National Non-Domestic (Business Rates)

Lot 1 – Losses and Income Forecasting / Lot 2 – Income Maximisation

For Leicester City Council

**Clarifications 1-8**

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| **Clarification** | **Leicester City Council Response** |
| 1. Could the Council please clarify whether it is interested in receiving proposals for managed service solutions Lot 2 (Income Maximisation), or would prefer software provision based solutions?
 | The Council are more interested in the quality and price rather than the method and our percentage weighting reflects this. |

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| **Leicester City Council Clarification Question** | **Supplier Response** |
| Before we answer question 2 and 3 could you explain what you mean by managed service solution please. | By managed service solution we mean a solution whereby the stated required outcomes for Lot 2 of maximising the Council’s business rates income and receipt of reports could be successfully delivered through the provision of a service which the contractor manages that involves it utilising a series of procedures and processes it has developed and by following an agreed protocol for the sharing of reports and data (such as secure email or SFTP).We believe that the hosting of a website or the use of a software application developed by or for the contractor, or the provision of either of these to the Council, is not necessarily needed for successful delivery of the stated required outcomes.For example, the Council specifically includes consideration of the possibility of a paper based solution for Lot 1, which we would consider to constitute a managed service solution. |

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| **Clarification** | **Leicester City Council Response** |
| 1. The Terms and Conditions in Schedule 3 include numerous references to software solutions, like provisions relating to a website designed and developed in accordance with the Output Specification and to be hosted by the Service Provider. Could the Council please clarify whether it would be open to amendment of the contract to make it appropriate for a managed service solution?
 | Square brackets [] e.g. Clause 6, 7 are around the clauses that can be removed depending on the solution of the winning bidder. |
| 1. Question C10 in Part C and Part B (Technical Criteria) in Section B of Schedule 2 require Tenderers to answer a large number of mainly technical questions, including ones covering topics like licencing, integration with the Council’s central Active Directory and acceptance testing, which would seem applicable to the provision of a software system or application developed or tailored for the Council, rather than the provision of a service. Could the Council please clarify whether it requires all Tenderers, including those offering managed service solutions, to attempt to complete these sections?
 | If C10 is not applicable to your solution, you will not be excluded if your response is N/A or you give a response along the lines of that there are no software licences offered within our tender proposal.Technical requirements have been reduced for Lot 1 and have been completely removed from Lot 2. For the avoidance of doubt technical requirements are only applicable to Lot 1. New versions of documents have been uploaded to the portal as per previous email. |

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| **Clarification** | **Leicester City Council Response** |
| 1. If the Council does require all Tenderers to attempt to complete these sections, could the Council please clarify whether and how it intends to ensure that Tenderers proposing the provision of a service that does not involve the provision of such a system or application to the Council, potentially even utilising a paper-based solution, will not be disadvantaged in the evaluation, noting that some of them are pass/fail questions?
 | Technical requirements have been reduced for Lot 1 and have been completely removed from Lot 2. For the avoidance of doubt technical requirements are only applicable to Lot 1. New versions of documents have been uploaded to the portal as per previous email. |
| 1. The introduction of each option in Section B, Part B of Schedule 2 (Technical Criteria) states that Costs associated with the Council’s hosting of the system will be added to the total cost (where relevant) for comparison purposes. Could the Council please provide information on these costs so that Tenderers can properly evaluate their options and confirm that no costs will be added to the total cost where Tenderers choose Option 1 (3rd Party/Cloud Hosting)?
 | Technical requirements have been reduced for Lot 1 and have been completely removed from Lot 2. For the avoidance of doubt technical requirements are only applicable to Lot 1. New versions of documents have been uploaded to the portal as per previous email. |
| 1. Could the Council please clarify how it intends to award work under Lot 2 (Income Maximisation), if two suppliers are appointed?
 | We are not intending on allocating work to specific suppliers – rather it will depend on who identifies the income maximisation properties first, as long as we were not aware of it in any case. |
| 1. If the Council has had the received services similar to those requested under Lot 2 (Income Maximisation) in the last 3 years could the Council please provide details of relevant dates and service providers and the increase in Rateable Value identified as the result of any such services.
 | This is commercially sensitive information. Under the transparency act, we have a duty to disclose the supplier, services contracted for, term of the contract and the contract value, we will happily provide them if that will suffice, but anything else would need to go through the FOIA process for diligence on whether the supplier concerned would class this as commercially sensitive and thus we cannot disclose  |
| 1. Would the Council consider including a limit on the Service Providers’ liability under the contract (where it can legally be limited) to allow the Provider to avoid having to consider within its price an entirely unlimited risk and adjust the balance between the risks and the rewards associated with the provision of the service?
 | We are unable to change the contract terms as issued in this respect. |