

**TMTii 22 – Management of the Change Control Board
& Technical Specifications for TTD Technology Management**

Secondary Competition Questions and Answers

Version 6 – 21/03/18

Our Ref	Date Received	Document Reference	Question and Answer	Date Released
1	-	-	<p><u>Highways England Statement 1:</u></p> <p>TUPE details for the existing “TMT 048 – Management of the Change Control Board and Technical Specifications for TTD Technology Management” contract are now available.</p> <p>Please send a message on Bravo if you would like to receive these.</p> <p>Once received, if you have any questions regarding the TUPE details, please contact:</p> <p>Jenny Winton Mott MacDonald Mott MacDonald House 8-10 Sydenham Road Croydon CR0 2EE United Kingdom</p> <p>020 8774 2993</p> <p>Jenny.Winton@mottmac.com</p> <p>All other questions must be sent to us via Bravo as per the RfQ.</p>	05/03/18
2	02/03/18	TUPE	<p><u>Question</u></p> <p>Could you confirm that there are no employees of current Contractors who would be eligible for TUPE to a new Contractor for this contract</p>	

			<p><u>Answer:</u></p> <p>Please see Highways England statement 1 above. TUPE will apply and information is available on request.</p>	05/03/18
3	02/03/18	RfQ	<p><u>Question</u></p> <p>RfQ Clause 28 Page Length. The clause states that the Quality Submission (defined in clause 23 as comprising 7 elements) is to be no longer than 40 pages. May we suggest that the total of pages for the Methodology Statement is to be 40 pages and that this excludes the remaining 6 submitted elements. The only other restriction being the draft Quality Plan (submitted as a supplement to Q6) has a maximum of 15 pages. Other documents have no restriction.</p>	
			<p><u>Answer:</u></p> <p>Correct, only the Methodology statement (40 pages) and Draft Quality Plan (15 pages) are subject to page count. The rest of what we ask for as part the quality submission is unrestricted.</p>	05/03/18
4	02/03/18	RfQ	<p><u>Question:</u></p> <p>RfQ Annex A indicates the Award of the Call Off Agreement in week 11 – could you clarify the Contract Date, ie the start of the 2 year service; will there be a mobilisation period between the Award and the Start date?</p>	
			<p><u>Answer:</u></p> <p>The Contract date will be on signature of both parties to the call off agreement. Start date will be three weeks after.</p>	05/03/18
5	06/03/18	Scope	<p><u>Question:</u></p> <p>The scope includes a number of activities which are not detailed in any of the Tasks described but which lend themselves to being undertaken during mobilisation. Can a specific task related to Mobilisation be included in the Resource and hence Price Schedules.</p>	
			<p><u>Answer:</u></p> <p>Mobilisation is not a specific task it is for the contractor to mobilise and deliver to the tasks with the required services.</p>	13/03/18

6	06/03/18	Scope	<u>Question:</u> Clauses 3.1.4 & 5 – is this a duplication and hence 3.1.5 can be ignored.	
			<u>Answer:</u> Agreed this is a duplication so 3.1.5 can be ignored	13/03/18
7	06/03/18	Scope	<u>Question:</u> Task Order 1 – Expected Task Duration; the wording stated “the following KPIs” although none are listed, can you clarify please.	
			<u>Answer:</u> Highways England uses Project performance Indicators as specified in section 2.4	13/03/18
8	06/03/18	Scope	<u>Question:</u> New CAB Process – the flow chart includes the decision statement “confers any commercial advantage on the requestor” – can you clarify what “commercial advantage” means.	
			<u>Answer:</u> In this context, Commercial Advantage means that if the change requested favours the supplier and gives them a commercial advantage over other suppliers then the change will be rejected	13/03/18
9	07/03/18	Scope	<u>Question:</u> Description of T02 – Suggests that templates are reviewed every time a CR is raised. Are these not reviewed periodically?	
			<u>Answer:</u> To clarify Change Request Templates refers to all submitted changes requests in the correct / default template to be considered for the attention of the CAB. The information has to be correct in content and style and can be measured using the Project Performance Indicators.	13/03/18

10	07/03/18	Scope	<p><u>Question:</u></p> <p>Description of T04 – States that the Consultant is to host the three websites, but the table on p46 states that “all CAB websites currently hosted under TSS TMT-54 contract”. Please clarify requirements for hosting under this contract.</p>	
			<p><u>Answer:</u></p> <p>The current location of all the CAB websites is covered contractually using TSS TMT-54 a Technology Software Support contract. The website requirements are that the Consultant must arrange the hosting of the web sites. The Consultant must ensure that they have access for support and upgrades and maintenance works as defined in TO4 – Maintaining of the CAB websites.</p> <p>The table at page 46 was for Escrow purposes only, highlighting the web sites, domain names etc that are in scope.</p>	13/03/18
11	07/03/18	Scope	<p><u>Question:</u></p> <p>For the purpose of assessing likely workloads, please confirm whether there is any uncompleted work (e.g. CNs not yet incorporated into specifications) from the current contract which will be handed over to the Contractor.</p>	
			<p><u>Answer:</u></p> <p>The CAB supports operational changes for roadside technology. It's estimated that by the appointment of the new CAB contract TMTii 22 there will have missed three CAB meetings from meeting number 41, there are outstanding seven CN's. There will be a back log of work to the new contractor from the mobilisation period and its estimated that at each CAB there will be 4 new CR's per meeting.</p> <p>Specification work load is driven by roadside technology operations with a priority to Charm delivery. It is estimated that per year ten specifications will be updated with CN's and issued.</p>	13/03/18
12	07/03/18	Scope	<p><u>Question:</u></p> <p>For the purpose of assessing likely workloads, please confirm the number of the CRs, CNs and RNs dealt with under the existing contract during the past two years.</p>	
			<p><u>Answer:</u></p> <p>For the purpose of assessing likely workloads the number of the CRs, CNs and RNs dealt with under the existing contract during the past two years can be found from the meeting minutes or from CMS3.</p>	13/03/18

CR's

The statistics for CR's using CMS3 advance search facility provide the following data using dates from 12th Feb 2016 – 12th Feb 2018. CR's from CR 3086 – CR 3020 = 66 CR's entries this includes for updates and versions such as CR 3049 which has four versions including attachments.

CN's

The statistics for CN's using CMS3 advance search facility provide the following data using dates from 12th Feb 2016 – 12th Feb 2018. CN's 's from CN 2916 – CN 3084 = 168 CN's entries this includes for updates and versions such as CR 3036 which has multiple versions including attachments

RN's in the last two years

File Name (ChangeMaterial)	Author(s)	Originator (Organisation)	Date	Download
CN2920_R -	P Negus / S Harris	P Negus / S Harris (SSL)	28/04/2016	
CN2968_R -	D Smith	D Smith (Atkins)	30/05/2016	
CN3042_R -	Samantha Lottering-Geeson	B Taylor (Highways England (formerly Highways Agency))	26/09/2017	

13

07/03/18

Scope

Question:

For the purpose of assessing likely workloads, please confirm the number of the TAs, RAs and IAs dealt with under the existing contract during the past two years.

			<p><u>Answer:</u></p> <p>The majority of the works for the previous two contracts have been for CR's and CN's using CMS3. For example,</p> <p>The last recorded TA was</p> <table border="1"> <tr> <td>TA2940_1 - S Houghton</td> <td>S Houghton (Peek)</td> <td>13/05/2013</td> </tr> </table> <p>The last recorded RA</p> <table border="1"> <tr> <td>RA2706_2_Attachment_1 - A Owen</td> <td>R Power (IPL)</td> <td>16/10/2009</td> </tr> </table> <p>The last recorded IA</p> <table border="1"> <tr> <td>IA0967_2</td> <td>N Salisbury</td> <td>19/09/1994</td> </tr> </table>	TA2940_1 - S Houghton	S Houghton (Peek)	13/05/2013	RA2706_2_Attachment_1 - A Owen	R Power (IPL)	16/10/2009	IA0967_2	N Salisbury	19/09/1994	13/03/18
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IA0967_2	N Salisbury	19/09/1994											
14	07/03/18	Scope	<p><u>Question:</u></p> <p>For the purpose of assessing likely workloads, please confirm how many specifications have been updated under the existing contract during the past two years.</p>										
			<p><u>Answer:</u></p> <p>The product of new or existing specifications with Change Material for the TMT 48 CAB contract was delayed due to uncertainty with EU policy or awaiting CHARM delivery. Specifications generated and awaiting issue for EU approval during the period of TMT 48 CAB are the following,</p> <p>MCE 2103 P, MCE 2201 D, MCE 2212 C, MCE 2574 A, MCE 1063 A, MCE 1622 D, MCH 1696 F, MCH 1780J, MCH 1798H, MCH 1617C, TR 2132 G, TR 2144 J, TR 2167 E, TR 2195 E, TR 2199 D, MCH 1619 F, TR 2192C, TR 2627A and MCE 2214B</p>	13/03/18									
15	08/03/18	Resource Schedule	<p><u>Question:</u></p> <p>Clause 39 states "The Supplier's resources contained in the Task price list must align with the Resource Schedule..."</p> <p>However, when reviewing the RFQ, the only relevant reference we could find in the requirements was in Annex B (Table 2 - Q7.1a) "...ensuring appropriate resource allocation and utilisation..." We also note that the Resource Schedule is not listed as a requirement in clause 23 or 24.</p>										

			Please would Highways England clarify whether the 'Resource Schedule.xlsx' provided with the tender documents is to be submitted with our proposal, and if so, as part of which element of the response i.e. Quality Submission (technical envelope) or Financial Submission (commercial envelope)?	
			<p><u>Answer:</u></p> <p>The resource schedule is treated as a Quality document, the price schedule is treat as a Financial document.</p> <p>As such the resource schedule is a version of the resources suggested with prices removed. This allows the quality assessment panel to check resource allocation against tenderers quality methodology, without sight of the costs of that resource which might detract from an objective assessment based purely on quality. Therefore in relation to Clause 39, please complete the Resource Schedule and add to the Quality Submission (technical envelope) on Bravo.</p>	13/03/18
16	09/03/13	Call Off Agreement	<p><u>Question:</u></p> <p>Appendix 2 of the Scope Specification includes a Form of Parent Company Guarantee. Please confirm that as the Call-Off Agreement Contract Data does not include X4 that a PCG will not be required. Please note that companies without a parent company are therefore not being treated equally than those that do; may we suggest that all companies could therefore be required to provide a form of financial guarantee regardless of their ownership status.</p>	
			<p><u>Answer:</u></p> <p>Highways England is not asking for a PCG to be provided with the quotation submission.</p> <p>Highways England might need to request a PCG, either during assessment or during the life of the contract with the successful Supplier.</p> <p>An example of why we might ask for one could be due to a change in ownership of the Supplier and/ or a change of the Supplier's financial circumstances. Companies that don't have parent companies would be asked to provide another form of guarantee if requested.</p>	13/03/18
17	09/03/13	Call Off Agreement	<p><u>Question:</u></p> <p>Clause X18. We propose that the cap on liability for indirect losses in the Contract Data should be 'Nil'. This would be in accordance with OGC guidelines and this exclusion has to our knowledge been accepted by Highways England and included in similar contracts. The Contractor's overall cap on liability in the Contract data of £1m appears to be repeating insurance levels, whereas as acknowledged in the Guidance Notes to the PSC Short form of contract the overall cap on liability 'is likely to be significantly</p>	

			lower'. Accordingly we would suggest an overall cap expressed as an annual cap of say 150% of annual contract value which would be consistent with the highest level of annual cap proposed by OGC.	
			<p><u>Answer:</u></p> <p><u>Tender Amendment 1 – TA1</u></p> <p>Option X18 in the Call off Agreement has been amended.</p> <p>Therefore please see the revised 'TMTii 22 – Call off Agreement (V2)' which has been uploaded to the tender amendment folder on Bravo</p>	13/03/18
18	09/03/13	Call Off Agreement	<p><u>Question:</u></p> <p>Insurance We request deletion of references to joint names insurance in NEC PSC Clause 80 as indemnity to principals provisions are included in our policies where appropriate. Although our insurances are not written as being for each and every claim as required in the Contract Data Part One, but are generally in the aggregate, in practice they would provide cover for each and every claim as we would take out additional levels of insurance as required if a number of claims were made in one year.</p>	
			<p><u>Answer:</u></p> <p>This is a core clause which we are unable to amend. Consultants are required to provide the insurances required as per the Contract Data.</p>	13/03/18
19	09/03/13	Call Off Agreement	<p><u>Question:</u></p> <p>Section Z3: We do not believe this set off mechanism is reasonable for recovering monies owed. We request it be removed.</p>	
			<p><u>Answer:</u></p> <p>This is a standard Cabinet Office requirement and will not be removed. The Clause protects the Employer from financial risk.</p>	13/03/18
20	09/03/13	Call Off Agreement	<p><u>Question:</u></p> <p>Section Z21.3: This clause seems unreasonable as it allows the Employer to request a reduction in rates at any point of the contract, and to then terminate the contract in the event the Consultant doesn't agree. We request this clause be removed.</p>	

			<p><u>Answer:</u></p> <p>This clause is added as a requirement from the Cabinet Office to all of our contracts but the chance of its use is remote.</p> <p>The intent is that this gives a legitimate contractual route to look at staff rates and aligns with the Cabinet Office's desire to be able to undertake such actions, as they did in 2010-12 with suppliers. Before this clause there was no contractual route to undertake this if we were directed by Cabinet Office or to conclude a contract if a supplier was not willing to co-operate in such an action. The Employer will not have a right to terminate the contract where the Contractor cannot find savings or implement them as described.</p> <p>The expectation is the Contract will be run in accordance with clauses Z21.1 & 21.2 with 21.3 being used only in exceptional circumstances.</p>	13/03/18
21	13/03/18		<p><u>Question:</u></p> <p>We note that there are inconsistencies with the title for this project across the tender documentation, i.e. some refer to the 'Change Control Board (CCB)' and others to the Change Advisory Board (CAB).</p> <p>Would Highways England please confirm that the title for this project should be 'Management of the Change Advisory Board and Technical Specifications for TTD Technology Management" - see also Change Control / Advisory Board meeting notes from Feb-2015?</p>	
			<p><u>Answer:</u></p> <p>The official title for this requirement is 'TMTii 22 - Management of the Change Advisory Board and it's Websites for Highways England Technical Specifications (2017)' as per the Scope.</p> <p>We note however on other documentation a different title has been used. Going forward any new or updated documentation will contain the title as above</p>	13/03/18
22	14/03/18	Scope	<p><u>Question:</u></p> <p>In the existing hosting environment how many virtual machines are used to provide the NMCS.org, CMS-3.org and tssplansregistry.highways.gov.uk websites?</p>	

			<p><u>Answer:</u></p> <p>In the current CAB hosting environment there is a single virtual server which hosts the three CAB websites (NMCS.org, CMS-3.org, and tssplansregistry.highways.gov.uk).</p>	14/03/18
23	14/03/18	RfQ	<p><u>Question:</u></p> <p>We are engaged in developing our submission, which requires a fully considered solution, commercial assessment and detailed quality response; which the answers just received will assist. In order for us to provide as comprehensive a submission as possible, including risk and corporate governance we believe that some additional time is required to the return date. May we therefore request 2 weeks to the return date to April 9th, 2018</p>	
			<p><u>Answer:</u></p> <p>Due to programme constraints and timescales we are unable to grant any time extensions for this competition</p>	14/03/18
24	14/03/18	Call Off Agreement	<p><u>Question:</u></p> <p>In respect of the answer to Q18, the deletion of the joint names requirement from the NEC insurance clause is a standard amendment which in our experience has always been accepted by HE when using NEC forms of contract, and indemnity to principals provisions are similarly always accepted as an equivalent alternative to joint names insurance.</p>	
			<p><u>Answer:</u></p> <p>For the avoidance of doubt we do not want insurances in joint names. Clause 80 of the PSC does not ask for insurance in joint names.</p>	14/03/18
25	14/03/18	Call Off Agreement	<p><u>Question:</u></p> <p>In addition to Answer 18 we confirm that as annual policies for an unlimited number of claims basis in the year are not generally available and would not be commercially realistic for all insurances, we propose that Contractors would therefore take out extra levels of insurance as a 'top up' if and when required so as to maintain the level of the annual aggregate cover, so that by thereby increasing the cover as a direct response to the number of claims made in a year, a sufficient level of cover would always be maintained as necessary during each insurance year.</p>	

			<p><u>Answer:</u></p> <p>Insurances are as per the call off agreement. However it is down to the supplier to explain how their responsibility for undertaking and dealing with insurance claims meets the required levels as part of their quotation submission (Clause 24 of the RfQ)</p>	14/03/18										
26	15/03/18	Price Schedule	<p><u>Question:</u></p> <p>We also believe there is a small calculation error in the pricing schedule. In tab "Task Price List", cell O81 should read "=sum(O22:Z22)" to ensure it picks up the correct hours for the task for that resource 5; it current is looking at O25:Z25.</p>											
			<p><u>Answer:</u></p> <p><u>Tender Amendment 2 – TA2</u></p> <p>This has been corrected. Please see 'TMTii 22 – price schedule (V2)' in the tender amendment folder on bravo</p>	20/03/18										
27	15/03/18	MCH1623	<p><u>Question:</u></p> <p>Please supply details on the Document Management System specified in MCH1623, particularly the following:</p> <ol style="list-style-type: none"> 1 Details of hardware including storage capacity 2 Details of software packages including any ongoing licences 3 How the system is to be handed over from the current contractor (Mott MacDonald) to the new contractor" 											
			<p><u>Answer:</u></p> <p>1 – The CAB system currently has no hardware it is a virtual server running within TMT – 054. With the following parameters</p> <table border="1" data-bbox="595 1262 1825 1473"> <thead> <tr> <th>Hardware Requirement</th> <th>Hardware Information</th> </tr> </thead> <tbody> <tr> <td>Virtual Server (Make and model of the physical server)</td> <td>Virtual Server is a simulation of a Hewlett Packard ProLiant DL380 G6</td> </tr> <tr> <td>Physical Memory installed</td> <td>Virtual Server uses 12GB of memory</td> </tr> <tr> <td>Disk space used</td> <td>Virtual Server has 67.1GB of disk space</td> </tr> <tr> <td>Disk space available in total</td> <td>Total space 99.5 GB – 67.1 GB = 32.4 GB</td> </tr> </tbody> </table>	Hardware Requirement	Hardware Information	Virtual Server (Make and model of the physical server)	Virtual Server is a simulation of a Hewlett Packard ProLiant DL380 G6	Physical Memory installed	Virtual Server uses 12GB of memory	Disk space used	Virtual Server has 67.1GB of disk space	Disk space available in total	Total space 99.5 GB – 67.1 GB = 32.4 GB	20/03/18
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			<table border="1"> <tr> <td>Operating system and version</td> <td>Microsoft Windows Server 2016 Standard</td> </tr> </table> <p>2 – Software packages have been confirmed in the Escrow documentation however further confirmation is required specifically for Server information.</p> <table border="1"> <thead> <tr> <th>Software Requirement</th> <th>Software Information</th> </tr> </thead> <tbody> <tr> <td>Virtualisation software and version</td> <td>VMware ESXi 5.5.0 (likely to be upgraded by TMT-054 Technology Software Systems to ESXi 6.1 in 2018, this will not change the CAB VM details).</td> </tr> <tr> <td>Any other related hardware (screen, keyboard etc.)</td> <td>N/A for a virtual server. VM instance is connected to TMT 54 Technology Software Systems hosting environment and is only remotely accessible.</td> </tr> <tr> <td>Method of data backup</td> <td>- Database is backed up on the virtual server using a backup script that runs at daily. This backup is then transferred to the TMT 54 Technology Software Systems Hosting environment where it is backed and retained for a period of 2 months.</td> </tr> <tr> <td>Backup regime (e.g. daily incremental, weekly, monthly)</td> <td>Daily Database Backup.</td> </tr> <tr> <td>Daily Database Backup.</td> <td>Backup policy is defined by TSS and is retained for 2 months on tape media. Restoration of a backup is by request to the TSS helpdesk</td> </tr> </tbody> </table> <p>3 - The consultant is to liaise with Mott MacDonald and establish a mobilisation plan for the handover of the website services to ensure that the services are operational within the specified Mobilisation period. This activity has previously been actioned and implemented at the start-up of the previous CAB TMT 48 Contract.</p>	Operating system and version	Microsoft Windows Server 2016 Standard	Software Requirement	Software Information	Virtualisation software and version	VMware ESXi 5.5.0 (likely to be upgraded by TMT-054 Technology Software Systems to ESXi 6.1 in 2018, this will not change the CAB VM details).	Any other related hardware (screen, keyboard etc.)	N/A for a virtual server. VM instance is connected to TMT 54 Technology Software Systems hosting environment and is only remotely accessible.	Method of data backup	- Database is backed up on the virtual server using a backup script that runs at daily. This backup is then transferred to the TMT 54 Technology Software Systems Hosting environment where it is backed and retained for a period of 2 months.	Backup regime (e.g. daily incremental, weekly, monthly)	Daily Database Backup.	Daily Database Backup.	Backup policy is defined by TSS and is retained for 2 months on tape media. Restoration of a backup is by request to the TSS helpdesk	
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28	16/03/18	MCH1623	<p>Question:</p> <p>Please could you confirm that the websites include the Configuration Management System and its associated database as described in MCH1623.</p>															

			<p><u>Answer:</u></p> <p>The Change Advisory Board (CAB) project is responsible for the maintenance and support of the following websites:</p> <ul style="list-style-type: none"> •NMCS2 https://www.nmcs2.org •CMS-3 http://www.cms-3.org •TSS Plans Registry https://tssplansregistry.dft.gov.uk/login.asp <p>The Configuration Management System is the web tool CMS-3.org and its operational procedures are described with MCH 1623.</p>	20/03/18
29	16/03/18	Call Off Agreement	<p><u>Question:</u></p> <p>Clause 8 of the Call Off Agreement requires the Consultant to take out Professional Indemnity Insurance which covers asbestos. This is not standard insurance that Consultants are asked to provide.</p> <p>As this task is office based, can Highways England please remove the requirement for insurance to cover asbestos?</p>	
			<p><u>Answer:</u></p> <p>The words in the Contract Data reflect the insurances available in the market however if their policy doesn't cover asbestos any claim will only be for the amount in the PI, but if it does include asbestos then there is a £1m cap on their liability as this is all that is available in the market. We're not requesting you to go out and buy a new asbestos insurance policy.</p>	20/03/18
30	16/03/18	Call Off Agreement	<p><u>Question:</u></p> <p>Clause Z3.1 of the Call Off Agreement allows for cross contract set-off of undemonstrated amounts. We consider this to be unreasonable, and request that Clause Z3.1 is amended as follows:</p> <p>"Where under this contract between the Consultant and the Employer any demonstrable and realised sum of money is recoverable from or payable by the Consultant, such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time after may become due to the Consultant under this contract or any other contract with the Employer."</p>	

			<p><u>Answer:</u></p> <p>This is a standard Cabinet Office requirement. The Clause protects the Employer from financial risk and seeks to only recover the sums that are outstanding between the two parties.</p>	20/03/18
31	16/03/18	Call Off Agreement	<p><u>Question:</u></p> <p>Government guidelines for public sector contracts state that liability for indirect losses should be excluded, and it is customary to reflect this by adding 'Nil' as the cap on liability for indirect losses in X18, as has been done on other TMTii contracts.</p> <p>We request that the liability for indirect losses is set to 'Nil'.</p>	
			<p><u>Answer:</u></p> <p>This has already been amended as part of Tender Amendment 1 (TA1)</p>	20/03/18
32	16/03/18	Call Off Agreement	<p><u>Question:</u></p> <p>Clause Z4.3 allows for novation to any organisation including those with which we have commercial or ethical objections to. We request that the first sentence of Clause Z4.3 is amended as follows: "If requested by the Employer, and agreed by the Consultant, the Consultant executes a novation agreement transferring the benefit and burden of this contract to..."</p>	
			<p><u>Answer:</u></p> <p>This is a standard Highways England clause and will remain as part of the Conditions of Contract.</p>	20/03/18
33	16/03/18	Call Off Agreement	<p><u>Question:</u></p> <p>The last section of Clause Z14.3 requires actions by the Consultant which may breach the current Data Protection Act, and the imminent General Data Protection Regulation. We request that the following is deleted from Clause Z14.3: "...including copies of any written communications to and/or from the Consultant's personnel, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with the Consultant's personnel in connection with obligations as to confidentiality.</p>	

			<p><u>Answer:</u></p> <p>This is a standard Highways England clause and will remain as part of the Conditions of Contract.</p> <p>Z14.3 requires the Consultant to keep evidence that it has ensured that Confidential Information will be handled by its personnel to comply with the Contract Conditions i.e. the records of meeting where data handling was discussed. We do not see how this would constitute a breach of existing or future Data Protection Acts. The contract will be updated in due course to reflect the new GDPR requirements which come into force on 25 May 2018.</p>	20/03/18
34	16/03/18	Call Off Agreement	<p><u>Question:</u></p> <p>Clause Z14.4 states that the confidentiality obligation will lie with the Consultant's organisation and not directly with his employees. We will not ask our employees to enter into separate confidentiality agreements, and request that Clause Z14.4 is deleted.</p>	
			<p><u>Answer:</u></p> <p>This is a standard Highways England clause and will remain as part of the Conditions of Contract.</p>	20/03/18
35	19/03/18	Call Off Agreement	<p><u>Question:</u></p> <p>With respect to Clause Z31 could you indicate if any of the identified task Orders will be managed under this target mechanism; and for future tasks what mechanisms will be used to determine how Clause z31 will be used.</p>	
			<p><u>Answer:</u></p> <p>Task Orders will be managed/paid as per the price schedule.</p> <p>Z31 is there if the Employer wanted to alter how we pay the Consultant, in which the Consultant would be contacted by the Employer.</p>	20/03/18

Questions asked after the Tender Question Deadline (19/03/18 11:00)

Note Highways England can't guarantee to answer these questions however will endeavour to do so

36	19/03/18	RfQ	<p><u>Question:</u></p> <p>There are a number of clarification questions which remain unanswered and will affect our commercial response which has to go through our internal governance review before submission. As we have been forced to delay our commercial review, can we have an extension to 17:00 on Thursday, 29th March.</p>	
			<p><u>Answer:</u></p> <p>The current CAB service isn't available and this replacement is needed as soon as possible to avoid delay for operational works such as Smart Motorway projects. There is also operational Health and Safety risk as well so it is imperative we award TMTii 22 without further delay.</p> <p>Therefore unfortunately the request for extension has been denied</p>	20/03/18
37	21/03/18	Scope	<p><u>Question:</u></p> <p>With reference to Q27 and you answer, may we check that the details of hardware systems provide relate to the Document Management System (which we understand to be a separate system) and not to the CAB as per the answer, or is the DMS part of the CAB suite?</p>	
			<p><u>Answer:</u></p> <p>The DMS referred to is part of the suite and is actually the web site CMS-3</p>	21/03/18