

Highways England Electric Vehicle Charge Points - (ESPO 636)
Secondary Competition Questions and Answers
Version 5 – 08/11/2018

Our Ref	Date Received	Document Reference	Question and Answer	Date Released
1	24/10/18	Service Information	<p><u>Question:</u></p> <p>Can Highways England please clarify their position on revenue generation from the charging infrastructure. Are we to assume that there is an ability to implement a user tariff on the charging equipment? Are bidders able to generate an income from the equipment? Is Highways England expecting to receive any ongoing revenue from the charging network?</p>	
			<p><u>Answer:</u></p> <p>Please refer to Volume 4 – Service Information, Schedule 14, clause S14.3.1.</p> <p>The Supplier’s attention is also drawn to Volume 4 – Service Information, clauses 1.2.5 (f) and (g), 3.4.2, 3.5.3 and the requirements of Schedule 12 which define the Goods and/or Services to be funded through the Supplier’s operation of each charging point on a commercial basis and without further funding from the Customer.</p> <p>Highways England is not expecting to be a beneficiary of any ongoing revenue from the charging network.</p>	25/10/18
2	26/10/18	Price Schedule	<p><u>Question:</u></p> <p>Could you please advise as to what you expect to be entered for the single Fee percentage in this table which applies to procured goods and services (hence possibly covering both Direct and Sub-Contract elements) in a mix which is unquantified, so a blended percentage can't be calculated. The referenced Variation Procedure provides no guidance.</p>	
			<p><u>Answer:</u></p> <p>The Supplier is required to provide a single fee percentage which will be applied to both the direct and the sub-contract elements of variations.</p>	

			<p>The Supplier's attention is drawn to Volume 4 – Service Information, clause 4.1.2 which identifies that the Supplier is to be remunerated for variations and variable cost items on a cost reimbursable plus fee basis, the fee percentage having been established in Part B of the pricing document.</p> <p>The Variation Procedure (Volume 4 – Service Information, section 4.2) should be read in conjunction with Volume 4 – Service Information, clause 4.1.2.</p>	
3	29/10/18	IFT	<p><u>Question:</u></p> <p>After receiving notice on the 9th October that the tender was to be released imminently and the documents not being released until the 22nd October please can we request and extension of two weeks to compensate for this lapse in time?</p>	
			<p><u>Answer:</u></p> <p>The 9th of October information was to provide a heads up only, that a tender was forthcoming, the tender docs were issued within a relatively short period following the heads up, on Monday 22nd Oct. The full 5-week tender period duration as planned has not changed. Therefore, the extension request is declined.</p>	
4	29/10/18	IFT	<p><u>Question:</u></p> <p>For clarity please can HE confirm that the page count of 35 pages stated in paragraph 28 of V00 Request for Quotation is per Lot?</p>	
			<p><u>Answer:</u></p> <p>Highways England confirms that the page count of 35 pages, as stated in paragraph 28 of Volume 0 – Request for Quotation - applies to each Lot.</p>	
5	29/10/18	IFT	<p><u>Question:</u></p> <p>Please can HE confirm the reasons for requiring a photograph for the CVs in Annex G to allow us to seek permission under GDPR?</p>	
			<p><u>Answer:</u></p> <p>CVs with photographs have been requested in Volume 0 – Request for Quotation - to aid Highway England personnel in the identification and recognition of the Supplier's staff at the contract start-up meeting or when introduced at subsequent meetings.</p>	

			Highways England will accept CVs without photographs where a Supplier has concerns about providing photographs.	
6	30/10/18	Call Off Terms	<p>Question:</p> <p>For clarity, at what point will the successful supplier be paid? Would that happen after each 'item' is completed? Meaning that the first release of payment would come after the site identification exercise.</p>	
			<p>Answer:</p> <p>We confirm that invoicing and payments are subject to measurement of completed items of work (Volume 5 – Pricing Document – clauses 2.2.1 and 2.2.2).</p> <p>Based on the order in which the Contract delivery phases defined in Volume 4 – Service Information - are to be delivered, the first payment to the Supplier by the Customer will be made following the completion of the site identification Contract delivery phase (Volume 4 – Service Information – section 3.1).</p>	
7	05/11/18	IFT	<p>Question:</p> <p>Annex E - Question 3 refers to Highways England's data handling / information assurance policy; could this be made available please.</p>	
			<p>Answer:</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  Data Handling Policy - Supply Chain Versioi </div> <div style="text-align: center;">  Data handling policy.pdf </div> </div>	07/11/18
8	05/11/18	IFT	<p>Question:</p> <p>Annex E Question 8 refers to Highways England's records management policy; can this document be made available please.</p>	
			<p>Answer:</p> <div style="text-align: center;">  Company Records Policy v1.pdf </div>	07/11/18

9	05/11/18	Call Off Terms	<u>Question:</u> What is the trigger event for invoicing and payment?	
			<u>Answer:</u> Please refer to the response to question ref. 6.	07/11/18
10	05/11/18	Service info	<u>Question:</u> Is the Supplier responsible for all works including any enabling civil works and DNO connection?	
			<u>Answer:</u> Yes.	07/11/18
11	05/11/18	Call Off Terms	<u>Question:</u> How are the following provisions to be reconciled against Schedule 3 of Volume 4 Service Information where Contract Award takes place prior to the Site Identification workflow and completion of Stage Gate 1 and 2 Reviews?	
			<u>Answer:</u>	
12	05/11/18	Call Off Terms	<u>Question:</u> Given the amendments below, is HE's position that damages for delay are at large? Would HE consider liquidated damages for delay provisions? What constitutes delay given that several factors e.g. planning permission, lease agreements and DNO connection are not 100% within the control of the Supplier?	
			<u>Answer:</u> The payment of damages for delay by the Supplier to the Customer is limited in accordance with the remaining provisions within Volume 3 – Call-Off Terms. Highways England does not wish to include 08/11/18 additional provisions for liquidated damages in the Contract. Timeliness of the delivery of the Goods and/or Services by the Supplier will be assessed by the Customer with respect to the Supplier's	

			Approved Implementation Plan, Milestones and Milestone Dates, and any other time-constrained provisions within the Contract (e.g., the payment of rent). With respect to aspects of the work with uncertain delivery timescales, the Supplier's attention is drawn to Volume 0 – Request for Quotation, clause 24, which requires any assumptions in the Supplier's initial Implementation Plan to be highlighted so that the basis of the Implementation Plan is clear. Such assumptions should be reasonable and supported by evidence that they are reasonable.	
13	08/11/18	Price Schedule	<p><u>Question:</u></p> <p>Could you please clarify how decommissioning is to be paid for as the pricing document and works specification seem to be in conflict.</p> <p>The description for items L1A.5 and L2A.5 in the Pricing Document states "This item includes for the contract close out and decommissioning works described in Section 3.5 of Volume 4..." whereas the referenced clause at 3.5.3 states "Decommissioning and reinstatement of the site shall be funded through the Supplier's prior operation of the charge point...."</p>	
			<p><u>Answer:</u></p> <p>The wording of Volume 4 – Service Information, clause 3.5.3 is to be amended to read, "Decommissioning and reinstatement of the site shall be funded through the Customer's prior funding of the site delivery Contract delivery phase and the Supplier's prior operation of the charge point on a commercial basis, and without further funding from the Customer."</p> <p>For invoicing and payment purposes, the Contract Charges associated with items L1A.5 and L2A.5 in Volume 5 – Pricing Document – will become eligible for invoicing when the Supplier has completed site delivery in accordance with section 3.3 of Volume 4 – Service Information.</p>	
14	09/11/18	Pricing Schedule	<p><u>Question:</u></p> <p>In the pricing structure provided the cable and ducting is required to be priced with an estimated quantity which will be applied to all the sites. However this will vary significantly from site to site, can HE please confirm how they wish for this to be taken into account?</p>	
			<p><u>Answer:</u></p> <p>The Supplier's attention is drawn to Volume 4 – Service Information, clauses 4.1.2, 4.1.3 and 4.1.4 which state that the costs of new electricity supply connections to the Supplier's feeder pillar are variable cost items which will be remunerated on a cost reimbursable plus fee basis following application of the</p>	

			<p>Variation Procedure. Such costs will include the costs of electricity supply cabling and the associated ducting from the source of the incoming electricity supply up to the Supplier's feeder pillar.</p> <p>The Supplier is required to provide a single rate, inclusive of all other costs, for the delivery of a site under items L1A.5 (Lot 1) and L2A.5 (Lot 2) in Volume 5 – Pricing Document, and irrespective of variations between sites.</p>	
15		Service Information	<p><u>Question:</u></p> <p>Based on our previous experience in developing EVCP networks, we believe that HE's proposed approach to site leasing (i.e. Leased by HE and Sub-leased by the Supplier) as outlined in Schedule 12 of "Service Information" has the potential to complicate and delay the lease negotiation and agreement process. Would HE be amenable to agreeing that the Supplier directly enter into a lease from the landowner and for the lease agreement between the landowner and Supplier to include step-in rights for HE should the supplier fail to deliver on agreed contractual obligations? Would HE give consideration to deviating from the proposed lease arrangements for a simpler lease arrangement as outlined above and/or also agree to removing/amending clause 3.11 of the proposed form of underlease to permit assignment and subletting?</p>	
			<p><u>Answer:</u></p> <p>HE's view is that the Supplier entering into a direct lease with the landowner would not adequately protect HE's investment in the EVCP equipment notwithstanding that there were Step-in Rights granted to HE. In any event HE would need to be a party to the Lease or otherwise enter into a Direct Agreement with the Landowner to benefit from such an arrangement. This would also add additional layers of complication.</p>	
16		Service Information	<p><u>Question:</u></p> <p>Based on our previous experience in developing EVCP networks, would HE be amenable to agreeing that for sites that are leased for the purpose of EV charger installation and operation, to only lease the area immediately under the footprint of the charger (i.e. excluding the parking bays)? This is based on a number of factors, primarily public liability risk. While it is within the control of the Supplier to ensure the safe operating condition of the charger and associated equipment, it is not within the immediate control of the Supplier to ensure the safe and usable condition of the parking bays, paving, bay markings, signage, etc. It is not clear from the ITT documents what HE's preference is in this regard. Can HE please clarify their preferences accordingly?</p>	
			<p><u>Answer:</u></p>	

			<p>This is a matter that Suppliers would need to pick up with Landowners. HE's view is that Landowners are unlikely to agree to the Supplier only remaining liable for the footprint of the EVCP and would want the Supplier to pick up any liability for the parking bays as well.</p>	
17			<p><u>Question:</u></p> <p>Please can HE increase the page limit to allow a comprehensive response to the methodology questions alongside the implementation plan and risk log. Please can HE increase the page limit to allow a comprehensive response to the methodology questions alongside the implementation plan and risk log.</p>	
			<p><u>Answer:</u></p> <p>We consider the page count to be sufficient for a comprehensive response and will not therefore increase it.</p>	
18		Pricing Schedule	<p><u>Question:</u></p> <p>Please can HE provide unlocked pricing schedules to allow additional rows to be added into the blue tabs as required.</p>	
			<p><u>Answer:</u></p> <p>As all suppliers are expected to respond using the pricing schedules as supplied and to ensure consistent financial evaluation we will not be sending out an unlocked Pricing Schedule. Additional rows have however been added into tabs LA1.1-LA1.5 and LA2.1-LA2.5 of the Pricing Schedules for Lots 1 and 2 respectively to enable tenderers to include additional items if required.</p>	
19		Pricing Schedule	<p><u>Question:</u></p> <p>Will HE accept a pricing commentary document?</p>	
			<p><u>Answer:</u></p> <p>A worksheet labelled 'Pricing Commentary' has been included in the pricing schedules should tenderers wish to include any commentary in relation to the data within the main body of the Pricing Schedule. Tenderers should however note that it is the data within the main body of the Pricing Schedule that will form part of the financial assessment.</p>	

20	Service Information	<u>Question:</u> Can you please confirm whether the delivery of charge points is 1st of October 2019 or 31st October 2019.		
		<u>Answer:</u> Highways England expectation is that the supplier will deliver by the end of October 2019		
21	Tender Response	<u>Question:</u> Please confirm whether appendices are included in the page limit.		
		<u>Answer:</u> Any information supplied, including appendices will be included in the page count		
22	Pricing Schedule	<u>Question:</u> Pricing Document - Lot 1: Please confirm what the unit and measure is for Lot 1, Part A, Column E		
		<u>Answer:</u> Volume 5 – Pricing Document – worksheet ‘Lot 1 – Part A’, column E provides estimated quantities for each item within the price list. The unit for each item within the price list is given in column D of the same worksheet. The method of measurement for each item within the price list is given in the item description in column C of the same worksheet. For further clarification regarding the method of measurement for item L1A.5 within the price list, please refer to the response to question ref. 13.		
23	Service Information	<u>Question:</u> Schedule 2, Service Information: Please confirm differences in requirement of Stage 1 and Stage 2.		

			<p><u>Answer:</u></p> <p>The Stage 1 gaps in rapid charging point provision are those which must be filled to enable Highways England to meet the requirement in the Road Investment Strategy (RIS) for 95% coverage of the strategic road network (SRN). The Stage 2 gaps need not be filled to meet this RIS requirement although there will be a benefit to customers using the SRN if there is better coverage of these routes.</p>	
24		Service Information	<p><u>Question:</u></p> <p>There are terms of the template lease and underlease (contained in Annex D and E of Vol 6 – Supporting Documents) which raise concerns and/or may be inappropriate in light of our proposed site identification and leasing strategy as contained in section 5.2 of our Submission. Please can HE confirm if necessary amendments can be addressed post-contract award and that the proposed template lease and underlease do not form part of the “model contract documents” referred to paragraph 4 of the Quotation Declaration (RFQ)?</p>	
			<p><u>Answer:</u></p> <p>HE’s view is that the terms of the draft lease and underlease are required in order to protect HE’s investment in the EVCP equipment. However, Schedule 12 paragraph S12.1.2 confirms that any variations to the form of lease and underlease may be permitted but must be approved by Highways England.</p>	
25		Service Information	<p><u>Question:</u></p> <p>Please confirm if appendices are evaluated as part of the evaluation process.</p>	
			<p><u>Answer:</u></p> <p>Bidders should not supply appendices if by doing so they exceed the total page count. Bidders should also be aware that putting information in appendices risks lowering the quality of their response as they may be perceived not to have answered a quality question fully.</p>	
26		Service Information	<p><u>Question:</u></p> <p>Please clarify minimum period of availability for Annex G. Please state how this will be measured.</p>	
			<p><u>Answer:</u></p>	

			<p>The minimum period of availability, as required within Volume 0 – Request for Quotation, Annex G, is the Supplier’s declaration of the period of time for which a key person (one of the Supplier’s Key Personnel) will be made available by the Supplier to work in the post identified.</p> <p>The minimum period of availability should be measured from the anticipated Contract Commencement Date.</p> <p>In assessing the minimum period of availability of a key person, the Supplier is not expected to take into account future events which are outside the reasonable control of the Supplier.</p>	
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Questions asked after the Tender Question Deadline (16/11/18 17:00)
Note Highways England can’t guarantee to answer these questions however will endeavour to do so

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			<u>Answer:</u>	
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