tenderers should note that the bullet points in questions must be covered, but the question is not limited to those bullet points.

The table below sets out the requirements of the tendering process. Please:

- use the table provided to complete your response
- insert a page number at the bottom of each page
- insert the name of your organisation at the top of each page
- write your submission in Arial Size 12 font.

Each question states the maximum quantity of words that can be submitted. Any acronyms need to be initially written in full with the abbreviation in brackets. Any additional documents will not be accepted within the submission or SQ unless specified. Should additional documents be submitted as part of the tender, please ensure you include a header which details the appendix number, the section of the tender and the question it relates to.

**1: Library Service Operations**

**Question 1: What are your proposals for staffing this contract to ensure the appropriate skills, experience and knowledge are in place? Please provide:**

- (a) a staffing structure, including pay scales/salaries**
- (b) Description of roles & responsibilities for each post**
- (c) Identify where TUPE applies**
- (d) Explain use and role of volunteers, interns or apprenticeships to support service delivery**
- (e) Detail how you will ensure that staff are appropriately recruited, trained and managed**

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**Structure, pay scales and salaries (a)**

In our Covering Letter, we have described a new approach to governance and how this will be manifested in some structural changes and redefinitions of current roles.

Our structure is focused on delivering quality frontline services. The Board is responsible for governance and challenging performance and we have a strong strategic centre, consisting of Chief Executive Officer (CEO), Chief Finance Officer (CFO) and Chief Operating Officer (COO), who together form the Strategic Management Team, setting the direction of the organisation. This is supported by a wider team of qualified librarians and archivists, who make up the Contract Development Team, developing and driving services. The Operations Team work out the details of how to do it. The Operations Team is made up of frontline managers with qualified staff attending when necessary.



A copy of the staff structure is provided at **Explore York Appendix 1**, along with details of pay grades and responsibilities such as who is Civic Archivist. We use the local government pay scheme

### **Roles and Responsibilities (b)**

In summary:

**Deliverers** are frontline staff who:

- Are directly customer-facing and service focused
- Ensure the effective delivery of all library services
- Work with our partner organisations
- Identify local community partners and champions to advocate for and support local library delivery
- Are skilled in information retrieval and referral
- Are digitally confident.

**Developers** are specialists who:

- Identify and build relationships with key partners to develop joint initiatives
- Align the work of Explore with CYC strategy
- Identify the synergies that Explore can bring to York's broader cultural ecology
- Secure funding to enable the development of new and existing projects
- Forward think to ensure continuous improvement and innovation.

### **TUPE (c)**

Assuming that Explore York is successful in its bid, there will be no TUPE issues that we are aware of.

### **Use and role of volunteers, interns or apprenticeships (d)**

Volunteers are an important and valued resource who help to:

- Strengthen community participation
- Infuse new skills and perspectives
- Increase capacity for developing new services
- Add value and enable paid staff to focus on improving the customer experience.

Volunteers contribute to:

- The events programme
- Back-office activities
- cataloguing of archive collections.

During 17/18 Explore York employed 468 volunteers who worked 18,601 hours in Libraries, plus 121 volunteers who worked 3,555 hours in the Archives. This presented a total overall volunteer contribution of 589 people, working 22,156 hours.

#### **Other volunteer groups**

- **Board members** - they are drawn from senior roles in corporate marketing, finance, and cultural strategy. We recruit them locally so they have a good understanding of and loyalty to York.
- **Friends groups** – raise money and advocate for individual libraries across Explore.

**Apprentices** – Explore has employed four apprentices since 2014, with one apprentice now a permanent member of staff. Three former apprentices are now in roles that stemmed from their apprenticeship experience. Explore will continue to appoint at least two apprenticeships each year.

#### **How we will ensure that staff are appropriately recruited, trained and managed (e)**

##### **Recruitment**

Explore's recruitment policy is closely aligned to the CYC model. We have preserved and built upon HR best practice. For example, we have targeted young people by holding open days so they can come and ask questions. Where appropriate, staff are DBS-checked.

##### **Training**

Our learning and development plan is built from two places – organisational need to deliver our strategy and individual need which comes from our Personal Development Reviews. These are held annually, with a six-monthly review. Staff review their own performance in discussion with managers and identify areas where they would require further development or support.

We hold a day induction session for all new members of staff where they meet key members of staff who communicate our values, strategic objectives, key priorities and how these relate to their role. We use a range of training methods, taking learning styles into account.

The following key trends emerged from the most recent staff wellbeing survey:



**(2018 Staff Wellbeing Survey)**

**Management**

[Redacted text block]

[Redacted text block]

We work with staff to create a positive and nurturing environment. There is a continuous dialogue between senior management, local managers and staff, ensuring that we remain attuned to staff perceptions and open to their own ideas about how we develop the broader Explore offering.

We have an active lone worker policy which covers all staff.

Increasingly, we use technology (self-issue, full EDI) to free up staff for more meaningful customer engagement tasks, ensuring that job satisfaction is optimised and there are opportunities for personal development

Staff management is underpinned by a robust set of policies and procedures covering areas such as recruitment & selection, capability, and performance.

Question 2: **What is your approach to making libraries as welcoming, safe and attractive in response to the vision?**

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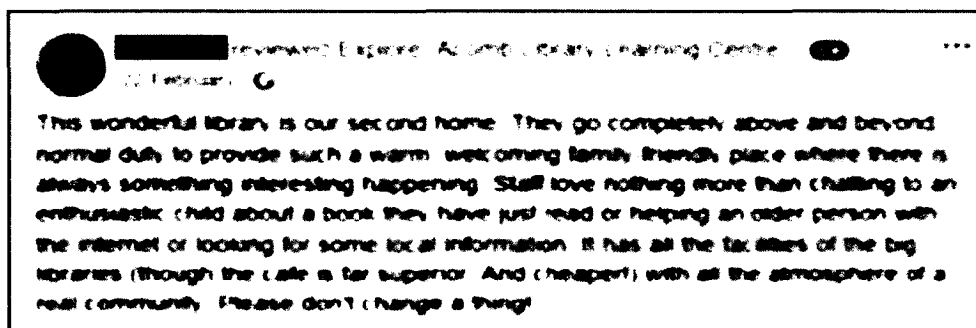
Our vision is built around the concept of flexible, accessible and welcoming spaces. All of our spaces can easily be transformed to other uses to maximise their potential. Our staff are recruited to be welcoming and friendly and are trusted and valued by local people. Wherever possible we build in a glazed frontage (eg. Acomb, Burnholme) to allow people to see what is happening as they approach – a transparent transition space. Our vision includes reading cafes as a space that welcomes people into our buildings – they allow people to take that first tentative step and then stay all day.

The Explore vision was turned into reality at Acomb – people can walk through it and understand how it works to attract people and encourage them to stay.

*In moving from Kent to Yorkshire 2 years ago at the age of 90, I found the library a life saver. The welcoming and friendliness made all the difference in helping me settle.*

All our buildings are DDA compliant. We continually improve access to our spaces working with local people and partners. For example, during a ground floor refurbishment at York Explore, we collaborated with user groups such as York's Blind and Partially Sighted Society to ensure the buildings are truly accessible to all. We had one of the first Changing Places in York at Acomb in 2008 and now they are included in all our refurbishments. At the Burnholme Centre we have a sensory room where people with disabilities can participate.

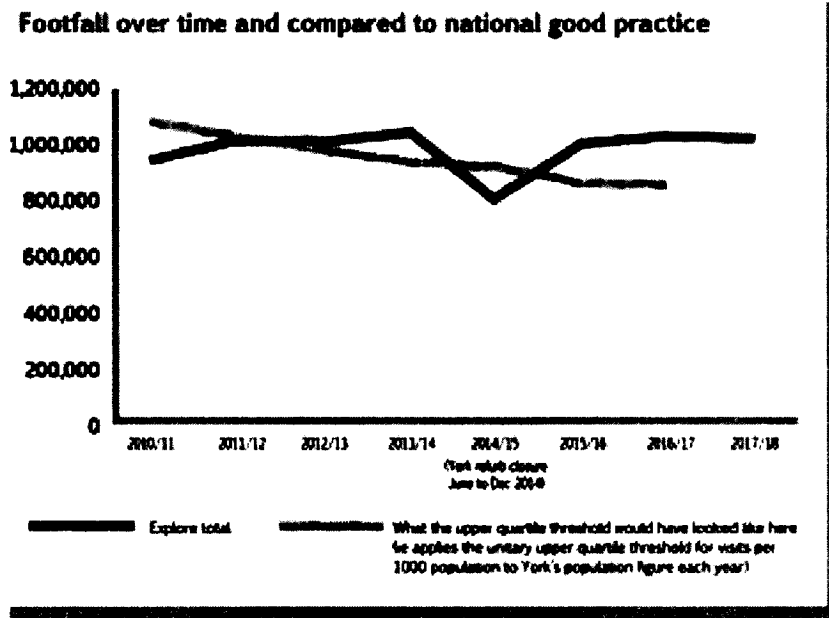
Libraries are clearly signed and have opening hours that reflect the needs of the community, including Sunday, where required.



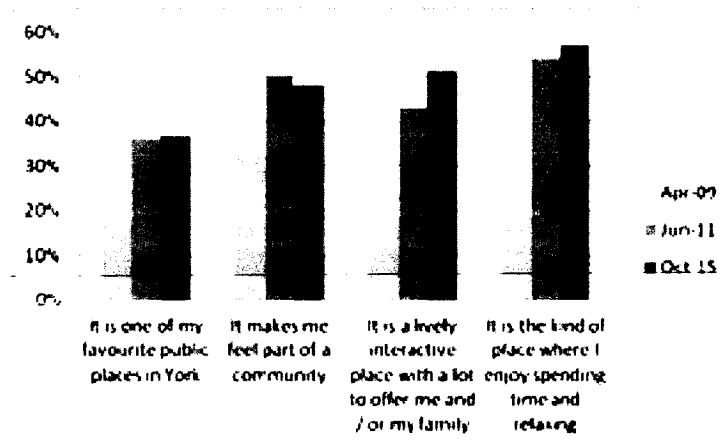
Libraries are Dementia Friendly with staff trained accordingly. Explore is recognised as a key partner in delivering the Safe Place scheme being implemented by CYC. Our Explore Centres will be designated as Safe Places on the national database and staff will undergo awareness training in Autumn 2018.

Working with local communities, we aim to target and address specific areas that are important to them such as dealing with anti-social behaviour

We know that the community enjoys being in our spaces because we are ahead of national performance for footfall, as evidence in the following chart.



The Talkabout residents' survey extract shown in bar chart form below, shows a gradual rise in perception over time regarding York Explore.



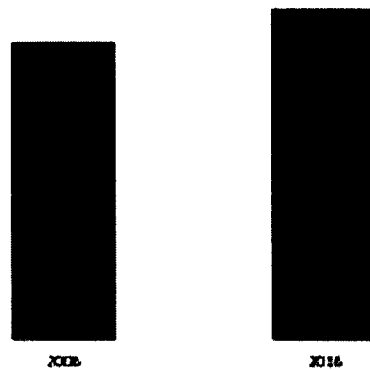
(Talkabout Residents' Survey 2015)

Our Customer First Quality Standards provide the foundation for a consistently excellent customer experience for every customer. These standards encompass good industry practice (Customer Service Excellence, CSE) and were developed in

consultation with staff and our users.

Criteria range from visual appeal outside the building to the ambience inside, understanding body language, effective enquiry skills, display of products and provision of information. These standards are fully embedded in current practice. An annual audit with action plans for improvement ensures that customer experience remains a priority. The customer experience is reflected in all personal development plans, reviewed at regular one to one meetings and at the annual appraisal.

In the PLUS survey extract shown below, we compare performance between 2006 and 2016.



**Customer satisfaction with attractiveness of the interior of our buildings  
(PLUS Survey 2018)**

We collate all feedback from the public and we publish “You said...so We did” notices to show how we respond to that feedback. All of this will provide evidence for Customer Service Excellence award criteria which Explore is working to and will achieve by year two of the contract.

York Explore was a finalist in the Visit York Tourism awards for Family Friendly Experience 2018, where our focus on improved customer experience was a key factor.

Question 3: **What would your Service offer look like for Children, Young People and schools?**

Word limit: 500 Weighting: 0.5%

We provide an integrated offer covering learning, creativity, culture and wellbeing in spaces that are safe, accessible and welcoming. Continuing to promote the joy of reading to provide a strong start in life leading to improved literacy and enhanced life chances is at the heart of this. We will continue to deliver quality programmes such as:

- **Summer Reading Challenge:** Supporting literacy development outside of school, during 2018, 3,477 children aged 5 to 11 took part. 19% of children aged 4-12 in York take part, which is the highest level in the Yorkshire and Humber Region
- **Bookstart scheme:** regularly delivered to every child under the age of 4 across the City
- **Storytimes and rhyme times:** Giving under 5s confidence in interacting with others
- **Funded projects:** e.g. 'Jump Inside a Story', with Mud Pie Arts, which enables very young children to creatively interpret stories using dance and creative making.

*'I have used this library for 5 years since my children were born. It has been invaluable for us in providing a place for the children to meet other children and for fostering a love of books and learning from an early age.'*

Our children's advisory group, which reports to the Explore Board, enables children's voices to be heard.

We will further develop the innovative Explore Labs project, enabling children and young people to access digital technology and work with artists and to create, discover and learn new passions and skills. Muse Hack, for instance, provides the opportunity to unleash creativity, working alongside artists, digital makers, coders, 'techies' and researchers. We will provide a range of cultural activities for children as schools' provision reduces.

We will provide access to information resources and skilled staff to encourage a sense of wellbeing, creating awareness of the importance of a healthy lifestyle and fostering a sense of belonging for children and young people from diverse backgrounds. Examples include:

- Maintaining our programme of Baby Days, working with a wide range of partners from taster sessions in baby singing through to nutritional advice for new parents
- Continuing to work with local organisations such as Accessible Arts and Media to support access to creative, informal learning opportunities for children and young

people with a range of disabilities

- Developing our relationship with home-schooled children, creating an offer specifically to support parents and young carers.
- Providing access to 'Shelf Help' resources at all libraries selected by mental health professionals to support children and young people through a self-help route that complements the work of medical professionals
- Continuing to develop our archive resources, to enable children and young people to explore themselves and their place in the world
- Harnessing our relationships with York CVS and local schools and colleges to provide more bespoke volunteering opportunities to enable all young people to further develop the skills they need to improve their employment prospects.

We will further develop our work with schools and academy trusts with:

- Class visits (2000 children visited between April and July 2018)
- Work experience opportunities
- Stock that supports the national curriculum and fuels a joy of reading
- Homework spaces and support
- Access to archive packs and discounted book purchases for schools
- Of York's 51 primary schools, 33 schools visited us in 17/18, for purposes such as book exchanges, Time to Read pack visits, library induction visits and local history and archive visits, and we also gave promotional assemblies about the Summer Reading Challenge to 40 schools.

We will continue to be a key member of York's children's educational partnership, which brings cultural organisations together to ensure the delivery of the Arts Council vision for every child to have a cultural experience.

***'The library is a very important place for me as a registered childminder, it helps the children to learn, to do homework and explore and learn via books and computers.'***

**In 2017/18 we had 232,000 visits from children. Approximately 23% of visits are from children, who represent 18% of the population.**



# MISCHIEF MAKERS

SUMMER READING CHALLENGE 2018

The Summer Reading Challenge is the UK's biggest free reading for pleasure promotion for children

**3,477** children in York joined the Mischief Makers Summer Reading Challenge, including the mini challenge



**481**

children joined the library as new members.

"The challenge is really good for my son - he's just started reading and we've always had to encourage him to read but since starting this he wants to read more and is always asking to read another book."

**1,712**

children completed the challenge by reading at least six library books

**123**

people registered as Summer Reading Challenge volunteers

**59**

of these were young volunteers who gave 105 hours.

"The Summer Reading Challenge was brilliant for my grandson, age 8. He read books he wouldn't have seen because there is so much more choice at the library. And he was very keen to read every night because he wanted to finish the challenge and get the medal. His dad has also 're-discovered' libraries as an endless source of free reading material!"



**59,956**

children's items were borrowed over the Challenge

**1,068**

children attended a variety of fun, creative events at the library

**explore**

Knowledge and Ideas for Everyone

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Question 4: **What is your approach to continuous service improvement, development? How do you identify, monitor and manage trends? What is your service improvement commitment, including use of named responsible persons, should standards dip below expected levels? What is your complaints procedure? How do you respond to complaints?**

Word limit: 500 Weighting: 1%

### Explore Approach

One of our core values as an organisation is to 'Learn, be reflective, develop and continuously improve'. Our ambition is to be entrepreneurial and innovative, focused on the customer journey



### Explore York Continuous Improvement Model

Our annual planning cycle has improvement at its heart. We aim for improvement in services, performance and processes. Our Board is very focused on continuous improvement, challenging us to find new and better ways of delivering services. We have a Lean Thinking group that review all our processes. It is made up of a small team of staff who rotate to embed the skills across the organisation. The aim is to ensure that staff can focus on customers rather than processes.

#### Identifying, monitoring and managing trends

**Service improvement** - Our core team of qualified staff work to improve services in their specialism e.g children, reading and in partnership with other specialists. They look regionally, nationally and internationally finding where best practice is. They report into our strategic management team which holds monthly meetings that focus on improvement and innovation. This strategic centre drives the improvement and ensures that we are always delivering innovative services.

**Performance improvement** - Libraries produce a vast amount of data that needs to be extrapolated into trend information by our 'data champion' whose role is to flag key positive and negative trends. Each month, library managers report on their

performance and the Operations Team review it. They work on what is working well and where we need to improve. Library managers can share best practice and learn from each other to improve.

Any exceptions, such as failure to reach targets, is reported to SMT who plan interventions to address concerns. Ultimately the performance and HR sub group of the Board will get involved if there are no improvements.

Performance is reported to our Board quarterly. Regular and early interpretation of data enables us to quickly identify any concerns and take action. Our annual report is produced ahead of our AGM and this contains the trend information for the preceding year and a forecast ahead to the next. Our Community Members and Staff Members have the opportunity to challenge our performance at the AGM.

### **Our commitment to service improvement - managing and responding to complaints**

Listening to our customers is vital, as we shape our services based on customer insight. We do this in a variety of ways from formal surveys to regular customer feedback. As a frontline service, we receive daily comments from our users and so staff are trained to respond immediately if possible. The majority of comments can be resolved swiftly and are published in the relevant library for customer awareness. If this is not possible, or it is a written complaint, it is addressed by the site Library Manager within 7 calendar days in line with our formal Complaints Management Policy. If necessary, it is then escalated to the People and Operations Manager who will investigate and respond within 7 calendar days. If the matter is still not resolved it is escalated to the Chief Executive and finally to the Chair of the Board. The customer is kept informed throughout the process with a clear expectation of anticipated timescales for response.

We keep a database which shows the feedback and the action taken as a result. This covers all feedback from bouquets to complaints. The database is monitored monthly by the Operations Team. This allows for key trends to be spotted and identification of examples of best practice, areas requiring improvement or services that might need further customer consultation.

Our formal survey the PLUS (Public Library User Survey) is conducted every 3 years in line with CIPFA recommendation. This includes a free text response and we received over 1000 comments in the most recent survey. Here are a few examples of the changes we made following the October 2016 survey:

- We installed MS Access and Publisher on public PCs
- Acomb added more browsing space around their non-fiction books
- We introduced Wi-Fi printing
- Dringhouses opened up their outdoor space

- York made changes to their cafe menu.

We will conduct our own satisfaction survey for the intervening two years to enable an annual statistic.

**Question 5: Describe your ICT solution and how it meets the public and business needs? What software and hardware will be used? Explain your hardware refresh cycle. What will your online presence look like?**

Word limit: 650 Weighting: 2%

We will deliver the contract in conjunction with CYC ICT - our ICT partner of choice since mutualisation and the driving force behind the vision of York becoming the UK's first gigabit city. Our partnership is founded upon the shared belief that libraries have a big role to play in achieving that vision due to our unique position in the community, socially and culturally.

### **Meeting public needs**

Explore is uniquely placed to bridge the digital divide, ensuring no one is excluded from services such as banking, job applications, social media and community engagement. In support of this, we will continue to provide:

- Free and filtered WiFi/LAN access to the internet at all libraries. PCs bookable in advance online. No time limits or registration on Wifi
- Access to beta tests, skills workshops and website guidance/advice
- Self-service book issuing
- Print/copy/scan, including secure printing from personal devices
- Display screens promoting our events and services and those of partner organisations
- Interactive touch-screens, enabling engagement with our collections
- ICT learning suites at Clifton, Acomb and York, hosting classes provided by York Learning and other partners
- Meeting rooms with interactive screens and video conferencing facilities
- Makerspace at York Explore, including 3D printer, community radio equipment, arduinos and raspberry Pis etc.
- Microfilm readers and book scanners in the Archives and Local History Library
- Catalogue PCs in larger branches for customers to interrogate stock.

**Meeting business needs**

From commencement of contract, this will include:

- Staff IT - workstations, MFDs, and EPOS tills, mobile devices and a secure remote interface, enabling flexible working
- RFID tagging, automated stock reporting systems, full EDI and stock rotation
- CCTV and door entry systems
- Footfall counters - at Explore Centres this will be sophisticated thermal technology, ensuring accuracy and providing detailed insights by time of day.

**Software specification**

From commencement of contract, this will be:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

**Hardware specification**

From commencement of contract this will be:

- [REDACTED]
- [REDACTED]
- [REDACTED]

All public PCs will be refreshed at the start of contract and then refreshed every 5yrs thereafter. The self-issue machines will be replaced in year 2. Staff desktop and laptop devices will be refreshed in Year 2 and then every 5 years thereafter. Explore will be responsible for ensuring ICT equipment is PAT tested. ICT will provide secure disposal of end of life ICT hardware.

**Network**

[Redacted content]

**Online presence**

Explore's website is fully responsive, and designed by YorkMix media, an award-winning, local media company.

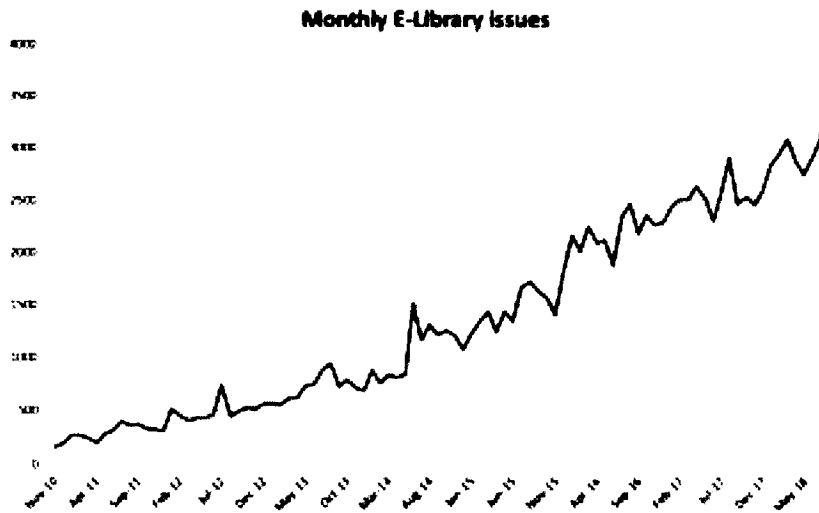
Our online catalogue is used to browse holdings information about books and archives, view historic images, place reservations or renewals, or join the library. Listings include information about related items, series lists, prize lists, reviews, and user-generated tags to help people find their next good read or the next toy to borrow.

Our websites can be accessed on mobiles/tablets, and there will be further development of this technology, including self-issue via mobile devices from Year 2 of the new contract.

Explore controls its listings on Google maps and works closely with DisabledGo, ensuring that there is thorough and accurate accessibility information about our services.

Our E-Library is open 24/7 and includes eBooks, e-audiobooks, and online reference facilities. The e-library is part of the Big City Read, offering unlimited downloads, enabling customers with mobility/travel issues to participate. All books are on one platform (Overdrive) as we know that our customers like to have everything in one place.

The following chart demonstrates the significant growth we have achieved in this area of our operations, comfortably achieving upper quartile performance.



(Explore York Data Source 2018)

There will be ongoing development to our online offer, including instant messaging, virtual tours, digital archives and online shopping.

Please also see **Explore York Appendix 2, ICT Service Level Agreement**, which reflects the requirements of the Service Specification.



**Question 6: What's your approach to innovation? For example, what are your expectations for new technology in the community library sector in a vibrant, hi-tech city like York?**

Word limit: 400 Weighting:1%

### **Approach**

Innovation is an Explore core value, we pride ourselves on our ability to respond quickly to opportunities and to pilot new services.

In 2014, we took a risk to become one of the first library mutuals. We believe that innovation and the willingness to take risks is key to being sustainable and successful. We work on the basis of this quote from NCIS TV programme, "We looked at the reality in front of us and refused to accept it". We work very much to outcomes and finding solutions to help us realise those outcomes.

Explore is well known nationally as an innovator, from reading cafes to engagement work with archives and children. We have a proven track record in successfully delivering innovative services.

York's excellent bandwidth enables us to implement new technologies without restriction such as:

- EDI (automated book ordering systems) which helped us to close down back room work and transfer the staff to the frontline
- Wireless Printing – people can email their printing in from home or directly from their device in the library
- eBooks and audio downloads
- Advanced archive cataloguing methods
- Piloting Visa Biometrics/data submission service
- British Film Institute (BFI) Player Archive Library pilot project member.

### **Expectations for new technology**

The pace of technology gets faster and faster and Explore will be the place where everyone can access the latest devices, the latest technology from Virtual Reality rooms to 3D printing and all points in between. It will be the place where everyone finds what they need to keep up with modern life.

In the next 20 years life will change in ways that we cannot completely predict. We welcome the challenges that the future presents and we will use innovation to radically change the way we deliver our services.

Explore will keep the needs of local people paramount in our planning. It takes insight

and experience to know which technologies are most likely to serve the interests of individuals and communities. Our partnership with CYC ICT will be key to us keeping ahead of the changes and will help us to develop infrastructure and partnerships that prepare us for future challenges anticipating changing demands. We will continue to work in partnership with them and learning providers to ensure that local people are at the centre of innovation. There will continue to be a focus on promoting digital skills and providing free access to the internet for everyone, making sure that no one is left behind.

- We will be introducing the ability to issue books from your own phone/tablet as the next step from self-issue machines. Library design companies are offering “smart” shelving and we will assess whether or not they are worth buying. The ultimate test will be – whether it will enhance the customer experience
- We believe there are opportunities to use big data to gain valuable insights about our visitors. We plan to work with data analysts who can use machine learning to identify trends. Some museums have had real success with this new technology
- We have been developing a makerspace in York Explore working with digital and tech companies such as DC Labs. We will continue our partnership with York digital tech companies. It will grow further in the next year to have a permanent home in one of our learning rooms at York as an Explore Lab. We will then develop Explore Labs in all Explore Centres with a mobile offer that can travel to Gateways and other community locations. Explore Labs will enable everyone to have access to new technology and devices so no one is left behind
- We will provide research and development sessions where technology companies can trial new products and where people can try out technology such as products that allow older people to live independently. We will work with CYC ICT teams to deliver this as part of the City Fibre work. The Internet of Things (IoT) will increase in popularity with many items available that can be controlled through the internet. Explore will be the place in York to showcase how it can safely improve lives. We will set up a range of technology so people can see how it works ahead of buying it.

**Question 7: What is your approach to fees and charges? How will you set customer pricing in a fair and competitive way? What are your plans for the York Card Development/Replacement? What is your commercial offer to service users? What will you sell, or rent, or otherwise gain income from?**

Word limit: 500 Weighting: 0.5%

### **Customer pricing - Fees and Charges**

As a statutory service, the core elements of our services will always be free of charge, principally book loan and internet access. Our fees and charges such as overdue fines and photocopying are reviewed annually and can be found on our website. We make decisions on what to charge based on:

- We protect children from fines and some activities charges, maintaining a free offer to encourage parents to bring their children to use libraries
- We have reduced overdue fines for young people with a £5 per book maximum to avoid debt
- Fines are a key barrier to people using libraries as they worry about running up debt and returning books late so we make it easy to renew through the telephone, email or online. We also issue "underdues" which come as texts a few days before your books are due, alerting you to the need to return or renew. This has been very successful
- There is a maximum fine of £10 per book for adults to avoid people running up large debt
- We negotiate instalment payments for debt as our overriding aim is to not exclude people because they owe us money
- In the case of long overdue, our focus is on getting the books back, not excluding the user
- We provide free access to entry level learning such as getting online, family history so everyone can participate.

We aim to stop charging overdue fines completely in the next five years. We see it as an outdated method of generating income and are working to raise the income in other ways.

We keep clear distinctions between what is there to make money and what is there to cover costs and encourage access. As a social enterprise, our commercial incentive is matched by our social impact incentive. All of our profits go directly back into Explore to improve services. All of the money stays in York, benefiting local businesses and people.

**Commercial Offer**

[Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

[Redacted]

**Question 8: What would your approach be to bringing in other funding into the Service such as grants, donations and bequests?**

Word limit: 400 Weighting: 1%

**Approach**

V [REDACTED]  
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Question 9: **How will you ensure best value is obtained to spending the stock fund?**

Word limit: 400 Weighting: 1%

**Consortia approach** - we are a member of a trans-regional stock consortium (Yorkshire and Humber and the North West), which seeks to combine the budgets of all 36 participating library services to levy maximum discounts from all suppliers. Membership also gives access to improved discounts from online providers.

**Robust stock policy management** – we ensure that the most appropriate numbers and types of stock are held at the most appropriate locations. Please also refer to Appendix 3, which explains our Stock Policy. This is updated annually.

**Analysis and usage of stock performance data** – we run regular monthly reports, analysing stock usage, to ensure that stock use is being optimised in all locations. The annual report of stock performance feeds into the specification that we provide to our suppliers and also influences the amount we allocate to each particular type of stock from children's board books, through to eBooks and large print materials.

We can evidence that our stock selection is successful because our stock turn is 5 issues per book, per annum, which is upper quartile performance.

**Customer comments and requests** – comments from customers feed into our supplier selection process. Where we register an increase in requests for a particular type of book and view this as an emerging trend, we reflect that in our ongoing procurement strategy.

**Efficient Acquisitions Processes** - We implement automated processes such as full EDI, direct delivery, supplier selection and automatic retrieval of full catalogue records, in order to focus resources upon the books, rather than the processes.

**Donations** – We encourage book donations from the public. We inform customers of appropriate titles and types of stock, with the aim of influencing their book purchases and donation choices. Unwanted donations go into our book sales which raise funds to buy more books.

**Stock rotation** – we band appropriately sized libraries together and rotate stock around libraries in that band after a period of so many (average 6) months. Customers can also request any book from any library, for a small charge if it is to be delivered to their local library, or free of charge if they intend to go and collect. Our reservations system enables good, strong movement of stock between libraries – we have very high reservation figures (1450 stock reservations per week).

**Inter-library loans** – despite being a relatively small library services organisation, we supply more inter-library loans to other services than we borrow, making us a net lender, providing a small but important income stream. This also indicates that our stock selection is of high quality



**Funding from project partners** – as new initiatives come on stream, we work with partners to leverage support for our book fund. For example, the initial collection of Books on Prescription was funded with support from Clinical Commissioning Groups (CCGs) and resources to support the delivery of the Reading Ahead project was funded via Tesco, where we partnered with their workforce.

We have been successful in adding the same number of books to stock every year for a number of years, despite book prices rising and our book fund remaining static. We have achieved this by applying the efficiency measures described above.

## 2: Transition

**Question 1: What is your vision for co-located libraries? Ensure you mention any experiences of running co-located community libraries, and what the vision and transition journey were, and how you will use this experience to ensure York's transition is a success.**

Word limit: 600 Weighting: 2%

Our vision is to build a sustainable network of Explore Gateways by working with local people, CYC and partners. We will offer all of the services of Explore through these local outlets, ensuring that everyone in York can easily access all our services. We recognise the differences of local communities and so each solution will be different, meeting local need and involving local people at the early stages in true co production. We are working with CYC Facilities Management and Design team from the beginning. They have a thorough knowledge of our buildings and they designed our Explore Centres.

Most importantly, we believe that this process offers us an exciting opportunity to reimagine services reflecting local need and aspiration, as we have achieved at New Earswick.

We have an established reputation as a strong partner who delivers excellent services on time and on budget.

### **The transition journey so far – building on experience**

Explore senior managers all have experience of delivering co located libraries in other places as well as York. We have a strong team with the right expertise.

[Redacted content]

[Redacted text block containing multiple paragraphs and bulleted lists]

[Redacted content]

- [Redacted content]
- [Redacted content]
- [Redacted content]
- [Redacted content]

[Redacted content]

Question 2: **What success criteria will you use to judge the success of co-location? How will you report on progress and success to CYC?**

Word limit: 400 Weighting: 1%

### **Success Criteria**

For each co location project, we will work with CYC and partner organisations to agree clear performance measures developed on the basis of a Theory of Change. This will be jointly owned, monitored and reported upon.

Quantitative measures will include:

- Usage measures (e.g. footfall, public computer usage, stock turn, renewals)
- Programmes delivered
- Customer satisfaction measures by surveys/questionnaires
- Financial measures (e.g. income generated, expenditure reduction, performance against agreed budgets)
- Trends measured by age group and other demographics
- Feedback from Friends Groups.

Building on this, qualitative measures for specific outcomes in relation to e.g. community resilience or healthier, happier lives, will be developed jointly with communities and partners and monitored over time.

Over time we will monitor the extent to which the profile of local library users reflects the makeup of the respective community and ultimately understand whether we have been successful in increasing the number of people using our services or people perceiving themselves to have improved wellbeing as a result of participating in library activities etc.

The initial co production engagements will identify the most appropriate qualitative measures for different outcome areas, from co production, learning, healthy lives and community resilience to innovation, investment and prosperity.

### **Reporting**

Reporting is very important as libraries provoke strong emotional reactions. It is vital to identify all stakeholders and keep a regular, transparent flow of information going. Sometimes it can mean taking things a bit slower, but good planning means this is possible within the overall plan.

We learned a great deal from New Earswick, where there was initially very strong objection to moving the library out of the school. We worked hard to get to the

wonderful solution we now have and local people are very supportive.

Explore knows York's communities very well – we know where the objections may come from and we are already working to bring people on board to possible change. People love their library buildings and we need to use that emotion to help find solutions. Our staff are a valuable tool here as they are trusted by their users and people listen to them. When we left the council there were many unknowns and worried people; through regular reporting and listening to concerns, library users were reassured that their services would still be there.

We will provide CYC with regular reports at agreed intervals. We will also form a Project Board to oversee all the Gateway projects run along Prince 2 lines. We will invite CYC to sit on this along with other partner organisations, Friends groups etc. The purpose of the group will be to provide transparent information and also to share learning. This will ensure that the values and principles embodied in CYC's broader strategy are 'pulled through' into our own work with local communities. This approach ensures that we will at all times be in step with CYC's stated objectives around prosperity for all, emphasis on frontline services and listening to residents.

We will update the CYC client officer at our monthly meetings and if appropriate, as reports to the Scrutiny Committee. Local ward councillors will be interested when it is "their" Gateway we are reimagining and so we will ensure that they are fully up to date with progress and alert them to any problems. Our experience shows us how important and how valuable it is to work with ward councillors.

Internally, the Explore Board will be kept up to date with one member working with the CEO on this project, championing the work.

Question 3: **Identify the top five risks with the co-location transition phase.**

**Explain your risk management approach.**

Word limit: 400 Weighting: 1%

**Failure to reach agreement between partner organisations** – this is a low risk area, if there is clear alignment of the respective parties' strategic and operational intentions and joint governance through:

- Terms of reference for the co location transition project expressed in a project initiation document (PID)
- Defined roles and responsibilities of project team
- Financial management
- Project objectives and outcomes clearly articulated and shared through Theory of Change models.

**Project drift** – all projects experience an element of drift in terms of time scales, costs, changing circumstances and key milestones. We will mitigate against this by developing detailed project plans with key milestones and establishing clear lines of communication, so that any factors affecting the project trajectory are quickly identified and targeted for action.

**Lobbying by special interest groups** – all projects will be based upon and driven by appropriate community engagement activity, and we would expect key issues or objections to be identified at this stage. People respond emotionally to library changes and we will anticipate this with a thorough knowledge of the local area. Our established knowledge of local issues will help us to mitigate this risk. We are already in discussions with potential campaigners and we will include them in the planning from the beginning. We will mitigate risk in this area through clear communication of intentions/ aspirations, using appropriate local media/ press channels and our existing channels for reaching local communities, newsletters, brochures, CYC briefings/ newsletters and relevant websites.

**Poor uptake in communities** – people will generally buy in to any initiatives that improve their quality of life and add value to their experience of using our services. We will ensure high levels of awareness through clear communication as set out above . During the planning stages, we will conduct appropriate research amongst local communities and use co production approaches, to ensure that we identify early on, any potential barriers to uptake of co located services. Our existing knowledge of the local area will help us to know where this might happen and we can use our existing networks to include people.

**Estate issues** – it is always possible that we will encounter issues that affect estate access, safety and general suitability for use as a co-location site. This could include for example, the presence of asbestos, failing timbers etc. We will mitigate against such issues by continuing to work closely with the CYC Facilities

Management team and developing detailed plans that anticipate and address such risks.

		LIKELIHOOD				
		1	2	3	4	5
		Low	Medium Low	Medium	Medium High	High
		< 5%	6% - 20%	21% - 50%	51% - 80%	> 80%
IMPACT	5 Catastrophic	5	10	15	20	25
	4 Significant	4	8	12	16	20
	3 Moderate	3	6	9	12	15
	2 Minor	2	4	6	8	10
	1 Limited	1	2	3	4	5

**Explore York Risk Model**

We have a formal risk management policy in place which addresses the above areas and also provides guidance on incident management and reporting. We keep a risk register which is monitored by the Senior Management Team and the Explore Board. Our experience enables us to understand where co-location projects might present risk. Our Board members have a great deal of experience in private industry including insurance and they are well versed in managing risk. We will grade risk using the model illustrated below, which is commonly used in the wider public service landscape, and provides a sound basis for measuring and prioritising risk.



**Question 4: Identify the key stakeholders in this phase. What is your stakeholder management approach and what is your intended communication plan? How will you resolve conflicts between parties?**

Word limit: 500 Weighting: 2%

### **Organisations and individuals**

Stakeholders for the co-location strategy can be broken down into the following groups:

- Elected representatives and officers (e.g. City of York Council; Ward Councillors; Parish Councils/ Town Council (Haxby))
- Local learning providers (York Learning, WEA, Centre for Lifelong Learning, York College, YSJ, University of York etc.)
- Users (e.g. Friends Groups, housebound users, children and young people)
- Non users who live, work or study in York
- Other relevant public service providers (e.g. GPs, CCG; schools)
- Third sector groups and organisations (e.g. faith groups; community centres; York Museum Trust; Advice agencies e.g. CAB, Age UK).

### **Stakeholder management approach**

We understand the importance of building good relationships with our stakeholders and we put a lot of time into building trust for a consistent, productive outcome. Open and honest communication must be in place from the very beginning with a willingness to listen and change or adapt if needed. We have many examples of how successful we are in making these relationships work for all concerned, the most significant of these being our strong relationship with CYC itself, where we have forged powerful and productive relationships with ICT, York Learning, Customer Services, Facilities Management, and amongst senior management and our long-standing relationship with JRHT/F.

Key components of our stakeholder management approach are:

- An upfront investment in identifying and understanding our stakeholders, their influences and interests
- Clear outcomes that are agreed by all parties and common understanding of what success looks like
- Good planning - timelines that detail key milestones and accountabilities that are agreed by all parties and regularly monitored
- Teams set up with regular meetings at times that suit all stakeholders and are located so as not to cause unnecessary travel and consequent distraction from core tasks
- Clear and open communication
- Problem solving processes that identify and resolve problems as they arise
- Willingness to compromise

- Change process in place for any changes needed.

### **Stakeholder communication plan**

For all co-location projects, there will be a structured communication plan, which will ensure that everyone is up to date and there is a shared understanding and ownership of key project deliverables. It will also ensure effective engagement with local communities and key stakeholders. The plan will include:

- clear targeting of audiences to determine the identities, responsibilities, expectations and decision rights of key stakeholders and align information and communication needs
- defining communication topics to ensure consistency of communication
- a communications calendar that enables structured, regular dialogue with key stakeholders
- providing accurate and timely messages, information and reports and an embedded process of continuous improvement.

### **Key communication channels**

<b>Presentations</b>	Face to face sessions coordinated and presented by Explore staff at the beginning and then at key milestones
<b>Discussions</b>	Focus group discussions at key milestones
<b>E-Mail</b>	Concise awareness messages provided to serve as quick reminders
<b>Newsletter</b>	A periodic newsletter can be distributed on a regular basis to address a wide range of issues and topics for stakeholders.
<b>Display in all libraries</b>	An area of the Gateway that focuses on the latest information with the full background and how to get involved. Plans on view for the relevant Gateway and general information for all other libraries
<b>Website</b>	The Explore website will have a section dedicated to this work

**Question 5: In delivering the vision, what services will you provide at each type of library facility? Are you looking to develop any new services or delivery methods? What types of innovation do you propose?**

Word limit: 500 Weighting: 2%

The pen portraits in the CYC Assessment of Need will be used to plan for tailored provision to meets the needs of local communities at each Gateway. Each locality is likely to require a different approach and mix of services.

**Current service provision overview**

		York Explore	Explore Centres	Gateway Libraries	Reading Cafes	Explore Neighbourhoods
<b>Stock</b>	Books for a general readership	✓	✓	✓	✓	Services at Neighbourhoods entirely determined by local need
	Books to support further study	✓	✓			
	Books on prescription	✓	✓	✓		
	Reference collections	✓				
	Newspapers and magazines	✓			✓	
	Lending microbits or devices	✓	✓			
	Reservation pickup including toys	✓	✓	✓	✓	
<b>Activities</b>	Adult Events programme	✓	✓	✓	✓	
	Children's Events programme	✓	✓	✓	✓	
	School class visits	✓	✓	✓		
	Summer Reading Challenge	✓	✓	✓		
	Reading Group(s)	✓	✓	✓		
	Craft Groups	✓	✓	✓		
	Boocia	✓	✓			
	Digital skills sessions	✓	✓	✓		
	Volunteering opportunities	✓	✓	✓	✓	
<b>Archives &amp; Local History</b>	Civic and Community Archives	✓				
	Archives engagement activities	✓	✓	✓	✓	
<b>Digital</b>	Makerspace	✓	✓			
	Fixed Computers &/or tablets	✓	✓			
	Wifi	✓	✓	✓	✓	
	Printing	✓	✓	✓		
	Scanning and copying	✓	✓			
	Catalogue PC	✓	✓			
	Display screens	✓	✓			
<b>Learning &amp; Information</b>	York Learning classes	✓	✓			
	Study Space	✓	✓	✓		
	Enquiry service	✓	✓	✓		
	Community information	✓	✓	✓	✓	
	Drop-ins & surgeries	✓	✓	✓		
	Partner displays & consultations	✓	✓	✓		
<b>Staff</b>	Paid Library Staff	✓	✓	✓	✓	
<b>Commercial</b>	Cafe	✓	✓		✓	
	Room Hire	✓	✓			
	Shop	✓	✓			

### **New services**

We have been developing a new element of provision called **Explore Neighbourhoods**. This is in response to locally expressed need. A JRF survey into loneliness in York showed a real desire for more libraries and Lidgett Grove community asked for one in their new centre. It is a well-established fact that libraries bring people together and lessen loneliness. So, where a community requires additional provision, spaces with books and activities will be created inside a community space and linked to the nearest Explore Centre. These locations will be run by volunteers – they are not “libraries” but are a response to a need expressed by local people and will be a part of our overall Explore network. They will allow us to further meet our objectives and provide a strong link to more local people. Staff will visit at set times every week to:

- Answer enquiries and join people
- Provide learning activities
- Provide insights and access to digital technology.

We have piloted this approach with the Lidgett Grove community centre. This is a very scalable model that can be applied across many locations, subject to availability of community space, volunteer staff and careful mapping of Explore resources. Additional funding will be sought to develop and grow such initiatives as part of our forward plan.

### **Automated access**

We are investigating how automated access technologies might offer an additional delivery method to bring our vision to life. We believe it may prove useful in extending service provision and allow local communities to use libraries and co location premises for other purposes outside of normal hours. We don't believe it would ever work as a replacement of a library as there are significant accessibility issues to be worked through. For instance, children can't use them on their own, users are specially issued with a card and so we would need criteria to judge who would have access.

If found to be feasible, we will conduct appropriate consultation and risk assessments, working with technology partners, CYC and local police authorities and will manage this development with care to address issues around inclusivity and risk.

### **Innovation**

As stated earlier in the questions, we are proud of our innovative approach to

everything we do. We horizon scan on a regular basis, seeking inspiration from other sectors such as retail, other mutuals, anywhere where people are testing out new services and processes. For instance, we are signed up to Trendwatching – which is a website that looks at future consumer behaviour and how organisations can learn from each other. We love challenging our thinking and assumptions.

Our key areas of innovation are around:

- **Technology:** We will be alert to any new opportunities from the application of existing and emerging technologies such as 3D Printing, Machine Learning, Artificial Intelligence, use of digital media
- **Services:** We will continue to explore how we can improve and renew our services - providing York's people with the latest and the best. e.g. through the continued development of our co location strategy, Explore Neighbourhoods (see above)
- **Engagement:** We will continually invest in understanding the psychological and interpersonal factors that can help refine the techniques and tools used to stimulate involvement and learning.

### 3: Audience Development

**Question 1: What is your marketing & communications strategy? How will you advertise the services to reach the audiences required?**

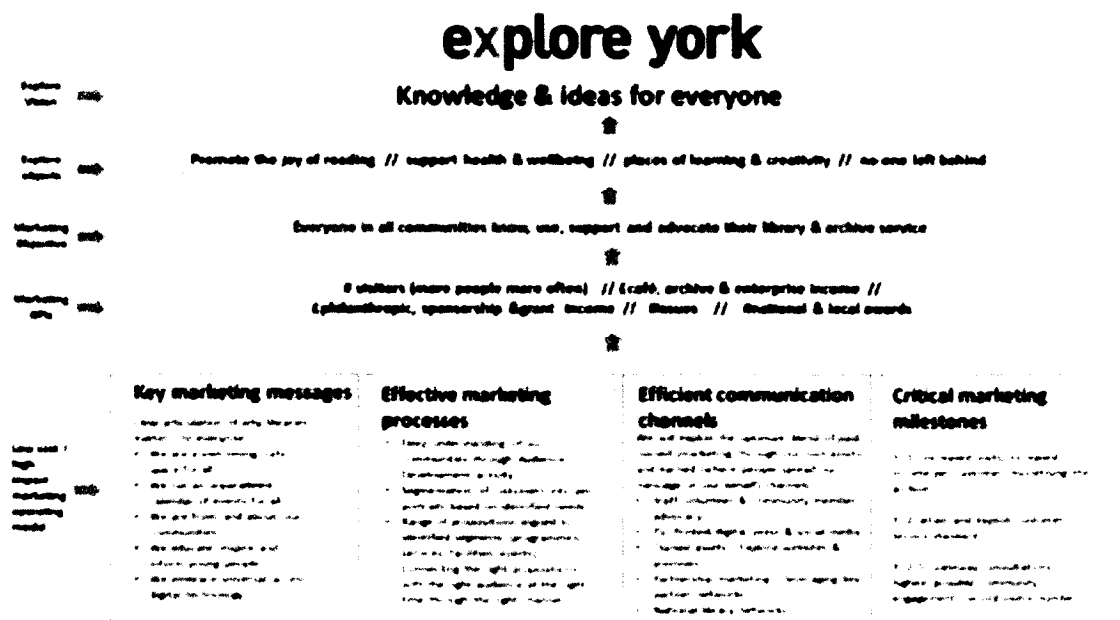
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The Explore marketing and communications strategy is articulated below. We believe it is critical that the marketing strategy supports delivery of the overall organisational objectives.

We have already developed a deep understanding of our communities through advanced audience development work and have segmented users and non-users into pen portraits based on identified needs and preferences and this forms the basis of our marketing activity. The role of Explore marketing communications is twofold: firstly to ensure that residents know what is available to them and secondly, how it can be accessed.

Marketing communications can become expensive – but we will exploit low/zero cost communications channels to maximise reach into our communities. We will use paid media where it makes commercial sense to do so, but we will focus on owned channels (Explore’s own assets e.g. exploreyork.org.uk, physical locations, staff and volunteer advocacy) and earned channels (e.g. press coverage, positive reviews) in order to control costs.

Explore York is also a member of the Googles Ad Grants programme, which means we are able to access free Google advertising as a not-for-profit organisation.



### Explore York Marketing and Communications Strategy

(A larger version of this table is provided at Explore York Appendix 4)

The marketing and communication strategy is an essential tool in developing our audiences. The over-arching ambition at the heart of our strategy for 2019-2039 is to create a lasting and sustainable business model that uses available funding efficiently and effectively, generates income from a growing array of sources and that is integrated with the CYC, arts, culture, health and education stakeholder organisations in order to promote increased, and more diverse, usage across the core offers. This ambition will feed into a detailed Audience Development Plan and associated marketing and communication strategy, which are explicit requirements of the Specification Document.

Explore is a well-known brand in York with a growing national profile, having received significant coverage of our work via pieces in The Guardian and Yorkshire Life and most recently in a Swedish national paper. Our strategic ambition is to be seen as a long-term mutual provider of library and archive services to the wider York community, which adds value to communities, enriches the lives of residents and takes its customers on a journey of learning, creativity and discovery, from childhood through to old age. We also aim to be seen as a national and international exemplar organisation, whose practices and initiatives will set new standards for service provision amongst our peers.

We have extensive knowledge of our audience across all age groups and demographics. We constantly monitor trends in library and archive utilisation and we will work with our Board, CYC stakeholders and partner organisations to develop a marketing plan that is appropriately wide-ranging but sufficiently focused to deliver targeted impacts across a range of projects and activities.

### **Advertising the services**

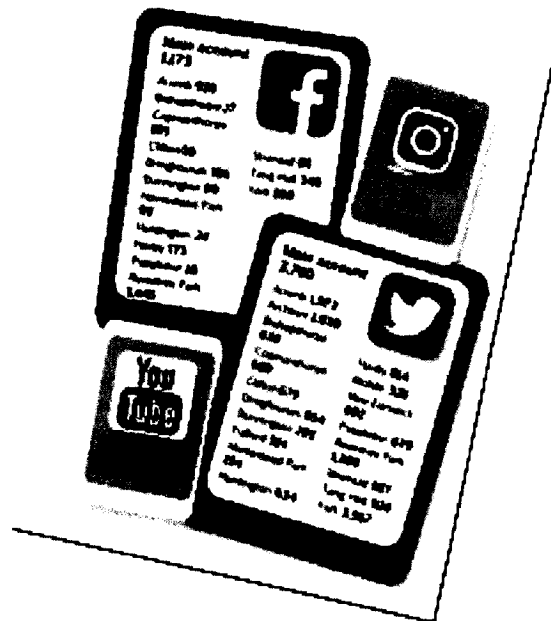
Our messages as we enter this next phase of our evolution, will become increasingly honed and shaped to reflect the complex needs of a diverse and vibrant community. Key messages will include:

- We are here for you when you need us
- We care about our communities and we will go beyond the call to ensure that they receive the best services, close to home and in environments that are welcoming and inspirational
- We will help to educate and inspire young people so that they have an appetite for learning and an awareness of the many cultural and historical aspects of York as a City
- We will embrace digital technology in ways that enhance peoples' experience and enjoyment of our services, but we will always remember that our central ethos is built upon the printed word and the many physical artefacts that are contained within our internationally renowned Archive

- The services that you need are in the safest, most experienced and qualified hands
- Our relationship with you has been built up over decades – there is a familiarity, trust and respect that cannot be achieved through simple, transactional relationships. We are the Explore York family.

All staff have a role to play in our marketing and communications strategy; each job description and personal development plan will make clear what we expect from individuals as we take our new messages and our vision for the future of Explore to all corners of the City and its surrounding areas. Many tools are at our disposal as we implement the strategy, including:

- Press/Media
- Social Media
  - Facebook – 5,706 followers
  - Instagram – 1,100 followers
  - Twitter – 21,273 followers
- Internet/Websites
- Peer Group channels
- Cultural organisation network in York
- National library networks
- Explore York internal communications using posters, noticeboards, personal contact.





**Question 2: How will you involve residents and users in the development of the Service so they feel empowered and consulted about their library services?**

Word limit: 500 Weighting: 2%

As we prepared to take on mutual status, one of our key objectives was to give staff and local people a meaningful stake in their library and archive services. We wanted them to be involved in the development and delivery of services. This was one of the considerations when we chose our legal form – the community benefit organisation.

Explore is one third owned by staff and two thirds by our Community Members. Membership is open to everyone over 16. We have over 600 Community Members who all hold one vote for AGM decisions and they can stand for election as Board members (two Community Members sit on the Board). Our Board are all York people with a real stake in the city representing communities and businesses.

Advisory groups report directly into the Board and work with the SMT on special topics such as archives, reading etc. This allows us to recruit stakeholders, partners and local people to help us to develop and deliver services in one area. It has allowed us to gain valuable skills and knowledge that we would otherwise not have easy access to. There is an advisory group for children and young people that gives them a direct line to the Board – as they cannot be Community Members we feel it is vital that we have such a group to make sure their voices are heard at the heart of the organisation.

Friends Groups allow local people to actively help their local library to raise funds and deliver programmes. We regularly consult the Friends and Community Members on a range of issues. We also hold quarterly workshops for Community Members, and separately for children and young people, to feed into strategy and the annual service plan.

In addition, we will continue to work with all age groups to design new libraries and services, ensuring that we reach residents and users from all walks of life:

- We keep a database of feedback to inform planning and to ensure we are tackling any recurring issues
- We consult on improvements to service provision on an ongoing basis with the hundreds of library and archive volunteers
- We work very closely with all protected characteristics groups to ensure that provision meets everyone's needs, especially in planning new or refurbished libraries (e.g. Blind and Partially Sighted Society for the signage at York, LGBT Forum help to ensure our bookstock is representative)
- Benchmarkable feedback from the National Public Library User Survey which

we will conduct every three years

- We will set up groups of users to choose books in stock purchase groups
- Programme evaluation SRC, BCR reports to continually improve the offer
- PSQG, a national survey of archive users that helps benchmarking and identifying service improvements.

Building on such strong performance in involving and empowering residents and users, we are proposing to launch a new project soon after contract award, to provide further momentum and focus in critical areas. The working title is 'Explore Community' and the ethos is to target those of our Community Members with specialist skills and experience, to build dialogues that will prioritise key areas for growth, revenue generation and cost savings.

We will ensure that where local people possess specialist skills, acumen and commercial insight, we draw upon these to inform our policy making. In all communities, there are untapped resources that are valuable to us.

#### 4: Advice and information

**Question 1: What is your advice and information offer? How will you make best use of National Resource platforms?**

**How will you help service users find the information they need in a timely and effective manner?**

Word limit: 700 Weighting: 3%

Explore staff are highly trained to deliver an excellent information offer. All staff are trained to interpret, analyse and communicate information. Working with York Learning, we are training all staff to IAG Level 2 standard, with key staff at Explore Centres trained to IAG levels 3 and 4. Libraries are impartial and provide information on all sides, so people can access whatever they need easily and if necessary, anonymously.

Our information offer encompasses a range of formats. It remains of crucial importance to provide all information in simple, widely accessible formats. Part of our work involves reviewing sources to ensure that they are up to date, reflecting current best practice and legislation, and relevant to the people in our local communities.

- General community interest at each library (e.g. local activities, job vacancies and events)
- Courses and events organised, hosted, or coordinated by Explore
- Other local learning opportunities
- City wide, regional and national activities and events
- Travel information
- Information relating to the services available from CYC and national government e.g NHS, DWP, HMRC
- Health and consumer information.

Our staff have an important role in curating the information that is available in our libraries and we have a community information policy that explains what we provide and what we don't such as offensive material, campaigning or fundraising material.

From the PLUS user survey in 2016, we learned that:

- 28% of visitors were visiting to 'find something out'. Additionally important is that more people benefit from information while they're here, even when it is not the core purpose of their visit e.g. "If I had not called in today I would not have known about the consultation on the development of the former Low Field School Site. Thank you too!" (verbatim comment from the PLUS

survey, at Acomb)

- 95% of those who came in wanting to find something out, said they were wholly or partially successful.

### **Making best use of National Resource platforms**

A particular focus in our information offer rests on working with CYC in enabling residents to access and use the information required to use public services or take decisions at key stages in people's lives (e.g. adult social care or mental health, Universal Credit, tax and pensions, banking and government information and services, jobs and careers search).

A number of national resource platforms bring together information from across a range of government and council websites and are a pathway into the respective service. We promote national platforms on our website and in our libraries, and our staff are trained to use them in enquiry work. Key examples include:

- **Information4living** - a national resource website that we upload to regularly
- **Live Well York** – we are one of the key supporters of this local resource platform, that brings together local information on a range of subjects
- **YorOK** – another local platform aimed at families which we support and guide people to.

Seeing that such information is often needed at traumatic times in life (e.g. having to navigate adult social care for the first time when parents are getting older and infirm) we also support residents providing expert help in situations where accessing the right information is particularly difficult. Trained library staff make a significant difference to people's ability to make the right choices for themselves or loved ones. The trusted relationship that Explore staff have with local people allows for conversations that address these sorts of issue.

We do not wait for people to ask for information but invite them to access information through participatory formats such as the job search workshops we run in partnership with York Learning Services.

### **Finding information in a timely and effective manner**

It is vital that we support people if they need help finding information. Our staff are trained to be responsive and accurate.

Direct enquiries are received and managed in a variety of ways (e-mail; post; in person; telephone; social media) and researched and responded to speedily.

Where we need to signpost to another organisation, we tailor our support to individual needs, if necessary making contact on behalf of users ensuring that any further steps needed are also supported. As information professionals, we comply fully with Data Protection and GDPR legislation, as appropriate.

We provide lists of websites that can be trusted to help people navigate the web. This is especially important in health information as it is easy to terrify yourself searching for a condition or illness. Google's algorithms decide what responses people get in their searches online and that is often decided by who is paying the most. So the responses need to be reviewed for accuracy etc. Librarians will be even more important in navigating through the maze of information out there.

There are some people who can't or won't use the internet and so we offer assisted digital services where we sit with the user to help them find the right information or complete a form. As more and more government services are accessible online and many companies only accept online job applications, it is so important that everyone can use these services. We work with CYC's Customer Services team to support people through things such as Universal Credit. Our staff are trained to assist and to help people do it themselves next time if that is appropriate.

Libraries mean that everyone has the same access to information that they need to lead informed, independent lives.

**Question 2: How will you develop your information offer, assess its effectiveness locally and make improvements?**

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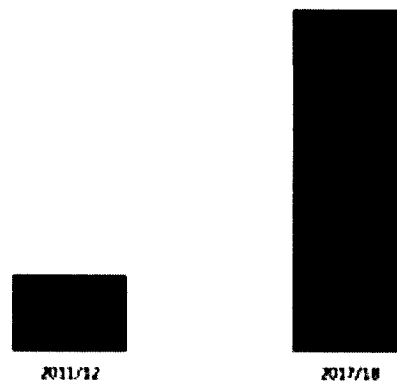


## 5: Volunteering and inclusion

Question 1: **Volunteering – What will your approach be to recruiting, training, and managing volunteers to maximise community involvement? How will you match volunteering opportunities to the skillset and passions of those coming forward?**

Word limit: 400 Weighting: 1%

Since leaving the council in 2014, our volunteer hours have grown exponentially. We are pursuing Investing in Volunteers accreditation and would expect to achieve this within the first year of the new contract.



### **Volunteer Hours before mutualisation and Year 4 of current contract**

**(Explore York Data Source)**

The following graph illustrates growth of volunteer hours from before mutualisation (2011/12) to year 4 of the current contract (2017/18).

We have a number of volunteer roles such as shelver, storytimes, archive cataloguing with defined skills and knowledge so people can apply for the one that best suits their own skills and knowledge.

We constantly review and increase the roles based on a clear understanding of the differences between them and paid members of staff. We are clear that it is never our intention to replace paid staff with volunteers, but to complement and build capacity in certain areas.

Each volunteer receives training and induction at the library where they have chosen to volunteer. Staff offer support when needed and there is a strong level of support between volunteers and paid staff. Acomb Explore has a very strong volunteer contingent from gardening to cafe to shelving and book donations, they help at every stage of our processes.

We encourage participation from the widest range of candidates. A survey of volunteers in 2017 found that 80% of respondents volunteered because they loved the library and archive service and wanted to give something back; 50% of respondents said that they wanted to feel part of the local community.

Commitment can vary, from supporting a local library for an hour here and there, to an intensive project, cataloguing Archive records. When volunteers approach us to sign on, we seek to match an individual's general skills set, experience and preferred areas of work, with what we believe will deliver the optimal mutual outcome for the volunteer and for Explore.

We support equality of opportunity and work with partners to encourage inclusivity in our volunteering. We believe that people volunteering for Explore should reflect the wider population and demographic of York and we work to find solutions for how we can safely employ young people, experienced students and people with identified personal needs.

We have a formal partnership with Askham Grange women's open prison to provide volunteering opportunities for residents, to develop skills and confidence in work, supporting wellbeing and their ability to position them for re-entry to the community.

We also work with Blueberry Academy and have a burgeoning relationship with United Response to offer bespoke volunteering opportunities for people with severe learning and physical disabilities.

We have many examples of where people have gone from volunteering to employment with us or other companies. We provide that stepping stone for people a little way of getting back into work or just building their confidence

We aim to help people develop as volunteers and potentially, join a Friends Group. Ultimately, volunteering leads some individuals to join the Explore Board or take a seat on an Advisory Group.

**Question 2: How will you be an active partner in promoting and delivering the city's voluntary strategy 'People helping people'?**

Word limit: 400 Weighting: 1%

Explore is fully supportive of CYC's voluntary strategy, whose core principles are very much aligned with our volunteering model.

By volunteering for Explore, individuals build skills, find passions and develop the confidence to thrive within their local communities, developing and utilising the skills and experiences nurtured beyond the walls of Explore. Evidence suggests that a satisfying volunteering opportunity stimulates people to identify, and engage in, wider voluntary opportunities in their communities as well as advocating to others the power of volunteering. We therefore see our role as ultimately enabling co-production and building community resilience through developing skills that increase self-sufficiency.

We use a community activism approach, which we believe we can help initiate and grow. Explore is, for instance, partnering with CYC on the development of Community Health Champions – public health advocates trained within local communities to support other members of their communities with their health needs and reducing the need for service intervention.

Internally Explore also deploys this approach, for instance in the development and delivery of Friends Groups. Attached to each Gateway library, these typically see previously committed volunteers become advocates for the libraries in their local communities, raising funds and promoting the library within that community.

Explore actively promotes the priorities that are at the heart of the People Helping People strategy as illustrated in the following examples:

### **Health and Wellbeing**

Our relationship with the residents of Askham Grange prison sees us working with people previously excluded from society – enabling them to build their confidence, feel part of a wider community, enhance their sense of belonging and developing skills to improve their employability.

### **Loneliness and Social isolation**

By providing a wide range of volunteering opportunities, we enable people to feel more included in their communities, supporting community cohesion and resilience.

**Supporting children and young people to reach their potential**

We work closely with the Universities of York and York St John's University to promote our volunteering opportunities through their internal, student networks.

*We could not have managed our new module (Educational Theory and Practice) without the support of York Explore..... The placement has been of huge benefit to our students. they identified a range of skills gained during the placement, including time management, resilience, educational planning, communication, teamwork, creativity and confidence in speaking to children. I am confident this will have a positive impact on their future employability in education.'*

**York St. John University**

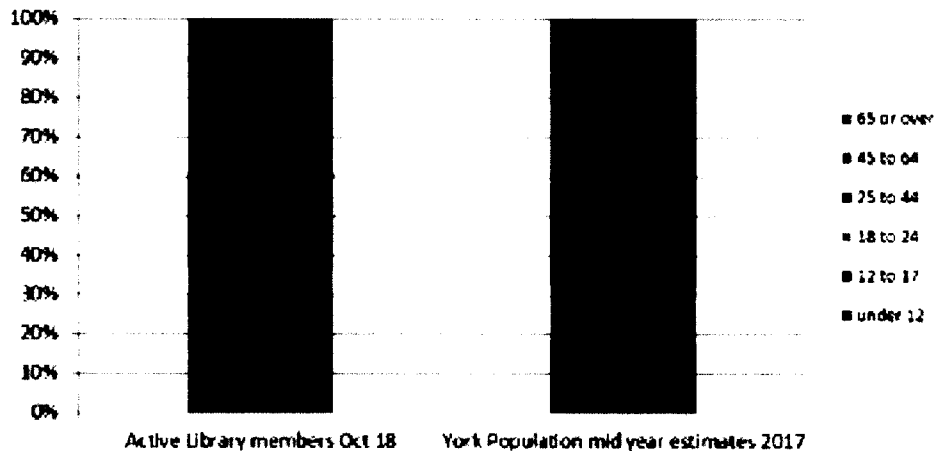
**Question 3: How will you ensure inclusion in the delivery of library and archive services?**

Word limit: 400 Weighting: 1%

Our Customer First standards have been developed to embrace inclusion in everything we do. Our buildings are all DDA compliant with four having changing places facilities, which opens our services and programmes to everyone.

With almost everyone living within two miles of a static library, York is well served with libraries. However, that can mask how easy/difficult it is to get to each library. Our mobile reaches rural parts of York and also visits some schools and older people's homes and housebound people are visited in their homes with volunteers taking them books. Wherever people are, we find a way to reach them.

Our statistics show that our users are broadly representative of York's population, covering all age groups, as illustrated in the following chart.



**Library Users – Age Profiles**

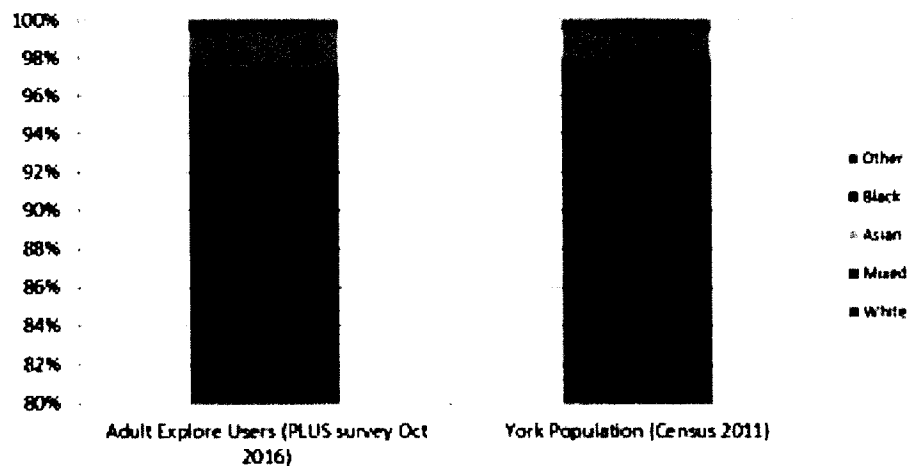
(Source Explore York Data Source)

We wrote the pen portraits of each library to provide a robust understanding of the communities each library serves. We also wrote the Assessment of Need that considers local need. So we have an excellent understanding of York's communities. Local staff provide vital information on different elements of their communities and help us to angle provision in different directions, e.g large student populations exist in Tang Hall and the City centre.

We constantly reassess our service provision working with partners (such as JRHT/F and Blueberry Academy) who work with different groups to analyse who we are reaching and most importantly who we aren't. This is part of our annual service planning cycle.

York has low levels of BAME groups in comparison with other places, but there is a

growing number that we will include in our future service provision, as evidenced in the following chart.

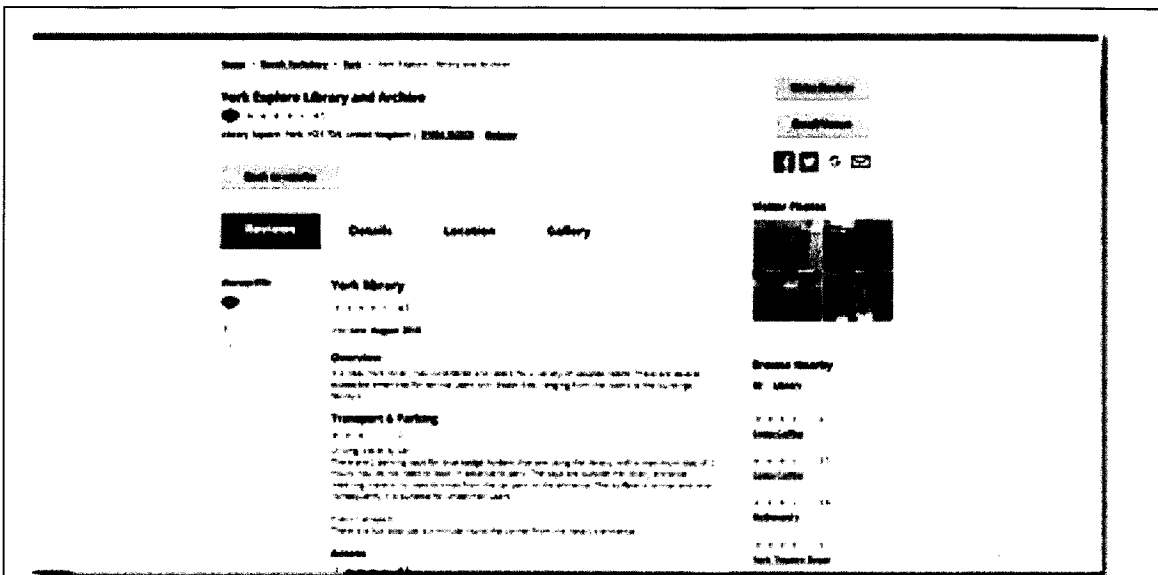


**Ethnic Group – Aggregated**

**(Adult User Survey – October 2016)**

We will continue to work with protected characteristic groups, including:

- **LGBT+ –** we work with the LGBT Forum to ensure our book stock has a good number of relevant books, we support the LGBT History Month and take part in York Pride every year
- **York Blind and Partially Sighted Society –** advises us on signage for our libraries
- **People with disabilities –** the following image is taken from Euan’s Guide which is an information resource for people with physical disabilities, written by disabled people. We consistently get good unsolicited reviews from people with disabilities

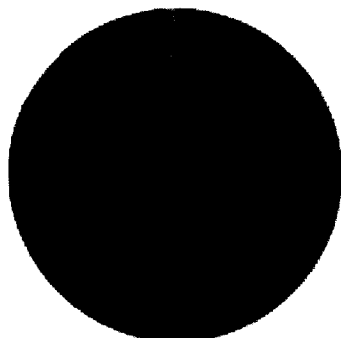


### Euan's List Extract

- Faith groups
- Gender – for example, encouraging girls to engage with Science, Technology, Engineering and Mathematics (STEM) initiatives
- Low income families and individuals
- People who are less mobile or engaged because of age
- People with mental health challenges.

The gender profile of Explore's users is 62% female, 38% male, which is a common disparity seen in public libraries across the UK. Whilst the obvious assumption may be that our services appeal more to women or are marketed more towards women, this is something we are mindful to avoid, and it is valid to note the common factor of 'economic activity'. We know from our PLUS survey that considerably more than half (58%) of our adult visitors are not employed (retired, looking after the home or family, unemployed, students, long-term sick or disabled – see pie chart below), and we know from the 2011 census that in York, a higher proportion of women are economically inactive (41%) than males (32%).

The PLUS Survey (2016) showed usage of our libraries across several socio-economic categories as illustrated below.



- Employed or self-employed, full or part-time
- Retired (whether receiving a pension or not)
- Looking after the home or family
- Unemployed
- A student
- Long-term sick or disabled
- Other
- On a government sponsored training scheme

### **Socio-economic activity of Explore visitors**

**(PLUS Survey – October 2016)**

We can provide books in a range of relevant foreign languages, including for example, Mandarin and Arabic.

We work with York learning on English for Speakers of Other Languages (ESOL), in particular with Syrian families.

We aim recruitment in different ways to ensure that our staff matches the make up of York's population. We have gone some way to achieving this since 2014.



**Question 4: What's your vision for how you will use libraries to promote social inclusion in local communities?**

Word limit: 400 Weighting: 1%

Our Explore vision ensures that we put local people at the heart of everything we do by making libraries community hubs. We know that social inclusion develops through repeated human interaction and participation in shared activities and our provision is built around this.

We already have strong partnerships with a range of groups in York that work in this area, so for instance, Faith groups, disability groups, older people's assembly, YUMI. An ongoing discussion with them will ensure that our buildings, staff and services remain inclusive for everyone.

Creating welcoming accessible spaces where people feel at home. There are so few places now where everyone is equally welcome for free, where you can spend the whole day without having to explain yourself. Libraries are where local people come together and get to know each other. Local regular face to face interactions are the building blocks of public life and libraries offer these every day, from our programmes to just borrowing books.

Our bookstock will represent all shades of opinion as stated in our stock policy. We will work with different groups such as the LGBT Forum and York Blind and Visually Impaired Society to keep up to date.

Offering spaces for other organisations to showcase what they have to offer e.g AgeUK, CYC, Police, local issues like planning. As neutral spaces, people can anonymously access services such as talking to the Police about crime in their neighbourhood without being seen as "grassing".

Staging a range of programmes from storytime to coding clubs that bring people together and through enjoyment, relationships grow. This can be seen in our craft clubs where people come together to knit, crochet, sew etc – teaching each other and making friends.

Increasing we are living in echo chambers, our devices reflect back to us the same opinions that we already have. Algorithms perpetuate this. We will provide an antidote to this, challenging thought and presenting all the sides of an argument. We will host debates about the main issues of the day.

We will host regular Human Library events. This is where people can "borrow" other people for a discussion about their lives. So for instance there can be a muslim woman, a gay man, person who uses a wheelchair etc. It has been proven as a way for people to ask questions and understand someone else's experience of life. This promotes greater understanding and draws communities together.

Our staff are trained to be friendly and welcoming. They welcome everyone equally and are trained in disability and diversity awareness. For instance, they welcome autistic children, knowing that they need a different sort of experience. This gives parents reassurance and makes the library a true refuge for the whole family

We use our performance statistics and audience development reports to target people who aren't using us and stage events that may attract them. Once people are through the doors we can show them the world of possibilities that exist in a library.

*'As a member of the HM forces the community library is a useful element to integrate into the local population*

*'The library is a vital element in the life of the community and the only social interactive space for many elderly residents.'*

*'I have 2 children and 1 is autistic, it is very hard to find a place he feel accepted and he feels comfortable in this library and it gives my son what he needs.'*

*'Hub of the community, across the generations.'*

## 6: Learning and skills

Question 1: **How will you contribute to the city's learning offer and environment through provision, facilitation and/or partnership working?**

Word limit: 900 Weighting: 4%

“Learning and opportunities for all” is the heart of Explore’s vision. We believe passionately in the role that libraries play in lifelong learning. Colleges and universities have libraries for their students and similarly, public libraries are here for everyone. We deliver and support self directed, community, informal and formal learning.

Our CEO is the national lead for Libraries Connected Universal Learning Offer, developing the role of libraries and learning across the country. She also chairs the York Community Learning Partnership.

Learning can continue long after formal education is completed and Explore provides the encouragement, support and environment to make that happen for everyone. It is estimated that 70% of the learning which people undertake is informal and we are there to support however people want to learn.

The social element of adult learning is one of the key drivers for people to undertake learning and libraries offer a more rounded experience, with cafes offering space to meet up before or after classes. People who have difficulties in more formal learning settings such as schools, often find that libraries provide the right environment to support their learning.

Part of the value of libraries, archives and arts is that they enable unintended outcomes unlike much of more formal adult learning where particular outcomes need to be met. We can be more flexible in our approach to let learners set their own outcomes, or just begin the journey, not knowing where it will lead.

A key goal of our strategy is to support delivery of the York Skills Plan for 2017/20, with particular emphasis on the following areas:

- We work with the Jobcentre Plus and York Learning, supporting people into employment. We provide pcs and printers as well as help getting online for free. We signpost people needing more help to York Learning. We provide space for Job Fairs
- York City Archive is one of the most important in the country and our archivists work with the University of York and York St John University English and History departments as well as the Institute for the Public Understanding of the Past. We offer work experience for students covering experience in handling documents, cataloguing collections etc. Around 120 students a year take part in these sessions. Some of them stay on as

volunteers on Archive projects which enhances their studies

- Our work supporting children's literacy enables them to perform better at school. Children who are currently primary age at the time of this procurement, will reach the job market during the period of this contract and we will support them at every stage of their journey
- We support the National Curriculum with books and study spaces for children, developing information literacy skills
- We will employ local people, offering career progression to manager, librarian or archivist
- We will employ at least two apprentices each year
- We will provide a range of work placements and volunteer opportunities
  - to give school age children experience of work
  - for adults with learning disabilities to grow their confidence and skills
  - for Askham Grange residents, giving them experience and confidence to get back into work upon release
  - to attract students from universities across the world seeking placements or for research in the archive on particular subjects.

#### **Facilitation/provision/partnership**

York has a proud tradition of collaboration in learning. Explore is one of the founder members of the York Community Learning Partnership and now chairs it. We host the Annual Learner Awards and Inspirations Exhibition. We will build on existing work to design clear learner journeys that enable people to start in libraries and progress on to more formal learning. This supports the role of libraries as enablers, making it easy for people to progress.

We are an active partner across the City, with established working relationships with York Learning, Aspire-Igen, WEA, Centre for Lifelong Learning, York College, York St John University, University of York as well as every heritage and cultural organisation.

Our relationship with York College consists of

- Support with work experience opportunities for students or placements cataloguing or repackaging Archive collections
- Running training workshops for tutors in Humanities subjects at AS and A level (e.g. covering History, Law and Social Policy). As a result, the tutors all

know how they can use the Archives, which are now a resource they will continue to use regularly.

Explore is gaining an international reputation for innovation and excellence in engaging people of all ages with our Archive collections and we see many other opportunities emerging to partner with a Worldwide community of academics and institutions.

We plan our service provision in discussion with our partners to avoid duplication and to ensure that there is progression between learning opportunities. To enable everyone to take part, we offer entry level learning sessions for various subjects, free of charge where possible.

Our direct provision of learning programmes grows every year. It centres around archives and family history and digital skills, but is also a key element in both the Summer Reading Challenge and the Big City Read programmes. We work with WEA, York Learning and the Centre for Lifelong Learning designing learning courses using content from the archive collections. Our archivists will run York Learning courses in family history. Recognising the pace of change we will offer a range of courses that allow people to learn about new technology, progressing them onto more formal learning if needed.

Some examples of direct provision

#### **Digital Inclusion – all libraries are UK Online Centres**

- **Free one to one sessions** aimed at people who have no experience and are often apprehensive about technology to help them get online. We signpost them to other providers such as York Learning
- **Half-day sessions** on topics such as Windows 10, Ancestry, Find My Past
- **Digital learning aimed at older people**
- **Technology 'petting zoos'**, drop in sessions allowing people to test out a range of tablets, laptops etc. without pressure to buy.

#### **Archives**

- Courses on family and local history (alongside free access to Ancestry and Find My Past in the libraries)
- Work with WEA tutors and tutors from the Centre for Lifelong Learning at the University of York to develop 'white glove' courses using the archive collections that allow learners to handle original documents
- Delivery of the very popular Mint Yard Lectures, a series of talks on York's

history that regularly attract around 50 participants

- Development of educational packs on aspects of York's history (e.g WW1 and Suffragettes) in partnership with York Civic Trust story boxes for 5 – 8 year olds that are used for activities across the service (e.g. one about Dick Turpin).

Addressing both elements of learning to read (the technical ability and the joy of reading), we work with adult literacy learners through:

- Reading & creative writing groups
- Reading Ahead, a reading challenge for adults who have difficulties with reading
- Partnering with York Learning literacy classes we are developing further reading groups
- Enabling learners to access the archives – often for the first time - to discover stories.

**Question 2: What part will you play in signposting and promoting others' learning offers?**

Word limit: 500 Weighting: 2%

Contributing to an integrated learning offer in York makes an essential contribution to delivering our mission. Section 6.1 and 6.3 set out how our libraries contribute to the learning offer and environment in York. Signposting and promotion complement this to create a holistic offer.

The provision of information is central to the role of public libraries. Our staff are selected to be approachable and to engage with our users, taking questions and giving guidance on learning, jobs and self-development. Explore staff all have a good working knowledge of local providers through our ongoing partnerships. They guide people to the right sources to begin their journey. Knowing when to signpost is important so the customer receives the most relevant and accurate advice. We train all Explore staff to IAG Level 2 and staff in the Explore Centres are trained to Level 3 or 4.

We signpost and promote others' learning offer at three different levels.

1. At the heart of it is our role in leading the York Community Learning Partnership, providing administrative support and arranging meetings etc. York Explore hosts the Annual York Adult Learners Awards and the Annual Inspirations Exhibition, celebrating visual arts courses from all providers, which rotate around our larger libraries. These are evidence of the central role we play in promoting such activities.
2. A close working relationship with the Centre for Lifelong Learning, Workers Educational Association (WEA) and York Learning provides depth to our role. They regularly make use of our offer of free space in libraries for enrolment/information (which is open to all providers) and have a presence in Explore centres for registration and enquiries about their courses.

*'I have particularly valued Explore's support for WEA when reaching out to and accommodating adults in the community who experience social, economic and educational disadvantage. The learning opportunities we have provided at Explore for adults who experience stress, depression and other mental health difficulties have had a significant and positive impact on those adults' health and well being and feelings of self-worth. My WEA team rely heavily on Explore when marketing learning in the local community. Together we distribute thousands of WEA brochures to library users and our volunteers are provided with space to enrol students during the summer months' - Diane Quinney, WEA Area Education Manager York and North Yorkshire*

3. We distribute and promote information about a wide range of learning opportunities in York, including:

- A regular double page in Learning 4 All, York's adult learning brochure showcasing the learning we offer and how we support other's learning (available at all libraries and is one the most popular information sources)
- holding copies of every learning provider's individual brochures, throughout the year, at every library.

We work through the Community Learning Partnership with other learning providers to continually strengthen the diversity, quality and integration of the learning offer across York and ensure that the further development of the library facilities, including but not limited to the Explore Centres, will maximise the contribution to learning outcomes.



**Question 3: How will you create a conducive environment for learning which inspires and encourage learners in the Library facilities? How will you proactively support York Learning in its provision?**

Word limit: 900 Weighting: 4%

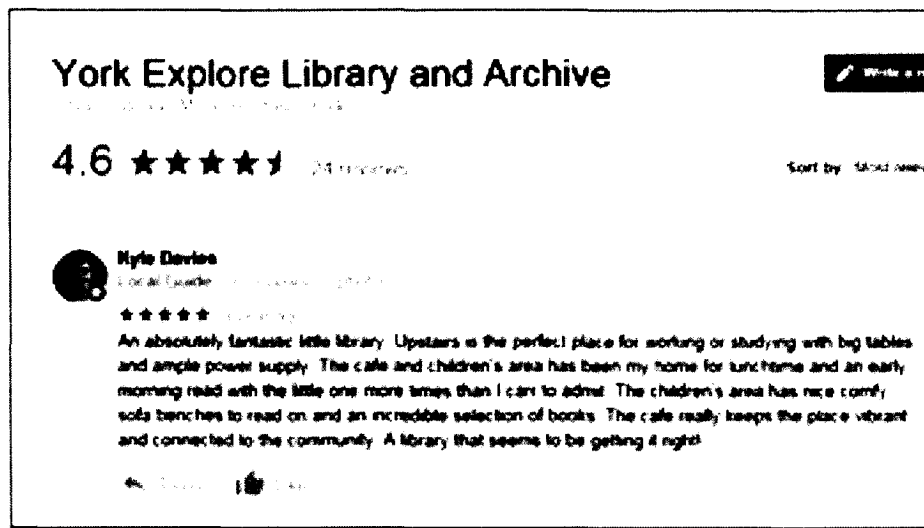
The Explore vision was designed around the provision of learning spaces, ensuring that we deliver high quality learning spaces that are accessible to everyone. We provide sockets for laptops, phones etc to enable people to stay for longer. All of our spaces are flexible and inclusive and they contain the latest digital technologies such as touch screens, digital projectors etc. Designed so that they can be transformed from one use to another, they support different learning styles, techniques and classes. At York, Acomb and Burnholme, we also have garden areas which are being used in a range of imaginative ways by all ages.

Our dedicated learning rooms have been designed and are continually reviewed in partnership with York Learning and other learning providers, so they are fit for purpose for a number of programmes, from Spanish to Pilates and calligraphy.

Inclusion is key in creating conducive environments. For instance, three of our Explore Centres have Changing Places facilities and these have proved invaluable in making learning accessible for all. It is a joy to see people with severe physical disability being able to attend a Spanish class on the same terms as everyone else, simply because we provide a toilet for them.

Making the most of libraries' function as key support centres for immigrants and refugees (e.g. English for Speakers of Other Languages (ESOL) provision, information and online services) that make them feel part of the community is another example of our commitment to inclusion.

All of our libraries offer quiet study spaces and, if learning rooms are not in use, we open them to anyone looking for study space. Our bookstock supports self directed learning and we buy some stock to support York Learning's courses.



### Opening hours

Centres are now open for longer than was previously the case, with evening and weekend opening and learning happening all the time. It has always been the rule that an Explore Centre is open all the time anything is happening in it. So learners don't have to walk through dark libraries on their way out. We want them to be bustling, exciting places. In the smaller Gateways, learning can happen at any time, even when the library is closed. Key Pads will give access to tutors or to self organised groups, maximising use of the estate.

### Virtual learning

We are gradually expanding our virtual learning offer as attitudes and technologies evolve. We have piloted the use of interactive screens in rooms at Acomb and York, with some tutors using SMART software, which allows learner participation through Wi-Fi. Using the learning from this, we are now installing interactive screens in all learning rooms.

Supported by a learning platform and ICT infrastructure, learners will be able to access material in the library, using fast broadband internet connections. There will be a range of electronic self-directed packages; opportunities to join open learning sessions supported by tutors and learning from home.

We support learning through MOOCs by providing internet access but also space for learners to come together. A downside of learning online is that learners don't get the social aspect that is so important. We offer that opportunity.

### Proactively supporting York Learning in its provision

We have been working with York Learning since 2005, developing and delivering the Explore vision of bringing learning and libraries together. This collaborative approach has and continues to transform the library and learning service in York.

We work to an agreed service level agreement with them. We meet regularly to review operational matters and quarterly to discuss more strategic things. They can tell us what learning will be happening in the next few years and we plan for it.

In addition, Explore provides:

- Management of the Learning Network in ICT suites, catering for a range of York Learning IT courses. The provision of ICT suites will work alongside the development of Explore Labs makerspaces – allowing both formal learning and more disruptive learning to take place
- Learning rooms to deliver courses – York Learning's classes will always find a welcoming home in Explore libraries as it is only by so doing that we can realise our vision
- Our staff act as reception staff for the first night of classes, showing learners which room to go to. We also take the opportunity to promote library membership at the first class of term, explaining how we support them through their learning
- We provide space free of charge in libraries to enroll learners at key times in the year. This has proved to be very popular as library users and adult learners are often the same people and the happenstance of visiting the library and being able to enrol is very valuable
- We host the Inspirations Exhibition every year at York Explore. This showcases York's visual arts classes work and is very popular with the standard being very high. In future years we want to take parts of the exhibition round other libraries, perhaps showing local work in their local library
- We will continue to support the big community arts projects e.g Santa's Socks by collecting socks in all our libraries. We host sessions to create the various pieces of art and often then host it at York Explore
- We provide admin support for tutors and learners (e.g. printing, photocopying)
- Our cafes are vital to cater for breaks and to encourage people to stay longer before and after their classes to get to know each other.

## 7: Cultural Offer

**Question 1: How will you contribute to the city's Cultural offer and environment through provision, facilitation and/or partnership working?**

Word limit: 500 Weighting: 2%

Explore is an established partner in the cultural life of the City. Our CEO is a member of the Cultural Leaders Group and sits on York@Large. Recognising that a strong cultural offer creates opportunities to celebrate diversity, she has been part of the team developing York's Cultural Strategy and works with a small group, planning how to ensure cultural wellbeing is delivered as part of the York Central Development.

We also work to the key aims of the Libraries Connected stretch Universal Offer for Culture

- To offer a quality and diverse cultural experience in public libraries through a clear, consistent, and accessible programme of cultural activities and events
- To collaborate with arts and culture organisations to reach local communities and groups of people who do not usually participate in the arts
- To ensure children, young people and their families are able to take part in a wide range of cultural experiences.

We provide a gateway to cultural enrichment for all, from childhood to old age, often providing children's first cultural experiences. Increasingly schools are stopping parts of their cultural provision under budget cuts and this gives libraries an excellent opportunity to increase our cultural provision. A good example of this is at Acomb Explore who stage an opera for children every year with English Touring Opera, which is hugely popular and allows us to generate an appetite for cultural activity from an early age.

York Explore gets involved in a large number of festivals that happen in the city centre. From BLOOM to Vikings to food etc. We are increasingly now using library lawn, which is the piece of land by the side of York Explore, to offer activities that are part of festival programmes.

Once the Rowntree Park Cafe is reopened after the refurbishment next year, we will be programming a range of cultural events and activities for the Park. We are excited at this opportunity and early thoughts are around theatre, concerts, fairs, festivals. We aim to bring the park to life. It is a well-loved space and used by all the people of York.

Our Explore Labs project, funded by the Arts Council, has been very successful in building partnerships with local artists and other cultural organisations. We work

regularly with a wide range and the synergy created brings more people to us. More and more people in the cultural life of York are realising the role that Explore can play in promoting their work and as a partner in projects.

We undertook an audience development project that produced reports for each library, showing who our audiences are and how to reach them. This is the first time we have done such a piece of work and it has enabled us to target people much more effectively. It also deepened our understanding of customer trends and requirements and has shown that Explore reaches a good cross section of people, some of whom other cultural organisations in York struggle to reach. This has led to improved partnerships with organisations such as the York Museums Trust, Theatre Royal and the Army Museum.

Armed with audience feedback, we will continue to develop our work with cultural organisations in the City, programming across the city, on projects including:

- Big City Read
- Summer Reading Challenge
- Rowntree Park events.

We have developed a strong relationship with the Arts Council locally and are increasingly successful in applying for grants to enhance our provision. This has included funding to add an element of theatre to the Summer Reading Challenge with Pilot Theatre.

Building on this strong track record we are preparing to apply for National Portfolio Organisation status when the Arts Council next opens applications. We are learning from the other NPOs in York and our strong relationship with our partners in Optimo (a partnership seeking to make maximum use of our collective assets and experiences as library Public Service Mutuals), who already have NPO status and are sharing the learning with us, will ensure a strong application.

**Question 2: What part will you play in signposting and promoting others' Cultural offers?**

Word limit: 500 Weighting: 2%

Our role in promoting the cultural offer across York is embedded at Board level. A key member of the Explore York Board is Robert Powell, who is a poet and active in York's cultural life.

Obviously, we provide a range of leaflets, posters etc that showcase what is happening in York. So all cultural and heritage organisations information is available. Our Yorkcard partners are also included in this.

At the Cultural Leaders Group, we plan cross city programming by alerting each other to our future plans. This has proved invaluable in creating partnerships that didn't happen before as it is easy to see where joint working might happen. For instance, the Theatre Royal wants to partner with us on our Wellcome Trust bid.

### **Hosting and partnering**

As we have indicated in our response to question 7.1, Explore York already plays a very active role in delivering and promoting a range of culturally diverse and enriching activities across the City, aimed at all age groups and covering the widest possible demographic.

- As host to the annual Inspirations exhibition celebrating visual arts courses from all providers (which rotates around our larger libraries) we are able to act as multipliers for the City's cultural agenda
- Our participation in many of the City's festivals (most recently and very successfully BLOOM) represents a two-way flow of effort and co-operation between ourselves and cultural organisations
- We provide access to the historic archives to develop courses for Centre for Lifelong Learning at the University of York, WEA and YSJ – this supports both our educational and cultural aspirations.

### **Promotion and sign-posting**

A number of promotion and sign-posting functions form a regular part of our service offer to ensure that everyone in York knows what cultural services and activities are open to them:

- Through her membership of the Cultural Leaders Group and York@Large, our CEO is able to quickly pick up on partner organisations' initiatives and map these onto our ongoing communications activity
- We promote a range of cultural activity across the region as part of our information service and focus on events in York

- We hold copies of relevant cultural organisations' brochures at every library.

Insights from the first data release from Sport England's Active Lives survey, Nov 2015 to May 2017 show that the York general figure for cultural engagement in the last 12 months (Attended an arts event or museum or gallery or spent time doing an arts activity) is 80%, compared to 70% across England. York's performance is the highest in Yorkshire & the Humber and we are proud of our contribution to this high figure, through our own events and through signposting people to other partners.

Explore recognises that there is more work to do in reaching the remaining 20%. York's own figures can't be broken down further in this survey but nationally, it suggests that take-up is lower among the following groups:

- Men aged 75+
- Asian and Black communities (but not all BME)
- People with a limiting disability
- Lower socio-economic groups.

We will continue to explore options for improving cultural engagement activity amongst these groups.

#### **Information and advice**

Finally, the provision of information about cultural initiatives and all other aspects of our work, is central to the role of our libraries. Our staff are selected to be approachable and engaging with our users, taking questions and giving guidance on the various cultural services on offer. Explore staff all have a good working knowledge of local cultural organisations and the initiatives we undertake in collaboration with them.

## 8: Health and Well-being

Question 1: **What is your health and well-being offer?**

Word limit: 500 Weighting: 2%

Our offer is guided by and contributes to the themes for health and wellbeing identified in York's Joint Health and Wellbeing Strategy 2017-2022. Key elements of our offer are:

### **Maximising the health benefits of reading**

Reading can deliver a sense of wellbeing, stress release and calm. We incorporate an understanding of such health and wellbeing benefits in our core reading offer:

- Our reading programmes improve literacy across all ages e.g. The Big City Read, Reading Ahead, Summer Reading Challenge and the Bookstart scheme for under 5's
- Our Home Library Service (which we intend to grow to address issues arising from an ageing population) provides digital and 'analogue' access to people who are less mobile
- Delivery of the Books on Prescription Scheme enables adults and young people to access recommended self-help books and resources, supporting CYC health agenda in encouraging independent life decisions and shifting away from a reliance on statutory services.

### **Providing access to information and resources**

As a first port of call for information of all kinds, we maximise the contribution our libraries make to the wider health and wellbeing offer and ethos and will pay particular attention to the specific needs of different communities so that inequalities in outcomes can be reduced:

- We provide health information in all formats offering free impartial information and advice, working closely with the public health team
- We link to national campaigns, such as National Mental Health Week
- We work with the community of York to bring our Archive collection alive (e.g. a project supported by The Wellcome Trust has brought previously inaccessible resources to life, generating a wealth of catalogued historical information about the City's health).

### **Providing safe, welcoming, accessible spaces in all communities throughout York**

We provide spaces, in all communities, that are carefully designed so that people



can meet, play, be creative, access digital technology, discover themselves and meet others. We create informal opportunities to improve wellbeing and prevent social isolation, using craft groups, readers groups, creative arts events and Archive encounters.

As part of our continuous development of our offer to strengthen our contribution to health and wellbeing, we have added elements to support people in maintaining a more active lifestyle and improving life skills, as illustrated by the Boccia initiative at Acomb, which has been running for two years. The results are evidenced by Mark who was a shy, isolated man, who did not like leaving the house. He had no self-confidence and found it difficult to socialise. His support worker brought him to one of the Boccia sessions over a year ago and he has gone on to build confidence, improving his ability to engage with the community.

**Providing opportunities to enable people and communities to thrive and be more resilient**

Beyond individual health outcomes, our libraries make a regular contribution to community health, embedding opportunities for growth, self-development, engagement with others and wellbeing for all individuals within our communities:

- Baby Days, providing taster sessions in baby signing and nutritional advice from health teams
- Storytimes for under 5s and rhyme time sessions for very young children, supporting development of literacy and interaction with other children
- Digital inclusion, which improves work/life chances, enabling people to participate in the wider community and the digital world
- Providing volunteer opportunities to enable people to develop skills, gain confidence remain active and support others in their local communities
- Public engagement with the archive collection to foster a sense of belonging, e.g. the Gateway to History project allowing people to explore personal histories through artworks, digital creativity sessions, tracing family trees, and hands-on experiences including Map Attack, where children build and create 'Old York' using maps and Lego Architect.

**Question 2: How will you work with the Council and other partners such as statutory and 3rd sector organisations to support their work?**

Word limit: 500 Weighting: 2%

CYC's agenda is clear in that the Joint Health and Wellbeing Strategy seeks to enable all residents of York to enjoy the best possible health and wellbeing throughout their lives. Explore is an active strategic partner in pursuing this agenda as illustrated in our membership of a number of relevant strategic planning Boards in the City, e.g. the Health Information and Strategy Board (which feeds into the wider York Health and Wellbeing Strategy), the City-wide Cultural and Wellbeing consortium (which supports and delivers opportunities as part of the social prescribing model across the City) and the local Healthwatch (charged with promoting patients' rights).

Our strategic engagement in this agenda is brought to life through a programme of activities at several levels:

**Complementary services as part of integrated holistic provision**

We work with partners to deliver our core services as part of innovative packages that have been proven to have positive health and wellbeing outcomes. We are, for instance, working with partner organisations (NCEM, YMT, YTR) in developing the social prescribing model, which provides alternatives to statutory services. The options that residents can choose from to structure their own pathways to improve their own health and wellbeing include readers groups for people with learning disabilities, or a reminiscence session using our archive collection for people with dementia and their carers

**Enabler and information provider**

Apart from our regular role of enabling access to health information in different formats in community settings, supported by trained staff and volunteers who can signpost and refer to other organisations and/or approved websites, we are continuing our work with partners such as Joseph Rowntree Housing Trust in providing help and support to enable people to get online, become digitally active and engage with online support communities.

**Host and multiplier**

Libraries have an important role as meeting spaces and safe, welcoming, accessible spaces. Explore is currently building a 'health hub' model, under which our libraries enable access to health professionals and voluntary sector organisations to work with communities in identifying their needs, within their own locality. Elements that could be delivered at libraries as a result include:

- 'Fit Fridays' with public health representatives offering advice on diet and health

- Mindfulness sessions delivered by the mental health team promoting relaxation and wellbeing
- Job Club representatives advising on how to compose a CV and chat about work opportunities in the local area
- Development of a city-wide programme of drop-ins and advice sessions, providing access for organisations to the community and opportunities for them to promote their work.

Alongside this, we promote, participate in and partner with organisations to support key national initiatives such as Dementia Awareness Week, Mental Health Awareness Week, Bookstart Week and Get Online Week. We are also committed to signing up to a workplace wellbeing charter to evidence our own commitment to the health and wellbeing of our workforce.

### **Supporting the creation and development of more resilient communities**

Finally, our libraries play a key role in contributing to the wellbeing of communities as a prerequisite of individual health and wellbeing. This includes:

- Enabling and embedding the work of new CYC initiative of creating community health champions across York's communities, supporting the building of community based support
- Working with partners to provide opportunities for residents to engage in volunteering opportunities
- Working with the Council's Local Area coordinators to keep communities in touch and delivering practical non-service solutions to individuals' health problems for example, arm-chair exercise activity
- Providing access to employment opportunities through the development of apprenticeships to support the City's Skills Strategy.

## 9: Archives

Question 1: **How will you achieve/maintain the Accredited Archives Service Status?**

Word limit: 700 Weighting: 3%

We are very proud of attaining the Archives Service Accreditation. It is the culmination of a focused improvement and modernisation period. Explore have been commended by The National Archives for

*'a range of activities aiming to diversify and engage with different needs (from Dementia Friends training to clarity of representation on the advisory group and the offer of volunteer places specifically for those with special needs), which illustrated the service's deep commitment to its community.'*

As part of the Accreditation process, we have reviewed and updated our policies for Collections Management and Access. We have in particular strengthened the policy framework underpinning our approach by adding:

- Collections care
- Collections development
- Collections information.

Driven by Explore's vision for the Archives, we will continue to review and update our policies to ensure continuing alignment with the City of York Council (CYC) contract specification and the Archives Accreditation process.

We have strong forward plans covering collections management, cataloguing, funded projects, audience development and partnership working. Written by the archives team with input from the archives advisory group, the detailed plans are publicly available on Explore's website. In order to maintain accreditation and following recommendations from The National Archives, we will continue to improve and evolve the Archives service by focussing on the following key priorities.

### **Responsibility to City of York Council**

We will continue to build relationships in supporting Council officers with day to day archive enquiries related to their area of work.

We will extend the tried and tested approach of working closely with the CYC Information Governance officer, to facilitate the transfer of records from different departments selected for permanent transfer, including born digital materials. With the recent changes to the Archives Accreditation Scheme and the increased focus on the acquisition of born digital materials, we will engage with CYC Information Governance officer to bring our strong information management experience to bear

for the co-design of a framework that ensures these records are passed to the archive when they are no longer considered current or required for operational reasons.

### **Improved access to collections and catalogue information**

Over the course of the current contract period we have increased the number of Community Collections catalogued and accessible, making 87% available for public use. We will continue to make available un-catalogued collections in a timely manner, taking into account customer needs and requirements in the prioritisation of this work. We will actively seek to augment the collections held by CYC, with the aim of making the overall archive more representative of the City's population as a whole. This will be evident through the collections development section of the Collections Management Policy. As well as adding information to our own existing online catalogue ([www.exploreyork.org.uk](http://www.exploreyork.org.uk)) we will seek to work with partner organisations to create additional access points into collections (e.g. Archives Hub and National Archives 'Discovery' portals).

### **Collaborative co-production approach**

As highlighted in the Archives Accreditation assessment, we have been commended for the range of community engagement opportunities we currently offer. This has primarily been achieved through our partnership working with library colleagues, a key advantage of a fully-integrated Library and Archives service, and with external partners across the city. We have developed strong relationships with the University of York, York St John's University, York Civic Trust, York Archaeological Trust, local schools, a number of local history groups and the Family History Society. We will continue to embed our learning from the last five years, further nurture our culture of collaborative working and continually look for new partners to engage with.

Over the course of the current contract period we have worked with the Heritage Lottery Fund and have been successful in obtaining funding from The Wellcome Trust and The National Archives to further develop our services, raise our profile and increase the number of catalogued collections available to the public. We will continue to proactively work with partners to draw down funding for outreach projects and further cataloguing work.

We know that the collaborative approach we take widens our reach and brings new audiences into contact with the archive collections in new and unexpected ways, a key element of Archive Service Accreditation. This in turn builds interest in using the archives for research and learning, creativity and discovery, and we will seek to continue to expand this interest in future.

Question 2: **What is your approach to developing the archives service?**

Word limit: 700 Weighting: 3%

In 2013, Explore began the Heritage Lottery Funded 'York: A Gateway to History' project. Part of this was consultation with local people about what they wanted from their archives and local history service. This co-production approach has informed ongoing development of the service. Consultation with local residents and archives users will continue to form a key part of our strategy.

**Collaborative and inclusive co-production approach**

We utilise the 15 established libraries across the City, as well as the new Community Stadium library, to widen our reach and strengthen community engagement. Our integrated service provides greater opportunities for working collaboratively with library professionals. We broaden our audience through library initiatives such as the Summer Reading Challenge and the Big City Read, as well as through Explore Your Archives week and our programme of events for all ages (including Lego Map Attack sessions, local history story boxes, Archives Blitz-Its and family learning opportunities).

We will continue to work with artists and creatives, using science, technology and arts, resulting in accessible archives for different audiences. The Archives Hack model reinterprets archive collections for new audiences using various media including animation, art and digitisation. Recent projects have included an exhibition of digitised images on our large-scale touch screen and three stop-motion animation films, available on Explore YouTube channel.

Explore has forged strong partnerships across the City to support other projects and will continue to build on this success. Examples include St John's University Women's History project and the Poppleton History Society First World War project. We already engage with some hard to reach audiences, through our partnerships with HMP Askham Grange and with the Blueberry Academy. With Blueberry we engaged their learners, who have a range of learning disabilities, with the YARN storytelling digital platform in a joint project with the University of Leeds. We will continue to identify a range of activities with partners in the city, to increase engagement with other hard to reach groups, building on our learning.

We actively participate in city wide programmes and festivals. Recently we took part in the 60<sup>th</sup> anniversary of the York-Münster twinning, Bloom Festival, York Walls Festival, Residents Weekend, LGBT History Month and the Festival of Ideas. Our Civic Archivist is on the city's steering group for the First World War commemorations. Our reputation has grown over the years and we are now regularly contacted to participate in city events to provide archival content and activities.

We proactively recruit volunteers to support our work and as our profile has grown,

so has the demand for volunteer opportunities. This has resulted in greater advocacy for the archives and community champions, resulting in an even higher profile. Our volunteers benefit the archives offer by helping to catalogue the collections which makes them highly accessible. We will continue to grow and develop this deeper engagement with the archive through our volunteer programme. We will also encourage volunteers to support our philanthropic strategy through greater involvement and advocacy.

#### **Flexible and adaptable approach**

Our culture of collaborative working allows us to highlight and showcase the archives, but to be meaningful it requires a flexible and adaptable approach, tailored to the needs of the audience. An example of this approach can be demonstrated through our work with young people; we worked with colleagues and animators and a group of young people during a week-long animation workshop as part of the Summer Reading Challenge. During the workshop one 11-year-old asked 'what's the point of archives?' After working with our archivists she reflected on that question and concluded 'archives are a source of inspiration'.

#### **Professional responsibility**

We take the professional responsibility to catalogue and conserve collections very seriously. We have secured major funding, for example the Wellcome Trust funded Past Caring? project, Archives Revealed-funded 'On the drawing board' project and National Manuscripts Conservation Trust funded conservation of the medieval B/Y Memoranda Book. We will continue to target collections development, to diversify collections and to identify future funding streams to grow creative ambitions.

We will continue to develop our staff at all levels, supporting them with a range of internal and external training opportunities, to develop their skills and their collections knowledge, ensuring that we offer our customers the highest quality service.

**Question 3: How will you make the archives service more relevant and accessible to residents of York?**

Word limit: 500 Weighting: 2%

We are committed to offering a range of opportunities for individuals and groups to explore the archives in ways which are meaningful to them, building a sense of place and community resilience.

#### **Collaborative partnerships**

Through partnership working, we identify community needs and identify collections that will build a sense of place. Whilst much of this is concerned with the history of the City, we also work with partners to support active citizenship and inform current projects and modern debates, such as supporting the development of York Central, and our support of the AHRC funded 'Histories and Utopias' project on the history of Hungate with the University of Leeds.

We support city exhibitions through the curatorial process, loaning items from the archive collection. We have previously worked with Fairfax House and the Castle Museum and intend to further develop our relationship with York Mansion House, the home of York's Lord Mayors.

Our proposed Wellcome Trust Public Engagement funded project, will work with targeted groups in the city, leveraging the archive to inform modern debates around housing and homelessness, stimulating resident engagement in planning, priority setting and problem solving.

#### **Skills development and support**

Explore provides training opportunities for community groups and volunteers in research skills, managing their own archives, and legislative frameworks. This year we are launching additional workshops, using items from the archives as examples. We also support a range of local organisations and community groups with funded bids to bodies including the HLF.

We support the creative industries, offering them opportunities to access the Archive to develop their research skills and inform their work. This has led to archives-based community artworks, which attract a more diverse audience and inspire further collaboration.

We host class visits to the archive and work with teachers to ensure they are supported in providing the curriculum's local history focus through the development of education packs and workshops. We also work with local universities and colleges to train their staff, help teach their courses, and provide student volunteering opportunities to support their degrees.

#### **Harnessing technology and creativity to widen accessibility**



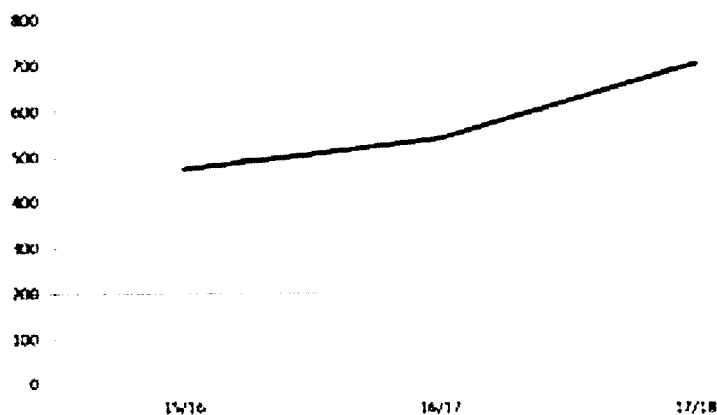
We will seek out models of excellence and innovation and implement where appropriate to widen accessibility. We provide library members free access to Find My Past, Ancestry and the British Newspaper Archive as part of our wider digital offer. We will increase our online catalogue content and offer additional access points, such as the National Archives 'Discovery' portal and the Jisc's Archives Hub.

The Archive plays a vibrant part in the annual Residents Festival, and our Lego Map Attack! activity, using historical maps of York, was attended by over 400 participants in 2018.

We use a wide variety of social media platforms to actively promote the collections aimed at different communities of interest.

Working with our artists in residence, we have focused on developing innovative approaches to re-interpreting the archives in creative ways to widen the reach. In addition, the archives have supported partners with content for their cultural offer, for example 'Blood and Chocolate' (Pilot Theatre) and providing archival images for Illuminating York. This type of activity results in increased visibility of the collections amongst previously untapped audiences, and overall makes the archive more relevant to the city's inhabitants.

Our success in this area is reflected in the steady growth in the number of on-site researchers using original sources in the Reading Room, as evidenced in the following chart.



**Growth trend in on-site researchers**

**(Explore York Data Source)**

**Question 4: What is your approach to monetising the archive?**

Word limit: 500 Weighting: 2%

York's archive collections have local, national and international significance and we acknowledge the commercial potential this presents. While we continue to offer free, hands-on access to the collections for researchers, we charge for image reproduction and licensing, bespoke research for those who cannot attend in person, skills training workshops, talks, tours and consultancy services.

We have partnered with Find My Past to publish record sets online and have recently launched a bespoke offer for local businesses. We have produced a small merchandising range for our library shops, including maps, prints and postcards of local images which have generated income and interest. Learning from this success, we plan to further these commercial opportunities which will provide financial support for the development of the archive (see 9.2).

**Images and merchandise**

The image archive has enormous potential to generate income. With Nesta Cultural Impact Development Funding and through a partnership approach with internationally-renowned technology developers in the city, the current Imagine York image platform will be improved. Our ambition is to have an augmented site, with geo-locating capabilities with an e commerce platform so that people can buy images of York wherever they are in the world.

We will develop a range of quality products with images of York to sell in libraries and online as well as at a number of shops in the city centre. This solution will extend the range of merchandise available for residents and visitors alike. We will work with Visit York to create a bespoke offer for York's many international visitors.

**Ancestral Tourism**

Ancestral Tourism is a booming industry attracting many international visitors. As a key member of Archives for Yorkshire, we will capitalise on the recent development funding it has received from The National Archives to create a bespoke Yorkshire tourism offer with regional partners.

**Philanthropic Giving and Fundraising**

A key area for growth over the coming years is philanthropic giving. We currently have donations boxes at all sites, and online donations through the website. We are developing opportunities for people to donate to the archives service in other ways, including legacies, bequests and sponsorship for particular programmes of work.

We will create more opportunities for people to support fundraising activities for the archives service with specific projects, e.g. conservation of particular archives; new

activities for target audiences.

Relationships are important success factors in all of these areas and we will identify archives champions to act as key influencers. Our starting point will be the Archives Advisory Group and we will be launching a Friends group to support our fundraising plans.

### **Funding Bids**

Since 2015, we have secured a total of £227,958 from external funding providers, to help us with cataloguing work, conservation, outreach and digitisation. We will build on this successful track record and continue to develop the archive collections. We have supported seven community groups with their funding bids, with another three nearing submission. These bids incorporate charged-for consultancy services from our archivists.

### **Partnership working**

We will identify new archive collections for online hosting with Find My Past, either ourselves or jointly through the Archives for Yorkshire digitisation consortium.

## 10: Method Statements

Question 1: <b>Please provide your organisations method statement in regards to health and safety.</b>
Word limit: x Weighting: 0%
<b>Please see Method Statement 1 which has been uploaded to the portal.</b>
Question 2: <b>Please provide your organisations method statement in regards to catering.</b>
Word limit: x Weighting: 0%
<b>Please see Method Statement 2 which has been uploaded to the portal.</b>
Question 3: <b>Please provide your organisations method statement in regards to cleaning.</b>
Word limit: x Weighting: 0%
<b>Please see Method Statement 3 which has been uploaded to the portal.</b>
Question 4: <b>Please provide your organisations method statement in regards to facilities management, routine and planned, preventative maintenance.</b>
Word limit: x Weighting: 0%
<b>Please see Method Statement 4 which has been uploaded to the portal.</b>
Question 5: <b>Please provide your organisations method statement in regards to ICT refresh.</b>
Word limit: x Weighting: 0%
<b>Please see Method Statement 5 which has been uploaded to the portal.</b>
Question 6: <b>Please provide your organisations method statement in regards to environmental sustainability.</b>
Word limit: x Weighting: 0%
<b>Please see Method Statement 6 which has been uploaded to the portal.</b>

**Additional information required:**

Ensure that you include in your response your lifecycle cost plan for five years.

**Explore York Response:** This has been uploaded to the portal. Please see Explore York – Appendix 5 – Capital Cost Plan (formerly 5 Year Life Cycle Cost Plan).

## FORM OF TENDER

### FORM OF TENDER

The Tender must be submitted no later than 1200 hrs UK time on the 28<sup>th</sup> January 2018.

The Tenderer in submitting the Tender hereby undertakes that in the event of his/her Tender being accepted by the Council he/she will provide the services detailed in the attached Tender Documentation and will within 10 days of being called upon to do so execute a Formal Agreement embodying the following documents upon which this Tender Documentation is based:

Invitation to Tender Parts:

ITT Part 1: Instructions to Suppliers  
ITT Part 2: The Specification  
ITT Part 3: Forms to be returned  
ITT Part 4: Contract Conditions  
Selection Questionnaire

Failure by the successful Contractor to execute a Formal Agreement within the time specified will render the Agreement voidable at the option of the Council at any time by notice in writing.

I/We the undersigned hereby offer to provide the services described or referred to in the attached Tender Documentation at the costs specified on the Schedule of Prices (Pricing Schedule) exclusive of value added tax (VAT).

I/We undertake that all elements of this Tender shall from the date of its opening not be withdrawn or modified for and during the period of 90 days in respect of the said requirement.

I/We confirm that in preparation and submission of this Tender I/We have observed and accepted the above conditions and complied with the Instructions and Conditions contained and referred to in the Tender Documentation.

NAME(Print Name)	Fiona Williams
Position/job title	Chief Executive Officer

**3. DECLARATION OF NON-COLLUSIVE TENDERING**

In recognition of the principle that the essence of selective tendering is that the Authority shall receive bona fide competitive Tenders from all those tendering

I/WE CERTIFY THAT:

- 1 The Tender submitted herewith is a bona fide Tender, intended to be competitive.
- 2 I/We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person.
- 3 I/We have not done, and undertake that we will not do at any time before the hour specified for the return of the Tender, any of the following acts:
  - (a) communicating with a person other than the person calling for this Tender the amount or approximate amount of the proposed Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender);
  - (b) entering into any agreement with any other person that he/she shall refrain from Tendering or as to the amount of any Tender to be submitted; and
  - (c) offering, paying, giving or agreeing to give any sum of money or valuable consideration directly or indirectly to any person for doing, having done, causing or having caused to be done in relation to any other Tender or proposed Tender any act or thing of the sort described above.

NAME (Print Name)	Fiona Williams
Position/job title	Chief Executive Officer

In this declaration:

- 1 'person' indicates any person, body, or association corporate or incorporate.
- 2 'any agreement or arrangements' includes any transaction of the sort described above, formal or informal and whether legally binding or not.

Explore York - Part 3a Forms to be returned – Second Stage

**4. PRICING SCHEDULE**

Suppliers must complete and return Volume 2 - Part 3c, the Pricing Schedule.

**Revised pricing documentation has been uploaded to the portal.**



**5. FREEDOM OF INFORMATION SCHEDULE (1)**

	INFORMATION SUBMITTED AND CONSIDERED BY THE TENDERER AS CONFIDENTIAL / COMMERCIALY SENSITIVE UNDER FOI ACT 2000
1. Document submitted	<b>Explore York - Part 3c - Financial Model Price Schedule and related Annexes</b>
2. Section/paragraph of document	Entirety.
3. Specify the Information/wording considered to be confidential/ commercially sensitive	The Financial Model Price Schedule and supporting Annexes contain detailed information relating to our bid and which are considered confidential and commercially sensitive.
4. Reasons/ justifications for Information being confidential/ commercially sensitive	This information is specific to the financial planning approach taken by Explore York Libraries and Archives Mutual Limited, which we desire to be kept in strict confidence between ourselves and City of York Council.
5. Timescale which information under (3) shall be confidential	Permanently.
6. Specify Exemption Confidential or Commercially Sensitive	Both.

Tenderers should copy this schedule and submit additional sheets if necessary.

**FREEDOM OF INFORMATION SCHEDULE (2)**

	INFORMATION SUBMITTED AND CONSIDERED BY THE TENDERER AS CONFIDENTIAL / COMMERCIALY SENSITIVE UNDER FOI ACT 2000
1. Document submitted	Explore York – Part 3c – Annex 1 – Forecast Balance Sheet
2. Section/paragraph of document	Entirety.
3. Specify the Information/wording considered to be confidential/ commercially sensitive	The Financial Model Price Schedule and supporting Annexes contain detailed information relating to our bid and which are considered confidential and commercially sensitive.
4. Reasons/ justifications for Information being confidential/ commercially sensitive	This information is specific to the financial planning approach taken by Explore York Libraries and Archives Mutual Limited, which we desire to be kept in strict confidence between ourselves and City of York Council.
5. Timescale which information under (3) shall be confidential	Permanently.
6. Specify Exemption Confidential or Commercially Sensitive	Both.

**FREEDOM OF INFORMATION SCHEDULE (3)**

	INFORMATION SUBMITTED AND CONSIDERED BY THE TENDERER AS CONFIDENTIAL / COMMERCIALY SENSITIVE UNDER FOI ACT 2000
1. Document submitted	Explore York - Part 3c – Part 3c – Annex 2 – Cash Forecast
2. Section/paragraph of document	Entirety.
3. Specify the Information/wording considered to be confidential/ commercially sensitive	The Financial Model Price Schedule and supporting Annexes contain detailed information relating to our bid and which are considered confidential and commercially sensitive.
4. Reasons/ justifications for Information being confidential/ commercially sensitive	This information is specific to the financial planning approach taken by Explore York Libraries and Archives Mutual Limited, which we desire to be kept in strict confidence between ourselves and City of York Council.
5. Timescale which information under (3) shall be confidential	Permanently.
6. Specify Exemption Confidential or Commercially Sensitive	Both.

**FREEDOM OF INFORMATION SCHEDULE (4)**

	INFORMATION SUBMITTED AND CONSIDERED BY THE TENDERER AS CONFIDENTIAL / COMMERCIALY SENSITIVE UNDER FOI ACT 2000
1. Document submitted	Explore York – Part 34c – Annex 3 – Bid Assumptions
2. Section/paragraph of document	Entirety
3. Specify the Information/wording considered to be confidential/ commercially sensitive	The Financial Model Price Schedule and supporting Annexes contained detailed information relating to our bid and which are considered confidential and commercially sensitive.
4. Reasons/ justifications for Information being confidential/ commercially sensitive	This information is specific to the financial planning approach taken by Explore York Libraries and Archives Mutual Limited, which we desire to be kept in strict confidence between ourselves and City of York Council.
5. Timescale which information under (3) shall be confidential	Permanently.
6. Specify Exemption Confidential or Commercially Sensitive	Both.

**explore**

Knowledge and Ideas for Everyone

City of York Council  
Operation of York's Library Services

Method Statement 1

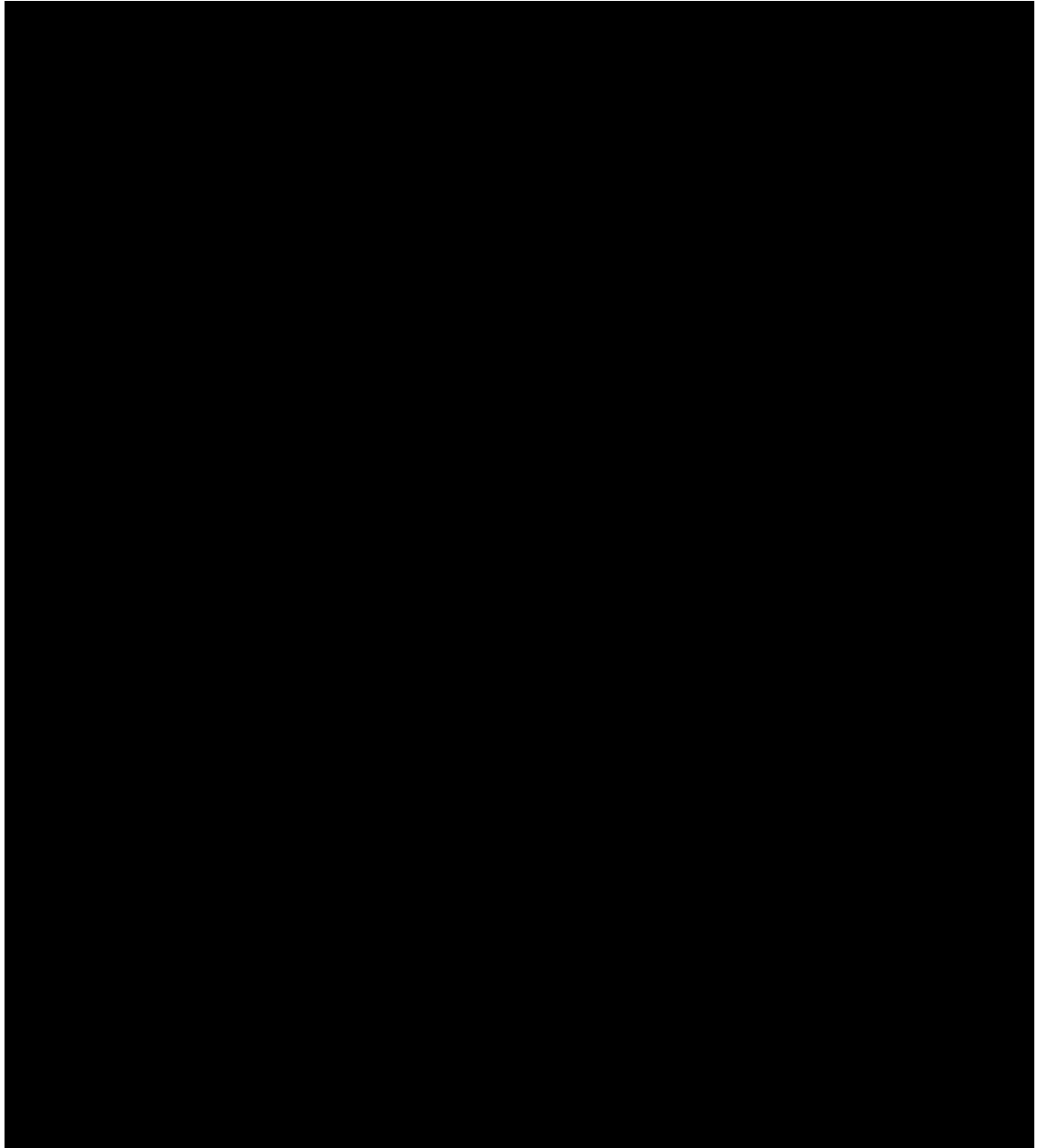
Health and Safety

# Health & Safety Policy



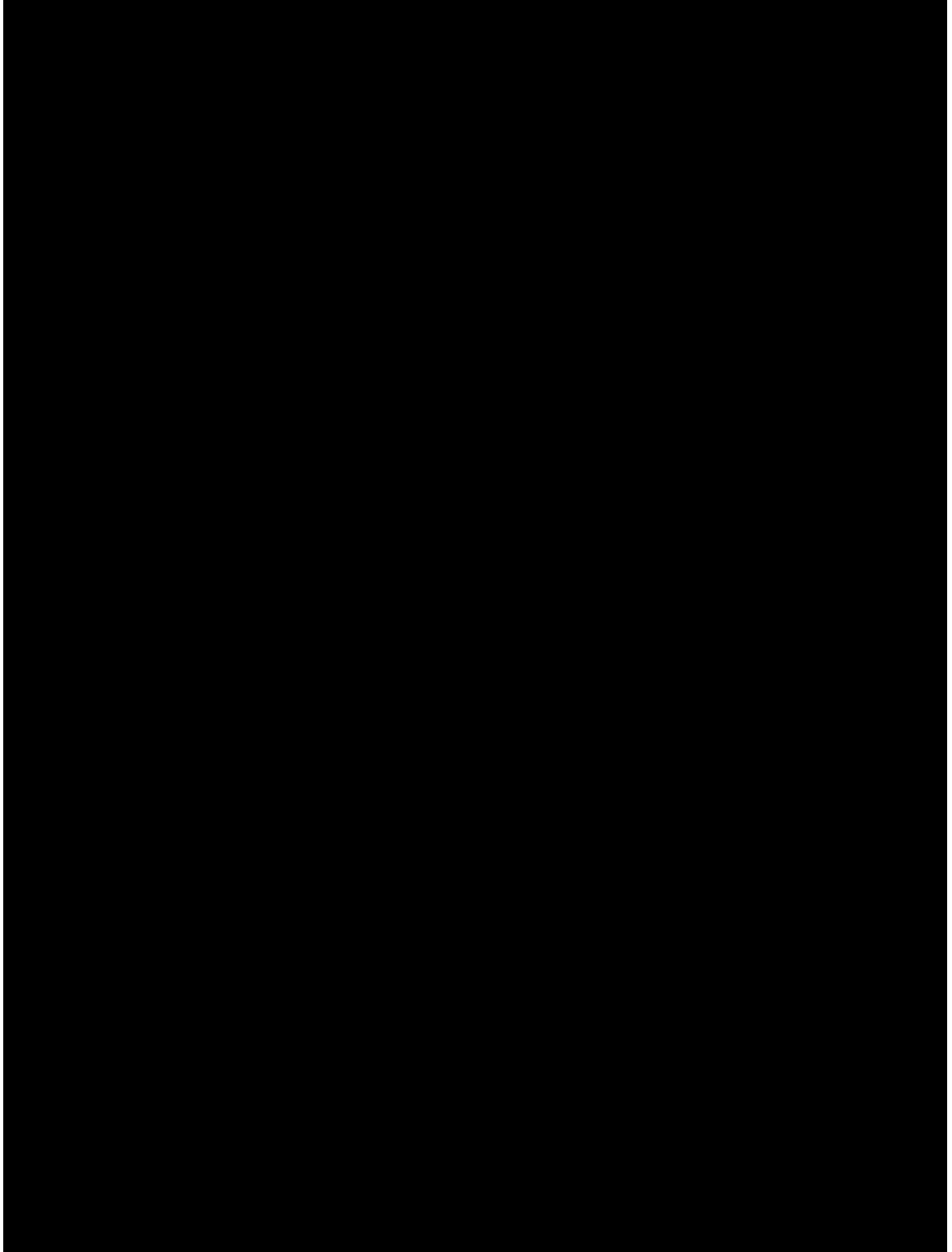
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**Explore York Libraries and Archives Mutual (Ltd)**



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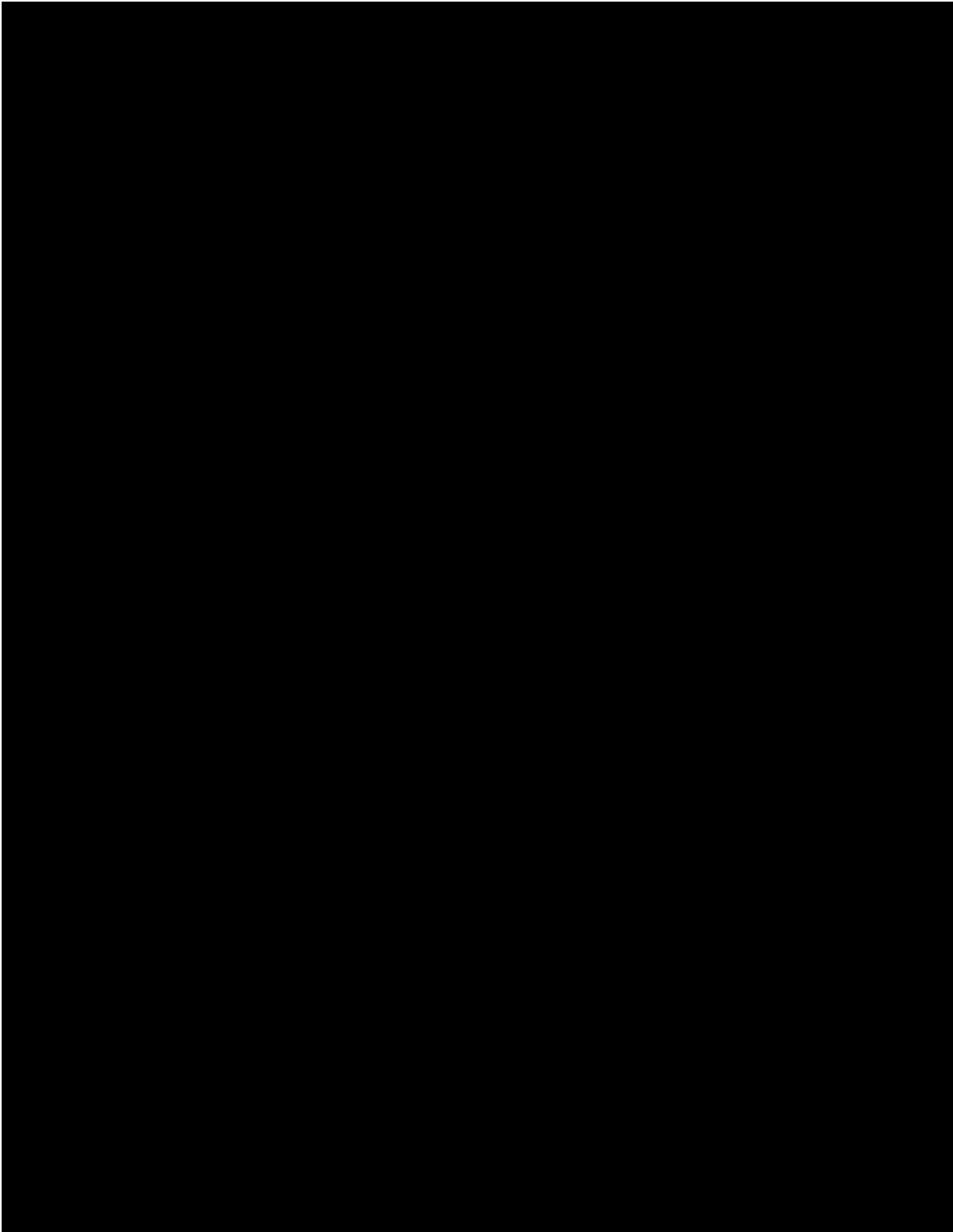
**Explore York Libraries and Archives Mutual (Ltd)**





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**Explore York Libraries and Archives Mutual (Ltd)**



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Knowledge and Ideas for Everyone

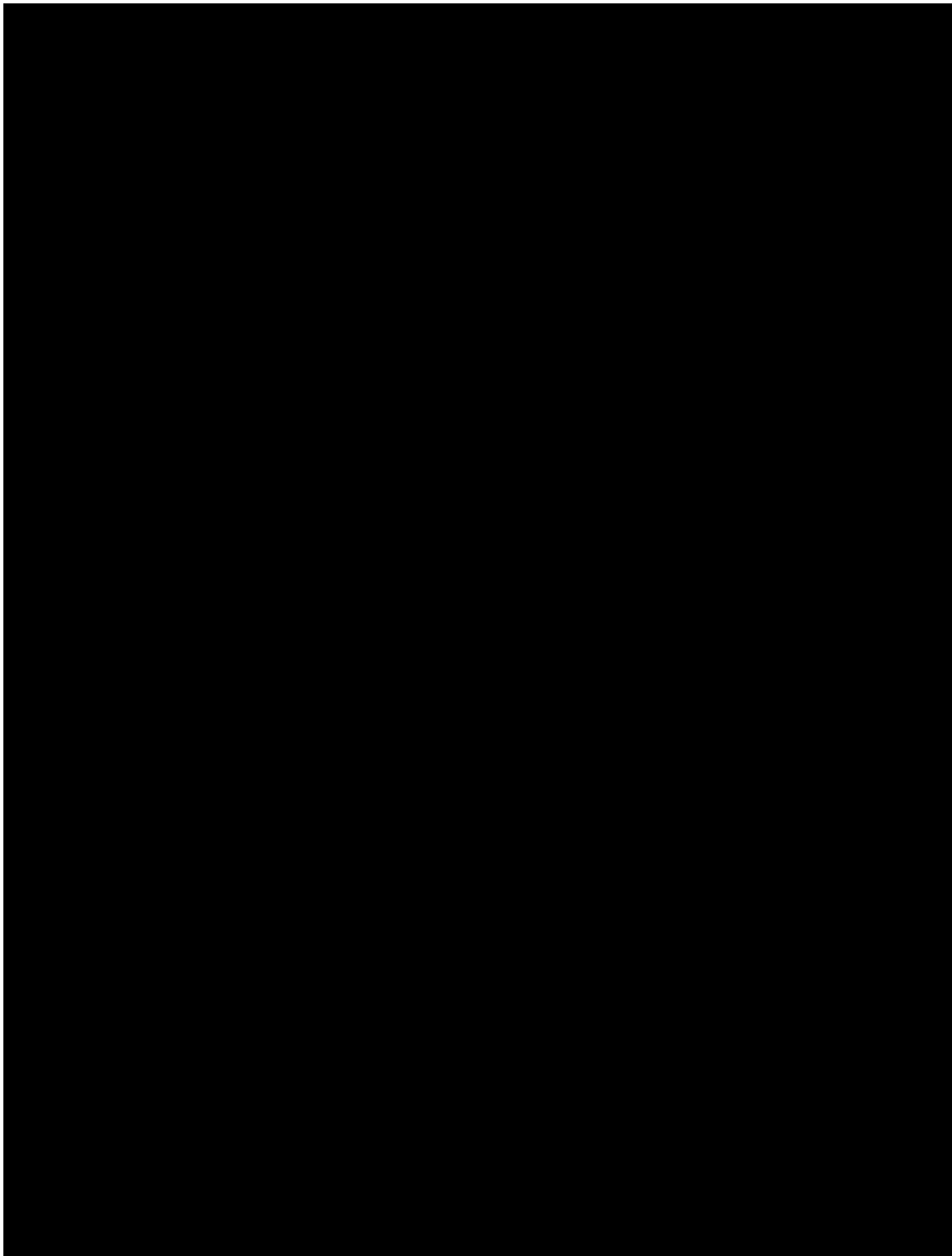
City of York Council

Operation of York's Library Services

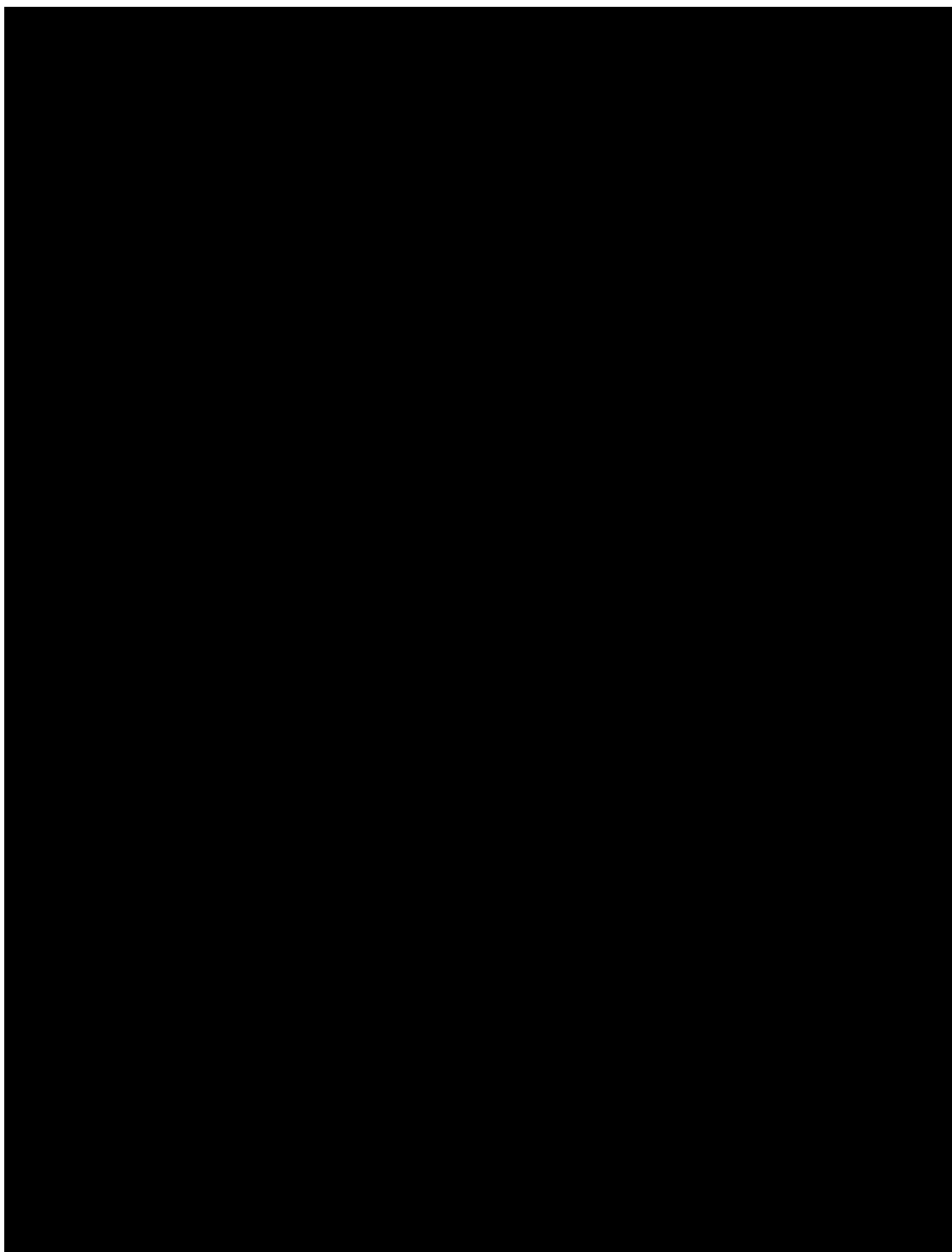
Method Statement 2

Catering

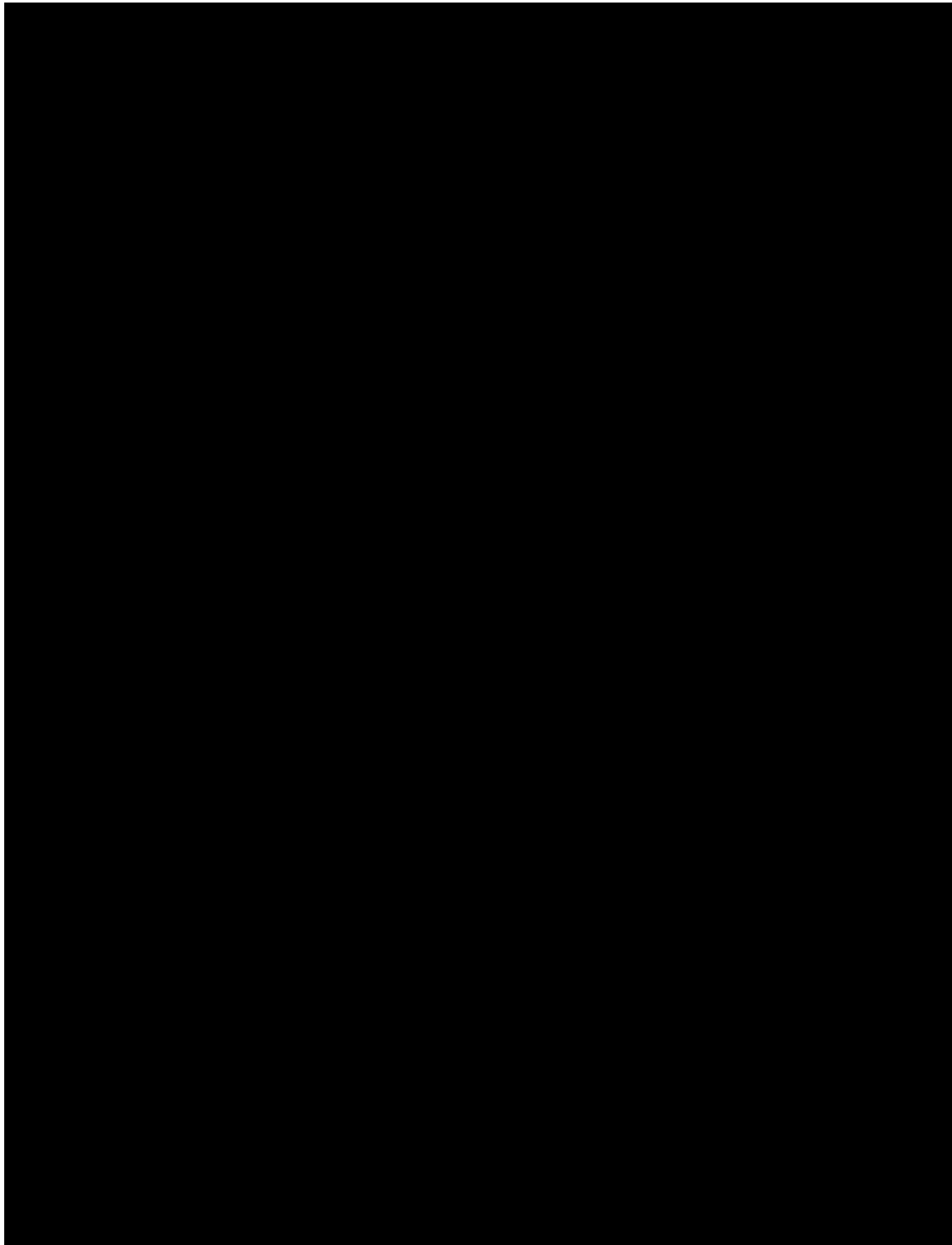
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	<b>FOOD SAFETY - BASIC FOOD PREPARATION &amp; HANDLING OF FOOD</b>	Ref No: EXPLORE CN1
	Version: 1	Issue: July 2018



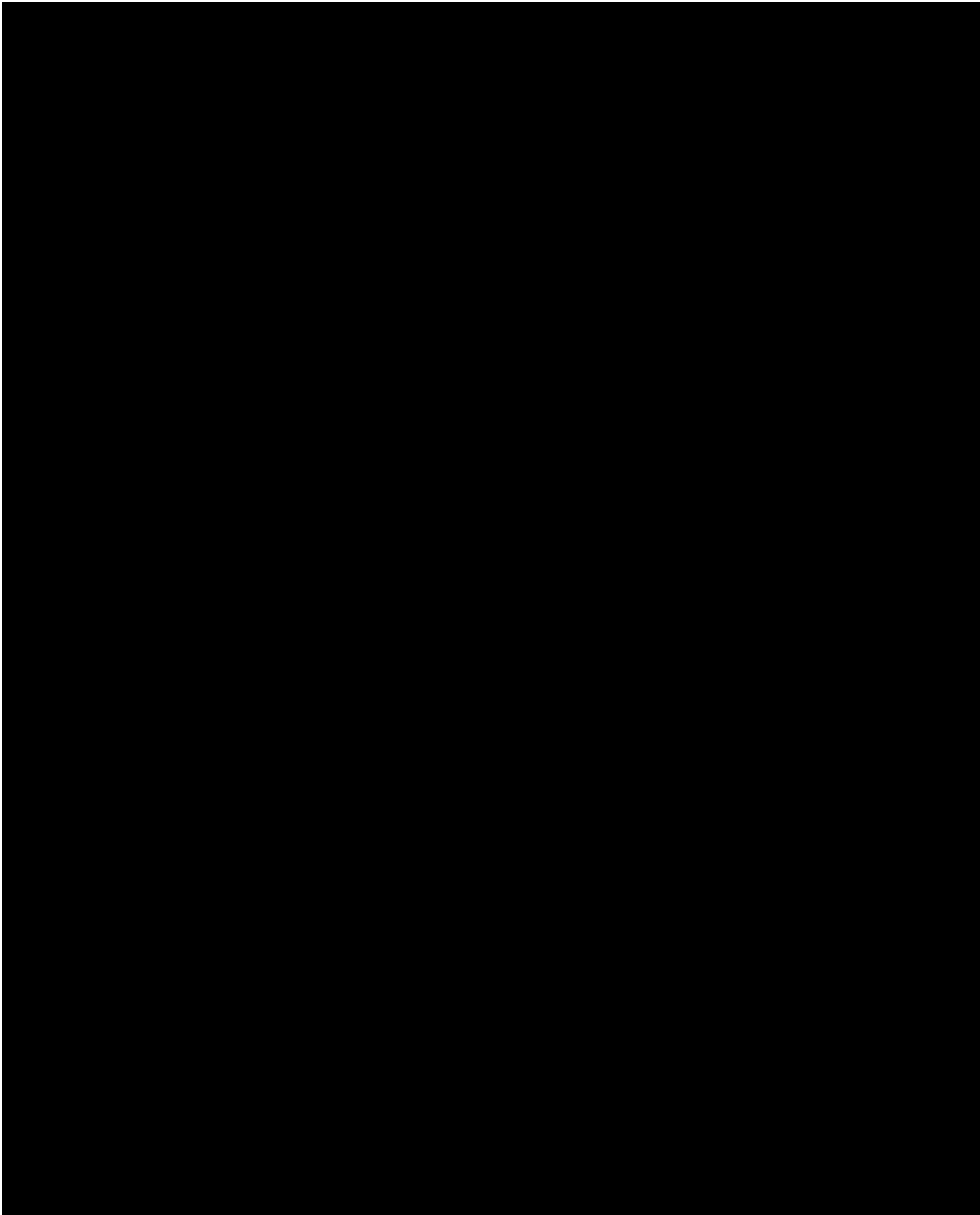
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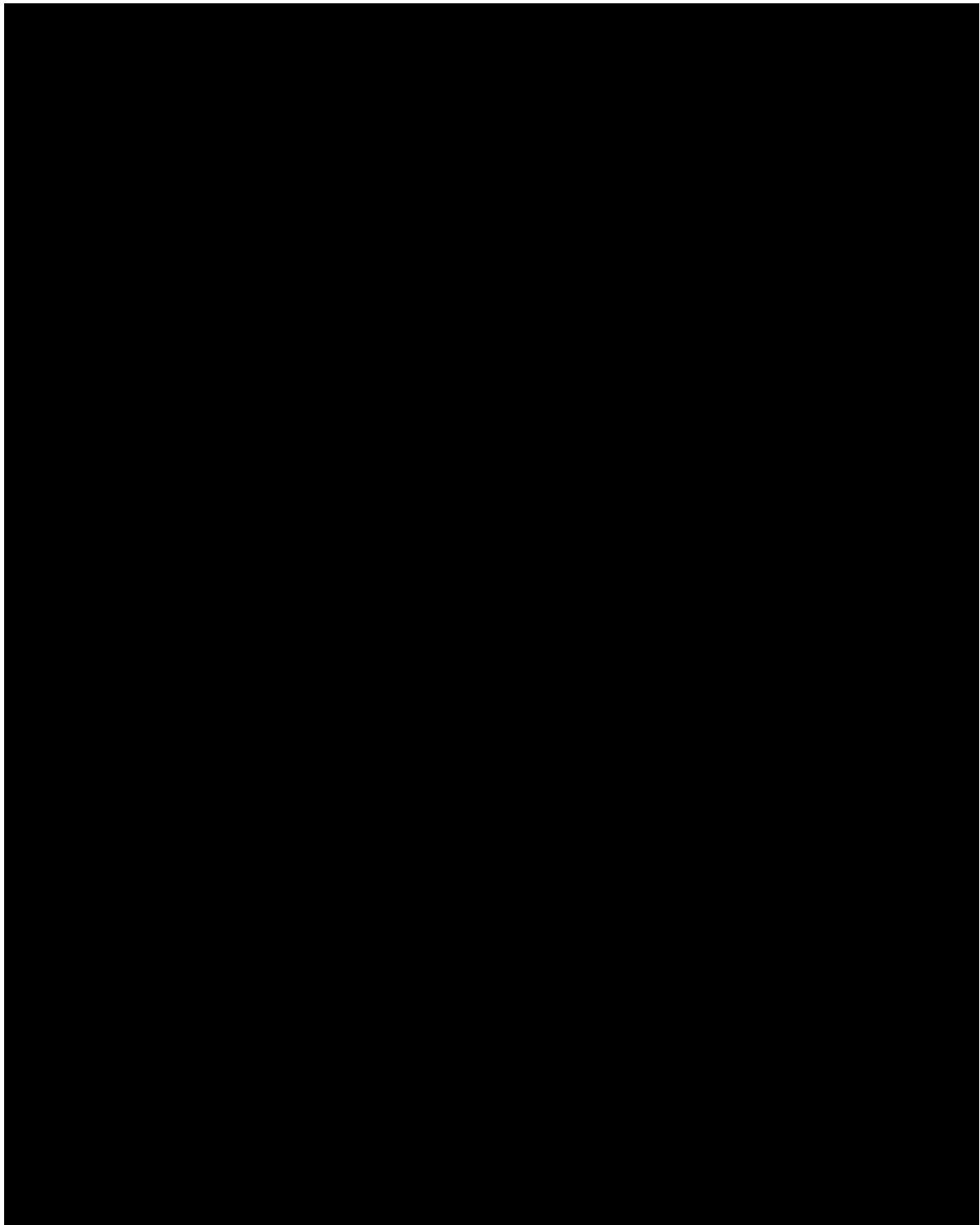
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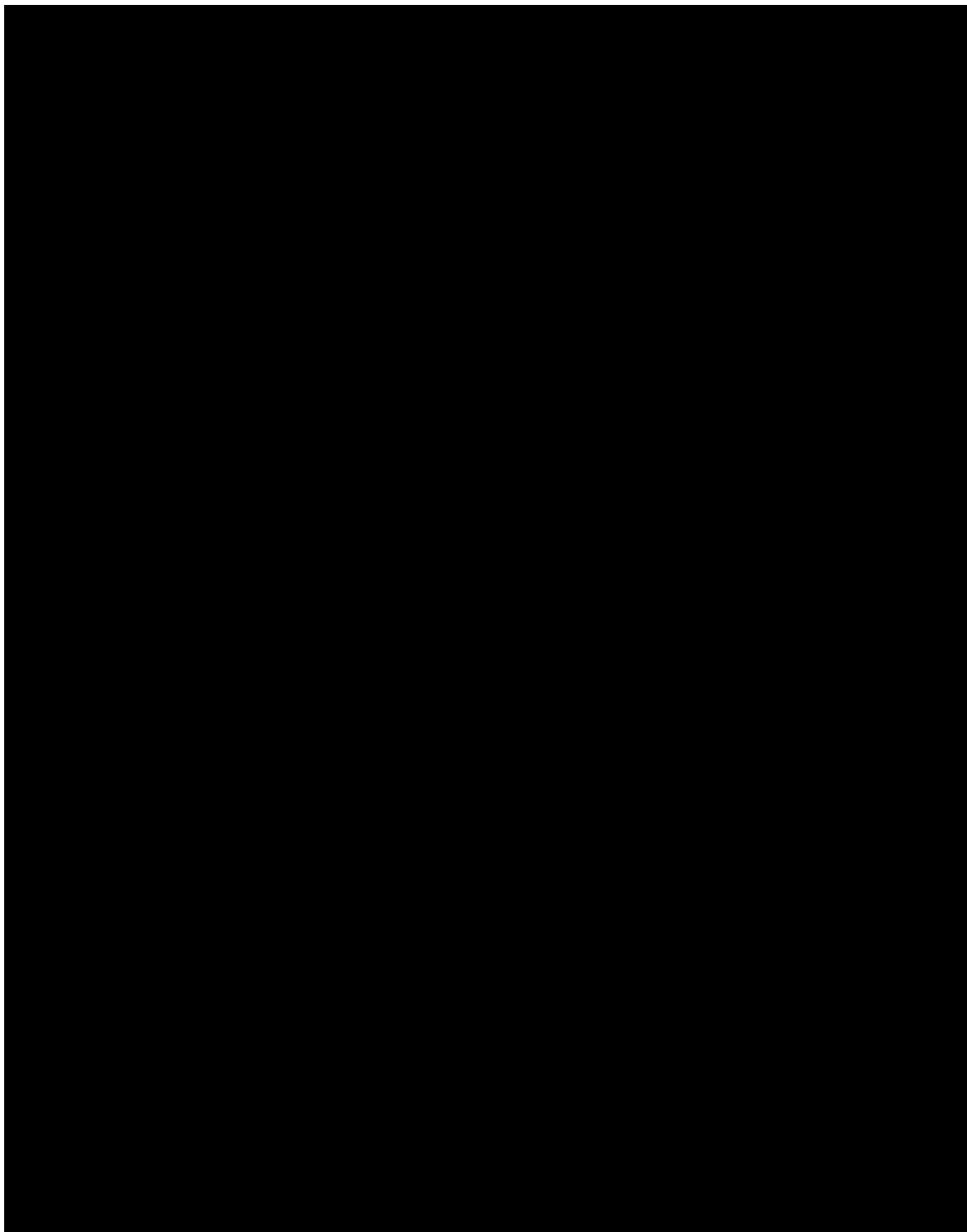


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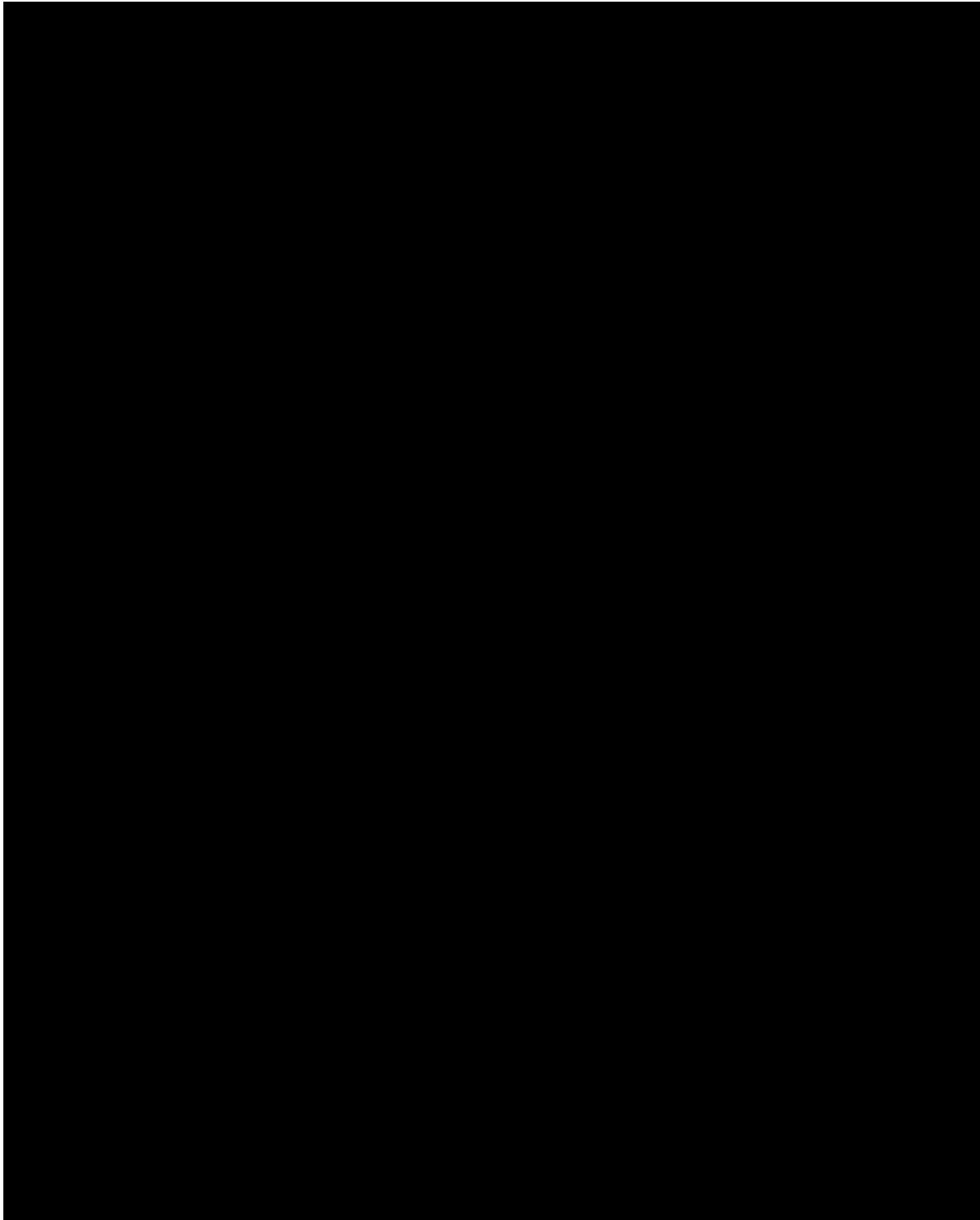




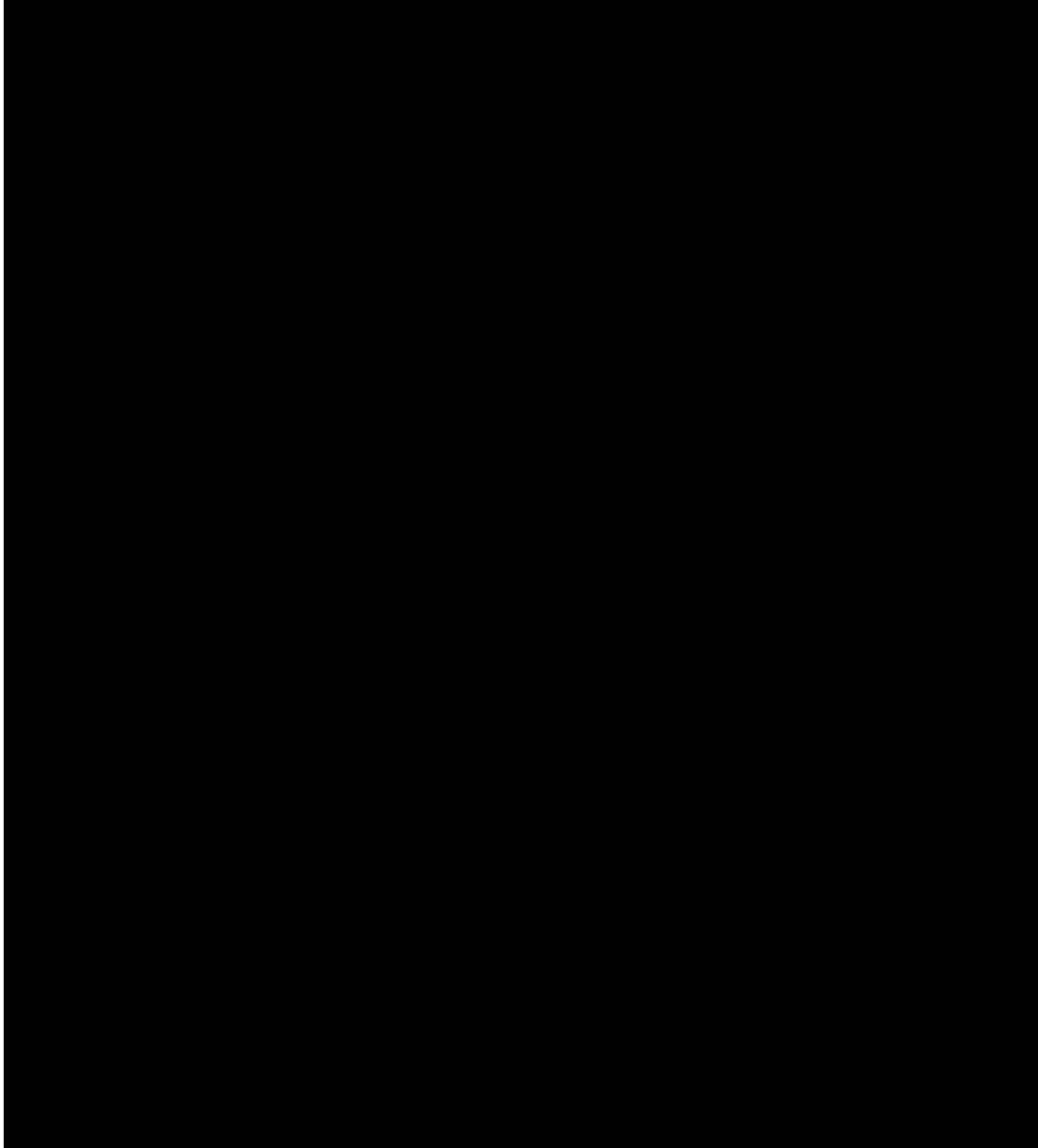
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Knowledge and Ideas for Everyone

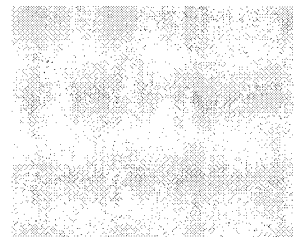
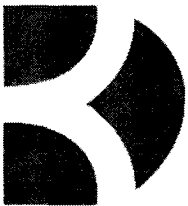
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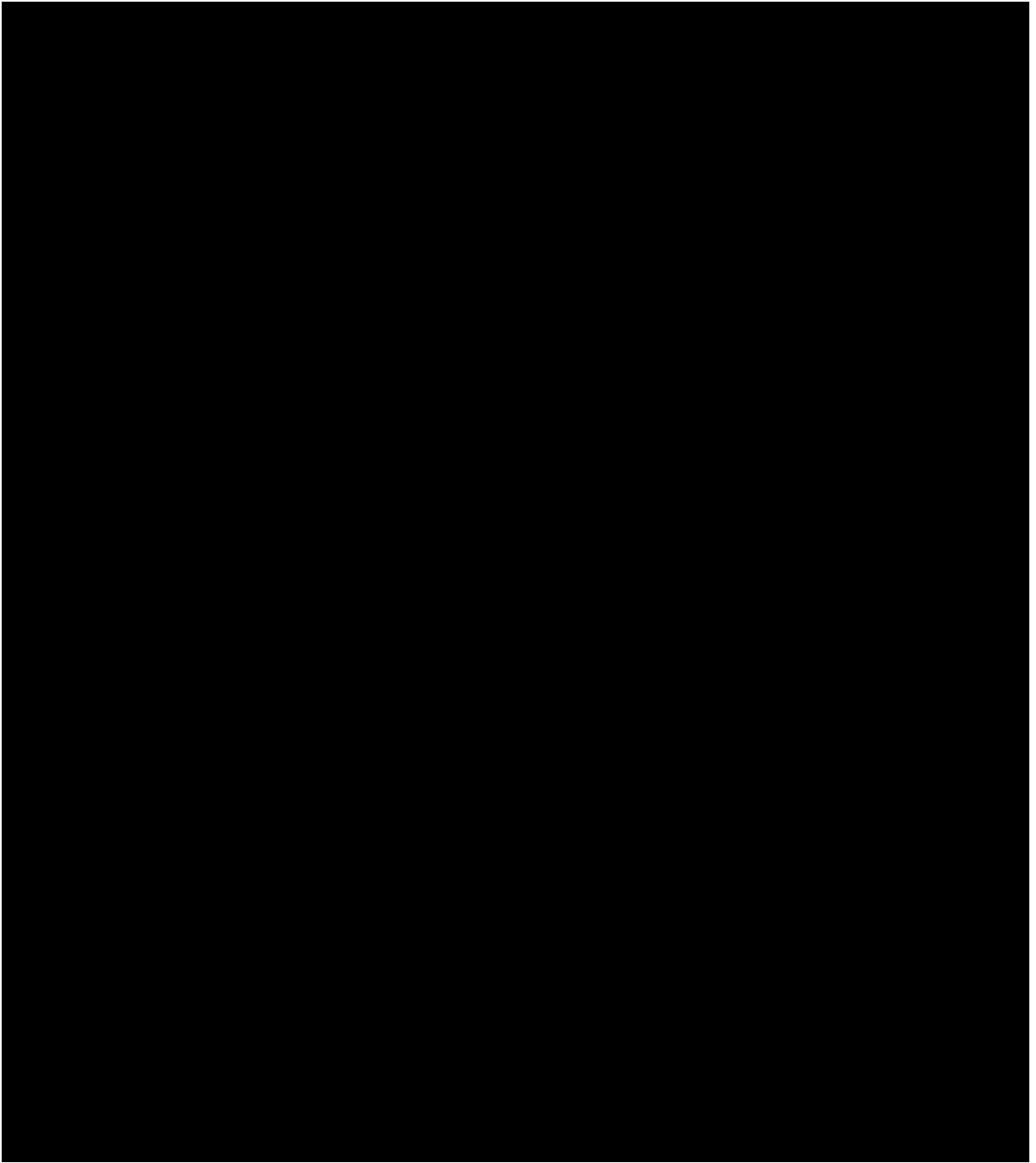
Method Statement 3

## Cleaning

Please note that this method statement relates to York Explore - documents are available for all other Explore York locations.



**Printsafe**



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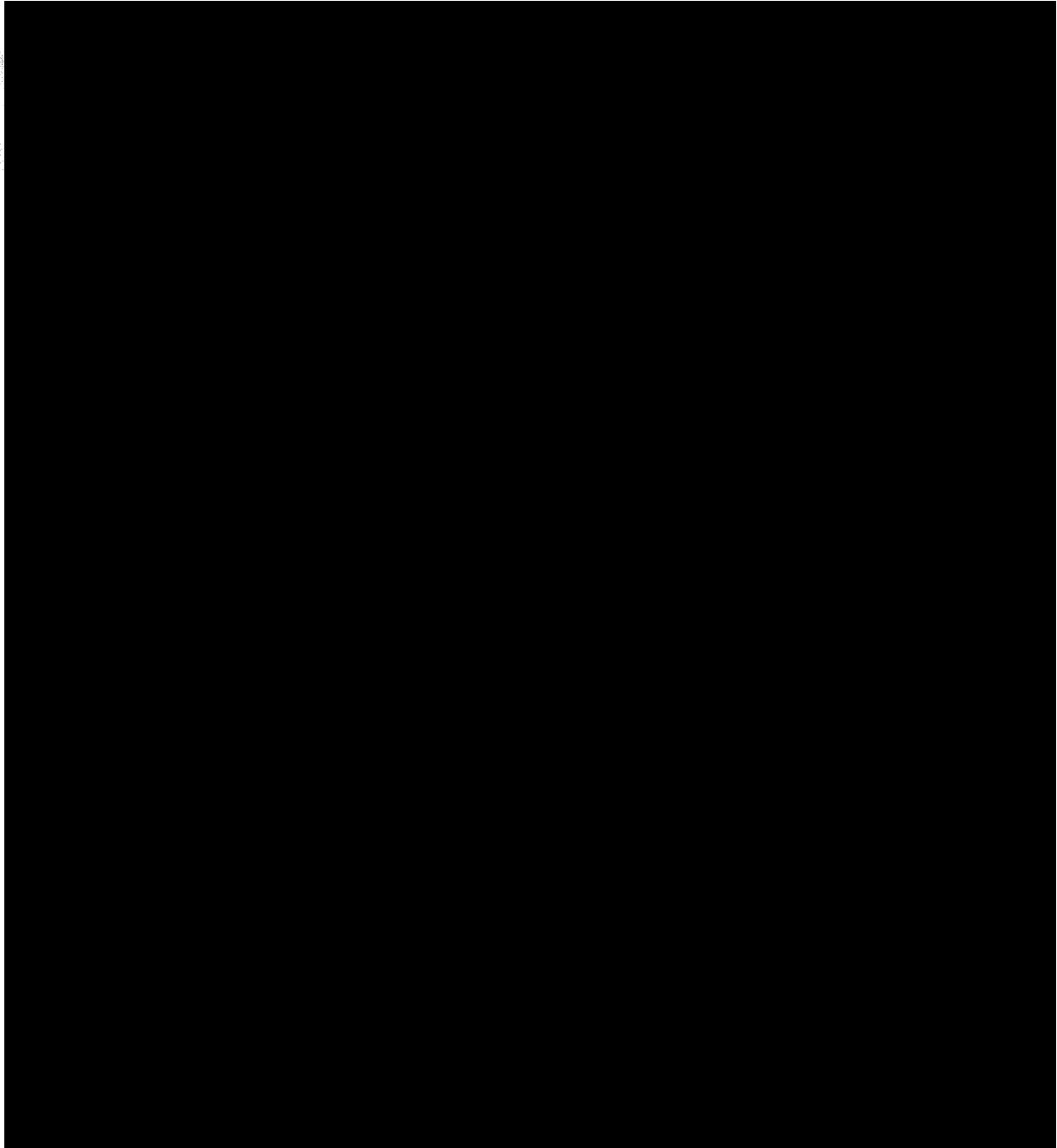
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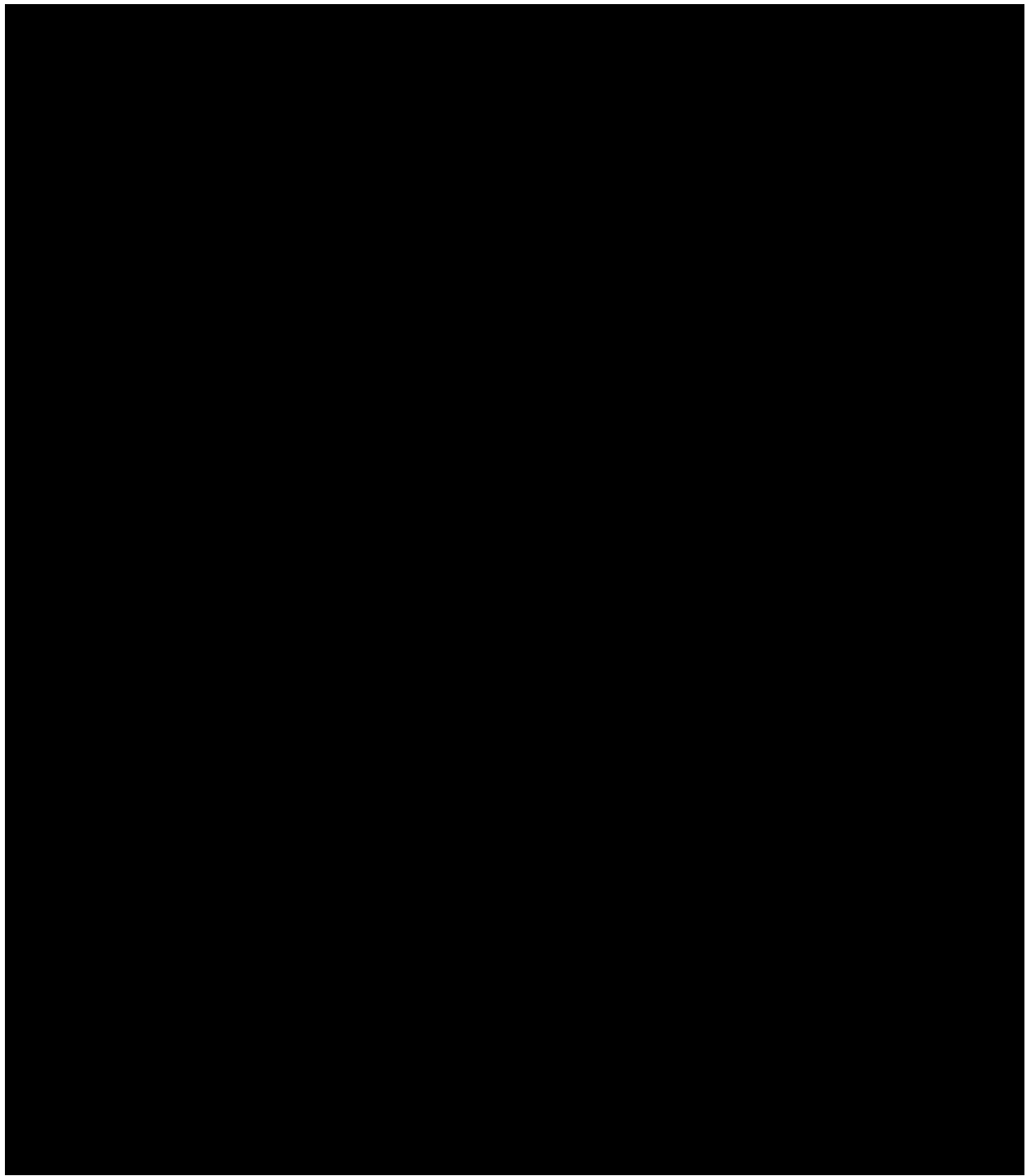
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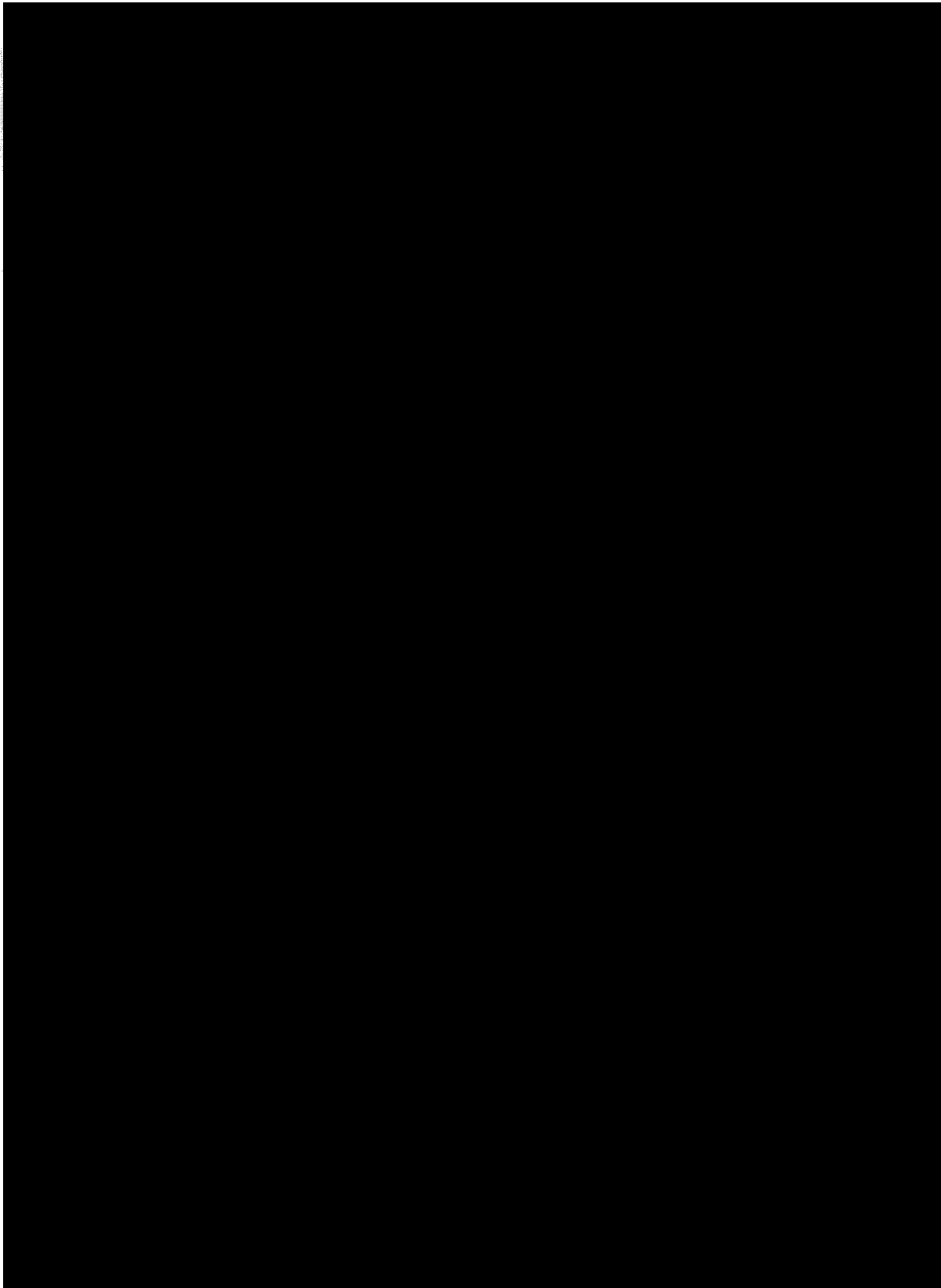
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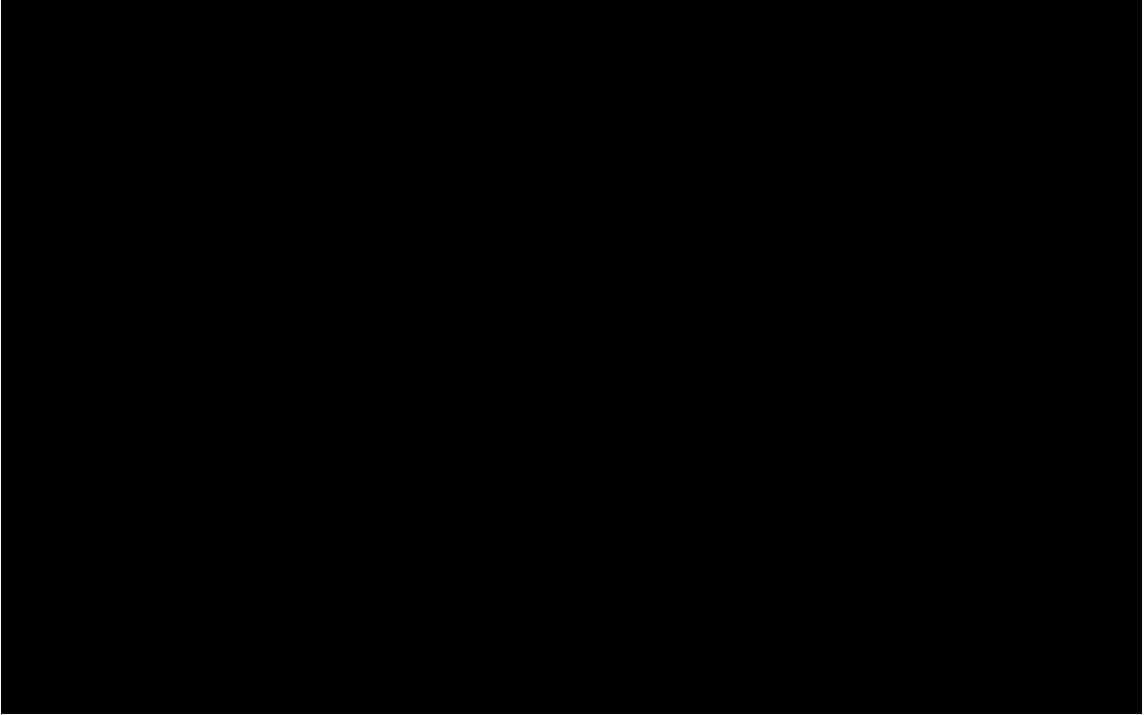




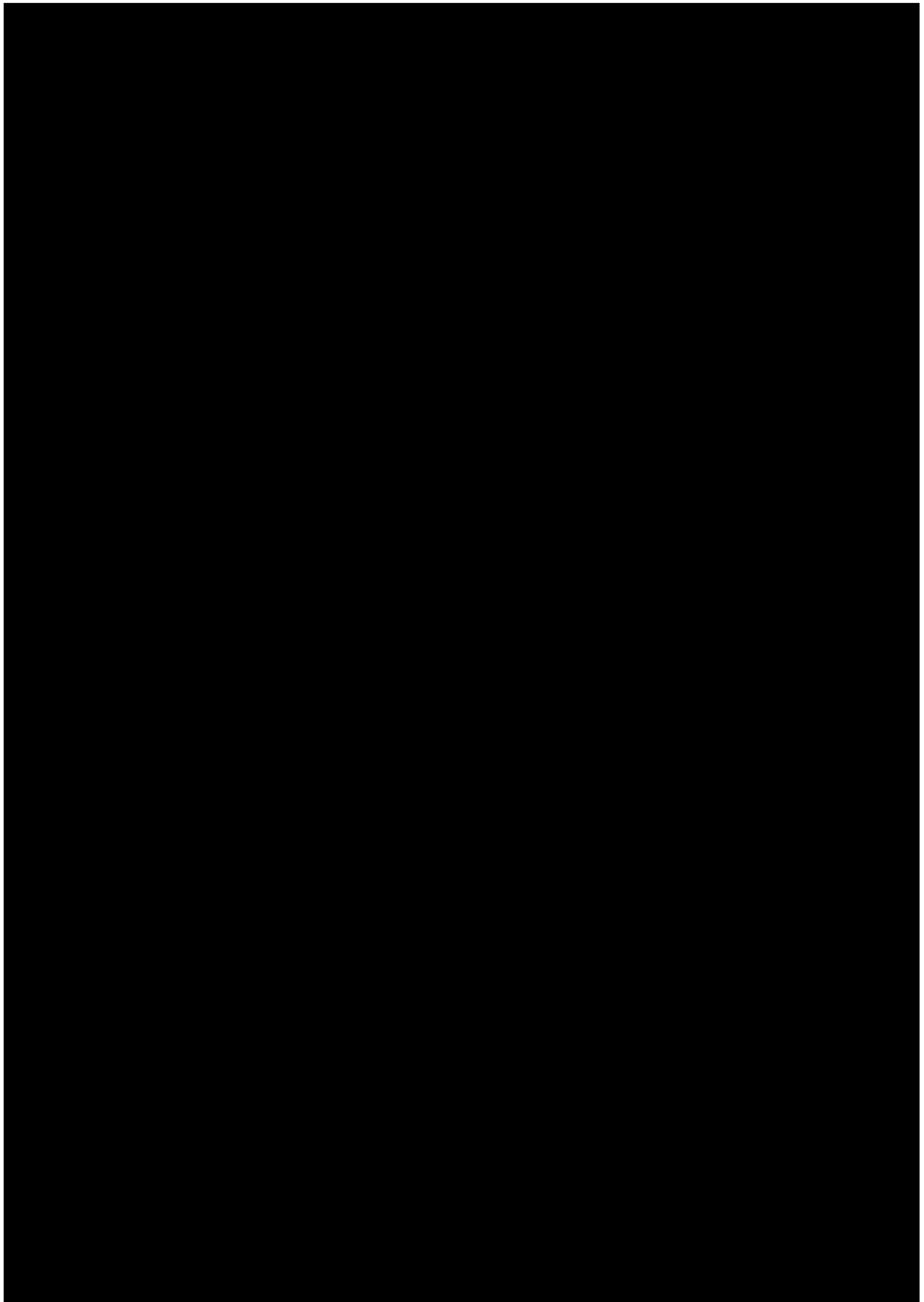


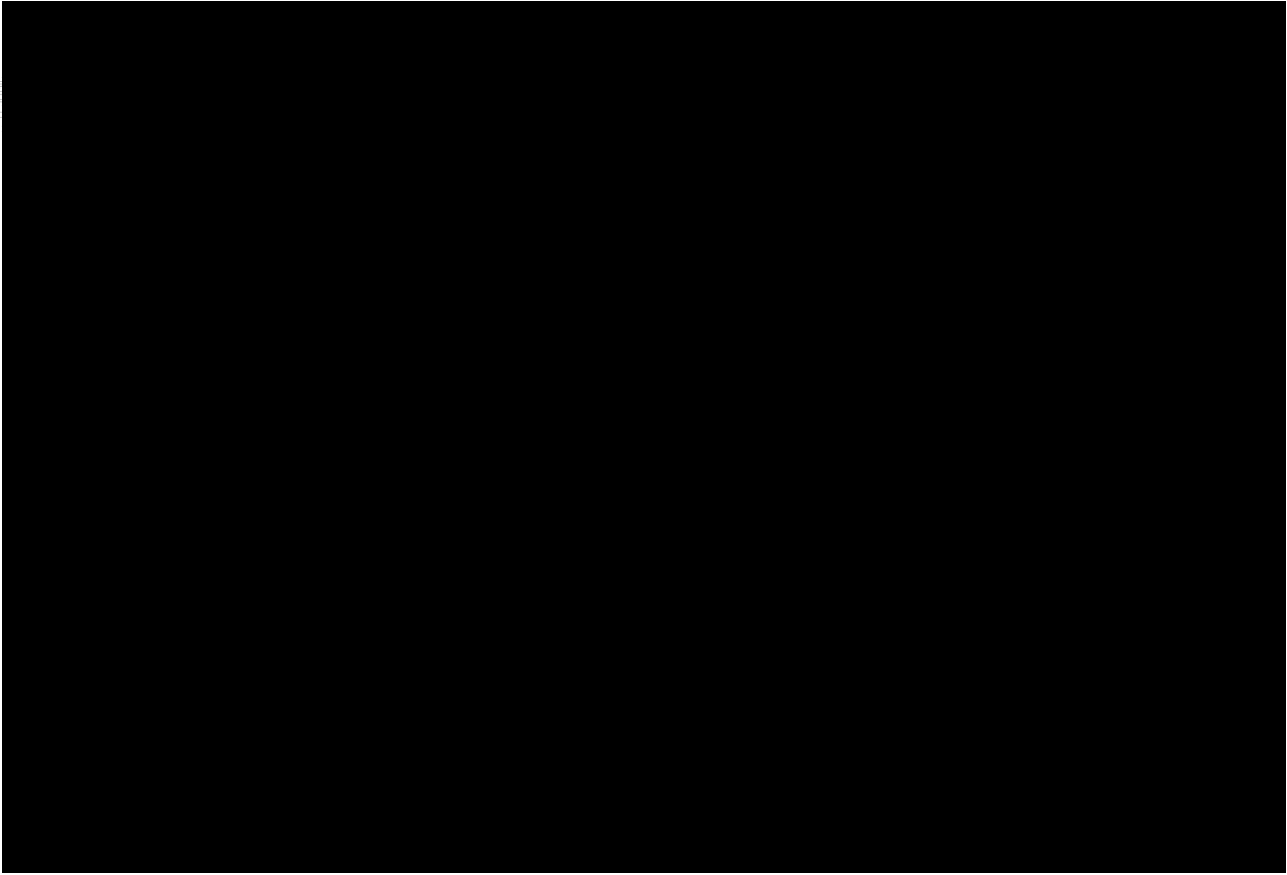


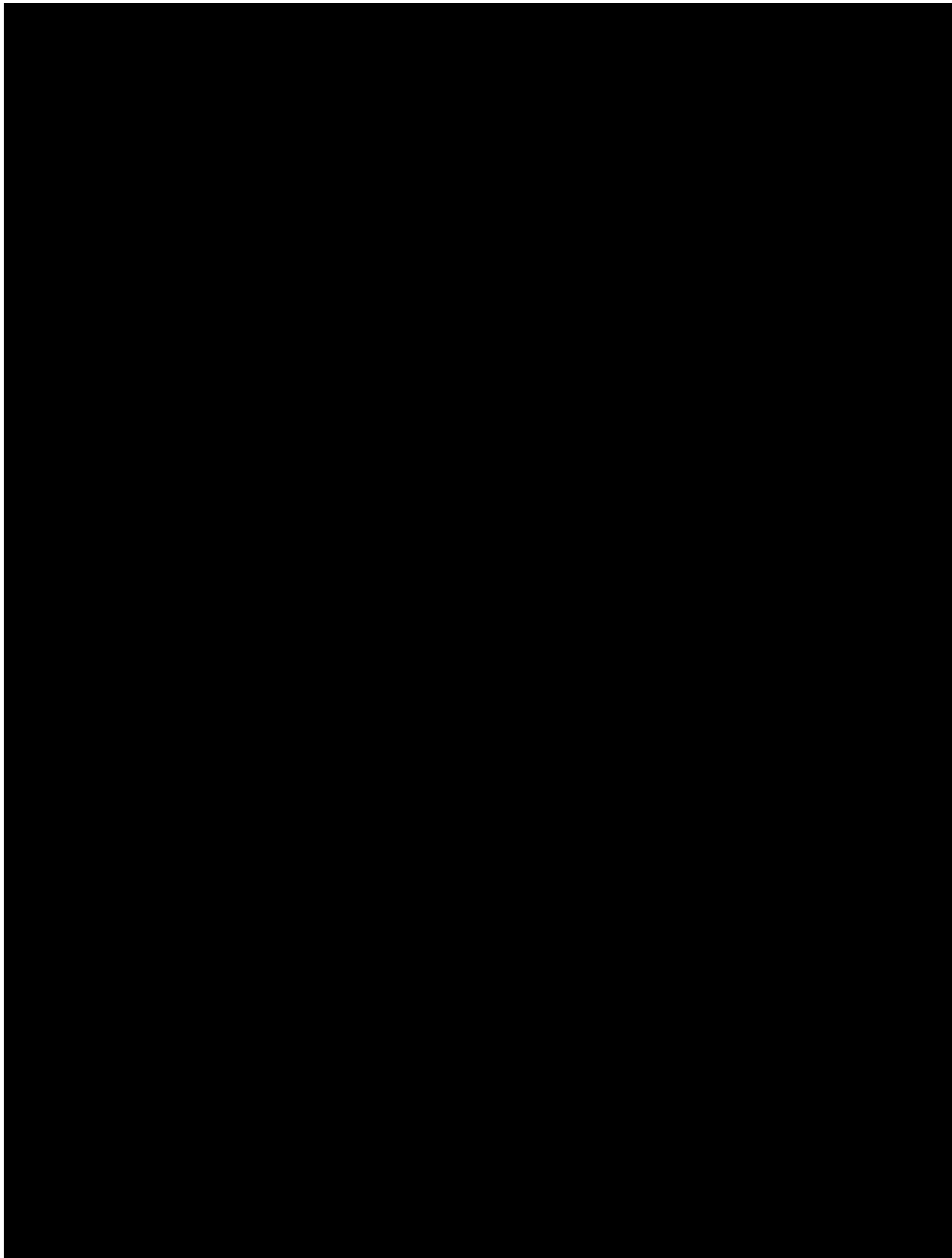




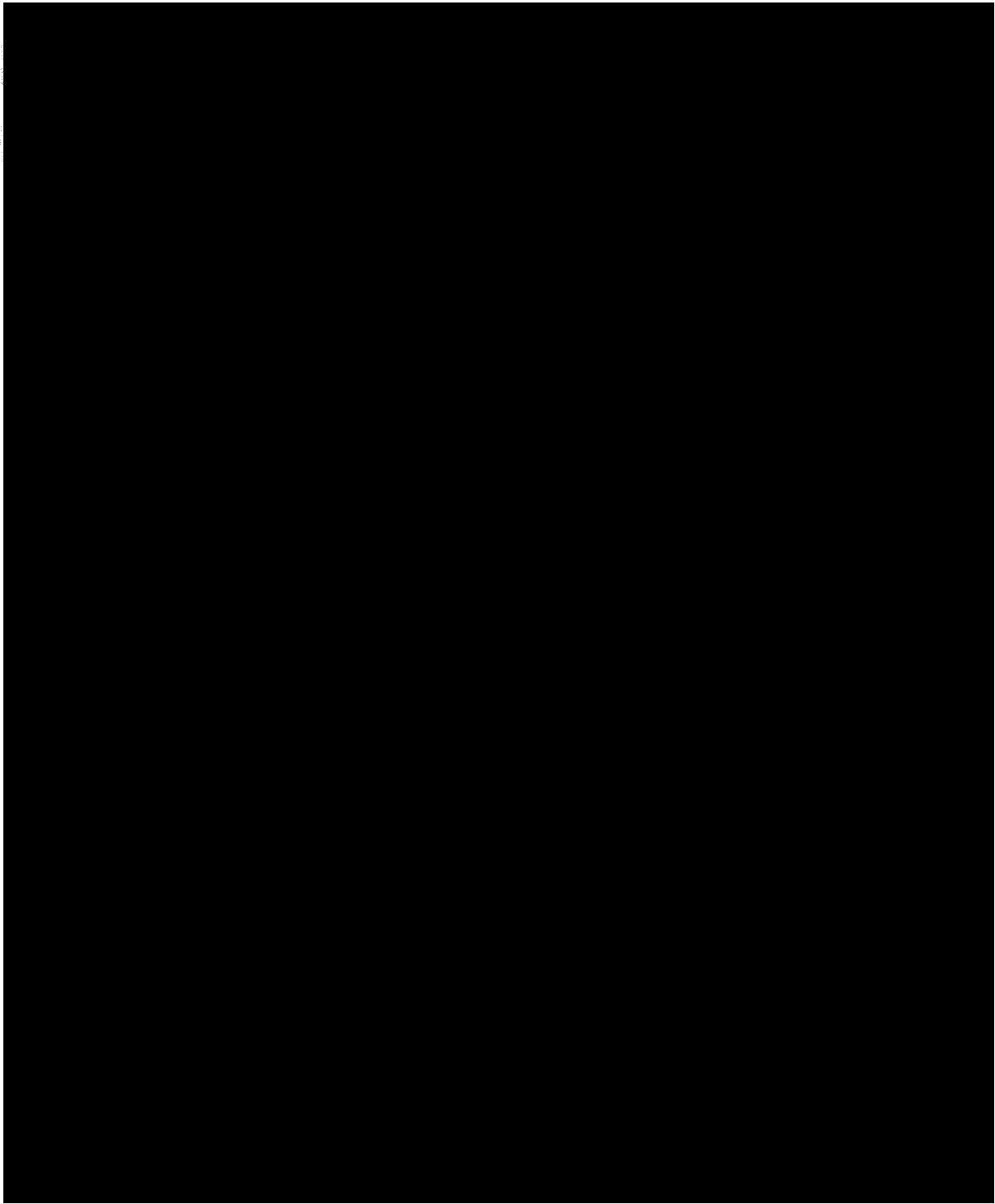




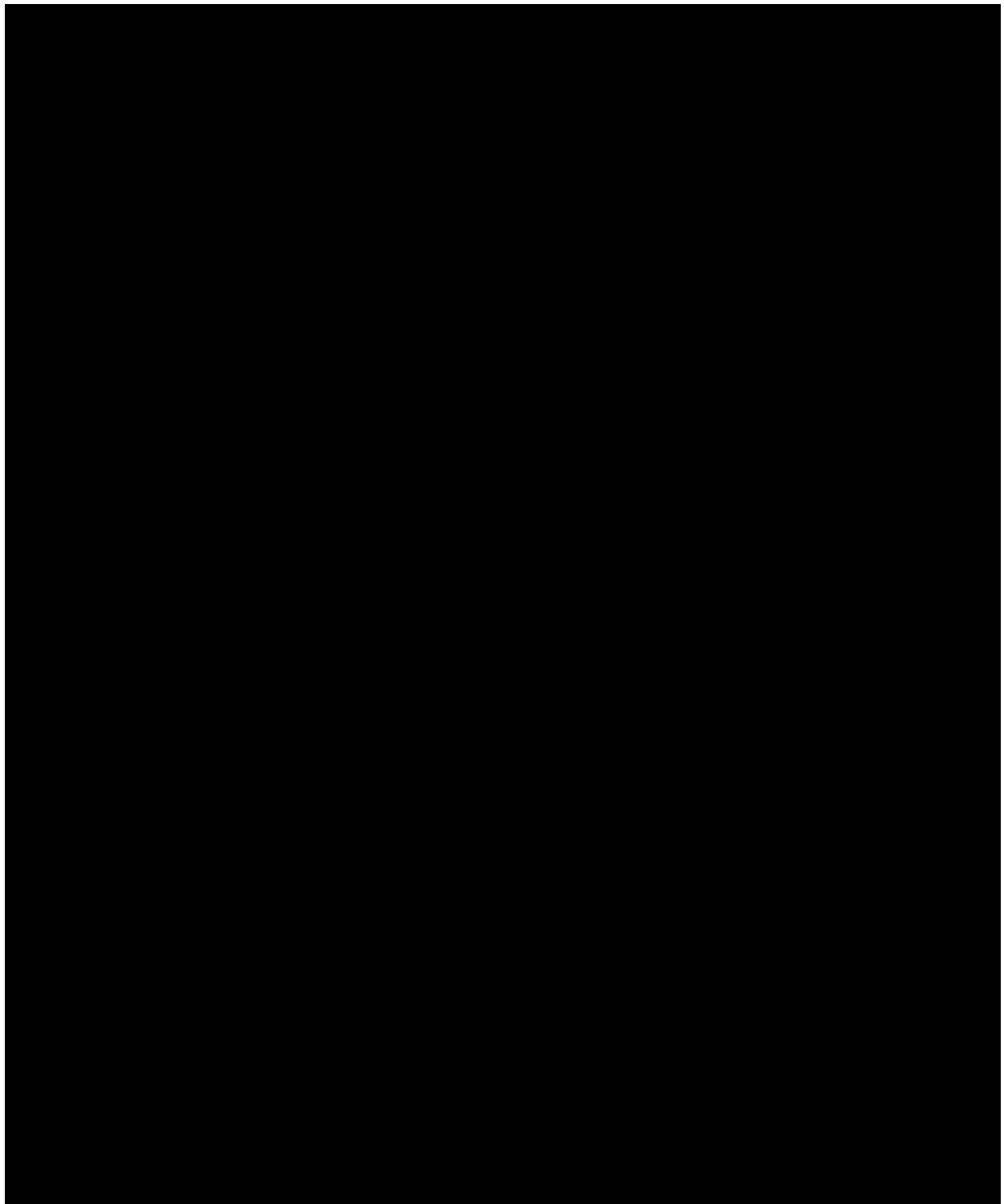


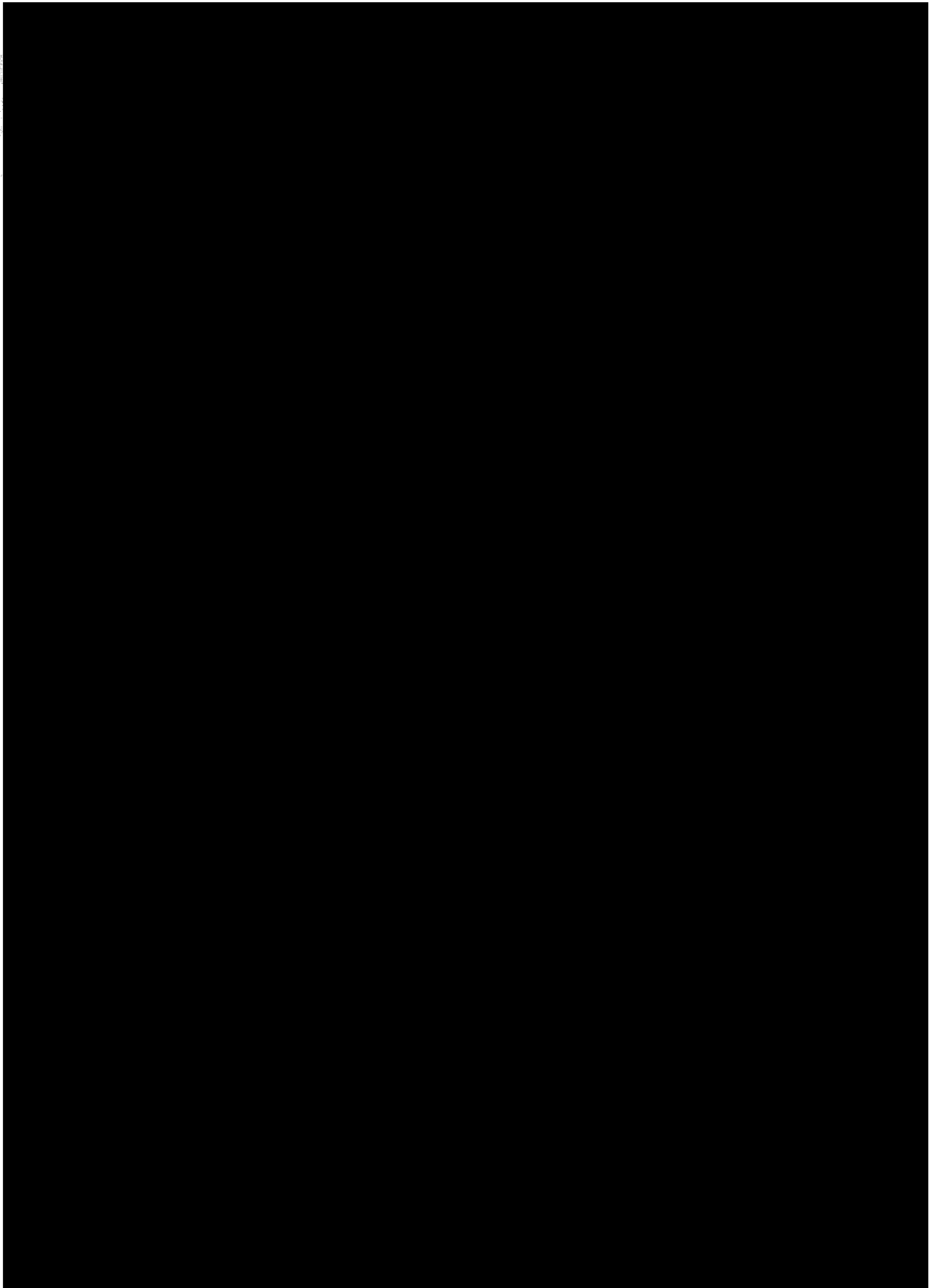


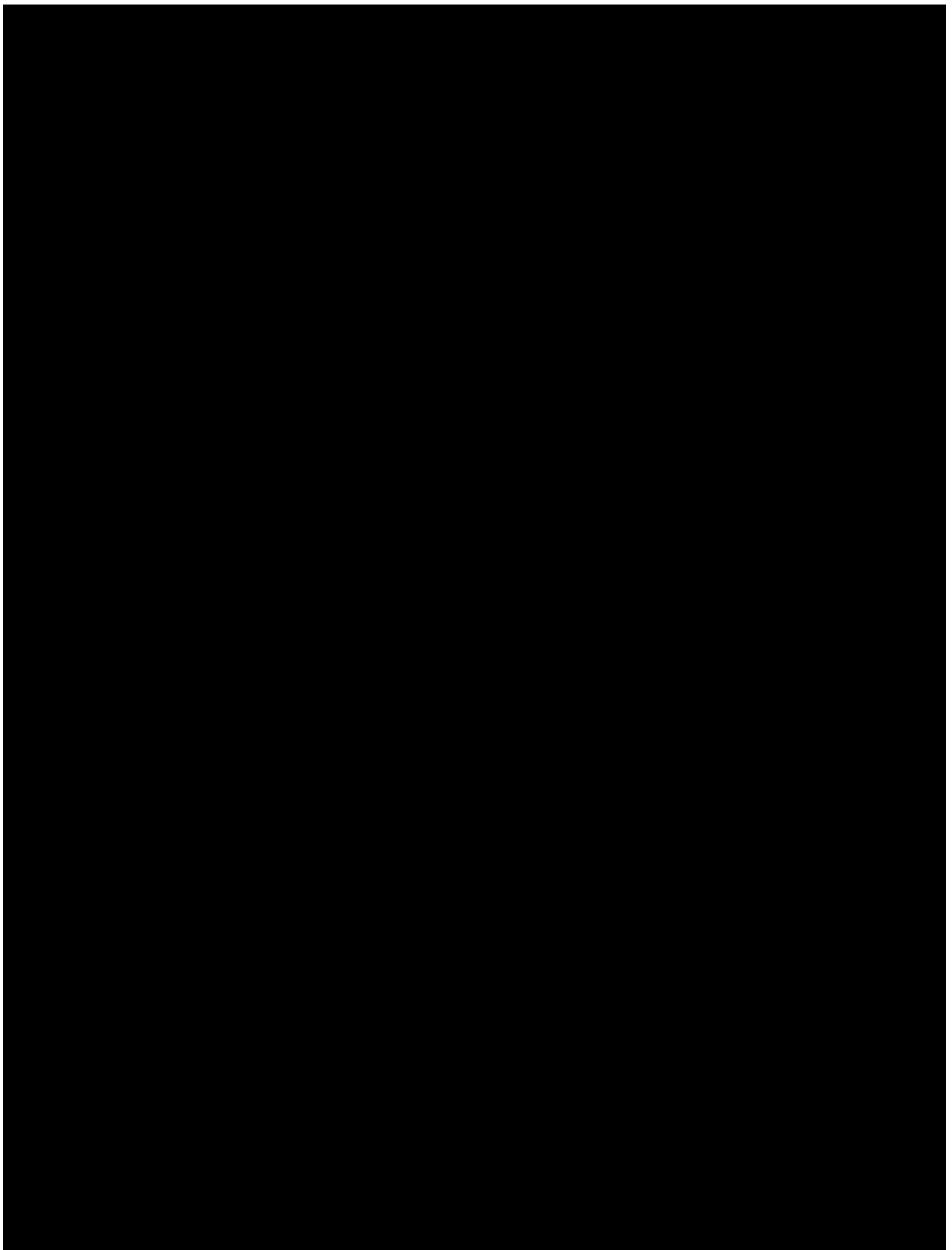
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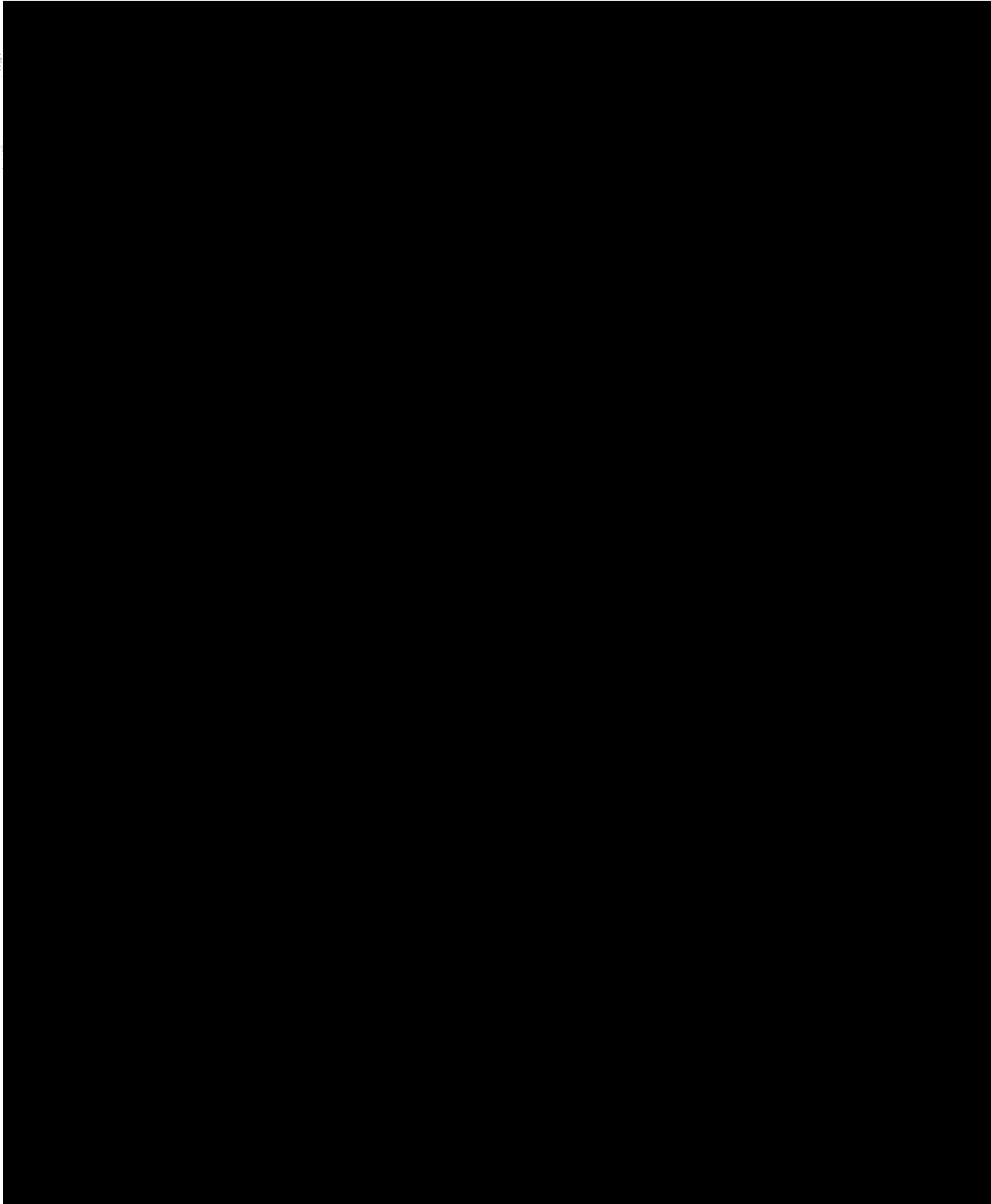


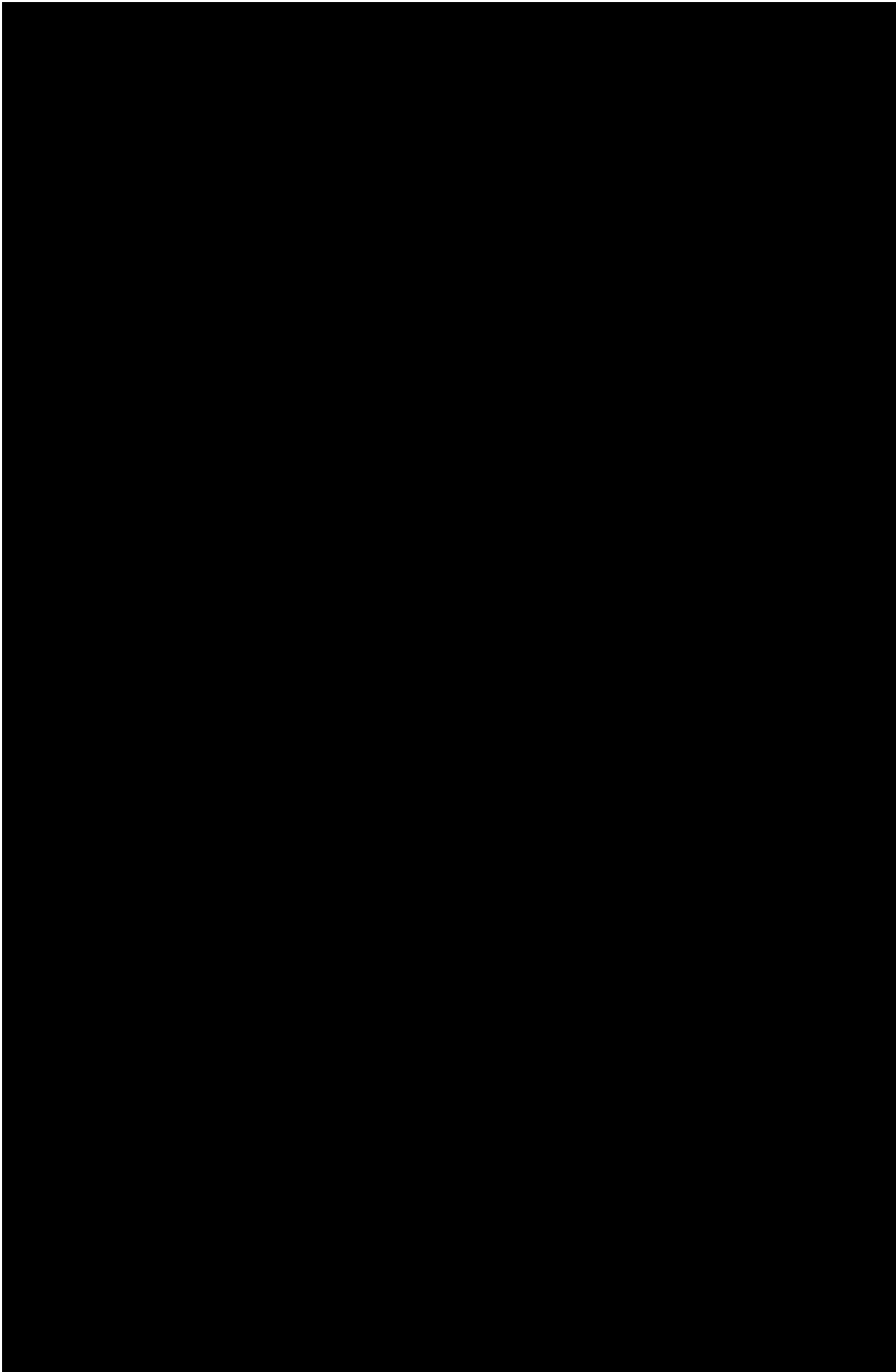


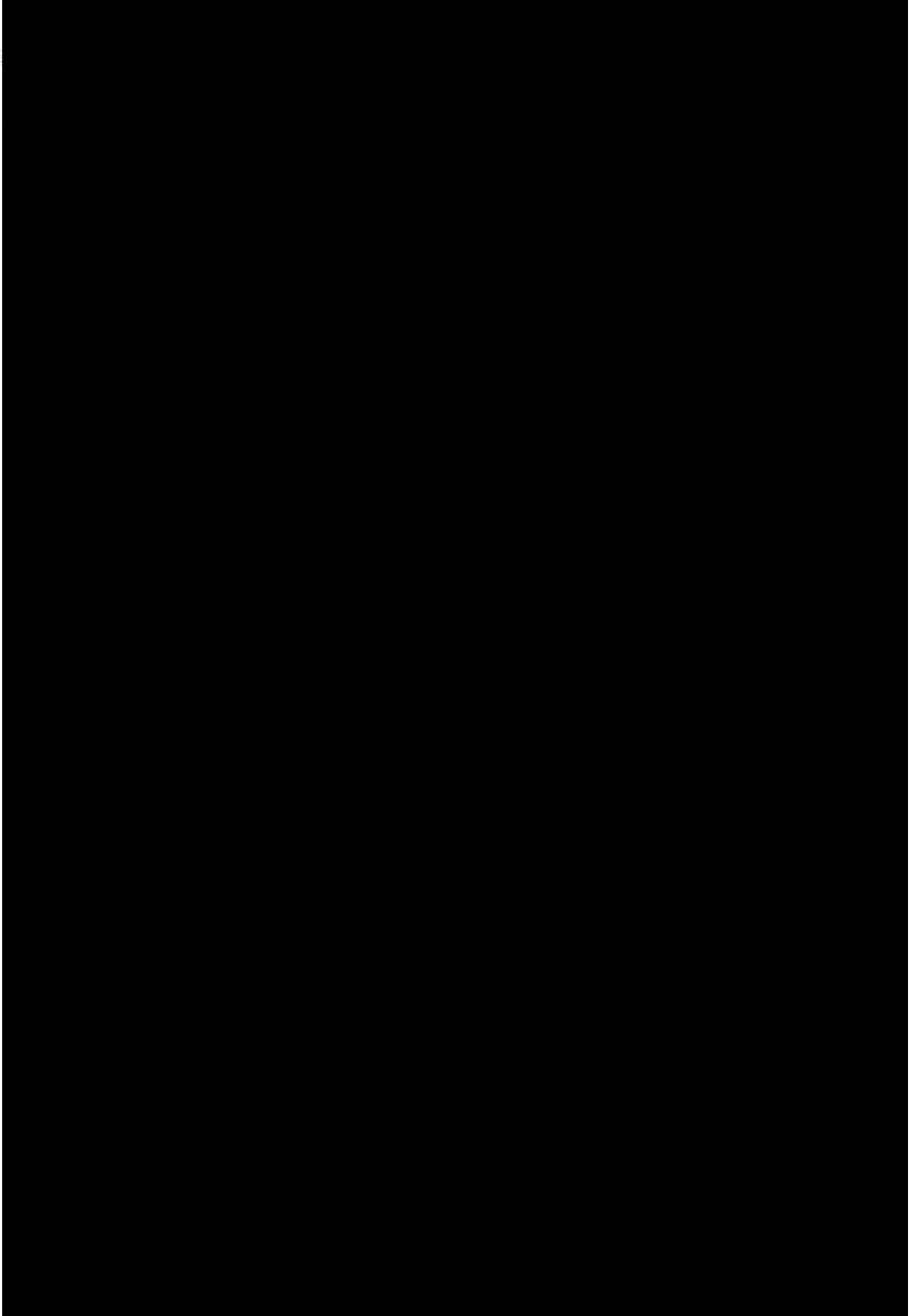


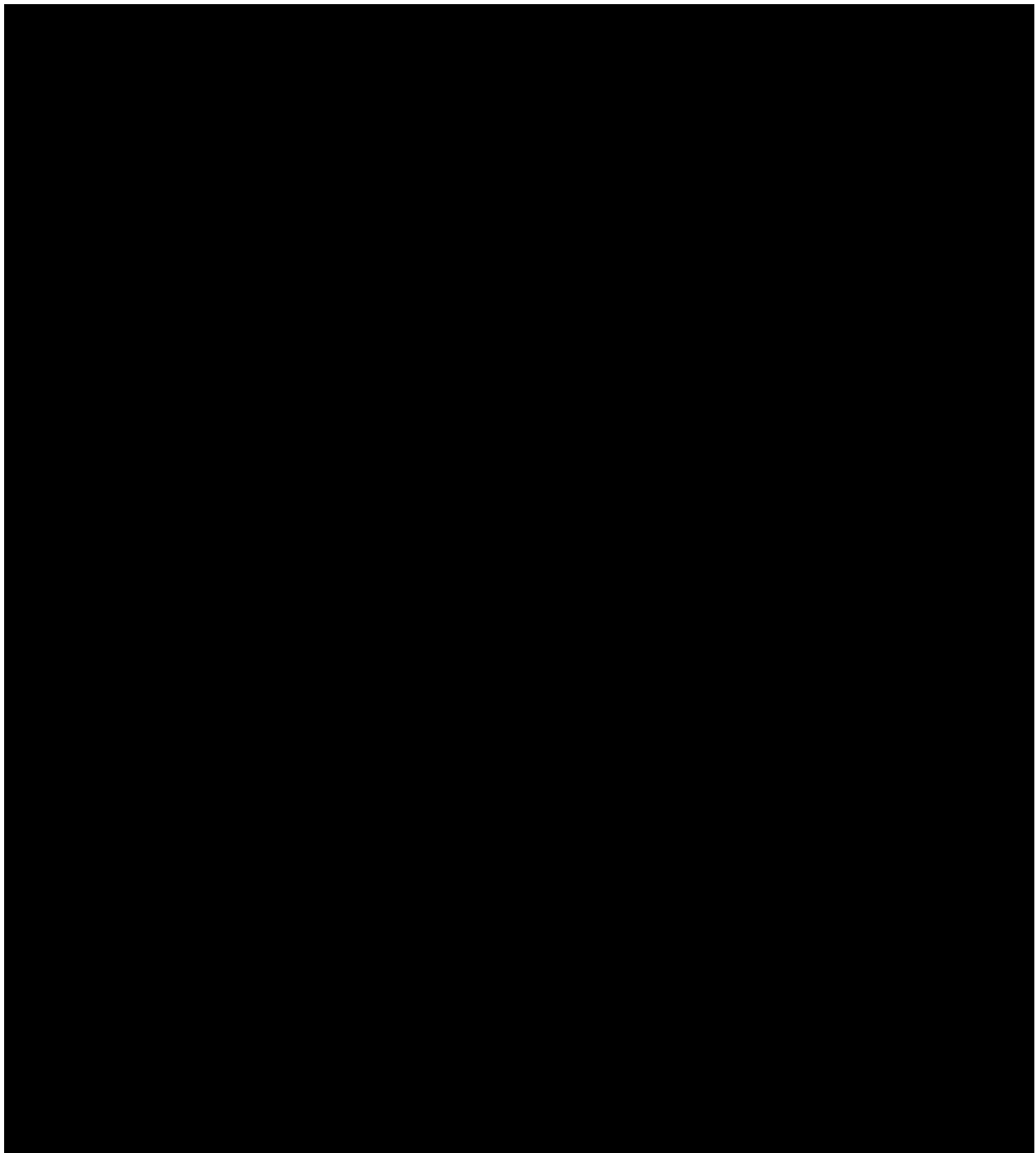






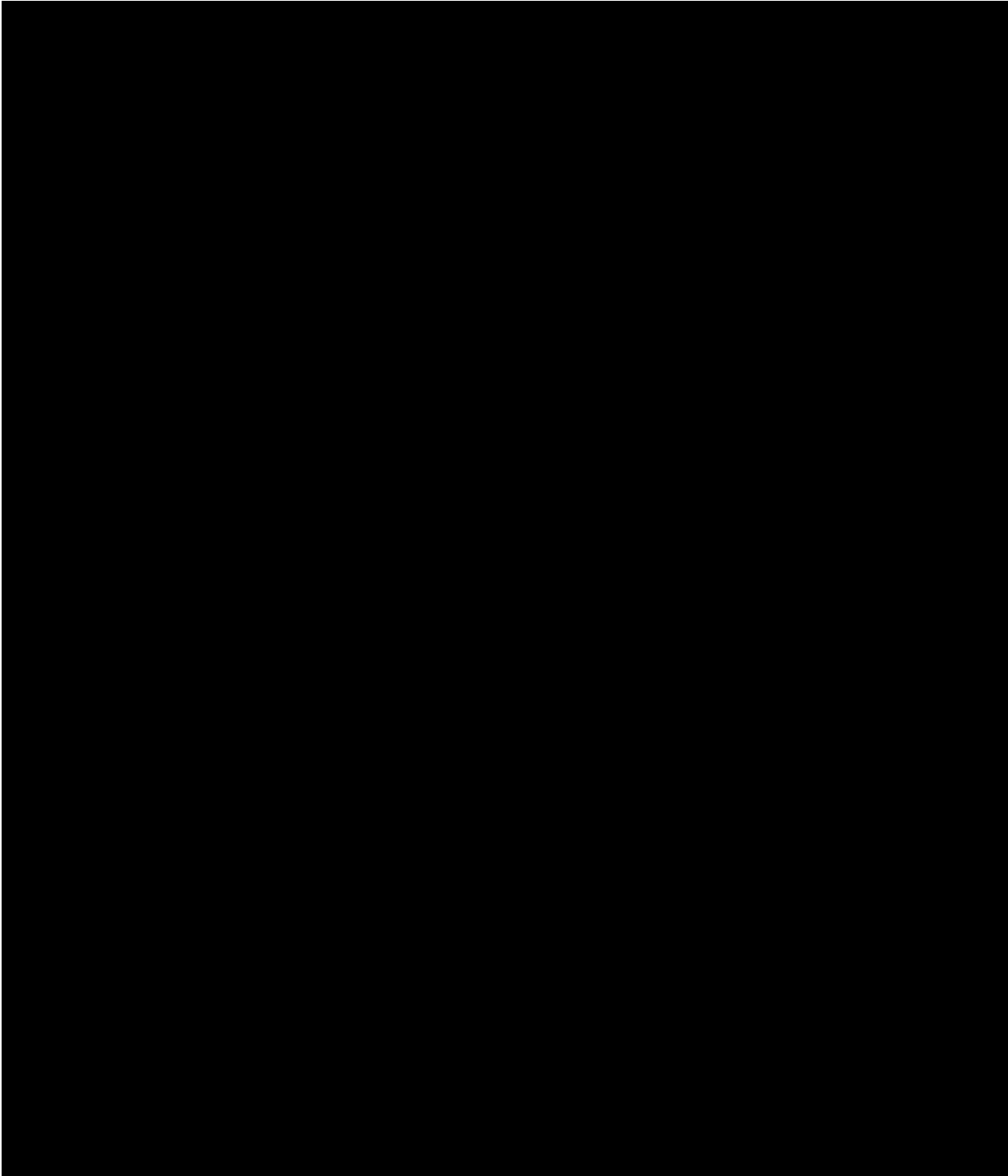




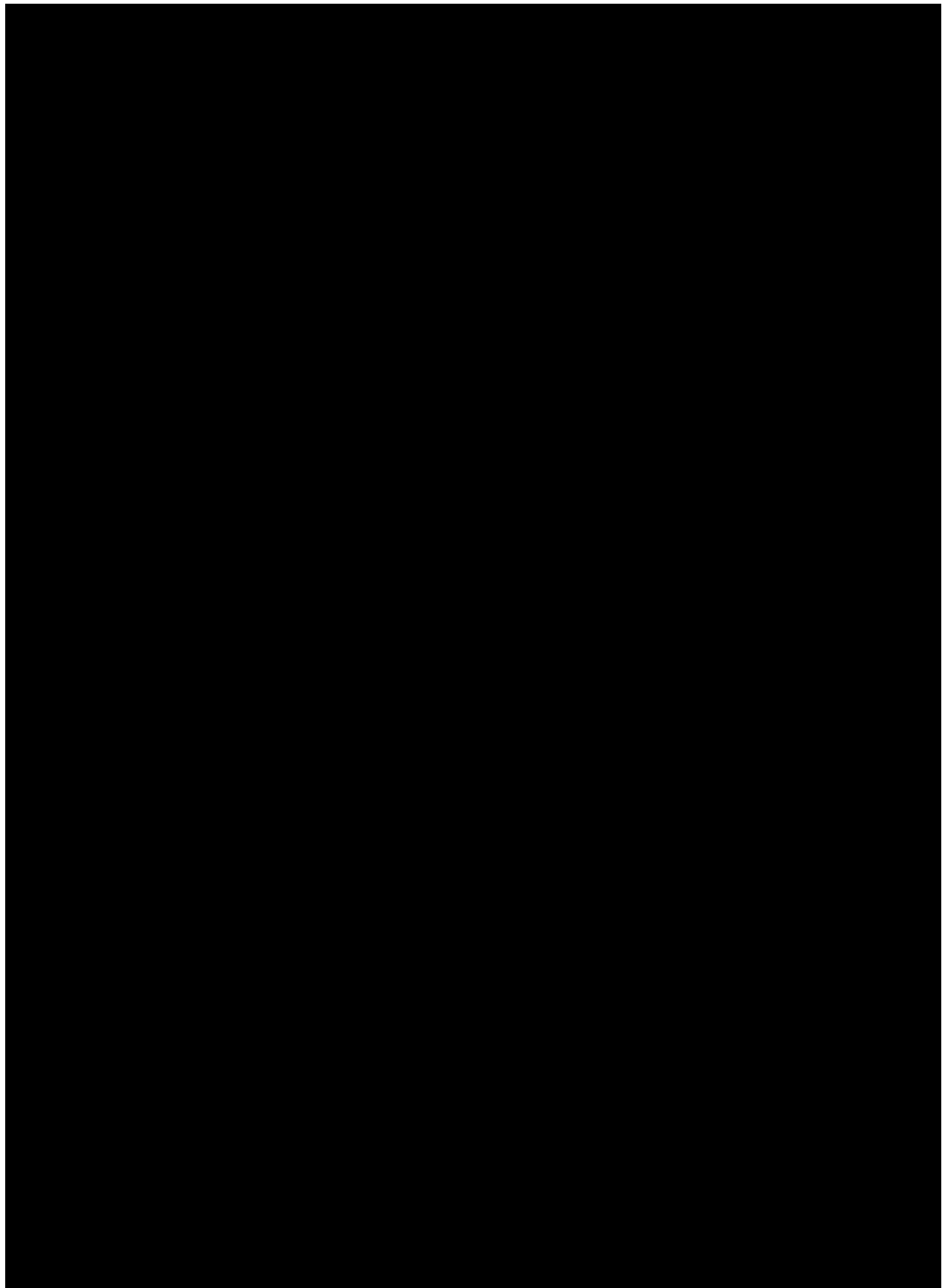


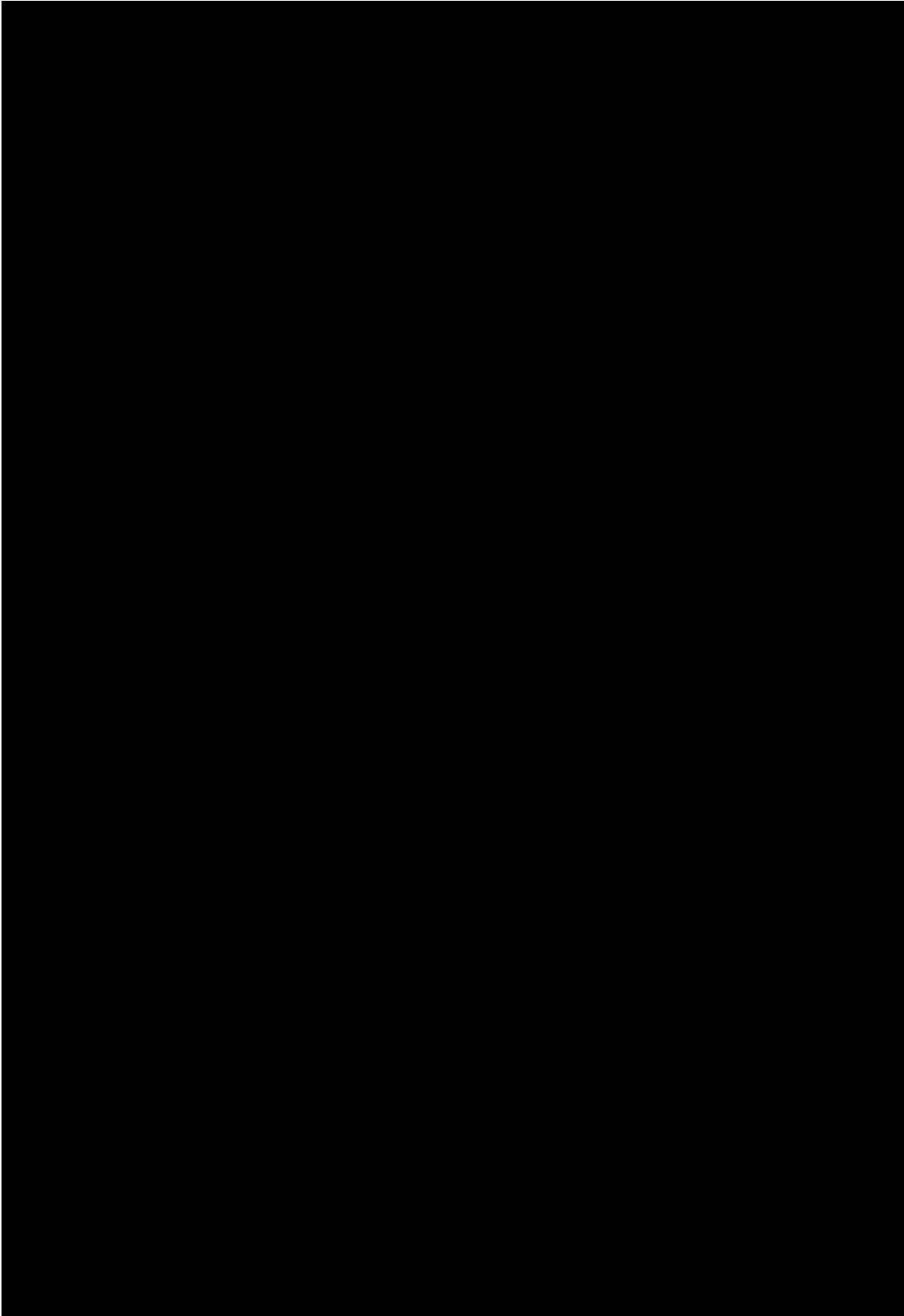


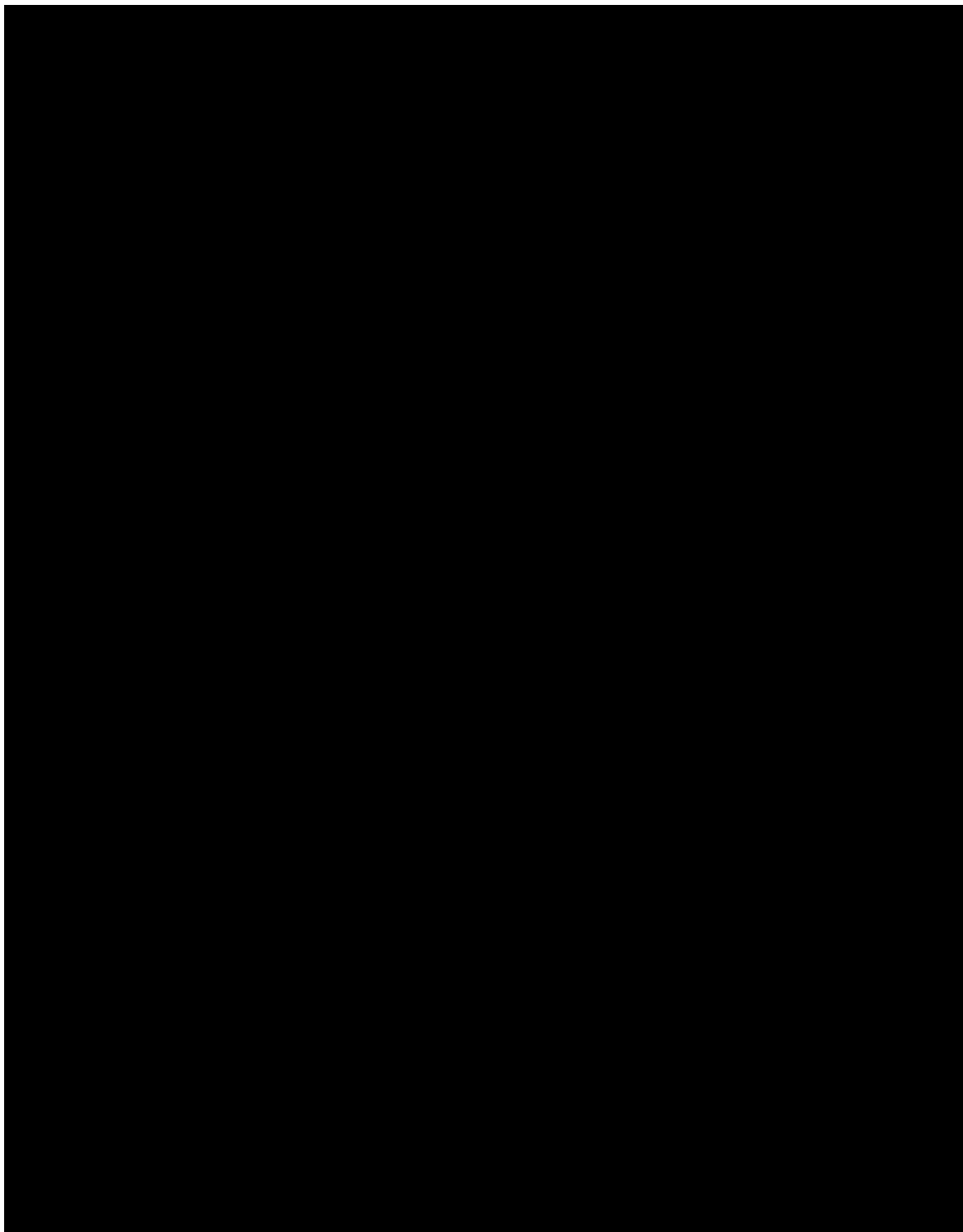














City of York Council  
Operation of York's Library Services

Method Statement 4

Facilities Management

Explore York Libraries and Archives Mutual Limited

Explore York have an agreed Service Level Agreement with City of York Council's Facilities Management Team (the Hard FM Provider) to carry out Routine and Planned Maintenance as illustrated below.

Note; this does not include ICT or Catering Equipment or Building Cleaning

The maintenance can be broken down into two main elements - Plant Maintenance and Building Fabric Maintenance.

### **Plant Maintenance**

This maintenance can be broken down into three elements.

#### Planned Preventative Maintenance

Planned Preventative Maintenance (PPM) includes annual maintenance and operational maintenance activities of equipment and plant to ensure the safe operation of the buildings and continuity of the service.

The Hard FM Provider arrange on behalf of Explore York for scheduled service visits to be carried out by competent and suitable contractors, to ensure that an item of equipment is operating correctly and to therefore avoid any unscheduled breakdown and downtime. As a minimum this includes

- Statutory and Mandatory items
- Business Critical items such as ICT cooling

Other items that may be included are any systems or pieces of plant that may impact on the Business or Service.

#### Corrective Maintenance

Corrective maintenance is required if a piece of equipment is broken and needs to be repaired or replaced. Sometimes this type of maintenance may be highlighted following a service visit or be reported by site staff. Properly Services FM will provide a price to Explore for any repairs and if agreed will then action the work.

#### Emergency Maintenance

Emergency maintenance is when a piece of equipment has broken down or failed and needs to be fixed right away. The Hard FM Provider offer a 24/7 callout service, in the event of an emergency. Normal response time for non urgent repairs will be within 24 Hrs. Where repairs are more critical we will aim to get a contractor to site within the day.

### **Management of the Service**

All services offered by the Hard FM Provider can be accessed via the central Facilities Helpdesk. The Helpdesk is staffed by the team between 08:00 and 17:00 Monday to Friday.

Outside these hours telephone calls will be redirected to the out of hour's team.

### **Service Standards**

The Hard FM Provider team is a dedicated, multi-disciplined team of professional and time-served mechanical and electrical engineers and building surveyors, along with experienced facilities management and support officers.

The team has been helping to manage the Authority's property portfolio including schools, leisure facilities, libraries or Council offices, for over 30 years.

They provide:

- a dedicated facilities helpdesk for all service/breakdown calls, which will be staffed between 8am and 5pm Monday to Friday by the operations staff. Outside of these hours, calls will be handled by our out of hours team who are trained to escalate calls as required.
- trained staff who are trained in health and safety and can manage regulatory issues
- where possible notification of when contractors are due at sites.  
  
where this is not possible, they will insist that the contractors contact sites directly to arrange a date and time for the service visit.
- a team that has excellent knowledge of Explore York's portfolio.
- the benefit of using third party contractors for competitive rates for work as a result of pooled purchasing power.
- management of contractors ensuring quality and compliance with legislation.
- direct links to a project team for all Explore York's project requirements using in-house technical specialists.
- a dedicated Contract Manager who will arrange to meet with the Explore York representative on a quarterly basis to review the quarterly invoice and any service issues that have arisen. The contract manager will also be available to help resolve any issues arising that cannot be resolved by the day to day team.



### **Building Fabric Maintenance**

Under the current Service Level Agreement, Explore York also have direct access to the Authority's Property Design team comprising senior architect, building surveyors, technologists and clerk of works. All members of this team are very experienced in all building matters, ranging from reacting quickly to resolve the more urgent problems that arise to evaluating longer term maintenance strategies for the building portfolio.

The building team as a whole possesses an extensive knowledge of not only the existing library buildings, but also the wider York built environment, so are able to provide expert advice from specific building fabric details to supporting Explore with realising their wider aspirations in providing a contemporary library service within a historical context. Many of the current library buildings are either Listed Buildings or located within Conservation Areas and the Property Services in house team provide specialist support for Explore York in finding the most appropriate and sensitive solutions in this historic environment.

Building fabric reactive maintenance is carried out under one of three established methods –

- minor day to day problems reported to the Helpdesk who organise the remedial works either with the CYC direct works or local reputable contractors
- more significant issues reported to the Helpdesk are referred to the Building team manager and one of the Building Surveyors appointed to visit site, inspect the problem, advise on the best solution, organise quotations from experienced local contractors and oversee/inspect the remedial works on site
- larger longer term maintenance problems are referred to the Building team manager who will assess the requirements and recommend a feasibility study or investigation be undertaken to look at all options and establish the best way forward with associated cost estimates to inform high level decision making and funding

Should the recommended remedial works under the last option be approved and funding obtained, the Hard FM Provider can manage the whole process on behalf of Explore York including production of fully detailed drawings and specification, obtaining any required approvals (i.e. Listed Building Consent), ensuring all Health & Safety matters are addressed, procurement of the works (with cost and quality evaluation of all submitted tenders), inspection of the works on site to ensure appropriate standards are maintained and agreeing/signing off final payments to contractors.

## Explore York Libraries and Archives Mutual Limited

In addition to reactive building maintenance, the Hard FM Provider team can provide the following services to support Explore York in planned, preventative maintenance

-

- Full building condition surveys can be arranged which will identify any major works required to the fabric of the buildings, i.e. roofing works, structural work, mechanical and electrical works
- Preparation of a 5-year programme for the building maintenance to prioritise the works, highlight more urgent needs and advise on any implications on service disruption
- Provide advice on all Health & Safety matters including client duties under the Construction (Design and Management) Regulations 2015 to ensure compliance
- Liaison with other parties such as Planning, Conservation and Building Control to ensure all necessary approvals are obtained
- Provide financial advice on any proposed works, including initial estimates, associated fees, investigating the most economic solutions, ensuring best value through the procurement process and agreeing final accounts with contractors
- Advise on the need for any specialist contractor/supplier, make recommendations based on previous experience on who best to consult and incorporate any specialist requirements into the overall project documentation

### **Asset Renewal**

The Hard FM Provider have been directly involved with the Explore York vision since its inception within Authority over 10 years ago, when Acomb Library was extended and updated to form the first of a number of Explore facilities that have transformed the whole library experience within the city.

The Hard FM Provider design team were originally approached by Library Services to support them in a new initiative to improve the city's library service and bring the facilities in to the 21<sup>st</sup> century. This vision for the new libraries included –

- Open, transparent and welcoming appearance
- Child friendly and inclusive facilities
- Cafe at the forefront of the public interface
- Greater emphasis on IT and access to the internet
- Wider community use with bookable meeting and activity rooms

Following the extension and improvement works to Acomb Explore and the subsequent success and undoubted popularity of the new library experience, further Explore Libraries have since been developed, including major works to the York

## Explore York Libraries and Archives Mutual Limited

Explore Central Library and this has succeeded in completely reversing the previous trend of reduced numbers using of the libraries.

The success and popularity with both the central and branch Explore libraries has not only created much need community hubs for local residents, but has also led to increased funding being made available for much needed maintenance works that will help preserve the building fabric and prolong the life of the buildings for generations to come.

A recent example of this is the redevelopment of the former Burnholme Community College site, which, following the closure of the school in 2014, the premises was falling into disrepair with most of the buildings remaining vacant. In addition, the existing nearby Tang Hall Library was costing the authority significantly in ongoing reactive maintenance on the building. Consequently, the decision was made to develop a new community hub on the Burnholme site and at the heart of the new centre would be the Explore library relocated from the Tang Hall site. Significant investment by CYC has resulted in state of the art library facilities that opened in June 2018 and is already attracting significant use and proving extremely popular with the local community as part of the overall Health and Wellbeing site development.

### **Fees and Charges**

The list of maintenance items and costs is agreed annually and a fee agreed between Explore York and the Hard FM Provider to provide this service

For any minor repair or remedial work that requires a technical input from Property Services the time will be covered within the fee.

For repairs that become a project requiring an input, a fee will be charged.

For jobs with design/technical input, a fee will be charged once agreed as a percentage of the cost of the project.

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City of York Council

Operation of York's Library Services

Method Statement 5

ICT Refresh

Explore York Libraries and Archives Mutual Limited

## **ICT Refresh Method Statement**

### **Roles & Responsibilities**

Explore Senior Management Team: ultimate responsibility for ensuring devices are refreshed

CYC ICT Desktops team: project management, tech lead, security lead

Explore E-Services Librarian: business input into design & planning, user acceptance testing & signoff, comms

### **Process**

#### **1. Identify Need**

Identify refresh needs is a standing item at regular CYC ICT / Explore contract management meetings. For staff, public and learning PCs the five year refresh cycle determines timing. Other factors include products being end-of-lifed, developing business needs, or new legislation.

#### **2. Initiate project**

Explore and CYC ICT agree broad scope, budget, milestones and outcomes, and CYC ICT contract manager passes the project to an allocated CYC ICT project lead.

#### **3. Design stage**

CYC ICT and Explore work together on identifying the right solution, with CYC ICT leading and Explore's E-Services Librarian providing input from the business (e.g. customer consultation, usage figures, advice from other libraries). This stage may involve hands-on testing of trial devices from suppliers. CYC's security team and infrastructure team will be involved in ensuring that the solution is compatible with the estate, and poses no data security risks. Chosen solution is signed off by Explore's Leadership team.

#### **4. Project plan**

Having defined the solution, the CYC ICT Project Lead is able to propose a detailed project plan including dates for testing and roll-out. Process takes into account risk management, comms, staff documentation and training etc.

#### **5. Testing & roll-out**

The process varies but principle is to minimise customer disruption. Wherever possible upgrades happen outside opening hours. Usually the first library is used as a live test for a few days before rolling out further in case of unanticipated consequences. The new solution is closely monitored for a few days after the rollout is complete, and feedback is collected as appropriate. CYC tech lead remains the direct contact for any problems during this period.

## Explore York Libraries and Archives Mutual Limited

### 6. Signing off

After mutually agreed sign-off, Explore staff are informed that the project is complete and support reverts to general CYC ICT methods. The asset register is completed for insurance and asset management purposes. Any defunct hardware is disposed of by CYC ICT using Weee compliant methods. Explore undertake marketing as appropriate.

### 7. Reflection

At the next Explore CYC ICT contract meeting, the agenda will cover project evaluation including (as relevant) usage figures, lessons learned, and next steps if appropriate.

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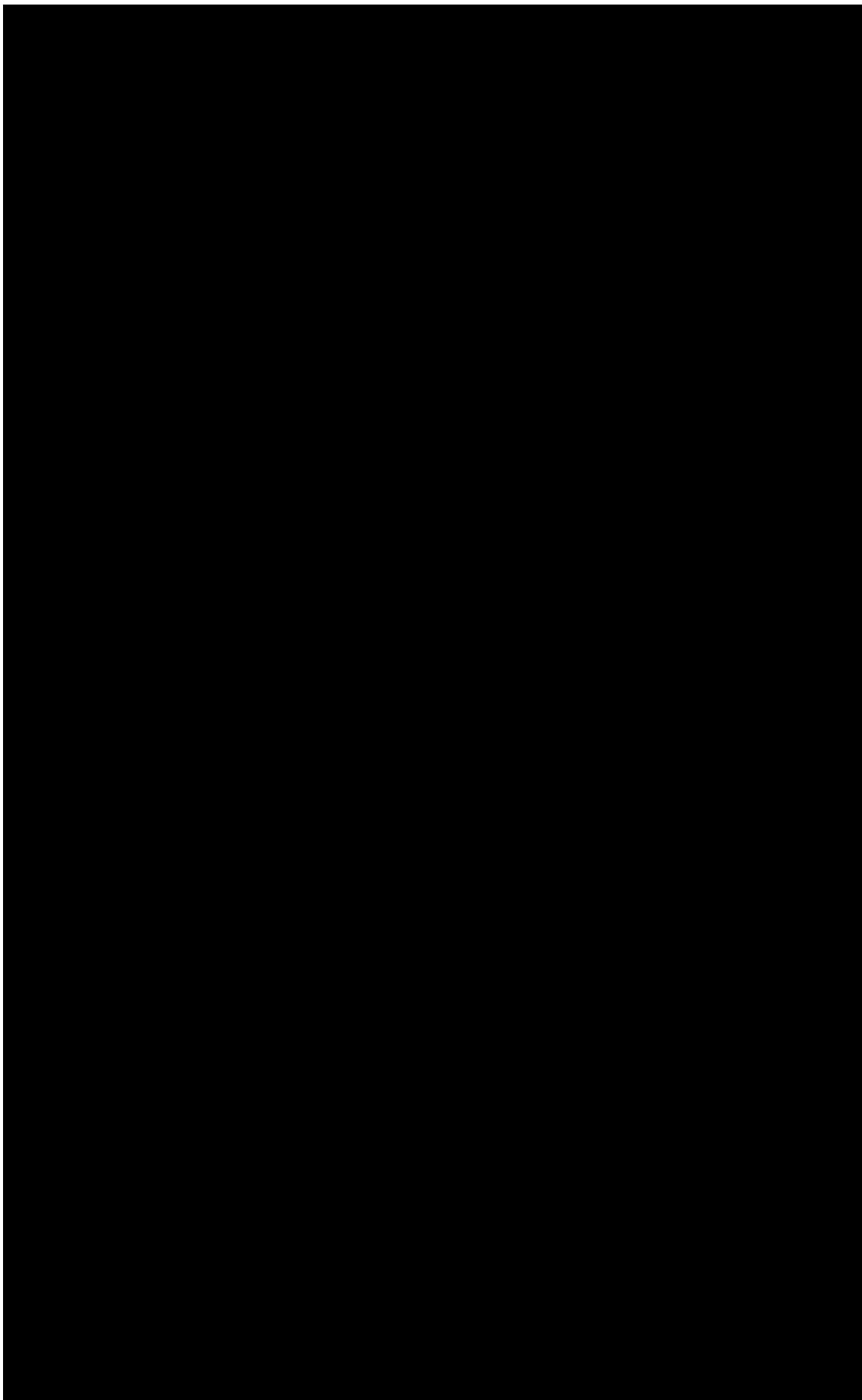
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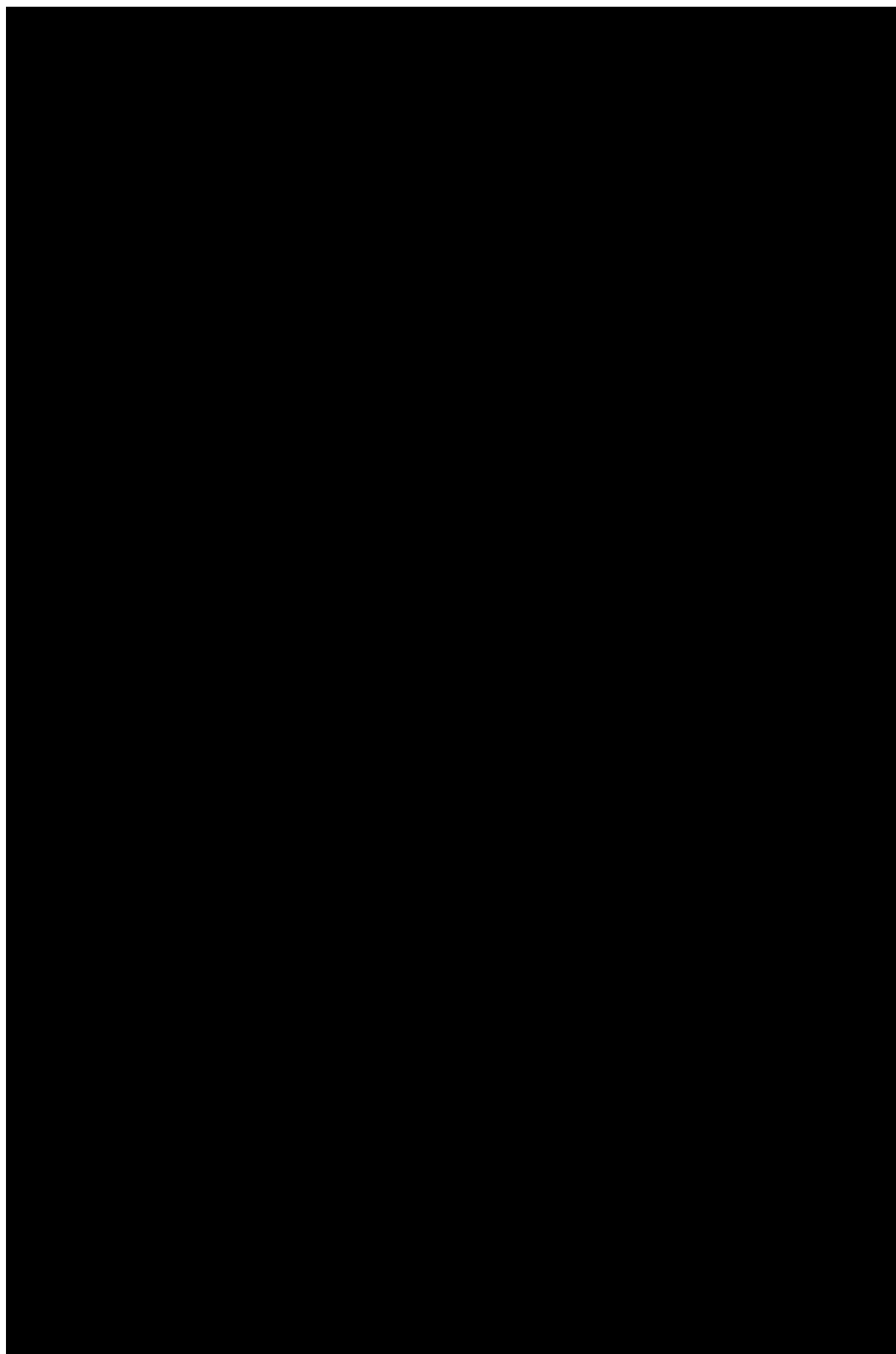
Operation of York's Library Services

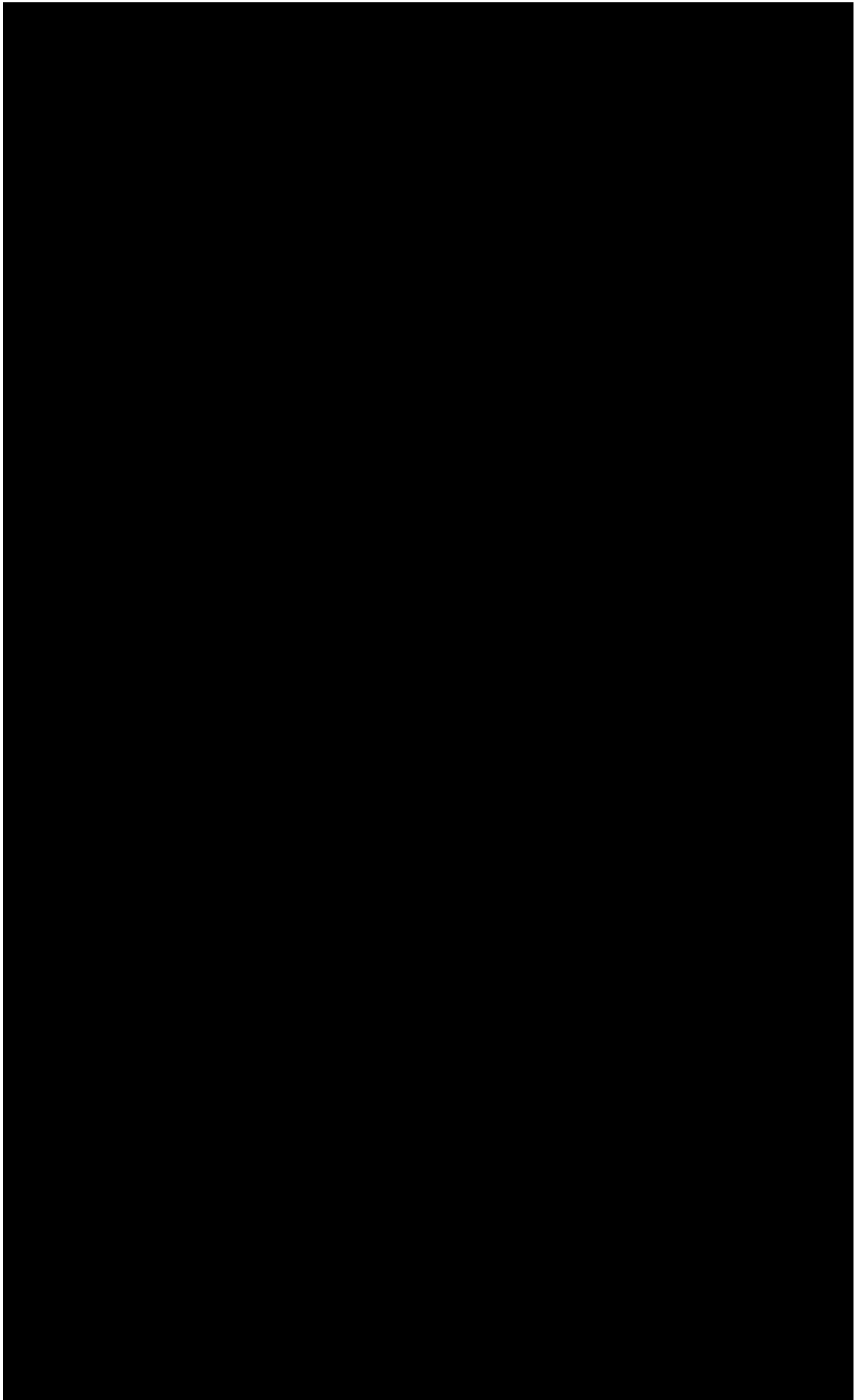
Method Statement 6

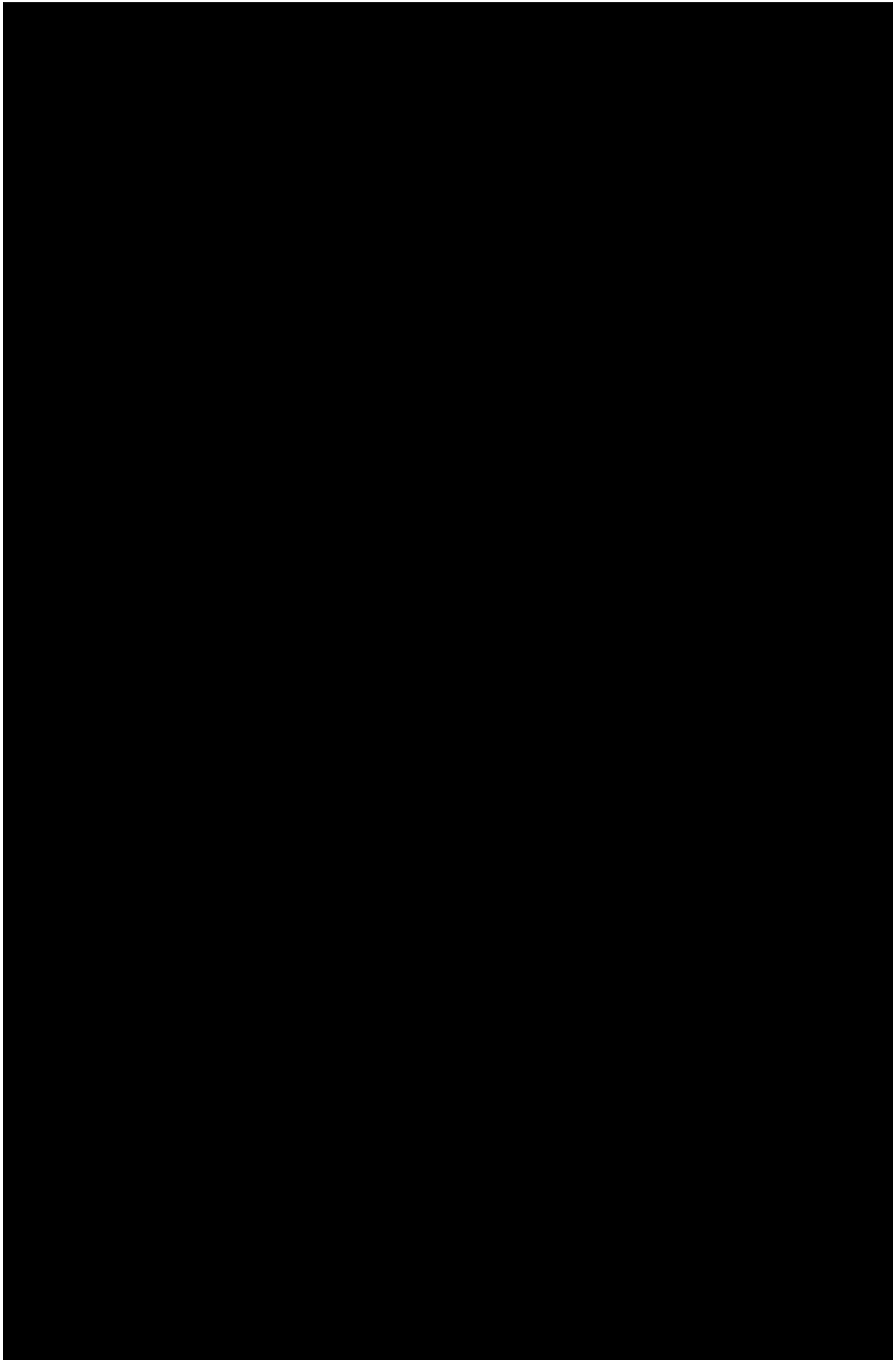
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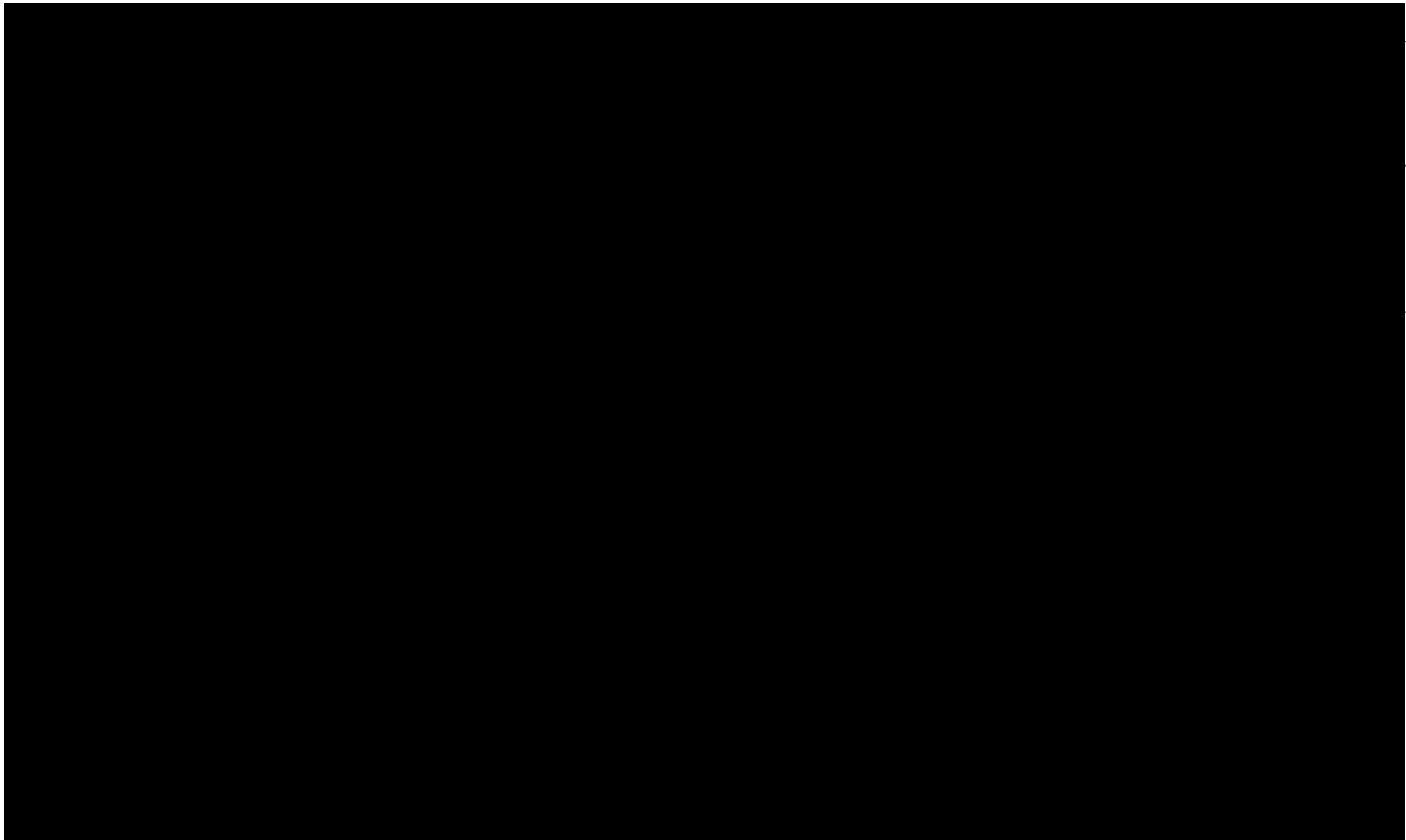
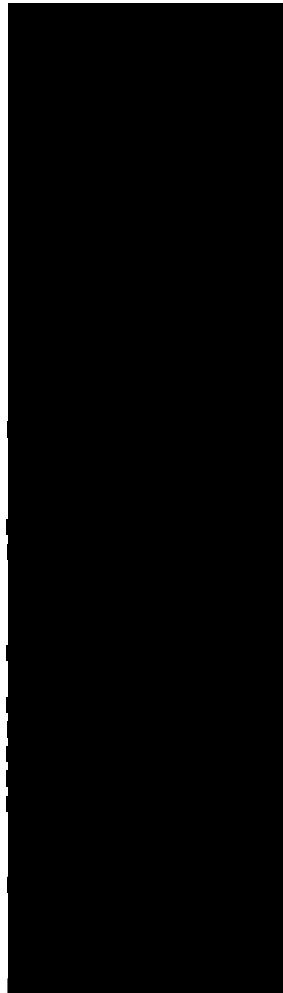
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**Explore York Libraries and Archives Mutual Limited**

**Forecast Balance Sheet**

**Fixed Assets**

31/03/2019 31/03/2020 31/03/2021 31/03/2022 31/03/2023 31/03/2024 31/03/2025 31/03/2026 31/03/2027 31/03/2028 31/03/2029 31/03/2030 31/03/2031 31/03/2032 31/03/2033 31/03/2034



Explore York Libraries and Archives Mutual Limited/Explore Enterprises Limited

Combined Cash Forecast

<u>Y/e</u>	<u>31/3/20</u>	<u>Y/e</u>	<u>31/3/21</u>	<u>Y/e</u>	<u>31/3/22</u>	<u>Y/e</u>	<u>31/3/23</u>	<u>Y/e</u>	<u>31/3/24</u>	<u>Y/e</u>	<u>31/3/25</u>	<u>Y/e</u>	<u>31/3/26</u>	<u>Y/e</u>	<u>31/3/27</u>	<u>Y/e</u>	<u>31/3/28</u>	<u>Y/e</u>	<u>31/3/29</u>	<u>Y/e</u>	<u>31/3/30</u>	<u>Y/e</u>	<u>31/3/31</u>	<u>Y/e</u>	<u>31/3/32</u>	<u>Y/e</u>	<u>31/3/33</u>	<u>Y/e</u>	<u>31/3/34</u>
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