Part B

General Information and Specification

Framework Agreement
for the provision of E-Audio books
for Somerset County Council on behalf of the LibrariesWest Consortium

Ref: DN524729

Commercial and Procurement Team
Somerset County Council
County Hall
Taunton
TA1 4DY
commercialandprocurement@somerset.gov.uk

Improving Lives

www.somerset.gov.uk

Contents

1 Introduction and Background Information

1.1 Procurement Procedure

The Authority is inviting Bids from Applicants in response to the Find a Tender Service Contract Notice identification number **2021/S 000-005203** dated **15 March 2021.** This procurement is for the provision of an E-Audio Book Service through a multiple supplier framework for Somerset County Council as the lead authority on behalf of the LibrariesWest Consortium.

The procurement process that the Authority has selected is the Open Procedure in line with the Public Contracts Regulations 2015, which means that all Applicants that submit a Bid shall be evaluated in accordance with the criteria and process outlined within Part C Selection and Award of these Procurement Documents and the information contained within it shall be used by the Authority as the means to conclude a Framework Agreement.

At the conclusion of the Award stage, the intention is to rank the Applicants in terms of their Overall Weighted Score and to appoint a maximum of five (5) highest scoring Suppliers to the Framework.

The Supplier submitting the Most Economically Advantageous Tender (MEAT) will then be directly awarded the Contract for the provision of E-Audio Books without the need for Further Competition and will become the Nominated Supplier. The Nominated Supplier will be contacted first for all requirements as part of this Framework Agreement and will be expected to deliver all requirements detailed in this specification from the contract commencement date.

If the Nominated Supplier is unable to supply the required E-Audio titles from their library of resources, the second placed supplier will be contacted to supply. If the second placed supplier is unable to supply, the third placed supplier will be contacted and so on. If no suppliers on the framework can supply the required titles, the Authority/other contracting authority reserves the right to approach any supplier in the market. Further information is included in the Service Specification in part 2 below.

Where there is more than one (1) Applicant in first place in terms of Overall Weighted Score the Nominated Supplier will be the provider with the highest score for Price.

Where there is more than one (1) Applicant in fifth (5th) place, then all such Applicants will be awarded a place on the Framework Agreement. To further illustrate this point please refer to Example 1 below.

However, in the event that the ranked list of five (5) Applicants includes two (2) or more Applicants with joint scores, the number of Applicants to whom a place on the Framework

Agreement will be awarded will not be increased to include the Applicant/s at sixth (6th) place as per Example 2 below.

Example 1

Supplier	Score	Status
One	84%	Awarded a place on the Framework Agreement
Two	83%	Awarded a place on the Framework Agreement
Three	81%	Awarded a place on the Framework Agreement
Four	78%	Awarded a place on the Framework Agreement
Five	76%	Awarded a place on the Framework Agreement
Six	76%	Awarded a place on the Framework Agreement
Seven	60%	Unsuccessful
Eight	52%	Unsuccessful

Example 2

Supplier	Score	Status
One	85%	Awarded a place on the Framework Agreement
Two	83%	Awarded a place on the Framework Agreement
Three	83%	Awarded a place on the Framework Agreement
Four	81%	Awarded a place on the Framework Agreement
Five	78%	Awarded a place on the Framework Agreement
Six	65%	Unsuccessful
Seven	60%	Unsuccessful
Eight	52%	Unsuccessful

Somerset County Council (the Authority) is conducting this procurement process for the purpose of enabling Somerset County Council Library Service to offer a joint service with our partner authorities in the LibrariesWest Consortium, and any other named Authorities as described in paragraph 1.3 below.

1.2 Contract Period

The Framework Agreement is due to commence on:

1 August 2021 to **31 July 2024**

For a period of 3 years with the ability to extend for an additional period of 1 year
For avoidance of doubt, the maximum duration of this Framework Agreement, including permitted extensions will be until **31 July 2025**

> **Call off arrangements**
>
> The length of the call-offs should be appropriate and proportionate for the goods/services in question. Individual call offs awarded during the framework period may continue beyond the end of the framework arrangement (in line with Recital 62 of DIRECTIVE 2014/24/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL)

This procurement process will follow a clear, structured and transparent process to ensure that a fair and level playing field is maintained at all times, and that all Suppliers are treated equally.

1.3 Eligible Users of the Contract

The LibrariesWest consortium is a partnership between the following UK public library authorities:

- Bath & North East Somerset
- BCP (Bournemouth, Christchurch & Poole)
- Bristol
- Dorset
- North Somerset
- Somerset
- South Gloucestershire

This Framework is being established by the Authority on behalf of all authorities within the LibrariesWest Consortium and any other named authorities listed here at the time of contract commencement:

- Gloucestershire County Council (GCC) *

The Authorities have resolved to work together to procure one or more framework contracts for the provision of E-Audio Book services. GCC will confirm their intent to the Authority within 30 working days following completion of the evaluation of tenders whether GCC wishes to:

- Enter into a contract jointly with the LibrariesWest Consortium;
- Enter into a separate contract on its own account;
- Not enter into a contract at all.

The contract(s) will need to be in place and the service(s) up and running for 1st August 2021 for the LibrariesWest authorities and by 1st August 2022 for GCC.

The Authority does not warrant that any or all of the Eligible Users to whom this Framework Agreement is open will utilise it for the purposes outlined within these Competition Documents for any or all of its related requirements.

The Authority will manage the framework on behalf of the partner authorities in the LibrariesWest consortium and may also provide this service to GCC pending outcome of the process. This will include, but not be restricted to, contract and performance management, and collection management.

For the avoidance of doubt, the Authority will enter into call off contracts under the framework on behalf of all authorities within the LibrariesWest Consortium. Individual authorities, forming part of the Consortium, will not enter into their own call off arrangements.

*Gloucestershire County Council who will have an express right to procure through the subsequent arrangements that will be established under the framework.

1.4 Procurement Timetable

The key dates for this procurement process are currently anticipated to be as follows:

Procurement Stage	Dates
Contract Notice Posted/ITT available on e -portal	**15 March 2021**
Deadline for the receipt of clarifications/ queries from Suppliers	**1 April 2021**
The Authority provide responses to bidders' clarifications	**8 April 2021**
The deadline for receipt of Bids	**14 April 2021**
Evaluation	**15 April 2021 to 23 April 2021**
Supplier demonstrations	**Mid April dates TBC**
Notify suppliers of time of demonstrations	**15 April 2021**
Notify Suppliers with the outcome of the process	**21 June 2021**
Notice of Framework Establishment	**30 June 2021**
Implementation commences with Nominated Supplier	**1 July 2021**
Call off Contract Start Date with Nominated Supplier	**1 August 2021**

Please note that the above timescales are indicative; the Authority reserves the right to change the above timetable at any time, taking in to account the complexity of the Contract and the time for drawing up Procurement Documents, subject always to the minimum

timescales in the Regulations. In particular the Authority may in its absolute discretion extend the deadline for the receipt of Bids and in such circumstances the Authority will notify all Applicants of any change.

1.5 Authority Representatives

No person in the Authority's employ or other agent, except as so authorised by the Authority Authorised Officer or Procurement Representative, has any authority to make any representation or explanation to Applicants as to the meaning of the Contract or any other document or as to anything to be done or not to be done by Applicants or the successful Applicant or as to these instructions or as to any other matter or thing so as to bind the Authority.

Contact Details	
Procurement Representative	Name: Nena Beric Address: Somerset County Council, County Hall, Taunton TA1 4DY e-mail: nberic@somerset.gov.uk

1.6 Demonstrations

1.6.1 Objectives

Bidders are required to deliver a live demonstration of a fully functional system, in support of their Tender submission. Bidders should hold the **15, 16, 19 and 20 April 2021** for demonstrations which will be held virtually. The Authority's preferred delivery method is Microsoft Teams. If a Supplier is unable to use Microsoft Teams we may be able to use an alternative. Applicants will be notified via the E-Tendering system by the end of **15 April 2021** of the start time for their demonstration.

For the avoidance of doubt, please be aware that demonstrations will be used to help us evaluate Quality Question 2 – (Demonstration of End User Interfaces), contained within **Appendix C1 – E-Audio Books Quality Questions** and will be individually scored.

1.6.2 Format

The demonstration will be attended by members of the LibrariesWest Consortium and Gloucestershire County Council, who make up the evaluation team. Each demonstration may be followed by clarification questions from the evaluation team. A member of the Authority's Commercial and Procurement Team will be present to facilitate all aspects of the demonstration to ensure fairness and coordinate the evaluation. Each demonstration will take the following format and timing:

60 minutes	Demonstration of the solution(s). Bidders are to provide a step by step demonstration of your products to show how an End User would do the following, using both the website and the app: • Log on to access the service, with reference to the secure authentication method used and the data flow. • Search for e audio books by a range of different search types (e.g. title, author, keyword, narrator or genre) and identify which titles are immediately available to be checked out. • Checkout an e audio book and download it. • Renew a checked-out e audio book. • Reserve an e audio book that is currently checked out to another End User. • Make use of any additional features, including those referenced in A6 above. • Please describe any processes you have in place to ensure your service is future proofed to ensure compatibility with any new devices that may emerge in the market, and any planned developments to enhance the End User Interfaces.
30 minutes	Clarification Questions and Answers
Applicants will be required to leave the virtual meeting and the Authority's Commercial and Procurement Team will then facilitate the evaluation panel to conclude their scoring.	

1.6.3 Instructions

Please note the following instructions about the demonstration:

- Applicants may use any visual aids or props to assist them in responding to the question/s and delivering the demonstration;
- Applicants must ensure that their demonstration content can be delivered within the timings specified. Applicants will be asked to stop when the time runs out regardless of the content left to be delivered;
- The Authority also strictly asks that on the day of the demonstration that Applicants do not enter into any discussions with any member of the evaluation panel (outside of the demonstration itself);
- Please note that all demonstrations will be recorded.

As due notice of the demonstration has been provided to Applicants in these Competition Documents, dates will not be changed due to Applicants' availability unless a need to amend the procurement timetable emerges.

Non-attendance may result in an Applicants' Bid being disqualified where the demonstration forms part of the Quality evaluation and therefore where it is a requirement that Applicants deliver a demonstration as part of their Submission.

2 Specification

2.1 Introduction

LibrariesWest is a consortium of seven public library authorities in the South West of England with a combined resident population of 2,492,900. Details of how the consortium operates can be found at www.librarieswest.org.uk

LibrariesWest, along with Gloucestershire County Council, is looking to establish a multi supplier Framework Agreement for the supply of a hosted platform (website and app(s)) and E-Audio book content. The framework will be managed by Somerset County Council as the lead authority for the LibrariesWest consortium.

2.2 Scope

The LibrariesWest consortium is a partnership between seven UK public library authorities listed below including population figures:

Authority	Population
Bath & North East Somerset	193,300
BCP (Bournemouth, Christchurch & Poole)	395,300
Bristol	463,400
Dorset	378,500
North Somerset	215,100
Somerset	562,200
South Gloucestershire	285,100
Total	**2,492,900**

Source: CIPFA Actuals 2019/20

The population for the area covered by Gloucestershire County Council is 637,100.

The framework will operate for an initial period of 3 years, with an option to extend for one further period of 1 year. The contract(s) will need to be in place and the service(s) up and running for 1st August 2021 for the LibrariesWest authorities and by 1st August 2022 for Gloucestershire County Council.

Anticipated volume of business

Based on performance of the current contract, the data below provides an indication of the volume of business conducted within the named authorities.

Authority	Anticipated Annual checkouts including renewals (based on Jan to Dec 2020 figures)

Bath & North East Somerset	39,000
Bournemouth, Christchurch & Poole	60,000
Bristol	84,000
Dorset	78,000
Gloucestershire	103,000
North Somerset	38,000
Somerset	104,000
South Gloucestershire	44,000
TOTAL	**550,000**

The indicative number of volumes expected to be purchased per year is in the range of 4,500 to 8,000.

The Authority undertook a market engagement exercise to build upon its knowledge of the market in preparation for this procurement exercise and requested details of the range of exclusive unabridged E-Audio book content available in the UK market. Anonymised feedback will be made available to all interested suppliers as accompanying info to the tender opportunity.

The Framework Agreement

To support the above requirements, Somerset County Council is tendering for a three year plus 1-year multi-supplier Framework Agreement for the provision of E-Audio Books. Any call-off contracts that arise from the Framework will be done on a spot purchase basis. A maximum of five (5) Suppliers shall be appointed under this Framework Agreement. These Suppliers will be selected using the evaluation process set out within Part C Selection and Award of the Tender Documents.

The highest scoring Supplier appointed to the Framework will be selected automatically via direct award to provide the Goods/Services under a Call-Off Contract and will become the Nominated Supplier. The Nominated Supplier will be contacted first for all requirements as part of this Framework Agreement and, as such, will be required to implement all requirements of this specification in time for contract commencement.

If the Nominated Supplier is unable to supply the titles requested by library staff or end users, the second placed supplier will be contacted to provide the titles. If the second placed supplier is unable to provide the requirements, the third placed supplier will be contacted and so on. If no suppliers on the framework can deliver the requirements, the Authority/other contracting authority reserves the right to approach any supplier in the market.

As this is a Framework Agreement, there is no obligation for Somerset County Council or Eligible Users to use the Framework. For this reason, no guarantee of business value or

volume can be given. However, for information purposes and to assist bidders with pricing their submission, indicative order volumes are given above.

2.3 The requirement

Public Interfaces

The applicant must provide a single shared public facing website and a proprietary app that can meet the requirements detailed below. End Users must be able to access the service across a range of devices including but not limited to desktop PCs, laptops, MP3 players, tablets and smartphones.

The single shared public facing website must be hosted by the supplier, be browser based and browser and operating system independent. The proprietary app must be available for iOS and Android as a minimum. The public facing website and proprietary app must:

- Be customisable to include LibrariesWest (and Gloucestershire County Council if they opt for a stand-alone contract) logos and reference to Gloucestershire County Council Library Service (if required), with the ability for the Council (and Gloucestershire County Council if required) to present customisable messages to End Users, and add links to privacy information (if required).
- Comply with accessibility standards, meeting Level AA of the Web Content Accessibility Guidelines (WCAG 2.1) as a minimum, and incorporate accessibility options for visually impaired people, conforming with ISO 30071 – 1 as a minimum.
- Be able to integrate with E Resource Central – **see A14 of Appendix C1 E-Audio Books Quality Questions for details**.
- Facilitate interoperability with an API or similar to integrate with library catalogues, and future Single National Digital Presence, or discovery tools.
- All Terms & Conditions, including privacy information, which End Users are required to accept before being able to use the service must be approved by the Authority (and Gloucestershire County Council if required) in advance of Go Live.
- The service provider must act in accordance with Client Information Security Policies of the Authorities of LibrariesWest and Gloucestershire CC where appropriate.
- Valid licences relating to Intellectual Property Rights shall allow all Authorities and their library service members to access and use any platforms and content provided under the contract

It must be possible for End Users to do the following using either the public facing website or the proprietary app.

- Search for, check out, renew, return (including before the due date), reserve (and cancel any reservations) and download materials in real time.
- Forward and rewind titles and apply a sleep setting.

- Be notified when a reserved e audio book becomes available for checkout.
- Checkout and download e audio books without needing to install any additional software beyond a proprietary app.
- Download titles to listen to offline and be able to listen to them in a web browser.
- Log on using a secure authentication method with a valid library membership number & PIN (no other personal data must be transferred) against the relevant Library Management System as detailed in **A13 of Appendix C1 E-Audio Books Quality Questions,** and for the supplier's back-end system to be able to distinguish between members of different authorities to ensure those members can only view content that is available to them. The supplier must ensure compatibility with the named LMSs for the lifetime of the contract.
- Search for E-Audio books using a range of search terms including but not limited to title, author, keyword, publisher, narrator, duration, genre, series, and format.
- Easily identify titles that are available for multiple simultaneous access.
- Browse the collection without being logged on.
- Clearly identify when a title on loan to another user will be available for loan.
- Easily identify which titles are currently available to be checked out and which are on loan and be able to restrict their search to only display titles that are currently available for loan.
- Synchronise their accounts across multiple devices and be able to download the same title to more than one device.
- Recommend titles to be added to the collection and provide feedback on the service.

Content

The applicant must:

- Provide access to a wide range of titles for the Authority to purchase and/or licence across a range of genres, including Adult Fiction, Adult Non-Fiction, Children's Fiction & Young Adult Fiction. The titles must be suitable for a UK public library customer base and must include a good balance between front and back list titles from key publishers and popular authors. Some titles must be available for simultaneous access to multiple End Users and End Users must be able to clearly identify these titles. The range of available titles must reflect the full range of life experiences in a diverse and inclusive society.
- Provide a mechanism for staff users to select and purchase content online, which must include as a minimum a searchable list of available titles with prices.
- Provide curated lists for staff users to select from, highlighting specific areas of stock that are likely to be of interest to library members. The curated collections must be regularly updated and of topical interest, relating to key national promotions and events etc.

- Offer a facility for supplier selection, where titles are selected by the supplier to an agreed profile (including spend limits) for consideration and approval by staff users before committing to purchase.
- Provide access to order history reports and alerts to highlight previous selections for purchase of the same title at order stage.
- Use best endeavours to migrate as much non-exclusive e audio content as possible from the existing partner collections. If the incumbent supplier is appointed to the Framework as a nominated supplier it is our expectation that we will retain access to all of the E-Audio content in the existing collections, subject to licensing restrictions.
- Provide a mechanism to facilitate one or more partner authorities opting to purchase and make available content exclusively for the use of members of that authority (or authorities) if required. End Users should be able to access this content seamlessly alongside content in the shared collection.
- Inform the Authority when titles are removed from the collection due to licences expiring or for any other reason.
- Ensure End Users are treated equally regardless of which library authority they are a member of with regard to their position in a waiting list for a reserved title, except where an authority has opted to purchase titles exclusively for the use of its own members.

Staff users must be able to:

- Easily identify which titles have been recently made available for purchase, any restrictions (e.g. time or loan limits) and the format, along with key bibliographical information including but not limited to author, title, publisher, series and date of publication.
- Select individual titles for purchase and/or licence and must be able to identify if the title is already in the Authority's collection before committing to the purchase.
- Easily identify titles to fill gaps in series.
- Easily identify if there is a waiting list of library members for specific titles, with a ratio of reservations to number of copies already in the Authority's collection.

Purchased content must be available to End Users to checkout within 2 working days of purchase, except for titles ordered in advance of the publication date.

In the event of the termination of the contract for any reason, the outgoing Supplier must enter into negotiation with the Authority, to maintain an open service platform which will allow customers continued access to existing content purchased throughout the duration of the contract. For the avoidance of doubt, no new content may be purchased during this period. Any associated fees must be mentioned in the pricing submission. Schedule 7 of the Framework call off terms and conditions contains Exit Management Information which must be completed and submitted by the Framework Suppliers within 3 months of the commencement date, and agreed between all parties.

Staff Web Interface

The applicant must provide a single shared staff web interface which will enable
multiple numbers of staff users to log on simultaneously with individual credentials to:

- Define and set a range of system parameters, including but not restricted to loan and
  reservation entitlements (i.e. maximum current loans and reservations) and loan
  periods.
- Access a range of reports which can be customised and exported 24/7 and define the
  reporting period. All reports must be available for the whole consortium and by
  individual authority. Available reports must include as a minimum:
  - Number of checkouts
  - Number of renewals
  - Number of active users
  - Number of new users
  - Total number of users who have accessed the service
  - Number of reservations placed
  - Titles with reservations, including the ratio of reservations to the numbers of
    copies/licences
  - Titles with licences that have expired or are about to expire
  - All titles currently in the collection, indicating number of copies, number of
    remaining loans and any time expiry as a minimum
  - Customer suggestions/recommendations
  - Budget, indicating expenditure to date and amount remaining
- Customise the public facing website and app to promote specific areas of stock and
  themed collections as required.
- Transfer library membership numbers in the event of, for example, a library member
  being given a replacement membership card. All active loans, holds and loan history
  must be retained between transferred membership numbers.

In the event of Gloucestershire County Council opting for a stand-alone contract it must be
possible for the staff web interface to be partitioned so that Somerset County Council staff
users only see data and information relevant to their library members, and Gloucestershire
County Council staff users only see information relevant to their library members.

Support and Training

The applicant must:
- Be responsible for the maintenance of the public website and app and the staff
  interface and provide guidance to staff users on all aspects of system usage. This must
  include reasonable efforts to correct, fix or circumvent errors as well as producing
  updates, enhancements, and new versions where appropriate. A minimum of 2

working days' notice must be given before any scheduled maintenance or system downtime. Any system downtime as a result of unscheduled maintenance must be communicated to the Authority in advance.

- Ensure the public facing website and app is normally available 24/7 all year round.
- Provide technical support direct to End Users. This must as a minimum be a contact email address, contact 'phone number or pro forma to enable the End User to submit a query. It should also include FAQs, video tutorials and other support information and guidance displayed to End Users and maintained by the supplier.
- Provide a mechanism for End Users to contact the Authority through the public facing website and app in connection with the delivery of this service. For example, to suggest titles for purchase or new features.
- Provide support to the Authority staff users between 9am and 5pm (UK Time) Monday to Friday (excluding bank holidays in England) as a minimum.
- Provide a named person as the first point of contact for the Authority. The named person should be contactable during normal UK office hours (Monday to Friday, 9am to 5pm).
- Acknowledge receipt of any faults submitted by the Authority staff users within 1 working day and provide a solution within 5 working days.
- Provide regular performance monitoring, at a frequency to be agreed between the Authority and the supplier, and must comply with the following minimum standards:
  - ➢ The public facing website and app must be available for a minimum of 99% of the time (24/7, 365 days a year).
  - ➢ End Users must receive a response to any comments or complaints within 3 working days.
  - ➢ The supplier must provide a breakdown of the number of support calls received from End Users, by subject, with response times.
- Provide an introduction to the service for staff users, explaining how it works from both a staff user and End User perspective, and provide the same in advance of any system upgrades. The introduction must be available in some form for the duration of the contract and must be kept up to date by the supplier to take into account any changes to the service initiated by the supplier.
- Ensure any End User data held on the public or staff interfaces is stored and used in compliance with current UK Data Protection legislation. There must be a clear reporting procedure in place for any data breaches.

Development & Promotion

The applicant must:
- Clearly state how and when any system upgrades are implemented, with reference to any system downtime and the impact on End Users.
- Provide a mechanism for the Authority to have input into the product development process and make suggestions for enhancements.

- Provide assistance to the Authority to promote the service to existing and potential End Users, including but not limited to a range of customised and customisable physical and digital marketing assets and content. The Authority is especially interested in marketing content that promotes the service as a whole rather than specific titles unless those titles are available to multiple End Users simultaneously. Marketing content should only reference the services explicitly provided by the supplier to the Authority. Unless otherwise stated it is assumed that any support of this nature will be provided free of any additional charge.

Desirable Features

- The app should be available for Windows & Kindle Fire devices.
- The applicant should be able to provide catalogue records in MARC 21 format for e audio books which can be imported into the LibrariesWest catalogue.
- The applicant should be able to provide relevant alternative suggestions to End Users when a catalogue search doesn't return any matches.
- The supplier should be able to suggest titles to End Users that have not been purchased by the Authority and provide them with a mechanism for recommending purchase.
- End Users should be able to renew an e audio book at least once, even if there is a waiting list.
- End Users should be able to preview a title by listening to a small section before deciding whether to check it out.
- End Users should be able to select chapters direct from contents pages, be able to download and delete by chapter, and alter the speed of playback.
- End Users should be able to apply a bookmark to enable them to save their place in a title they are listening to.
- End Users should be able to use a wish list to store details of titles from the collection they may wish to borrow in the future.
- A mechanism should be in place to automatically create a 'basket' which staff users can use to purchase additional copies of titles to satisfy waiting lists. It should be configurable by staff users based on the ratio of reservations to existing number of copies in the collection.
- The public facing website should be compatible with web analytics packages such as Google Analytics.
- A reporting mechanism should be in place to enable staff users to
  - Extract loan data specifically on titles that have been actively promoted.
  - View the number of loans for a specified time period by individual title and/or author.
- The supplier should be able to facilitate hosting locally created and/or published digital audio content. For example, local history materials.

- The supplier should provide a mechanism for an individual authority to be able to customise content on the public facing website and app, viewable only by library members of that authority once logged on.
- It should be possible for staff users to easily switch between 'baskets' when selecting content for purchase.
- The supplier should be able to work with the Authority to move towards using LCF (Libraries Communications Framework) as a secure authentication method.

2.4 Performance requirements

KPI's Definitions & Interpretations

Mobilisation
No less than 7 working days (Monday to Friday) prior to Commencement Date the Supplier shall provide the Authority with details of how the process in respect of the monitoring and reporting of Service Level's / KPI's will operate between the Parties and the Parties will endeavour to agree such process prior to the Commencement Date.

A KPI report must be supplied to the Authority contact by the 8th of each calendar month. Reconciliation of service credits over 12-month period in arrears i.e. credited to forward year based on value of spend in previous 12-month period.

Service Level Performance Criterion	Key Indicator/ requirement	Service Level Performance Measure	Service Credit for each Service Period (12 months)
KPI 1 Incident Management (Fault response times)	Initial response within 1 working day. Resolution within 5 working days.	99%	0.25% Service Credit gained for each percentage under the specified Service Level Performance Measure
KPI 2 Website and Application Service Availability 24/7	Available 99.5% of 24-hour days per year, rounded down. i.e. 363 days out of 365 or 364 days out of 366	99%	0.25% Service Credit gained for each percentage under the specified Service Level Performance Measure

Service Level Performance Criterion	Key Indicator/ requirement	Service Level Performance Measure	Service Credit for each Service Period (12 months)
KPI 3 Content Release Time from receipt of order	Supply time maximum of 1 working day	99%	0.25% Service Credit gained for each percentage under the specified Service Level Performance Measure
KPI 4 Suppliers response time to complaints	Maximum of 3 working days	99%	0.25% Service Credit gained for each percentage under the specified Service Level Performance Measure
KPI 5 Notice Period of Scheduled downtime	Minimum of 2 working days	99%	0.25% Service Credit gained for each percentage under the specified Service Level Performance Measure

The Service Credits shall be calculated on the basis of the following formula and worked example:

Formula: x% (Service Level Performance Measure) - x% (actual Service Level performance)	=	y% X 0.025% of the Call Off Contract Charges payable to the Customer as Service Credits to be credited to the next Valid Invoice payable by the Customer after the end of the reconciliation period.
Worked example: 99% (e.g. Service Level Performance Measure requirement for Service Level Performance Criterion Incident Management Response) - 95% (e.g. actual performance achieved against this Service Level Performance Criterion in a Service Period)	=	4% X 0.25% = 1% of the Call Off Contract Charges payable to the Customer as Service Credits to be credited to the next Valid Invoice payable by the Customer after the end of the reconciliation period.

2.5 Constraints

The purpose of this section is to provide suppliers with information about the authorities that intend to participate in this project and the details of their current suppliers.

Authority	Supplier
Bath & North East Somerset	Bolinda (Borrow Box)
BCP (Bournemouth, Christchurch & Poole)	Bolinda (Borrow Box)
Bristol	Bolinda (Borrow Box)
Dorset	Bolinda (Borrow Box)
Gloucestershire	Bolinda (Borrow Box)
North Somerset	Bolinda (Borrow Box)
Somerset	Bolinda (Borrow Box)
South Gloucestershire	Bolinda (Borrow Box)

Bolinda provide a single shared e audio book service to Bath & North East Somerset, BCP, Bristol, Dorset, North Somerset, Somerset & South Gloucestershire. Gloucestershire County Council have a stand-alone e audio book service provided by Bolinda.