

**TMTii 31: Connected and Autonomous Vehicle Pilots  
Implementation Partner (CAV-PIP)**

**Secondary Competition Questions and Answers**

*Version 7 –26/07/17 (Final)*

<b>Our Ref</b>	<b>Date Received</b>	<b>Document Reference</b>	<b>Question and Answer</b>	<b>Date Released</b>
1	21/06/17	RfQ 1.1.3 Scope 2.13.9	<p><b><u>Question:</u></b></p> <p>Further to the message issued on 20 June, we have tendered for involvement in one of the projects listed in 1.1.3 of the Scope. If awarded, our role would be to work on behalf of the employer as an impartial technical advisor and pilot implementation partner to deliver a safe and effective trial and to monitor and evaluate the outcome. Many of the services would be similar to those outlined in 1.1.4 of the Scope. We do not intend to deploy CAV and C-ITS services and infrastructure on a commercial scale. Please could you confirm whether such involvement would preclude us from bidding for the CAV-PIP requirement?</p>	
			<p><b><u>Answer:</u></b></p> <p>If you are not undertaking the role of equipment manufacturer or software provider as part of the project you mention, then this would not preclude you from bidding for CAV-PIP. Our intention behind this segregation of duties is to prevent a scenario whereby an equipment manufacturer is providing equipment through one contract, and then providing technical assistance and evaluation services on their own equipment via the CAV-PIP contract.</p>	22/06/17
2	21/06/17	RfQ 1.1.3	<p><b><u>Question:</u></b></p> <p>We note that the Interurban CAV test bed is one of the projects in 1.1.3. Is this the same test environment suggested in Stream 3 of the Innovate UK connected and autonomous vehicles test bed competition?</p> <p><a href="https://www.gov.uk/government/publications/funding-competition-connected-and-autonomous-vehicles-test-bed">https://www.gov.uk/government/publications/funding-competition-connected-and-autonomous-vehicles-test-bed</a></p> <p>Is it the Employers / Government's intention to procure an interurban test bed solution separate to this role, similar to Stream 1 and Stream 2 of the Innovate UK connected and autonomous vehicles test bed competition that is currently running?</p>	

			<p><b><u>Answer:</u></b></p> <p>Yes the Interurban CAV test bed is one of the projects from Stream 3 of the InnovateUK competition. The CAV-PIP will support development of the aforementioned Innovate UK test bed; Highways England will not be procuring a separate testbed.</p>	22/06/17
3	22/06/17	RfQ 1.1.3 Scope 2.13.9	<p><b><u>Question:</u></b></p> <p>Further to your note on 20th June regarding clause 2.13.9 of the scope, please advise if we were to be a sub-contractor to the winning bidder, would we be prohibited to tender for the deployment of C-ITS equipment, services and infrastructure on a commercial scale.</p>	
			<p><b><u>Answer:</u></b></p> <p>If you are undertaking the role of equipment manufacturer or software provider as part of the projects listed in 1.1.3, then this would preclude you from bidding for CAV-PIP. Our intention behind this segregation of duties is to prevent a scenario whereby an equipment manufacturer or software provider is providing equipment or software through one contract, and then specifying the equipment or software, or providing technical assistance and evaluation services on their own equipment or software, via the CAV-PIP contract.</p>	23/06/17
4	22/06/17	RfQ	<p><b><u>Question:</u></b></p> <p>Should the Quality Submission include CVs? If so, are they included in the 60 A4 sized pages Page Limit specified in paragraph 26 of the RfQ?</p>	
			<p><b><u>Answer:</u></b></p> <p>We do not require CVs to be submitted, however we are asking for CV-type information which will be provided in the Key People table in Contract Data Part 2. The quality questions within the RfQ focus on core experience of the people, so no CVs necessary.</p>	23/06/17
5	28/06/17	RfQ	<p><b><u>Question:</u></b></p> <p>With the complex nature of the tender requiring specialist support services from SMEs, we would kindly request a 2-week extension in order to provide sufficient time to negotiate and agree commercial arrangements with suppliers and ensure that these new suppliers have Crown Commercial Services agreement to include them on our TMTii supplier list.</p>	

			<p><b><u>Answer:</u></b></p> <p>Due to programme date restraints Highways England are unable to grant this request</p>	30/06/17
6	30/06/17	TA1	<p><b><u>Highways England Statement 1</u></b></p> <p><b><u>Tender Amendment 1 (TA1)</u></b></p> <p>Dear suppliers</p> <p>We have corrected a few minor errors in the Scope and Call Off Agreement documents.</p> <p>Scope:</p> <ul style="list-style-type: none"> <li>• Added definitions to Annex B that were missing and removed definitions that aren't used.</li> <li>• Decapitalised items which are not required as definitions.</li> <li>• Used definitions where they are available in Annex B.</li> <li>• Corrected typos and aligned to NEC terminology where possible.</li> <li>• Added a Task Order form at Annex F.</li> <li>• Added links to documents where available.</li> <li>• Corrected typos in Annex A R8-R10.</li> </ul> <p>Call Off Agreement:</p> <ul style="list-style-type: none"> <li>• Corrected insurance levels in Annex C Contract Data Part One.</li> <li>• Corrected Annex J to refer to "services" as per PSC.</li> </ul>	
7	30/06/17	RfQ Annex B Table 2	<p><b><u>Question:</u></b></p> <p>Within Annex B Table 2 'Quality Questions' there is no reference to R3 'Programme Manager'. Please advise where the experience, competence and qualifications relevant to this role are being assessed?</p>	
			<p><b><u>Answer:</u></b></p> <p>We anticipate this will be demonstrated through Tenderer's responses to Question 8, which deals with overall management of the contract.</p>	05/07/17
8	30/06/17	RfQ Annex C Table 1	<p><b><u>Question:</u></b></p> <p>Within Annex C Table 1 'Scoring Matrix', there are a number of references to programme within the scoring criteria, including 'that the activities will be completed within the time and budget constraints'. The scope provides no indicative programme or milestones, therefore, leaving the scoring aspect associated</p>	

			with programme open to interpretation. We recommend that either the reference to programme is removed from the assessment criteria, or an indicate milestone programme is provided in order to obtain consistency across proposals.	
			<p><b><u>Answer:</u></b></p> <p><b><u>Tender Amendment 3 (TA 3) – Updated RfQ (v2)</u></b></p> <p>You are correct that no programme is identified. Please note this is a standard scoring matrix and the references to “programme” are an oversight on our part. The RfQ has been updated.</p>	05/07/17
9	30/06/17	RfQ 1.1.3	<p><b><u>Question:</u></b></p> <p>In reference to your clarification on the Conflict of Interest clause, we seek a clear and unambiguous definition of your use of the term ‘services’. The communication dated 20th June states ‘As to avoid a conflict of interest, the Consultant accepts that they are prohibited from tendering for any Employer opportunities which aim to deploy CAV and C-ITS services and infrastructure on a commercial scale. The intention of this clause is that this tender is intended to be an independent assurer and technical advisor. In order to guarantee impartiality, the successful tenderer would not be able to provide equipment or services on the projects identified below:</p> <p>a. A2/M2 Connected Corridor and the UK aspect of InterCor (including Tasks for TfL, KCC and DfT, which shall be commissioned through the Employer);  b. UK CITE;  c. Freight Platooning;  d. Interurban CAV test bed; and  e. Other implementation and/or transition support services for CAV and C-ITS business change projects.’</p> <p>Please confirm that our interpretation is that this entire clause is about “providing services on a commercial scale” – otherwise all consultants will be precluded.</p>	
			<p><b><u>Answer:</u></b></p> <p><b><u>Tender Amendment 4 (TA 4) ) – Updated Scope (v3)</u></b></p> <p>Apologies for any ambiguity caused on our behalf. We believe Q3 is the clearest response; we need to maintain a segregation of duties between software providers, equipment providers and technical assurance services. For the avoidance of doubt, the Scope has been updated once more to reflect this.</p>	05/07/17

10	30/06/17	RfQ	<p><b><u>Question:</u></b></p> <p>We note your response to clarification question 5, however, we respectfully request that Highways England reconsider granting an extension of 2 weeks to the submission date. Without this extension we will be unable to submit a proposal.</p>	
			<p><b><u>Answer:</u></b></p> <p>Having discussed this with partners, given the important nature of this tender and number of requests to extend we would like to proceed with a two week extension.</p> <p><b><u>Tender Amendment 2 (TA 2) – Time extension</u></b></p> <p>The tender return date on Bravo has now been amended to 28 July 2017</p> <p>The RfQ has also been updated to change show this.</p>	05/07/17
11	12/07/17	Call Off Agreement	<p><b><u>Question:</u></b></p> <p>We note in the call off that X4 is not applicable, but reference has been made to a Parent Company Guarantee in Z51, Z50 and Z49. Please can you confirm that this is not required?</p>	
			<p><b><u>Answer:</u></b></p> <p>Z49 to Z51 outline circumstances during the lifetime of a contract where a PCG may be required, but a PCG is not required at the outset of the contract.</p>	13/07/17
12	12/07/17	RfQ	<p><b><u>Question:</u></b></p> <p>Please can you confirm the expected SFIA competencies for each of the Key Roles?</p>	
			<p><b><u>Answer:</u></b></p> <p>Tenderers are expected to match the most appropriate SFIA grade to the key person they are putting forward. Those key people should hold the SFIA competencies according to the SFIA grade that tenderers associate them to (e.g. Tenderer A states Person X is Follow A1, therefore Person X should hold the Follow A1 competencies).</p>	13/07/17

13	12/07/17	Call Off Agreement	<p><b><u>Question:</u></b></p> <p>Please can you clarify whether or not the total liability of £5m includes consequential loss of X18 and if so whether it would be helpful for us to propose some wording to clarify that?</p>	
			<p><b><u>Answer:</u></b></p> <p>The total liability of £5m outlined in section 8 of Contract Data Part One includes the £5m outlined in section X18. We believe this is already clear in the Call Off Agreement.</p>	13/07/17
14	12/07/17	Price List	<p><b><u>Question:</u></b></p> <p>Given that your requirement is to manage a supply chain of experts you need a lead partner who can draw upon specialist skills of third parties where appropriate. The challenge is that the third party rates may lie outside the range of the TMT Lot 12 lead. Please can you confirm that it is only the TMT Lot 12 lead which is subject to the submitted rate caps?</p>	
			<p><b><u>Answer:</u></b></p> <p>If the TMT Lot 12 lead is tendering as a consortium and a member of the consortium is another TMT2 contractor who wants to retain their own rates, they are welcome to put forward both suppliers TMT2 rate cards. If the TMT Lot 12 lead has a sub-contractor who is not on TMT2, or the other contractor is on TMT2 but they don't want to disclose their rates to the TMT Lot 12 lead, then all members of the tendering consortium have to comply with the TMT2 Lot 12 lead rate card.</p> <p>Unfortunately as part of the TMT2 application procedure, CCS did not request prices for all SFIA grades. Therefore we have included all other SFIA grades in the Pricing Schedule. In section 4 the amber cells must not exceed the TMT2 tendered rates (as per RfQ para 31) and the yellow cells are not Framework Prices therefore can be set at whatever you deem appropriate. We have included the more senior SFIA grades as we recognise some projects require senior leadership; this approach was cleared with CCS.</p>	13/07/17
15	13/07/17	Price List	<p><b><u>Question:</u></b></p> <p>Clarification on the last bullet point within the 'Pricing Schedule'. If any of the defined Task Orders (TO1-TO10) require the use of other roles in addition to the use of the named key-people roles within Section 1, then will the day rates in section 4 be used?</p>	

			<p><b><u>Answer:</u></b></p> <p>Yes the day rates in section 4 will be used.</p>	13/07/17
16	13/07/17	Scope	<p><b><u>Question:</u></b></p> <p>Please provide further detail on the role and qualifications required of the Programme Manager and specifically what the expectations are from Highways England for this role across the Task Orders?</p>	
			<p><b><u>Answer:</u></b></p> <p>The R3 Programme Manager role will coordinate the delivery of all Task Orders on behalf of the <i>Consultant</i> and ensure that resource is levelled properly across all Task Orders. They would also be expected to support the identification of workstreams that run across all Task Orders that can be delivered centrally to maximise efficiency of delivery. Finally, at the request of the <i>Employer</i>, the role may be expected to actively support the delivery of the programme for the <i>Employer</i>. This would include support in the development of project management deliverables and supporting the embedment of the clients Project Control Framework within the programme through establishment of a PMO.</p>	14/07/17
17	14/07/17	Call Off Agreement	<p><b><u>Question:</u></b></p> <p>Which agreement takes precedence, the call-off or the Framework agreement?</p>	
			<p><b><u>Answer:</u></b></p> <p>NEC3 does not have the concept of precedence; inconsistencies are dealt with via cl 16. The Framework Agreement applies to your contract with CCS whereas the Call-Off applies to individual contracts awarded via the framework agreement.</p>	14/07/17
18	14/07/17	Call Off Agreement	<p><b><u>Question:</u></b></p> <p>The call-off suggests that the call-off agreement overrides all other agreements in relation to this project. Please clarify as there are conflicting provisions in the framework which suggest otherwise?</p>	
			<p><b><u>Answer:</u></b></p> <p>See Q17.</p>	14/07/17

19	14/07/17	Price list	<p><b><u>Question:</u></b></p> <p>Please can you confirm that agreed mark-up can be added to sub-contractor rates?</p>	
			<p><b><u>Answer:</u></b></p> <p>If the prime contractor has a sub-contractor who is not on TMT2, then all members of the tendering consortium have to comply with the prime contractor's rate card. The <i>staff rates</i> are therefore assumed to include any agreed mark-up; there is no separate mechanism for adding mark up.</p>	14/07/17
20	14/07/17	Call Off Agreement	<p><b><u>Question:</u></b></p> <p>Clauses Z21.3 &amp; Z30 – We would request that Highways England put in place some form of protocol that will limit the potential, frequency and magnitude of this happening.</p>	
			<p><b><u>Answer:</u></b></p> <p>We are not permitted to change any of the standard NEC wording or Z clauses, as this forms part of the TMT2 framework agreement.</p>	14/07/17
21	21/07/17	Call Off Agreement	<p><b><u>Question:</u></b></p> <p>In relation to Call Off Agreement Contract Data Part 1 our Professional Indemnity Insurance does not cover for asbestos related claims.</p> <p>We request that Highways England considers removing the requirement for insurance to cover liability arising out of asbestos as this is not relevant to the scope of services?</p>	
			<p><b><u>Answer:</u></b></p> <p>The inner limit of £1m will be retained for Asbestos even though it may not be relevant for this project. Therefore we will not be amending the contract data.</p>	24/07/17

22	21/07/17	Call Off Agreement	<p><b><u>Question:</u></b></p> <p>In relation to Call Off Agreement Contract Data Part 1 Clause 8 Indemnity, insurance and liability, our insurance is not held on a per occurrence basis but instead held based on “each claim or a serious of claims”.</p> <p>We request that Highways England consider changing;  Professional Indemnity insurance to be “...In respect of each claim or series of claims arising from the same originating cause.”  Public Liability insurance to be “...In respect of each occurrence or series of occurrences arising from the same event.”  Employers Liability insurance to be “...In respect of each occurrence or series of occurrences arising from the same event.”</p>	
			<p><b><u>Answer:</u></b></p> <p>The suggested amendment from “any one occurrence” to “any one claim or series of claims” is typographical in nature only. Amendment not necessary</p>	24/07/17
23	21/07/17	Call Off Agreement	<p><b><u>Question:</u></b></p> <p>We note that option X18 is a partial cap on liability to the Employer only. We request that Highways England consider making this an overall cap on liability.</p> <p>We propose a Z clause replacement for PSC3 Clause 82.1 as follows;  “Delete Clause 82.1 and add the following:  The Consultant’s liability to the Employer and all other parties under the Contract and any other related document (save for death and/or personal injury, damage to third party property and/or fraud) in the aggregate of all claims under or in connection with the provision of the services, whether in contract or in tort, in negligence, for breach of statutory duty or otherwise is limited to £5,000,000.</p>	
			<p><b><u>Answer:</u></b></p> <p>The wording in Option X18 will not be changed</p>	24/07/17

24	21/07/17	RfQ	<p><b><u>Question:</u></b></p> <p>Another Highways England technology services procurement is running in parallel with the CAV-PIP procurement. This other procurement is subject to a level of change and extension which is consuming tenderers attention, as a consequence it is affecting the level of resource that can be focused on the CAV-PIP response.</p> <p>We would like to request that Highways England consider extending the deadline of the CAV-PIP submission by one week to the 4th August.</p>	
			<p><b><u>Answer:</u></b></p> <p>This competition has already been extended once by 2 weeks (see Q10/TA 2) and due to programme restraints Highways England are unable to grant any further requests</p>	24/07/17
25	25/07/17	Call Off Agreement	<p><b><u>Question:</u></b></p> <p>We have noted an omission in the Call off Agreement which has been identified during the completion of the Contract Data forms. Under TMTii17, Call off Agreement Annex H, the Q&amp;A and Clarifications were included and therefore part of the Agreement. Under TMTii31 Call off Agreement there is no reference to Q&amp;A or Clarifications, however these should be part of the contract. Please confirm that the Q&amp;A and Clarifications form part of the contract and are to be included in the Call off Agreement?</p>	
			<p><b><u>Answer:</u></b></p> <p>The Q&amp;A does not form part of the contract as any amendments to the contract documents triggered by Q&amp;A or clarification will be finalised prior to contract signature. We have decided to take this approach going forward.</p>	26/07/17