

No	Question	Response	Date Response Sent
1	<p>We note from the “Expected Outputs” at paragraph 5 of the Specification that there is no scope of work which relates to the procuring of EV charging points (EVCPs) and EVs:</p> <ul style="list-style-type: none"> ○ does the negotiation of this contract for the installation, commissioning and maintenance of the EVCPs and EVs fall within the scope of work of this tender, or is this being procured separately? ○ we can see that it may be that the CIC is procuring the installation/commissioning/maintenance contract itself, in which case it will be useful to know what assets the Council envisages transferring to the CIC under expected output (f) – is it expected that the transfer deed will relate only to transfer/novation of the contract with the car share platform provider and the hardware supplied under that contract? 	<p>The scope of services is as set out in Annex B – Specification. This does not include services in relation to the contract for supply and install.</p> <p>The CIC will not be procuring the supply and install contract, this will be procured by the Council. The assets to be transferred to the CIC include (but are not limited to) the electric vehicles, solar canopies, electric vehicle chargers, solar PV, on board car share units and all associated ancillaries.</p>	29/08/2019
2	<p>Is the Council expecting to be a party to the contract with the manager of the general use chargers (i.e. the contract referred to at expected output (e)), or is it envisaged that another entity (e.g. the CIC) will enter into that contract (because it will own the assets), and our review is required more to give the Council comfort that the arrangements are suitable for a project of this type?</p>	<p>It is anticipated that the contract referred to at (e) will be with the CIC and the Services required are to provide advice on the suitability of the contract for the CIC.</p>	29/08/2019
3			

	<p>Expected output (d): It would assist in our developing of fixed pricing if the Council could give some indication of what the current thinking is in terms of ownership of the cars and the operation of the car scheme. We note that no advice is required in respect of the other assets (e.g. the EVCPs) – has the Council already reached a settled conclusion on the ownership of those assets – please could the Council clarify what this view is (see the two clarifications above)?</p>	<p>As indicated above, the Council will be procuring all assets for the project (except for the on board car units which will be part of the car share contract).</p> <p>It is anticipated that the assets will immediately be transferred to the CIC. Part of this decision will be informed by Expected output (d) which is to review ownership models for the electric vehicles. It should be noted that the advice required in relation to insurance is for the whole operation of the car share scheme which will include not only the vehicles themselves but also the chargers, canopies, solar panels and all other infrastructure required for the car share operation.</p>	29/08/2019
4	<p>The Selection Questionnaire document and 4.2 says:</p> <p><i>Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.</i></p> <p>Please can you confirm if a minimum level has been specified.</p>	No minimum level of financial standing has been specified.	29/08/2019
5	<p>At D.2.3 in relation to the risk register do you mean:</p> <ul style="list-style-type: none"> • The services the legal provider are providing to the council, or • The services being procured as part of the project? 	The risk register refers to the services the legal provider are providing to the council	02/09/2019
6			02/09/2019

	With respect to D.2.3 please can you clarify if you are asking for a risk register and key issues relating to (i) the ability/provision of the Legal Services and meeting the Specification; or (ii) the GO EV Project itself.	Similar to the response 5 above, this refers to (i) the ability/provision of the Legal Services and meeting the Specification	
7	I understand you have stated you cannot accept electronic versions but can I triple check that, without exception, you will not accept a proposal sent through email? I only ask as we are in the process of trying to organise a courier to meet the deadline.	I can confirm that we can only accept hard paper copies of tender documents at the moment. We have found that Post Office special delivery works well for Scilly. Courier companies can struggle to get documents beyond Truro.	4/9/2019
8	can you confirm that someone would be available to sign for a delivery 24hrs at the below address as are aware it may happen out of office hours:	All our post is delivered and receipted at approx. 1:30.pm	4/9/2019
9	Please confirm that no advice on State aid, procurement or in relation to the EU grant funding is required as part of the scope.	Confirmed	06/09/2019
10	Please confirm that no advice on grid connections per se is required, nor any review or negotiation of grid connection/offer documentation.	Confirmed	06/09/2019
11	Please advise who is providing the first draft of the various agreements.	These will be provided by the GO-EV Project Manager	06/09/2019
12	Please confirm that at this stage the Services relate more to strategic or structuring advice in relation to the various contracts and identifying key issues or areas for consideration, rather than detailed drafting and negotiation. This appears to be the intention from the ITT.	It is intended that the Legal Services will take each contract through to signature stage. The contracts will not need to be drafted but amendments may need to be suggested and made. All negotiation will be carried out by the Project Manager with the support of the Legal Services provider.	06/09/2019
13	Expected output (d): as this is a tender for legal services, we would like to enquire as to what type of advice is being sought as regards the correct insurance cover, is the scope to cover the potential legal issues associated with the interplay between ownership (once	Advice is required to ensure that the correct type/level of insurance is specified to cover any legal requirements of the car-share operator in its dealings with members of the public hiring its vehicles.	06/09/2019

	that is settled) and insurance (eg, who holds the insurance, how users can benefit, user insurances, etc).		
14	Expected output (e): Does this also include any contracts with the end user? We assume not, and that it is just the contract with an O&M provider (and the CIC).	The expected output states 'contract and user terms and conditions'. So both a contract with a charge point operator (or similar) and user terms will be required to be reviewed. Again, as in the answer to 12 above, the review and advice will relate to standard terms and conditions rather than the requirement to draft contracts from scratch.	06/09/2019
15	Expected output (f): Regarding the permissions work: the ITT mentions "ongoing permissions / leases". Is the scope to verify that the necessary planning consents and third party property consents are in place?	Planning consents are separate and will not be required to reviewed as part of the scope of the Legal Services. It is expected third party property consents are part of the leases	06/09/2019
16	Expected output (f): Regarding the lease work: (i) who owns the land where the relevant infrastructure will be installed, and is it freehold or leasehold? (ii) will a title review of each location be required (including for any cable routes)? (iii) will any easements/wayleaves be required (eg, for grid connection) or will these be self-contained? (iv) we assume it is anticipated that the Council will grant leases to the CIC; if so, have any terms been considered in respect of these leases?	(i) On St Mary's the intention is to place all charging points on the public highway which are under the control of the Council. On the off islands land is owned by the Duchy of Cornwall and on Tresco the land is leased by the Tresco Estate from the Duchy. A map showing potential charging point locations can be found at https://www.google.com/maps/d/viewer?mid=1m-e4sv7KJZdUUp0hN5omiJl5AXCO9JuD&ll=49.929659054746324%2C-6.31691335000005&z=12 (ii) Due to the nature of ownership of the land as detailed in (i) above, it is not anticipated that a title review will be required (iii) It is anticipated that in most cases cable routes will either be contained within the site of the charger or very close and in any event will most likely be across land in the same ownership structure as above. (iv) No, the terms of the leases have not been considered yet, this is part of the expected output of (f). To be clear it is expected that the Legal Services provider will prepare a suitable document (whether this be lease, license, wayleave or other) to fulfil the requirements of expected output (f). In terms of agreements with the Duchy, it is anticipated that they will be able to provide template documents.	06/09/2019
17	Expected output (f): The nature of the transfer from the Council to the CIC appears to still not be clear (eg, in terms of ownership and what consideration the CIC will	For information it is part of the original funding application that the assets from the GO-EV project will transfer to the CIC. This will be a nil cost to the CIC.	06/09/2019

	<p>pay the Council for the transfer, etc). Much of this detail seems to be expected to be worked up as part of the Services.</p> <p>Please confirm that the scope of work in (f) therefore relates only to the documentation required to physically transfer the assets, and not the establishment and drafting or more complicated asset sales agreements (for instance, where the Council transfers the Project outright to the CIC) and/or operation/concession type agreements (for instance, where the Council retains ownership of the Project and the CIC provides a service).</p> <p>Much depends on the outcome of expected output (d), but this could become a reasonably involved contract.</p>	<p>What is required at (f) is a simple asset transfer to pass ownership of the assets from the Council to the CIC and a leasing arrangement such that the CIC can use the land that the charging stations are sited on for the purposes of charging vehicles and operating the car-share scheme.</p>	
18	<p>Expected output (a): Please confirm that this contract will only need to cover the making available of the platform (and app) to the Council, rather than the actual development of the platform itself.</p> <p>Whilst we anticipate that the agreement may incorporate an initial implementation phase that will enable any relevant configuration and interoperability with third party systems, we understand that any development work (if any) would be undertaken pursuant to a different contract.</p> <p>We expect this arrangement will cover the making available of the solution platform (and an App providing a similar customer journey) to the Council (for use by end users to participate in the car share scheme), and that the platform will incorporate both administrative functions (i.e. to enable the Council to configure and make changes) as well as consumer facing functionality.</p> <p>We understand that the supplier will also provide management, hosting and maintenance for the platform/app as a whole delivery model.</p> <p>We also assume that the device to be installed into the car itself will be provided by the platform provider so that</p>	<p>Correct, the contract will be for the making available of the platform, not a contract for the development of the platform. The intention is to procure an 'off the shelf' fully developed solution. Note that the procurement of the car-share platform provider is being completed by Hitachi Europe Ltd as a delivery partner to the Council.</p> <p>It should be noted that the final platform provider has not yet been procured although negotiations are well advanced and the specification for legal services has been developed on this basis.</p> <p>Due to the fact that the platform provider has not been selected yet, it is unknown whether the platform provider will retain ownership of the on board car share unit or whether ownership of the unit will be transferred to the car-share operator. It is also therefore unknown whether the provider will manufacture the device themselves or not.</p> <p>It is anticipated that there will be a single contract covering all elements covered in expected output (a)</p>	06/09/2019

	<p>it connects to the platform, and will also be installed by the platform provider. Please confirm:</p> <ul style="list-style-type: none"> • whether it is the intention that the platform provider will retain ownership of this device; • whether the platform provider will be manufacturing these devices itself or obtaining from a third party; or • whether this is an open point which you would like our input on <p>We have assumed that the contract will cover all elements in one contract, including the provision of the device by way of an item of IT kit. Please confirm</p>		
19	<p>For the consumer aspects of the various outputs, please confirm that you will only be asking customers to sign up to one set of terms and conditions that would be enter into either via the website or via the app and that these terms would be broadly the same (save to reflect practical ways that the customer will use the two different sales channels)?</p> <p>We assume that you do not need us to prepare a generic website terms of use set of terms that govern only the use of the website for information purposes only. Please confirm that you will not require support in advising on the App store terms and conditions that may also apply where customers can download the app from different provider app stores.</p>	<p>Correct, it is anticipated that there will be a single user agreement for Users of the car share that will cover both web and app bookings.</p> <p>Correct, we will not require advice as part of this contract for App store terms and conditions</p>	06/09/2019
20	<p>Re clauses 7 and 16.4 of Contract, please provide copies of the relevant policies, and confirm that we will have sufficient opportunity to review these and raise/deal with any issues they cause before the Contract is signed.</p>	<p>We are not providing these documents at this stage but confirm that sufficient opportunity will be provided to review them at contract stage.</p>	06/09/2019
21	<p>Please confirm that you will not require any travel to face-to-face meetings, noting that the Charges under the Contract do not allow for recovery of any travel costs/time.</p>	<p>It is not a requirement of the contract to travel</p>	06/09/2019
22	<p>The Contract does not include any limitations of liability. and we would require this to be included in connection</p>	<p>We can confirm that any limitation to liability can be discussed at contract stage.</p>	06/09/2019

	with this scope of works. Please confirm that this would be acceptable.		
23	Clause 13 of the Contract (regarding data protection) is drafted on a controller to processor basis, and therefore not appropriate. We would expect controller to controller provisions to be included. Please confirm this is acceptable.	We would need to seek advice from our own GDPR advisor on this point. We can confirm that we could review this point at contract if required.	06/09/2019
24	Clause 15.6 of the Contract (regarding the return of documents on termination), we need to retain documents in line with our document retention policies and procedures to comply with our legal, regulatory and insurance requirements, please confirm that this is acceptable?	Yes we can confirm that this is acceptable	06/09/2019
25	<p>Expected output (f) The clarifications log helpfully sets out the assets that need to be transferred, we anticipate by way of an asset transfer deed and novations of any necessary contracts (Supply and install contracts and warranties, O&M contracts). We are currently unclear on the anticipated property rights under which the Council will hold the chargers/canopies/possible battery, and thus what would need to be done by way of transfer. Can you clarify If the Council's assets will be installed:</p> <p>a) on freehold land owned by the Council, and if so whether the CIC may take a transfer of that freehold land or if a number of individual leases will be granted to the CIC;</p> <p>b) On land leased by the council and if so whether this is from one single landowner or multiple landowners.</p>	<p>a) As detailed above, it is anticipated that the majority of chargers will be installed on the public highway controlled by the Council. In the case of the off islands this will be land owned by the Duchy of Cornwall and in the case of Tresco leased by Tresco Estate from the Duchy of Cornwall. Some sites on St Mary's may be on land owned by the Duchy but leased from the Duchy. It is not anticipated that freehold land will be transferred to the CIC, but that a suitable form of agreement is developed (whether this be lease, licence, wayleave or other)</p> <p>b) It is likely that only the Council, the Duchy of Cornwall and Tresco Estate will be involved in any agreements.</p>	06/09/2019