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Contract for Drone Demonstration and Development Project – Clarification Q & A

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|  | **Clarification Question:** | **MCA Response:** |
| **01** | UR1 states the mission profile created will be performed in unsegregated and uncontrolled airspace. Does this refer to airspace that is both unsegregated and uncontrolled e.g. Class F or Class G airspace or does this refer to airspace that is either unsegregated or uncontrolled e.g. all classes of airspace? | This refers to all classes of airspace. |
| **02** | UR2 states the contractor shall engage with the regulator and airspace managers to agree a plan to achieve UR1. What happens in the case where regulatory approval is not achieved and as such flying is not possible? | The contractor is expected to gain approval as this is the requirement |
| **03** | UR3 states the need for a civil facility. Would MoD sites or MoD satellite airfields be acceptable? Is it necessary for airfield permissions to be in place prior to proposal submission or are proposed locations acceptable at this stage? | Any facility needs to be representative, therefore a MoD facility is not suitable. Proposed locations are acceptable, but the authority would expect any bidder to have started conversations with facility owners to establish if operations from the proposed locations are viable. |
| **04** | UR7 refers to example scenarios in Table 2. Is this actually Table 3? | Yes, this should read Table 3 |
| **05** | Will the contract be let as one contract, or can it be let to different suppliers to deliver different elements? | The contract will be awarded as one contract for delivery of the entire programme, it is for potential suppliers/bidders to determine if they wish to form consortia. |
| **06** | Is there scope to extend the response deadline, whilst still maintaining the delivery timescales? | We currently do not envisage a need to extend the current deadline, for responses to the ITT. |
| **07** | The ITT paragraph 14 a refers to ‘the MCA’s Form of Tender’, which should be included on the contracts finder advert. Can you clarify this? | Annex 5 of the ITT contains the MCA’s Form of Contract, which is the relevant document. |
| **08** | The ITT table 1 on page 6/7 describes the timescale. Is it allowed to assume that the delivery date of October 2020 is not fixed? | The date for completion is supplied as guidance and can be subject to outside influences, however any proposal should state when the completed and agreed report will be provided to the Authority and should be as close to the timeline specified as practicable. |
| **09** | The ITT paragraph 32 ii refers to segregation of staff and security of information. Can you provide the relevant details related to this? | The document titled Conflict of Interest – Declaration, on the contracts finder webpage: <https://www.contractsfinder.service.gov.uk/Notice/884f0f85-8a05-487a-a4c9-ab9336abb6f2> is the relevant document. |
| **10** | Does the MCA require a minimum number of flights and/or flight hours to support the MCA use cases? Or can a supplier decide the minimum number in order to prove the concept of operations? | It is up to the supplier to evaluate and propose the flight hours / number of flights they will require in order to satisfy the all of the User Requirements |
| **11** | In Table 3 Scenario 1 “Maritime Search/Surveillance – search for objects of interest in a 5NM x 5NM box with a last known position in the centre of the box. This shall be conducted in BVLOS conditions and in non-segregated airspace.” Presumably, the angular alignment of the square box is also given? | In a live tasking the alignment would be given. In this case the location and alignment should be stated by the bidders and ideally would take account of the proposed operating location. |
| **12** | In table 3 Scenario 2 “Littoral Search – perfunctory search for objects of interest in a 10NM x 1NM box with a last known position at one end of the box.” Again, is the angular alignment of the rectangular box also given? | In a live tasking the alignment would be given. In this case the location and alignment should be stated by the bidders and ideally would take account of the proposed operating location |
| **13** | In the Use Cases, under the Purpose of Mission section, are the purposes only as defined in the RHS box, i.e. 4 items from Location of missing vessel to “provide info to ‘talk in’ … - but not delivery of an item, and so on? Or, does the Mission Purpose include the items in the LHS box and in the RHS box? | The LHS box is a generic list provided as an example only. The detail in the RHS box are the tasks to be completed for the specific use case. |
| **14** | ITT Annex 1 – Table 2 – User Requirement’s UR1, UR2, UR3, UR4, UR5 and UR6 all ask for a Project Plan. Is it possible to provide all of the required information within one Project Plan which covers all of the above URs? | A single project plan will be acceptable but the URs should be clearly referenced against the relevant line/item in the plan. |
| **15** | ITT Annex 4 – MCA Use Cases indicate that response to the demonstrations will include: SAR Helicopter; Lifeboats; Counter Pollution assets; coast rescue team; coast rescue vehicle. Will these assets physically take part in the demonstrations? If so, will the contractor be liable for any associated costs? | No, the listed assets will not take part in the demonstrations |
| **16** | Is it intended that an appropriate MRCC or the NMOC take active participation in the demonstrations in the role of coordinating authority? | No, the demonstrations will not require co-ordination. Details of flight timings will be informed to the ARCC, by the MCA, for information and deconfliction only. |
| **17** | Will members of the MCA project team attend the scene of the three demonstrations? If so, will the contractor be liable for any associated costs? | The MCA will attend all of the demonstrations, but the contractor will not be liable for associated costs. |
| **18** | Where can I find Technical specification required for the tender? | All the required information is contained within the ITT. |
| **19** | In Annex 5 of the ITT (Form of Contract) paragraph (2) it states the following:  “[NAME OF THE CONTRACTOR] a company registered in [England and Wales] under company number [ ] whose registered office is at [ ]“  Is this tender open for companies outside of the UK? | Yes, this is an open procedure tender via OJEU |
| **20** | In Annex 5 - Form of Contract it reads (top of page 26 of the ITT):  [NAME OF THE CONTRACTOR] a company registered in [England and Wales] under company number [ ] whose registered office is at [ ]  Does this imply that companies from other countries are excluded from this tender? Can you please elaborate on your answer? | No, this is an open procedure tender via OJEU and is open for companies outside of the UK. |
| **21** | Response Format – ITT Paragraph 10 requests bidders to respond using the template in Annex 1 – Table 2. To improve readability and reduce pagination are bidders free to adopt an alternative format than that of Table 2 (narrow column) whilst still addressing each UR in turn? | Bidders may adopt an alternative format to table 2, providing that it is clearly stated which UR is being responded to. |
| **22** | ITT Annex 1 – Table 2 – User Requirement’s UR1, UR2, UR3, UR4, UR5 and UR6 all ask for project risks. Is it possible to provide all of the required information within one Risk Register which covers all of the above URs? | Yes, provided that the relevant UR is recorded in each risk. |
| **23** | In order to allow sufficient time to receive supplier quotes, which will enable a price to be offered with a reduced risk allowance, a three (3) week extension to the proposal submission due date is requested. | In reference to the Civil Aviation Authority (CAA) publishing a new edition of CAP 722, reflecting amendments to the Air Navigation Order and splitting the content into three separate documents, the Authority will extend the ITT responsesubmission deadline forall suppliers by two weeks to enable suppliers to take those changes into account. The new deadline for return of ITT responses will be 19th August 2019 at midday. |
| **24** | The ITT states that a tender which included comments or amendments to the Form of Contract will not be considered (A2.7). Does Annex 5 constitute the Form of Contract in its entirety, or does the Form of Contract include the Department of Transport General Conditions of Contract for Services dated 24 Jan 2019?  a. Will the Authority consider comments and/or red-line amendments made to the Department of Transport General Conditions of Contract for Services dated 24 Jan 2019? | As stated in Clause 2.1 of the Form of Tender “This Contract shall incorporate all of the terms of the DfT General Conditions other than Clause C2.1”, which is replaced by a clause included in the Form of Contract. The Form of Contract also stipulates, in Clause 3.1, that “The Contract” will comprise of:   1. The Invitation to Tender, inclusive of the Specification of Requirement, Annex 1: User Requirements, Bidder Proposed Solution and Required Evidence, Annex 3: Price Evaluation and Annex 4: MCA Use Cases;   ii. This Form of Contract; and  iii. The Form of Tender.  So, The Contract, will comprise of these documents as well as the Department of Transport General Conditions of Contract for Services dated 24 Jan 2019 which are incorporated by the Form of Tender (apart from Clause C2.1).  a. Paragraph A2.7 of the Invitation to Tender stipulates that “Bidders shall not make any comments on or amendments to the Form of Contract. A tender which comment on or suggests amendments to the Form of Contract will fail and will not be considered further”. As the Form of Contract incorporates the Department of Transport General Conditions of Contract for Services dated 24 Jan 2019, apart from Clause C2.1, the prohibition of amendments to the Form of Contract stipulated in Paragraph A2.7 would also include any amendments to the Department of Transport General Conditions of Contract for Services dated 24 Jan 2019, apart from Clause C2.1. |
| **25** | Is there an incumbent contractor or supplier who has been involved with MCA in any previous phase of this work, or in any related activity to demonstrate the utility of drones to enhance MCA's aerial surveillance capability?  If so, are you able to disclose the name of this organisation? | The MCA has not contracted with any organisation, prior to this ITT. |
| **26** | Are you able to share a list of suppliers who may have expressed interest in this project? Alternatively, do you have an estimate of the number of responses that you are expecting? | We are unable to provide a list of suppliers, and we do not have an estimate of the number of responses expected as this opportunity is open to anyone**.** |
| **27** | Given the value and nature of the contract, the necessary teaming discussions, and our due diligence and internal approvals process, we do require a little extra time to submit a comprehensive bid which will offer best value to the MCA. May we request an extension to the bid deadline of an additional week (5 working days). | Please refer to the 'Drones - Change Notice II' on the following page: <https://www.contractsfinder.service.gov.uk/Notice/884f0f85-8a05-487a-a4c9-ab9336abb6f2> |
| **28** | For the avoidance of doubt, please could the Authority describe what you’re looking for from UR7 that you won’t get from UR1? | UR1 articulates that the use cases will be turned into missions and ultimately delivered in the flying programme.  UR7 articulates example missions to illustrate how the proposed capability will meet the examples provided and is for tender evaluation purposes only. |
| **29** | Why does UR7 have zero value in the milestone payment plan? | UR7 is for tender evaluation purposes only so attracts no milestone payment. |
| **30** | Will and CAA and NATS effort be made available as Government-furnished services (GFS)? | MCA will do its best to facilitate the involvement of the CAA and NATS. It is, however, the responsibility of the contractor to maintain the necessary relationships in order for the trials to proceed. |
| **31** | Para 17 of the ITT addresses email attachments for submissions. Please can you confirm the individual file size and total file size limitations for emails received by the Authority's email servers? | Our email attachment size limit is 35MB and all files bar system files (such as .MSI, .EXE, .BAT) are accepted.  If you wish to send in documentation that exceeds the maximum size limit, then please notify us so we can provide you with an alternative means of submission. |
| **32** | For the purpose of planning our submission, please can you confirm the data limit / maximum file size that you are able to receive on a single email? | Same as response to Clarification Question 31. |
| **33** | Is there a ‘drop box’ available that could be used to bulk upload proposal documents rather than emailing to [aviationPMO@mcga.gov.uk](mailto:aviationPMO@mcga.gov.uk)? | Same as response to Clarification Question 31. |
| **34** | Could you please confirm the maximum size you are able to receive by email? | Same as response to Clarification Question 31. |
| **35** | Would we be permitted to send a link to a file server (larger files – exceeding your email receipt limit) if necessary that you would be able to download and check off against a master list? | Same as response to Clarification Question 31. |
| **36** | Would we be permitted to send a link to a file server (larger files – exceeding email transmit and receive limit) if necessary that you would be able to download and check off against a master list? Our Transmit Limit is 50Mb which exceeds some of our supporting evidence. | Same as response to Clarification Question 31. |
| **37** | Where in the Form of Contract will the Specification Schedule be, is it a Schedule that is populated and incorporated prior to Contract Award using the information supplied in bidder’s response to Table 2, 3 and 4? | As specified in the Form of Contract “Upon contract award, the Contract will comprise of:   1. The Invitation to Tender, inclusive of the Specification of Requirement, Annex 1: User Requirements, Bidder Proposed Solution and Required Evidence, Annex 3: Price Evaluation and Annex 4: MCA Use Cases; 2. This Form of Contract; and 3. The Form of Tender.”   The Specification of Requirement comprising of Table Two, Table Three and Table Four (and any other supporting documentation) populated by the bidder, detailing the requirements and the suppliers solution, will therefore form part of “the Contract” as a Schedule within it following the confirmation of contract award and prior to the contract signing. |
| **38** | Can non-UK companies apply for this tender? | Yes this is an open tender, please refer to the ‘Drone Q&A 20190726 II’ on the following page: <https://www.contractsfinder.service.gov.uk/Notice/884f0f85-8a05-487a-a4c9-ab9336abb6f2> |
| **39** | Will Brexit this autumn affect the contract? | We do not anticipate any effect on the contract as a result of Brexit. |
| **40** | Do you need some extra registration paperwork regarding our company as we are bidding from outside of the UK? | All the requirements to participate are set out in the ITT. |
| **41** | Please can you advise whether there are any additional requirements that we need to prepare and submit to pre-qualify our proposal? | All bidder requirements are set out in the ITT. |
| **42** | With regards to the Conflict of Interest Declaration, please can you advise whether in this instance the Authority refers to the Secretary of State for Transport or to the Maritime and Coastguard Agency? | The Authority relates to the Department for Transport. |
| **43** | It is our understanding that as an output of the drone demonstration a recommendation will be made regarding amendments to the regulations that will support safe UAS BVLOS flight operations in unsegregated airspace.  Please can the MCA clarify the intended ownership of any Intellectual Property that is generated under the contract? As they are currently drafted the General Conditions vest foreground IPR in the Authority (E7.1). Does the IPR which MCA wish to retain refer to the equipment and systems being used or only to the generic conceptual solution to enable BVLOS in unsegregated airspace and the documentation which explains that solution? | The DfT General Conditions of Contract for Services state that “All Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, software, patents, patterns, models, designs or other material (the "IP Materials")… prepared by or for the Contractor on behalf of the Authority for use, or intended use, in relation to the performance by the Contractor of its obligations under the Contract shall belong to the Authority;”.  The overriding obligation of the Contract is the development of a generic conceptual solution that enables drone operations beyond visual line of sight in unsegregated airspace. As this solution shall not be contingent upon any specific piece of technology or equipment subject to intellectual property rights, the MCA views such technology as peripheral in the Contractor’s performance of its obligations.  The MCA will, therefore, retain any intellectual property generated that relates to the generic conceptual solution that enables drone operations beyond visual line of sight in unsegregated airspace only, but not the intellectual property of any proprietary technology either already in existence or developed as part of this contract. |
| **44** | I wanted to ask if you had perhaps any advice 1) on any access to private finance that could enable us participate in this project or 2) if perhaps there was funding available through this project that would allow us to prepare a platform for a demonstration. | The ITT does not envisage funding to be used for the preparation or development of a platform. |
| **45** | What is your website address for this program please? | The website address is:<https://www.contractsfinder.service.gov.uk/Notice/884f0f85-8a05-487a-a4c9-ab9336abb6f2> which provides all the necessary details including question and answers. |
| **46** | From reading the tender spec this is currently about searching with a drone. It is not about automated searches i.e. without operator viewing a camera.  Is that correct? | The focus of this tender is about enabling drone flights in unsegregated airspace with a focus on developing the regulation to allow this.  Automated searching is a technology that HMCG is interested in but is not part of this tender. |
| **47** | I have a question relating to User Requirement 3, if you could advise please?  It states that the bidder shall propose a shortlist of airfield locations and clear rationale for their choice and a location to base the trials.  Provided that all the User Requirements can be fulfilled at our location(s) of choice, can it be anywhere in the UK? | The location(s) can be anywhere in the UK provided that the selected location is a civil facility which is representative of the operating environment to support the Mission Profiles. |
| **48** | A further question regarding User Requirement 6 stating: "Previously completed reports (redacted as required)" as these files are > 35 MB, are you requiring these to be submitted in the appendix of our bid or is it suitable to include a link where they can be found online? | All bid documentation and any supporting evidence will need to be submitted via email or via the upload facility by the submission deadline as per the published Q&A on Contracts Finder. |
| **49** | UR5 - The proposed system that shall be used in the demonstration of BVLOS must, as a minimum, be above the 7kg criteria. The system shall have an endurance of greater than 3 hours at operational weights. Is this a mandatory requirement for the Drone? Very few and specific drones meet the criteria. | The proposed system must meet or exceed the criteria stated. |