



Leicester
City Council

**CORPORATE WELLBEING SERVICE - Employee
Assistance Programme
PAN2729**

**RESPONSE TO REQUESTS FOR
CLARIFICATION ON THE ITT**

Version 7 – 31/08/2022

This document represents Leicester City Council (the Authority) responses to clarifications received pursuant to clause 2.6 of Section 2 of the PQQ dated 27 July 2022.

In accordance with the requirements of the Public Contracts Regulations 2015, in the absence of error or exceptional event, there will be no further changes made to the ITT after the issue of the final version of the query log and before the expiry of the time limit for requests to participate.

Accordingly, you are asked to consider the ITT as being in final form after issue of the final version of this log and submit your application on that basis.

For the sake of clarity Leicester City Council will not negotiate terms at award stage and if you are not able to accept the documents as revised you should not submit an application and destroy the ITT documents already supplied to you.

Please ensure that any queries sent to the Authority through the EastMidsTenders portal for clarification have been answered. This query log takes precedence over any individual email responses sent in response to queries and any previous issue of the query log.

Question Number	Bidder Request for Clarification	The Authority Response to Clarification Request	Issue				
1	We would like to tender for this opportunity, but we do not have Cyber Essentials Plus certification. We are Cyber Essentials certified and ISO 27001 certified, audited twice yearly by BSI to ensure compliance. Please would you let me know if that is sufficient in order to tender or whether Cyber Essentials Plus is a non-negotiable must have for you.	Cyber Essentials Plus gives the council reassurance that security standards are applied. We are happy to consider a bid that gives us comparative reassurance through comparable measures.	V1				
2	Please can you outline the % of the service credit payable as listed within the specification?	Where monthly performance of SLA 1 is below 85% a service credit of 3% of the invoice value for that same period would become payable.	V1				
3	<p>Please can you advise if the table below indicates the total number of lives to be covered under the contract (13.477)?</p> <table border="1" data-bbox="371 858 1133 948"> <thead> <tr> <th data-bbox="371 858 891 895">Central Services (Authority Staff)</th> <th data-bbox="891 858 1133 895">Schools Staff</th> </tr> </thead> <tbody> <tr> <td data-bbox="371 895 891 948">5877</td> <td data-bbox="891 895 1133 948">7600</td> </tr> </tbody> </table>	Central Services (Authority Staff)	Schools Staff	5877	7600	This is an approximate figure for informational purposes and does not commit to guaranteed volumes. Staffing levels may increase or decrease, so we cannot provide an exact figure.	V1
Central Services (Authority Staff)	Schools Staff						
5877	7600						
4	Please can you advise if there will be any employees who will be based overseas?	Staff are based in the UK	V1				
5	Please can you advise if there are any additional utilisation figures for your existing provision, in addition to those provided under section 4.1.2? This will allow us to provide the most cost-effective solution for the council and your employees	The information provided is the most up to date the Authority has available.	V1				
6	Please can you advise if there are any word/page limits for our responses to the method statements under section 8.1.2	As stated in section 2.3 "Instructions" <i>"Any stated word limits are provided as guidance only as an</i>	V1				

		<i>indication of the length of response the Authority expects to provide a good quality but concise answer. Should you need to provide additional appendices in response to the questions, these should be numbered and cross-referenced specifically and clearly."</i>	
7	Please can you advise if we are able to upload additional documents as part of our submission?	Please only upload relevant documents in response to the technical questions or quality method statement questions. Any documents uploaded must be clearly cross referenced within question responses that they relate to.	V1
8	Please can you advise if there is a specific font to be used for the responses for our submission?	Please use Arial font size 12	V1
10	Do you have an idea of budget that is available or approximate value?	The approximate value is £80k per annum but this can vary up or down. This figure therefore is not to be considered a guaranteed amount and is for information only.	V1
11	Are you looking for multiple suppliers to provide this service, or appointing to just one?	As stated in section 1.2 Service Background : <i>"The proposed Contract will be for three years with an option to extend for up to a further two years. It is anticipated to award to one supplier."</i>	V1
12	"The Authority wishes to ensure that its procurement opportunities are open to small and micro local enterprises and voluntary and community sector organisations as it appreciates the very important role they play in the local economy. Tenders from these organisations are particularly welcomed." Please advise if submissions from non SME/VSCE organisations	All submissions will be assessed equally	V1

	will be at a disadvantage.		
13	We note that there is unlimited liability within the T&Cs are the Authority willing to negotiate a cap?	Unfortunately negotiate of the Cap is not possible	V1
14	It is currently an extremely busy time for tenders. We are engaged in multiple concurrent projects at this moment in time. With this in mind, we would like to kindly request an extension to the submission deadline. Could you please advise if this would be possible?	Unfortunately it is not possible to extend the submission deadline	V1
15	Please can you advise if the document PAN2729 EAP Services agreement - Draft will form the contract for this opportunity and if so, will we be able to make amendments to this document?	The "Services Agreement – Draft" will form the contract for this opportunity and is not negotiable	V1
16	<p>The section 3 is worded to suggest that the technological aspect of the service provided will be embedded within the LCC infrastructure, this is not the case. The data and the clinical system we would use to help provide our services is the property of the provider and not LCC. It is governed by appropriate clinical information and confidentiality arrangements.</p> <p>Do LCC expect the technology and data to be embedded within LCC infrastructure?</p>	<p>Section 3 presents the council's standard set of technical standards for procurements and covers all hosting scenarios. Section 3.1 relates to systems hosted in our own data centre, whilst Section 3.2 relates to cloud hosted systems and Section 3.3 covers requirements for all hosting arrangements.</p> <p>You will notice that the Compliance and Method Statements assume cloud hosting for this solution.</p>	V1
17	<p>In order to comply with 4.1.6</p> <p>Can you provide the headcount numbers by department/division? Can this be shared on a quarterly basis?</p>	Information necessary to facilitate the provision of the contract will be provided at the start of the contract.	V2
18	4.1.8 Can you confirm how many major incidents have happened over the past 4 years?	Nil	V1

19	4.1.8 Can you confirm which "family members" are expected to be covered. Parents/Siblings/spouses/children/cousins	Any family member associated with or affected by the trauma associated with the Authority employee.	V1
20	In 4.1.8 it states "The telephone counselling line is to be available to all Authority staff, currently 5877. In addition, a telephone counselling line is required for staff working in city schools supported by the authority." does the "in addition" mean one or two lines are needed to be provided?	No it is a single line required	V1
21	Can the list/headcount of schools that buy into the H&S service be shared?	Information necessary to facilitate the provision of the contract will be provided at the start of the contract.	V2
22	Can you confirm that the phrase "An individual school can purchase an annual subscription to the service allowing any of their employees full access as per central local authority staff" refers to the mechanism between the" school and the authority" and not the "school and the EAP provider"	Yes this is correct	V1
23	Can the Authority comment on the contradiction below that appears in the tender document. A service cannot be confidential if it requires a user to obtain management	The service remains confidential and is not inconsistent. Authorisation is required to utilize certain services based on a recommendation from the EAP provider following a confidential	V1

	<p>authorisation for its services. On many occasions the issue that a person has is with their manager.</p> <p>(Pg 3) The objective of the service Provide professional, short-term, confidential counselling</p> <p>(pg 45) On an individual as and when required basis. The individual school employee will seek authorisation for face-to-face counselling via their manager prior to the first appointment. The supplier will provide a pricing model on a per session basis for school employees</p> <p>As a provider, we would happily work with the authority to establish a more appropriate process to protect patient confidentiality</p>	<p>initial assessment using the phone line. The Authority would not be seeking to ascertain any details as to why the service is required and authorisation is only for the purpose of monitoring the usage of the service.</p>	
24	<p>The Authority would like to remind all potential bidders that to receive TUPE information they <u>MUST</u> sign and return the confidentiality agreement which was included in the tender documentation. This must be returned by 12:00 (noon) on Tuesday 30th August</p>		
25	<p>Can you please confirm that monthly invoicing of services will be acceptable?</p>	<p>Yes this is acceptable</p>	V1
26	<p>Can you please confirm that although pricing for schools is presented separately, that invoicing for this will be managed centrally and that each school will not require individual invoicing?</p>	<p>Yes invoicing will be managed centrally</p>	V1
27	<p>Can you please clarify on the pricing document, requirements for each row and utilisation? can you please advise if you are looking for the following?:</p>	<p>No, we want a total charge per annum for the entire service (not on an individual basis)</p>	V1

	Row 5 - A per person amount per annum based on the utilisation that has been provided (334 cases and 1400 counselling appointments)		
28	<p>Can you please clarify on the pricing document, requirements for each row and utilisation? can you please advise if you are looking for the following?:</p> <p>Row 6 - A per person amount per annum based on the utilisation provided (c. 106 calls - can you please provide the number of counselling appointments?)</p>	Yes	V1
29	<p>Can you please clarify on the pricing document, requirements for each row and utilisation? can you please advise if you are looking for the following?:</p> <p>Row 7 - A per person amount per annum based on telephone advice line only service & c 1.4% usage</p>	Yes	V1
30	<p>Can you please clarify on the pricing document, requirements for each row and utilisation? can you please advise if you are looking for the following?:</p> <p>Row 8 - A price for a block of 6 sessions or a per person amount per annum which incorporates 6 sessions?</p>	Yes	V1
31	<p>We have been looking at the PAN2729 EAP Services agreement – Draft document and it appears incomplete/incorrect.</p> <p>There is no service specification included in this document. The services mentioned in this document (I4.4.3) suggest the service</p>	<p>The service specification is detailed in the PAN2729 - Corporate Wellbeing Tender document and this will form part of the final contract</p> <p>The service will be for the hours as defined in the Corporate</p>	V1

	is 24 hour service which is different from the Tender service specification.	Wellbeing Tender document and not those detailed in the services agreement (a revised version of the services agreement draft will be issued)	
32	<p>We have been looking at the PAN2729 EAP Services agreement – Draft document and it appears incomplete/incorrect.</p> <p>I4.2 and I4.3 makes refence to purchasing "user subscriptions" - in relation to an EAP service can it be clarified what this relates to?</p>	<p>As specified in the defined terms :</p> <p>User Subscriptions: the user subscriptions purchased by the Council pursuant to this Agreement which entitle Authorised Users to access and use the Services and the Documentation in accordance with this Agreement.</p>	V1
33	<p>We have been looking at the PAN2729 EAP Services agreement – Draft document and it appears incomplete/incorrect.</p> <p>I4.8.2 suggests the Provider grants a non exclusive license to use the documentation and software for the duration of the agreement. Which software and documentation does this refer to?</p>	<p>As specified in the defined terms :</p> <p>Documentation: the document made available to the Council by the Supplier online via [INSERT WEB ADDRESS] or such other web address notified by the Supplier or as hard copies to the Council from time to time which sets out a description of the Services and the user instructions for the Services.</p> <p>Software: the online software applications provided by the Supplier as part of the Services.</p>	V1
34	Annex 2 Exit plan refers to "migration". "Provide the council with read only access to the software under the agreement" - how does this apply to a confidential counselling service. There would be no sharing of client confidential data or information.	<p>As stated in Annex 2 Exit Plan 1. Documentation and records:</p> <p><i>"All relevant documentation and records will be transferred to the Council or the new Provider, whichever is applicable.</i></p> <p><i><u>The transfer of records must be conducted in accordance with LCC security requirements and the Data Protection Legislation at no charge to the Council and in a format agreed by the Council and the Provider"</u></i></p>	V1

35	<p>On the PAN2729 EAP Services agreement – Draft document there are limited page numbers (they begin at page 85) and the numbers on the contents are inconsistent with the actual pages - this makes it very difficult to navigate or use.</p>	<p>The page numbering will be added to v2 of the PAN2729 EAP Services agreement – Draft</p>	V1
36	<p>There appears to be an inconsistency regarding the staff numbers:</p> <p>In section 4.1.12 (specification) it suggests there are 5877 Authority staff.</p> <p>In section 8.1.3 (pricing schedule) it states twice that the Authority staff numbers to be 7149 and this is the number that will be used in the pricing calculations.</p> <p>Which numbers should be used?</p>	<p>Yes you are correct. The figure should be 5877. We will correct this and issue a revised version of the tender document.</p>	V1