

Questions and Clarifications: London Lorry Control Scheme ITT

W/B 1 February 2016

Q1) What is the cost envelope for the base CMS and additional value for ANPR interface?

A1) £60k per annum inclusive of core spec and ANPR: London Councils is agnostic on financial split between core spec and the option, but in a scenario where the option on ANPR is not taken, the financial value of the core spec would drive that part of the assessment.

W/B 8 February 2016

Q2) The estimated value of the tender published is £300,000.00. Could you kindly confirm that this is the estimated value in whole for the initial 36 months duration of the contract?

A2) The estimated maximum value in whole for the initial 36 months is £180,000.

Q3) Our understanding is that the published amount of £300,000 does not currently include the costs for data capture and transfer of enforcement activities using automatic number plate recognition (ANPR) software and hand-held mobile devices. Could you kindly confirm or advise otherwise?

A3) Please see A1.

Q4) There is 5 month period advised between contract award 1st May, 2016 and contract commencement 1st October, 2016. Could you kindly advise the thought process behind the 5 month gap provided and any specific benefits to the London Councils by having this period of gap? We wish to understand the thinking behind the schedule rather than questioning it...

A4) To allow sufficient time for contract set-up and transition

Q5) Is it reasonable to assume that by Contract commencement of 1st October, 2016 – the London Councils expect the new service to be live and fully operational for its user community by this date?

A5) Yes.

Q6) If the answer to (4) is yes, is it reasonable to assume that the period between May and October is the period stipulated, when the chosen supplier will work collaboratively with the London Councils and its existing solution provider to configure/build the solution to the specification requested, complete the data migration activities and conduct quality assurance and operational testing ahead of Contract Commencement in October?

A6) Yes.

Q7) Part H, App 4, TUE - Please could London Councils provide TUPE information, or confirm that there will be no TUPE transfers.

A7) The current contractor has confirmed that no employees fall within TUPE provisions

Q8) Pt H, App 5, para 8 – Please could London Councils provide further clarity relating to how the points and weightings will be allocated. The mechanism isn't clear to us.

A8) Points will be allocated according to the extent to which tenderers have responded to each of the numbered requirements set out at section D. Therefore, tenderers should address each of the numbered items in their submissions. Assessors will also be looking for examples and illustrations to reinforce answers. These will be used to assess how convincing responses are. Please note that simple statements that the requirements will be met may not be taken into consideration by assessor and are likely to reduce scores.

The weightings indicate what proportion of the total score each section represents. For example, a score of 15 / 20 for question 0 would give a score of 75% for that question, which is worth 7.5% of the overall score. So in this case, 75% on question 0 would contribute 5.625% to a tenderer's final score.

Q9) Pt H, App 7, NDA para 2.3(a) – Please could London Councils grant blanket consent to release confidential info to bid team members.

A9) Yes, on condition that they abide by the terms of the NDA

Q10) Cl.6.2.1 and Cl.18.6 – Would London Councils consider amending the standard of performance in cl.6.2.1 to match cl.18.6?

A10) No

Q11) Cl.20.1.1/3/4 – Would London Councils consider limiting the liability under these clauses to that of the limits of indemnity under cl. 19.1?

A11) No

Q12) Cl 20.2 – Would London Councils consider amending this clause to: "Each party shall indemnify the other party for any reasonable, legally enforceable, direct and duly mitigated claims, losses, damages, costs or expenses incurred by the other party under clause 20.1 above."

A12) No

Q13) Cl 39.1 – Would London Councils consider amending this clause to: "...and shall indemnify the Customer against any reasonable, legally enforceable and duly mitigated direct loss or damage suffered by the Customer arising directly from any act or omission of such agents or sub-contractors."

A13) No

Q14) Cl 20.3 – Please could London Councils provide clarification of the limitation of liability in this clause to provide a clear defined limit on total liability.

A14) London Councils believes the clause is clear. The references to clauses 20.1 and 19.1 show the relevant limits for particular categories of claim.

Q15) Sch. 7, para 11.2 – Please could London Councils clarify this clause. We believe that it should state 3 seconds and not 5 seconds. Please could London Councils also clarify the measurement of Change Request/Control as it is not clear to us?

A15) Reference to five seconds is a typographical error. It should read three seconds. London Councils also accepts that the note on change control is not clear. An amended version of the ITT has now been published to London Councils' website incorporating changes to both of these areas.

Q16) Sch.7 para 12 – Please could London Councils clarify how these KPIs relate to the Service Levels in para 11, which are subject to Service Points/Credits. Do Service Points / Service Credits apply to these KPIs as well, or not?

A16) Service credits apply to the KPIs insofar as they are subsets of the service types identified in the service credit model. For example, it should be assumed that KPIs related to haulier portal availability and database availability will in combination contribute to the system availability service type 'CMS availability'. However, it should be noted that were one of these KPIs to dip below the required level in a given period, but the overall service level was met in that same period, no service credits would accrue to the Authority.

W/B 15 February 2016

Q17) Within the documentation we received there was included a set of draft terms and conditions, equal opportunities policy and questionnaire and within the ITT itself a Non-Disclosure Agreement. Within the instructions to suppliers and specifically the Tender Submission Checklist (Section H Appendix 3) there is no mention of these documents forming part of the response. Please confirm this is the case and that these documents are for information only at this stage.

A17) A completed equal opportunities questionnaire should be completed and submitted with the tender response. The ITT has been updated to reflect this. This is for information only. The other documentation does not need to be completed and is for information only at this stage.

Q18) At Section C (17) the paragraph states that suppliers should provide options for ANPR and Hand Held Devices yet within the Pricing Schedule template it states that Option A is for ANPR and Option B is for Uploading of CCTV Images. Please confirm what the options should be.

A18) The related software / hardware mentioned in Option B references the hand held devices at section C (17). The requirement within the option is to be able to capture images of vehicles in contravention of the scheme and to upload and retain them in a way that would enable London Councils to use them as evidence to aid enforcement of the scheme.

Q19) At Section H Appendix 3: Tender Submission Checklist, it identifies Executive Summary separately from Qualitative (non pricing) Response Pro Forma, yet within the Pro Forma the Executive Summary exists as Q0. Please confirm if Executive Summary should sit within Pro Forma or separately.

A19) The executive summary is not a numbered item within the pro-forma and is a standalone that precedes Q0. Q0 asks tenderers to “Explain how your system will meet the requirements regarding compliance with legislation and systems design”. There is no requirement for bidders to use the ‘tender response pro-forma’, for responding to the narrative qualitative (non-price) response. These can be appended separately, as long as they are clearly labelled and are presented in the correct order within the tender submission.

Q20) The ITT document we have received is locked and so we cannot edit it. Please can the Council provide an editable version for us to input our response?

A20) Editable versions of sections G and H are now available on website.

Q21) The Tender Submission Checklist and Section H Appendix 6 in the ITT document mentions an Excel Document which we are not in receipt of. Please could the Council provide this document?

A21) Now available on website.

Q22) Section 7 of the PQQ (7B - Insurance) does not state the required insurance levels. Please could the Council advise on the insurances required?

A22) Please see ‘*London Lorry Control Scheme Draft Terms*’ section 19:

- Professional indemnity insurance: £1,000,000
- Public liability insurance: £1,000,000
- Employer’s liability insurance: £5,000,000

Q23) Section e. The Tender (page 9) mentions Lot or Lots. Please can the Council confirm that this is a mistake and there are no Lots within this ITT?

A23) There are no lots within this ITT.

Q24) At Section H Appendix 2 – Instructions to Tenderers it specifically asks us to provide certain information at points 1 & 3 but where would we answer these given we have been provided specific response pro forma’s to the PQQ and Section H Appendix 5?

A24) Information at point 1 is a general statement of what London Councils expects to be contained within tenderers responses. This information should be provided in the responses in Appndices 5-6. Point 2 is again a general statement to confirm that London Councils expects charges for these elements to be contained within the tendered price and not charged separately. London Councils considers that point 3 is self-explanatory and does not require further information or a response from tenderers.

Q25) In respect of Web & IVR Payments, can London Council's confirm that they will be providing a Merchant number for us to use.

A25) London Councils has a merchant account and number that it would supply for the purposes of delivering the service.

W/B 15 February 2016

Q26) There seems to be a conflict amongst the bullets describing the progression and the table describing the pricing. There also seems to be no Postal Grace which may be correct but would be unusual.

"The cycle of PCN progression are set out in legislation, following strict timelines. The main stages of progression and timelines are set out in the table at Section E Appendix 1 and are summarised below:

- PCN issued within 28 days of the contravention date
- Representations (if applicable) received within 28 days of date of PCN issue
- Formal response from LC within 56 days of receipt of the representation
- Appeal (where this right is exercised) lodged with London Tribunals within 28 days of the Notice of rejection service date
- Charge Certificate issued 14 days after PCN issued where no payment or no appeal lodged, or 28 days after an appeal decision
- Debt Recovery issued 14 days after the Charge Certificate has been issued
- Warrant Recovery 21 days after no payment received.

The system shall have the ability to set parameters for automatic progression through each stage of the cycle, with or without user intervention. The LLCS is unique in the way PCNs are issued, in that there may be two separate notices for one contravention, (haulier and driver). Each contravention requires a case reference number, which must be consistent throughout the life cycle of the charge(s), regardless of how many PCNs it refers to. There are 'standard' charges for a haulier PCN and a driver PCN, both of which have a 14 day prompt payment reduction of 50%. If a Charge Certificate is issued the value of the charge increases by 50%. If the charge is registered as a debt a further £7 is added to the charge. The standard charges for haulier/driver PCNs are set out in the table below:

Haulier PCN	Driver PCN
£550 (full value)	£130 (full value)
£275 (paid within 14 days)	£65 (paid within 14 days)
£825 (Charge Certificate issued)	£195 (Charge Certificate issued)
£832 (Debt registration)	£202 (Debt registration)

The text says that Charge Certificate is issued 14 days after the PCN is issued. This does not seem likely to be correct as the text also says that the PCN charge is reduced if it is paid within 14 days of issue and that a Charge Certificate increases the charge by 50%. In essence the text description eliminates the full rate period.

Can London Councils confirm that the actual progression is as follows:-

General

- Contravention observed
- PCN issued within 28 days of observation
- PCN Value at issue £550/£130 which is reduced to £275/£65 if paid within 14 days of the date of issue
- There is a 7 day postal grace period so the effective discount period is 21 days.
- Either:
- No representation:
 - After 28 + “postal grace” (28 + 7 = 35) unless a representation has been made a Charge Certificate is issued.
 - CC date + 14 days the Debt is registered at TEC and subject to TEC approval an NoDR is issued which further increases the charge by £7
 - NoDR + 21 days A Warrant request is made to TEC and subject to approval a Warrant of control is printed and issued to bailiffs, or
- With representation
 - • PCN held from progression without an “auto drop date” on receipt of representation.
 - Representation must be determined within 56 days of receipt or PCN is cancelled automatically

A26) The charge certificate is issued 28 days after the PCN is issued: 14 days was a drafting error. A correction has been made to the ITT. The rest of the information is correct. Please note that there is not an official seven day grace period. However, officers have the discretion to be able to allow up to three days grace. The system is currently set up to allow this. London Councils would wish to retain the option to update this grace period as necessary with configuration rather than a new release of the system.

Q27) Please can the Council confirm that our reading of the contract value is correct at £300,000 for 3 years (equalling £100,000 per year)?

A27) Your understanding is not correct: See Q1 and A1 above.

Q28) Regarding Q11 of the tender response: Is text 'including; Project management, transition, support and training' applicable to this question? We note the same text appears in Q10.

A28) Q10 relates to implementation, Q11 relates to meeting service levels and KPIs.

Q29) Requirement 246 - Who is LC's web acquirer? Who is LC's automated telephone system provider?

A29) London Councils' website is built and maintained on Drupal by Reading Room. The telephone provider is Daisy Group.

Q30) Requirement 278 - LC uses Sagem Monetel credit card processing machine (connected to LC phone lines). How is this device used? Does LC take Card Present, i.e. Chip & PIN, payments?

A30) There are a range of ways in which payments can be made currently. These include online, through automated IVR and in exceptional cases, where these two methods are not possible, over the phone (which is when the credit card processing machine would be used). Bidders are asked to note that since publishing the ITT, London Councils has begun using a new payment terminal – an Ingenico, iCT250.

Q31) Requirement 267 states that we should provide an automated web/IVR payment portal and 268 states that we should interface with the LC automated IVR and phone payment system linked to current CMS via the LC website. Could LC state which they require?

A31) See Q30 and A30 above.

Q32) Requirement 315. The system archiving requirements will be in line with London Councils Archiving and Retention Policy (available on request).

A32) See website for policy

Q33) Has the following bullet "CCTV links (for capture of possible contraventions from LLA/MPS/TfL cameras) see para 67 above." Para 67 does not refer to CCTV in any way. Para 67 says "Log applications received and create a queue which can be viewed from within the system with the ability to later mark applications as completed and remove them from the queue.". Can LC provide the correct reference?

A33) This should refer to paragraph 83. An amendment has been published.

Q34) Thank you for providing the Pricing Schedule in Excel. Having reviewed the schedule we are unclear as to how this is to be completed in the context of this procurement. Please can you clarify the requirement for salaries, NI contributions, pension contributions etc, when the scope is to provide a software solution?

A34) The relevance of this information is two-fold. Firstly, it will allow London Councils to see how much development time is included in the set-up of the contract. Secondly, there will be a requirement for servicing London Councils requirements once the contract is live. This information serves as a check to London Councils that this requirement has been understood and captured within the pricing.

Q35) In addition within Appendix 6 it stipulates requirements in relation to the London Living Wage. Whilst we support the London Living Wage, we are unclear as to its applicability in this situation. We do not anticipate providing Labour prices for this contract as it would not be appropriate. We are, however, happy to confirm that relevant employees are paid the

London Living Wage. Is a simple statement to that effect sufficient for the purposes of this tender?

A35) See Q34 and Q35 above. This requirement is relevant for London-based employees.

Q36) Please clarify requirement 325. Our understanding is that London Councils would be the Data Controller for the purposes of the Data Protection Act and would therefore be responsible for the controlled access and use of the data within the system. The supplier would be responsible for providing a system to the agreed specification, including security features such as access control, and for ensuring it functions as per the specification. London Councils would be responsible for ensuring that users of the system adhere to its security policies which would include aspects such as safe use of passwords. Therefore, please clarify / confirm what you anticipate being the extent of the supplier's liability for 'access control of the system'

Q36) Requirement 325 is intended to protect London Councils in instances where a data protection and security breach has occurred due to supplier failure outside of London Councils' control.

Q37) In relation to requirement 318 please can you clarify the scope of your data migration requirements? Will this include case histories and associated correspondence and financial information? What can the current system provide and in what format?

A37) Yes it will include case histories and case correspondence in line with London Councils Data Retention Policy for the scheme. A simple schema is available on the website and is likely to be available in .csv format (TBC).

Q38) Requirement 61: the question seems to suggest that LC want an end user to be able to entirely configure the content of the haulier data that should be recorded. This seems unlikely. Can LC clarify the drive of this question?

A38) The term configuration in this context is perhaps misleading. Users with the relevant permissions should have the ability to add / delete data items and/or records including permission lengths.

Q39) Requirement 90: Could LC provide an example of when this might be appropriate? By way of example, does this mean that you would like to be able to review cases before issue of a Debt Registration Request? If so what would you see as the possible reasons?

A39) Go into the system and put on hold or delay automatic progressions, so that they can override automatic progressions in cases where for example more information is needed to decide whether a case progresses to the next stage. This should include every stage of the PCN cycle including debt registration.

Q40) Requirement 112: Could LC provide some details as to what would cause this to be done? Does it mean that you want to be able to find PCNs before they are printed and do "things" with them (write letters, place on hold, cancel etc) or does it mean that you wish to be able to review the entire list of PCNs the "will be printed" and select which ones "should be printed"? If it's the latter, what happens to the ones you decide not to print as they will turn up on the list again the following day without some "flag" to prevent it, and if it has that flag, when, if ever does it drop off?

A40) The requirement is for users to be able to manage send/print queues and decide when items in the queue will be sent/printed after a decision has been made by the user that an item should be sent/printed.

Q41) Requirement 119: Could LC explain how / why a notice could be printed yet not sent and someone be aware of that?

Q41) Users should have the ability to go back and correct error, replace and re-print the initial notice and record the change on the system – this could be done by forcing the user to create a note. However, this will depend on the system in question and whether the original PCN will exist on the system after it's been generated and subsequently cancelled and replaced with a new PCN. This would apply to any correspondence.

Q42) Requirement 127: Whilst we can display the status of the PCN at the point it is assigned to an item of correspondence the reason for doing so is not clear. Could LC explain why this functionality would be useful in a little more detail so that we can answer more accurately?

A42) This is contextual information to help users know at a glance what stage a PCN is at. For example, if representations had been received and the further correspondence was related to these representations it would be useful to know.

Q43) Requirement 129: Are LC expecting that we receive an inbound email, interpret it and add the relevant data to the item of correspondence or are you asking to receive an inbound email and route it to a specified user or are you asking that we drive the haulier to the on-line portal to provide the necessary information and apply it automatically to the correspondence item and alert a user. If a user is to be alerted, how are we to determine which user to alert?

A43) The latter – drive hauliers to the on-line portal to make representations and/or respond to enquiry letters. We anticipate that the user in this instance will be a group comprising all team members (TBC).

Q44) Requirement 150: Does this really mean “Before the PCN is closed”. Does it really mean before the correspondence is closed? If it does mean PCN, what does “closing” the PCN mean?

A44) When closing a case, have the ability to select a reason, and a letter template generated associated with that reason and once sent / printed for the system to close the case (notwithstanding the option for user to revert cases to previous stages, which must be possible).

Q45) Please can you provide the name of the current IVR supplier and IVR product in use within London Councils?

A45) The current IVR supplier is Avaya and we use their IP Office 500 Voicemail Pro product for our IVR menu auto attendant.