

TMTii 02 – Third Line Services (2017) (rr)

Secondary Competition Questions and Answers

Version 7 – 9 May 2017

Our Ref	Date Received	Document Reference	Question and Answer	Date Released
1	-	RfQ	<p><u>Highways England Statement:</u></p> <p>Suppliers who have reviewed and responded to some previous Highways England (and Highways Agency) IfTs/ RfQs (<i>including the previous TMTii 02</i>), may have noticed that we don't use the word 'SIDES' on the page count anymore. Its use appears to be a legacy from 'paper tendering' times.</p> <p>For clarity, we now simply state PAGE, meaning 1 page of A4 as it appears in a Word Document. So if you were to print off 10 PAGES on both sides, you would end up with 5 sheets of paper with printing on both sides.</p> <p>Please take care you do not go over the PAGE limits shown in the RfQ for the Methodology Statement and the detailed plan.</p> <ul style="list-style-type: none">• Extra pages will be discounted (as per paragraph 23 of the RfQ).	20/4/2017
2	-	RfQ	<p><u>Question:</u></p> <p>Page Count - Please confirm that the 26 page count stated in clause 22 does not include Key People Schedule, supporting CVs, Form of Risk Register and a Mobilisation Programme chart.</p>	
			<p><u>Answer:</u></p> <p>Confirmed – the 26 pages exclude these documents.</p>	20/4/2017
3	-	RfQ	<p><u>Question:</u></p> <p>Page 5 of the Request for Quotation states suppliers must include an Information Assurance statement</p>	

			as part of their submission. Please confirm that this statement and all information required is the provided Annex E – Information Assurance requirement and assessment on page 20 of the RfQ.	
			<p><u>Answer:</u></p> <p>Please use Annex E of the RfQ to help you respond to the Information Assurance statement request.</p>	20/4/2017
4	-	RfQ	<p><u>Question:</u></p> <p>The RfQ paragraph 18 states the Supplier is required to submit 'A detailed plan showing the timing of the deliverables identified in the Service Information' while in RfQ Annex B Table 2 only refers to 'a Mobilisation Programme chart'. Can you please clarify?</p>	
			<p><u>Answer:</u></p> <p>Suppliers must include a detailed plan showing the timing of deliverables within their Quality Submission response. However, a separate mobilisation programme chart must also be included.</p>	20/4/2017
6	-	RfQ	<p><u>Question:</u></p> <p>In Q&A 4 above it states 'Suppliers must include a detailed plan showing the timing of deliverables within their Quality Submission response.'</p> <p>For the avoidance of doubt we would like to seek further clarification:</p> <ul style="list-style-type: none"> • If the 'detailed plan' should be submitted as a separate document or as part of the Methodology statement number 5 (Quality) • If the 26 page count stated in includes this 'detailed plan'. 	
			<p><u>Answer:</u></p> <p>The detailed plan does not count towards the 26 page limit for the Methodology statement and must be submitted as a separate document for review.</p> <p>The detailed plan must not exceed 10 pages (as per paragraph 18 of the RfQ).</p>	20/4/2017
7	-	RfQ	<p><u>Question:</u></p> <p>In order to assist with the navigation and identity of a document we would normally look to add a cover page & index; can you please confirm that if we include these that they will not be included in the page</p>	

			limit.	
			<p><u>Answer:</u></p> <ul style="list-style-type: none"> • A single page index may be included in the front of the Methodology Statement – and we will not include it in the page count. • A single page cover page may be included in the Methodology Statement – and we will not include it in the page count • Do not leave blank pages on your Methodology statement or detailed plan (even if you say that this page has been left blank intentionally) these will be counted as 1 page each. 	20/4/2017
8	-	RfQ	<p><u>Question:</u></p> <p>Where evidence is requested as part of the Methodology statement, can you please confirm if this is included in the 26 page Quality Submission total or can it be provided as additional attachments outside this page count?</p>	
			<p><u>Answer:</u></p> <p>Evidence is included in the 26 page count.</p>	20/4/2017
9	-	-	<p><u>Highways England Statement:</u></p> <p>TUPE details for the existing TMT 014 Third Line Services contract have now been uploaded to Bravo. Please see the new document titled: “Dylniq - Stage 1 - Employee Liability Information FINAL DOC (official sensitive)”</p> <p>The Dylniq HR contact for any questions regarding TUPE is as follows:</p> <p>Judith McGinley e-mail : Judith.McGinley@dylniq.co.uk phone : 01256 891 800</p>	20/4/2017
10	-	-	<p><u>Question:</u></p> <p>Please clarify the current Third Line team and their roles.</p>	

		<p><u>Answer:</u></p> <p>At present the Lead Engineer is also the Contract Manager day to day.</p> <p>For the new contract we expected the Lead Engineer role to be fully focussed on the day to day operation and workload priorities, the separate roles of the Contract (Ops) Manager will be focussed on the monitoring of the service and management of the supply chain.</p> <p>It was noted that only three current members of staff (Lead Engineer and 2 Engineers) are listed for TUPE. There are four other engineers are agency staff.</p> <p><i>(All staff are fully dedicated to the Third Line operation)</i></p> <p>All questions regarding TUPE details should be directed to Dynniq as per Q&A 9 above.</p>	20/4/2017
11		<p><u>Question:</u></p> <p>Three employees are noted with rights to a DC pension scheme. Please confirm:</p> <p>a) If the members are active in this scheme or just eligible, b) Whether the scheme is an occupational or personal pension scheme, c) Details of the range of employer contributions to which the individuals have a contractual right (e.g. matching percentage up to a cap, fixed rate linked to grade etc.).</p>	
		<p><u>Answer:</u></p> <p>As per Q&A 9 and 10 above, individual Suppliers must raise TUPE questions with Dynniq themselves. Highways England is not involved in answering such questions regarding TUPE.</p>	20/4/2017
12	Price List	<p><u>Question:</u></p> <p>a) The Notes indicate only yellow boxes should be completed, please confirm that the Annual Charge per Resource should therefore be a yellow box.</p> <p>b) As "Mobilisation" is a one off charge and the Resources and Insurance are annual charges, including Maintenance in the Total Annual Cost is misleading, or do you expect the Mobilisation charge to be recovered on an annual pro-rata basis, and if so over how many years?</p> <p>c) If there are no project specific insurance costs may be legitimately identify the cost as Zero on the Price Schedule</p>	

			<p><u>Answer:</u></p> <p>a) The annual cost is calculated from the yellow box so should reflect the relevant description.</p> <p>b) Mobilisation will be taken as a one off cost in year 1 in evaluation of the overall contract the year 2 onward will reflect your tender excluding mobilisation.</p> <p>c) If there are no specific insurance costs you should identify the cost as zero.</p>	20/4/2017
13	Price List	<p><u>Question:</u></p> <p>Is an annual indexation applicable? If it is, can you confirm the indexation model.</p>		
		<p><u>Answer:</u></p> <p>Yes. Please see Contract Data – Optional Clause X1 is being used.</p>		20/4/2017
14	Price List	<p><u>Question:</u></p> <p>Given the format of the price list in the RfQ can you confirm how we should allow for the service charge percentage from the Framework.</p>		
		<p><u>Answer:</u></p> <p>The management charge is paid directly from suppliers to CCS (<i>it's nothing to do with Highways England</i>).</p> <p>Clause 20 of the Framework Agreement between CCS & the Suppliers sets out the arrangements for the management charge. In particular, 20.4 states:</p> <p style="padding-left: 40px;">“The Management Charge shall apply to the full Charges as specified in each and every Call Off Agreement and shall not be varied as a result of any deductions made under any Call Off Agreement”.</p>		20/4/2017
15	Price List	<p><u>Question:</u></p> <p>Given the likely requirement for travel and associated costs can you confirm where this should be included in the price list and the contractual mechanism for its reimbursement?</p>		

			<p><u>Answer:</u></p> <p>Travel and Subsistence are not expected to be a significant feature of this contract but where required the limits are set by the Highways England UK Travel and Subsistence policy document which should act as the reference costs to be used. A copy has been released with the tender documents.</p> <p>Any like travel and associated costs should be agreed with the Service Manager in advance and the cost applied for within the next monthly application.</p>	20/4/2017
16	Price List		<p><u>Question:</u></p> <p>Can you confirm which headings for expenses should be included in the resource rates and which would be classified as "other service costs"?</p>	
			<p><u>Answer:</u></p> <p>The resource costs should comprise of the following elements: profit; head office overhead charges; corporation tax; personnel overhead costs; the cost of giving sureties and guarantees; and indirect overheads.</p>	20/4/2017
17	Price List		<p><u>Question:</u></p> <p>Can you please confirm that the Direct & Subcontract overhead % that is to be completed as part of the should include profit and be identical to the fee percentages in Contract Data Part Two.</p>	
			<p><u>Answer:</u></p> <p>Yes the fee percentages inputted are to be the same as Contract Data Part Two. The percentages used should allow you to provide the required level of service and have been included within the price list due to the early need to manage subcontractors.</p>	20/4/2017
18	Price List		<p><u>Question:</u></p> <p>Where do we add the cost of consumable items required by the engineers to operate the service?</p>	
			<p><u>Answer:</u></p> <p>If it is possible to quantify an annual cost of any additional items then they can be added to the blank table provided within the Price List. It is also acceptable to place these sorts of costs within the overall resource cost.</p>	20/4/2017

19	Price List		<p><u>Question:</u></p> <p>Can you confirm how the Direct Overhead percentage in the Pricing Schedule (Overhead cell D4) affects the financial adjudication (there is no effect on the annual resources) and can you please provide examples of costs that this percentage needs to cover.</p> <p>Our understanding is that the Direct Overhead percentage is as defined in the NEC3 terms as Direct Fee and this would apply to resources requested in addition to those identified and priced for in the annual Resource Schedule.</p>	
			<p><u>Answer:</u></p> <p>Your assumption is correct. It will apply to any works carried out by the Contractor that is in addition to the requirements of the Service Information, is there for transparency and won't be assessed directly.</p>	20/4/2017
20	Service Information (SI 115)		<p><u>Question:</u></p> <p>In Service Information SI 115, it stated 'The Contractor is responsible for confirming the monthly costs raised by the supply chain to the Service Manager, which are expected to be in the region of £210,000 per month.</p> <p>The Employer is responsible for paying the Contractor these costs with the mark-up indicated in the price list.</p> <ul style="list-style-type: none"> • Can you please confirm if the payment to the Third Party Repairs supply chain will be made by Highways England or the Third Line Service Contractor? 	
			<p><u>Answer:</u></p> <p>All payments from Highways England will be made to the contract's project bank account, where required the Contractor will then make onward payment to the supply chain.</p>	20/4/2017
21	RfQ & Price List		<p><u>Question:</u></p> <p>In Annex G - Key People Schedule it request 'A CV for each person should be included.' Can you please confirm if a CV for all roles listed in the Price List will need to be submitted; or only for the key people listed in the Key People Schedule.</p>	

			<p><u>Answer:</u></p> <p>Just for the people listed in the Key People Schedule.</p> <p>We may/ may not ask for further information on other individuals during Tender Assessment.</p>	20/4/2017
22		Service Information SI 710	<p><u>Question:</u></p> <p>Please clarify how the Project Team, which is identified on the Price List on an Annual Rate basis only, will be invoiced - ie will be invoice a 1/12 pro rata value each month.</p>	
			<p><u>Answer:</u></p> <p>A fixed monthly cost would be ideal but the term service contract is based on work completed so if the Service Manager has made requests that have meant unforeseen additional hours worked then this should be included in any application made.</p>	20/4/2017
23		Service Information	<p><u>Question:</u></p> <p>Are there fixed prices with the third party repairers for all equipment, if not how are 'price on application' including diagnostic services, BER and NFF costs approved?</p>	
			<p><u>Answer:</u></p> <p>Third party repair agreements currently include diagnostic costs which encompasses no fault found items. Items requiring replacement due to being beyond economical repairs will be agreed between the Contractor and Service Manager.</p> <p>As one of the core role of the Contractor is to undertake suitable inspection and testing activities the number of no fault items passing to the supply chain should be minimised as part of this service.</p>	20/4/2017
24		Schedule 4G TSC (long_form) HE amend - Annex C	<p><u>Question:</u></p> <p>We note that neither X4 or X13 is included and that the Service Information SI 1400 and SI 1500 states "Not used" for both Parent Company Guarantee (PCG) and Performance Bond, so please confirm that data for Z29, 54 and 55 is not required</p>	
			<p><u>Answer:</u></p> <p>Highways England is not asking for a PCG to be provided with the quotation submission.</p>	20/4/2017

			Z29 replicates NEC option X4 and this along with Z54 & Z55 allows Highways England to request a PCG during the Call Off Agreement if one is required (<i>for example due to a change in ownership of the Supplier and/ or a change in financial circumstances</i>).	
25	Schedule 4G TSC (long_form) HE amend - Annex C	Question: We note the reference to Y(UK)1 (expanded in Contract Data Part 1 and 2) requiring a Project Bank Account to be utilised. Given the nature of the contract, involving a potentially broad range of single tier suppliers (of repair services, not products or construction activities), numerous invoice values of relatively small values, and a resulting management overhead, is a PBA an appropriate mechanism to use?		
		Answer: We believe that the project bank account mechanism is suitable for this service to ensure the prompt payment of both the <i>Contractor</i> and all <i>SubContractors</i> . Following a review of our internal guidance for exception to the use of project bank accounts we cannot identify any element of this contract that would allow for one not to be used.		20/4/2017
26	Schedule 4G TSC (long form) HE amend	Question: We require clarity re the status of the supply chain. Will the third line asset repairing subcontracts be placed by Highways England or by the successful Supplier? If the Supplier, is this a fixed list of suppliers (essentially nominated by HE) or is this open to competition in the market place?		
		Answer: There is a supply chain linked to the current Third Line Services contract which will be used at the beginning of this contract service period. This will limit the risk of service degradation during the mobilisation period and remainder of the first year to both the Contractor and Employer. These subcontracts will be linked to the Contractor, though at present it is noted that many of the repair agreements are low value and do not operate under a formal contract and would fall outside of the NEC3 definition of a SubContractor. Once the service is fully operational it will be for the Contractor to work with the Service Manager in line with the Service Information to review and optimise the supply chain.		20/4/2017

27	Service Information	<p><u>Question:</u></p> <p>In SI 115 'Facilities' it is stated that 'The Contractor shall base the service from the National Technology and Logistics Centre'. Can you please confirm what facilities will be provided by Highways England for the service provider to be co-located in the centre?</p>	
		<p><u>Answer:</u></p> <p>The facilities provided at the beginning of the service period by the Employer are listed within the Service Information at Annex A. Logistics support will be provided by the NTLC Contractor.</p>	20/4/2017
28	RfQ	<p><u>Question:</u></p> <p>Please confirm:</p> <p>a) that the use of cross referencing between different parts of the Supplier's submission set is acceptable, and</p> <p>b) that such cross referencing will be taken into consideration when marking.</p>	
		<p><u>Answer:</u></p> <p>Yes to both a & b; however Suppliers must make sure that such cross referencing is clear and easy to follow.</p>	20/4/2017
29	RfQ	<p><u>Question:</u></p> <p>Please confirm that the Supplier is free to provide their own format, or will Highways England be providing a CV template.</p>	
		<p><u>Answer:</u></p> <p>Suppliers are free to provide their own format.</p>	20/4/2017
30	RfQ	<p><u>Question:</u></p> <p>Could you please confirm that the Mobilisation Programme chart may be submitted, for tendering purposes, in Microsoft Project format?</p>	
		<p><u>Answer:</u></p> <p>Yes - MS Project is the preferred format.</p>	20/4/2017

31	RfQ	<p><u>Question:</u></p> <p>Mobilisation - Please confirm the Starting Date for Mobilisation and Access Date for programming purpose?</p>	
		<p><u>Answer:</u></p> <p>At present we expect that mobilisation can start shortly after award with access available from this date to the Third Line Services area.</p>	20/4/2017
32	RfQ	<p><u>Question:</u></p> <p>In Annex B Table 2, both approach and evidence are required in the Methodology submission. Please confirm that the Supplier is free to provide their own format, or will Highways England be providing a template.</p>	
		<p><u>Answer:</u></p> <p>Suppliers are free to provide their own format. Please ensure that statements/ references are clear and easy to follow.</p>	20/4/2017
33	Service Information	<p><u>Question:</u></p> <p>We note from the tender documents that the Contractor is to provide and maintain all standard handheld test equipment such as digital multi-meters required to deliver the service, however can a list of what currently exists please be provided?</p>	
		<p><u>Answer:</u></p> <p>This has been uploaded with the tender documents.</p>	20/4/2017
34	Service Information	<p><u>Question:</u></p> <p>The Service Information states that:</p> <p><i>“At the Contract Date the Employer gives the Contractor access to a supply chain capable of undertaking repairs and details of the any agreed terms and costs in place. The Contractor notifies the NTLC provider of the correct delivery destination for stock to Third Party Repair and monitors the repair turnaround performance which is arrival back at the NTLC site within fifteen working</i></p>	

			<p><i>days of receipt by the Third Party Repairer.”</i></p> <p>Is the Contractor responsible for adherence to the 15 day limit and, if so, can details please be provided of the various rates and contractual arrangements that are in place with the existing repair supply chain?</p>	
			<p><u>Answer:</u></p> <p>The Contractor is responsible for the management and monitoring of the supply chain including the turnaround times for repairs undertaken.</p> <p>Where the Employer or Service Manager has set up an agreement which cannot achieve the 15 day limit this will not have a detrimental impact on the Contractors performance scorings.</p>	20/4/2017
35	Existing contract TMT 014		<p><u>Question:</u></p> <p>Will the contracts for the third party repairers remain with the Employer or be novated to the Contractor?</p>	
			<p><u>Answer:</u></p> <p>There are no existing contracts between Highways England and “third party repairers”. There is only one contract between Dynniq and Highways England – TMT 014.</p>	20/4/2017
36	Service Information		<p><u>Question:</u></p> <p>The Service Information document states the following</p> <p>Processing for Repair (P9) The Contractor is responsible for all repairs being undertaken within fifteen working days of inspection and testing. This includes repairs undertaken by Others.</p> <p>Can you please confirm that the Contractual arrangements with all “Others” are such that this is achievable, including time taken to transport goods out and in.</p>	
			<p><u>Answer:</u></p> <p>Please see Q&A 34 above.</p>	20/4/2017
37	Service Information (SI 115)		<p><u>Question:</u></p> <p>Please clarify if entire Message Signs and AML assets will be sent through the Third Line Contract for investigation and repair? Or will this continue to be a direct contract between Highways England and the</p>	

			<p>manufacturers?</p> <p>If it is to go through the Third Line Contract, what is the estimated number of returns per month for each type of message sign and AMI and who will be responsible for delivering the assets from the RTMC and back to them or elsewhere?</p>	
			<p><u>Answer:</u></p> <p>Only line replaceable units from message signs will be sent directly to the Third Line Services Contractor, the only whole units being those used for testing within the Third Line Area. AMIs are returned as whole units from the regional maintainer but will be transported directly back to the supplier at present. The cost of repairs to AMIs will be invoiced through the Third Line Services contract with details to be provided as stated in Q&A 34 above.</p>	20/4/2017
38	Existing contract TMT 014		<p><u>Question:</u></p> <p>Please confirm the value per annum of the current Third Line Contract?</p>	
			<p><u>Answer:</u></p> <p>TMT 014 has averaged out to about £1.15 million per year, over 5 years (April 2012 – April 2017).</p>	20/4/2017
39			<p><u>Question:</u></p> <p>Following on from the response of Q&A 26 can you please clarify the role of the successful Contractor, Highways England and the incumbent Contractor in the first year of the service with regards to the management of Third Party Repair subcontractors?</p>	
			<p><u>Answer:</u></p> <p>As stated in Q&A 26, the Employer currently has an operational supply chain in place via the existing Third Line contract and the use of these same arrangements at the beginning of the new service period is intended to minimise the risk of service degradation and to allow any supplier to take the full scope of equipment.</p> <p>The role of the Contractor remains the same throughout the service period. They will be expected monitor and manage the supply chain in terms of turnaround times and repairs undertaken. They are also expected to consider where any element of the supply chain, its processes and agreements can be optimised further at any time and will work with the Service Manager to agree any changes to be made.</p>	20/4/2017

40	CPF	<p><u>Question:</u></p> <p>Please confirm that the Collaborative Performance Framework document has been provided for information only and is not required to be submitted as part of our tender response.</p>	
		<p><u>Answer:</u></p> <p>The CPF has been provided as a Contract Document (<i>not "for information only"</i>), but Suppliers do not need to complete it as part of their tender response.</p> <p>However, it does need to be taken into account about when forming your responses to the Quality Submission in Annex B of the RfQ.</p>	20/4/2017
41	Schedule 4G TSC (long_form) HE amend	<p><u>Question:</u></p> <p>The TMTF Schedule 4G Call Off Agreement document includes text that states some sections are to be completed at the Award Stage.</p> <p>Please clarify if the Contract Data Part 2 of this document needs to be completed as part of our tender submission.</p>	
		<p><u>Answer:</u></p> <p>Yes, please complete Contract Data Part 2 as part of your tender submission.</p>	20/4/2017
42	Service Information SI 115	<p><u>Question:</u></p> <p>Facilities - refers the possibility of moving the site as detailed in Annex B. Please clarify as Annex B contains insurance requirements and no other Annex seems suitable.</p> <p>What contract adjustment mechanism is available if the new location requires changes to team structure?</p>	
		<p><u>Answer:</u></p> <p>The Compensation Event mechanism should be used if the new location requires changes to the team structure.</p>	20/4/2017
43	Service Information SI 115	<p><u>Question:</u></p> <p>Service Scope - refers to "UTC-based systems" - could you please indicate if this means central computer systems or just the field equipment?</p>	

			<p><u>Answer:</u></p> <p>Third Line Services is intended to only deal with roadside/outstation equipment as part of the current scope.</p>	20/4/2017
44	Service Information SI 115	<p><u>Question:</u></p> <p>Software Repository - Please could you indicate if this Repository currently exists and if not, who is responsible for creating the initial repository.</p>		
		<p><u>Answer:</u></p> <p>It is expected that the creation and maintenance of the repository will be the responsibility of the Contractor for this service.</p> <p>There is currently one other contract let by Highways England which contains a similar requirement, we are establishing any crossover and will confirm as soon as possible.</p>		20/4/2017
45	Service Information SI 115	<p><u>Question:</u></p> <p>Goods Inwards Inspection and Testing - please clarify how the 5 classifications align with the 4 Stock classifications.</p>		
		<p><u>Answer:</u></p> <p>The stock classifications are used within our current Oracle based system and simply allow the NTLC and the Employer to understand stock availability at any time.</p> <p>The Third Line Classifications are used to be used within the Third Line system to best understand the state of each item of equipment returned.</p> <p>All stock arrives as Red stock and it is for the Contractor to process each item until it is either returned to Green or scrapped. The use of repair classifications helps us understand the state of equipment returned to identify trends and problems.</p>		20/4/2017
46	Service Information SI 115	<p><u>Question:</u></p> <p>Goods Inwards Inspection and Testing - please clarify how equipment's warranty status will be identified.</p>		

			<p><u>Answer:</u></p> <p>All recent and future technology purchases include a requirement for the supplier to place a warranty expiry sticker on any line replaceable unit. In addition the regional maintainers will be reminded to identify the asset barcode number on the return label so that identification can also be achieved via our asset system (TPMS)</p>	20/4/2017
47	Service Information SI 115		<p><u>Question:</u></p> <p>Delivery Acceptance Testing: we suggest that the scope of this testing is set at the three activities which provide a comprehensive scope.</p>	
			<p><u>Answer:</u></p> <p>This is acceptable</p>	20/4/2017
48	Service Information SI 705		<p><u>Question:</u></p> <p>Additional Service Reporting: please clarify when the report is required as the Contract Performance Reporting section indicated this was a quarterly report.</p>	
			<p><u>Answer:</u></p> <p>These reporting requirements should be considered as monthly unless otherwise stated. On every third month it will form the basis of the evidence for the performance scoring.</p>	20/4/2017
49	Service Information SI 705		<p><u>Question:</u></p> <p>Monthly Spend Forecasting - Please confirm the requirement to provide an annual forecast as the Contractor has no mechanism for controlling asset repairs over such a long period.</p>	
			<p><u>Answer:</u></p> <p>The Contractor is required to support the Service Manager by providing an estimated annual forecast at monthly increments. These will be updated as each month approaches and financial performance will be based on the final refined forecast given for each month.</p>	20/4/2017
50	Service Information SI 1700		<p><u>Question:</u></p> <p>Please indicate how Task Orders will be used on this contract; ie will each individual repair activity require a Task Order?</p>	

			<p><u>Answer:</u></p> <p>No, each individual repair activity will not require a Task Order.</p> <p>Task Orders will be used for additional work/ activity not covered by the Service Information.</p>	20/4/2017
51	-	RfQ	<p><u>Highways England Statement</u></p> <p>I write to remind you all that you must not try to discuss this tender with the Project Sponsor or any other member of Highways England staff.</p> <p>All questions must come through this e-portal to me as per the RfQ paragraphs 4, 5 and 6.</p> <p>Failure to comply with this could mean you are excluded from the tender.</p>	20/4/2017
52			<p><u>Question:</u></p> <p>Q&A 37 stated 'the Employer currently has an operational supply chain in place via the existing Third Line contract and the use of these same arrangements at the beginning of the new service period is intended'. We would like to seek further clarification on the following:</p> <ul style="list-style-type: none"> • Will Highways England expect the existing supply chain be novated and managed by the successful Contractor from Day One, or the existing supply chain will be managed by the incumbent Contractor at the beginning of the new service period? • If subcontractor mark-up is applicable to successful Contractor in Year One on all supply chain including existing supply chain through incumbent Contractor. 	
			<p><u>Answer:</u></p> <p>As there isn't in all cases a formal contract with the subcontractors a forma novation may not be required but we would expect all invoicing activity to move to the new Contractor as the current contract ends.</p> <p>The SubContractor rate will be applicable to these invoices.</p>	20/4/2017
53			<p><u>Question:</u></p> <p>What is the requirement to use the Third Line Database and the ability to use other software?</p>	

		<p><u>Answer:</u></p> <p>The Service Information allows the Contractor to use their own software and this should be noted within the quality submission where possible. In future Highways England will be deploying an enterprise service bus to link the many logging and stock systems we have and therefore this will present opportunities to build suitable interfaces. In addition we are preparing to rollout the use of Service Now within ITD and this will also become an option for Third Line monitoring as an off the shelf package.</p>	20/4/2017
54		<p><u>Question:</u></p> <p>Can the current Third Line Area layout of workstations etc. could be changed?</p>	
		<p><u>Answer:</u></p> <p>The Contractor is free to suggest amendments to the layout of the area in order to best deliver the service. Any movement of furniture and equipment will be undertaken by XPO Logistics as the NTLC provider and with the acceptance of the Service Manager.</p>	20/4/2017
55		<p><u>Question:</u></p> <p>What is the availability and purpose of the electronic catalogue?</p> <p><i>*not LOT 15 of the Framework</i></p>	
		<p><u>Answer:</u></p> <p>The electronic catalogue is currently being compiled by XPO Logistics and is expected to contain over 90% of the items held within the NTLC and Third Line by May/ June 2017 and will then be made available via the Highways England Supply Chain portal.</p> <p>The electronic catalogue is intended to function primarily as a reference directory for all scheme/ project/ service - sponsors/ managers/ maintainers etc. to allow them to see images and stock data about the technology items that we carry. It will not allow ordering of items.</p> <p>The role of the Third Line Contractor will be to add new items and maintain the overall list once handed over by XPO Logistics.</p>	11/1/2017
56		<p><u>Question:</u></p> <p>Does the software catalogue exist and how does Highways England expected it to be accessed?</p>	

			<p><u>Answer:</u></p> <p>The current Third Line service carries the majority of software needed to service the roadside technology that we support as in many cases we need to flash software onto devices etc.</p> <p>The purpose of the Software Catalogue is to formalise the storage of these files and in particular maintain accurate details on the use of each piece of software. We expect the software to be readily available to Third Line engineers and for it to be possible for the Contractor to quickly respond to queries via email from maintainers with correct software for their use.</p>	20/4/2017
57			<p><u>Question:</u></p> <p>Can you confirm if packaging materials including tape, bubble wrap, boxes (including bespoke for larger items) etc are to be provided by the contractor under consumables or are these supplied / paid for via other means.</p>	
			<p><u>Answer:</u></p> <p>Packaging consumables as described above will be provided to the Contractor by the NTLC Supplier.</p>	20/4/2017
58			<p><u>Question:</u></p> <p>We understand that “Named Suppliers” will be paid via the Project Bank Account and that the Authority will propose this list. We anticipate that the majority (if not all) of the repair suppliers will be paid by this method and this list will be mutually agreed. Please can you confirm that our understanding is correct?</p>	
			<p><u>Answer:</u></p> <p>Yes this is our expectation.</p>	20/4/2017
59		Schedule 4G TSC (long_form) HE amend - Annex C	<p><u>Question:</u></p> <p>Clause Z12 states that payment is not due under the main contract until we have paid a subcontractor, however clause Z13 states that payment for subcontractors will be made within 19 days of payment being due under the main contract.</p> <p>We think this creates a circular reference where payment might never become due.</p> <p>We therefore assume that:</p> <ul style="list-style-type: none"> At the end of each month, we will provide an assessment to Highways England of the value of 	

			<p>work completed in that month (including work carried out by a Subcontractor or Names Supplier)</p> <ul style="list-style-type: none"> • Payment will be made (without deduction for sums not paid by us to Subcontractors yet) against this amount. • We will then make payment to the Subcontractor within 19 days of this date, or the Named Supplier will call-off the money from the Project Bank Account as Appropriate. <p>Please can you confirm whether this understanding is correct?</p>	
			<p><u>Answer:</u></p> <p>We would agree with the above description.</p>	20/4/2017
60	Schedule 4G TSC (long_form) HE amend - Annex C	<p><u>Question:</u></p> <p>Clause Z22.3 provides the HE with right to terminate the contract if a reduction requested by the HE is not agreed by the Contractor. We assume that this would be a termination for “a reason other than those described in R1-R21” under clause 90 of the NEC Term Service Contract and that in such an event, the provisions of clause 93.1 (A1) and 93.2 (A2 and A4) would apply.</p> <p>Please confirm that our understanding is correct.</p>		
		<p><u>Answer:</u></p> <p>Clause Z22.3 is added as a requirement from the Cabinet Office to all Highways England 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.</p> <p>Z clauses are additional conditions used to accommodate special needs such as this Cabinet Office requirement on changes to rates and prices. The expectation is the Contract will be run in accordance with clauses Z22.1 & 22.2, with 22.3 used only in exceptional circumstances.</p>	20/4/2017	
61		<p><u>Question:</u></p> <p>Can Highways England provide further information on the consumables that are expected to be included in the fixed monthly fee and examples of what items may be classed as chargeable?</p>		

		<p><u>Answer:</u></p> <p>The Contractor should expect to provide basic office consumables such a printer paper, pens etc, and also basic consumable for electrical repairs such as solder.</p> <p>Chargeable items are likely to include one off purchases of specific test equipment or furniture required for the service in agreement with the Service Manager.</p>	20/4/2017
62		<p><u>Question:</u></p> <p>Regarding the “onboarding” of new products:</p> <p>a) When a new product is introduced will training for 3rd line staff be provided before rollout?’</p> <p>b) Will the cost of the training including travel and other expenses be paid for by Highways England</p> <p>c) Are test/repair procedures to be provided by the OEM?’</p> <p>d) Can you confirm who will provide the test rigs and specialist test equipment?’</p>	
		<p><u>Answer:</u></p> <p>a) Yes training will be provided by the scheme/supplier alongside other maintainers or as a chargeable event agreed with the Service Manager.</p> <p>b) Where a product is new or a new version the training and related costs will be chargeable to Highways England or Others.</p> <p>c) As part of on-boarding any new equipment we would expect the OEM to provide full details of any test or repair procedures.</p> <p>d) The Contractor will be expected to identify the appropriate test rigs and equipment for any new product and provide the cost to the Service Manager for agreement.</p>	20/4/2017
63		<p><u>Question:</u></p> <p>Could you please clarify the ownership of the Project Bank Account and who is responsible for creating it with the Bank? What involvement would the Contractor have?</p>	

			<p><u>Answer:</u></p> <p>The setting up of a Project Bank Account is the responsibility of the Contractor who will nominate the bank/account and provide details and direct view only access to the Employer.</p>	20/4/2017
64	TMTii 02 - Service Information Updated - 10th JAN	<p><u>Question:</u></p> <p>Page 16 states:</p> <p>“The Employer will transfer the current IT equipment from the Third Line Services Area at the start of the service period. The Contractor shall provide any additional desktop and mobile IT equipment required to operate the service throughout the service period.”</p> <p>Please provide a full list of current IT equipment including telephony, and network connectivity details for accessing Employer provided systems and applications.</p>		
		<p><u>Answer:</u></p> <p>There is a full property list along with a zip file of some photos included with the Tender Documents.</p> <p>In addition all furniture such as office desks, chairs, cabinets and workbenches will transfer to the Contractor.</p> <p>Desk telephones are provided.</p> <p>A Cat 5 network exists and a dedicated broadband link in place. This is currently rural broadband with speeds up to 3.5mb; the Employer may look to invest in better provision in future as activity at the Test and Innovation Centre increases.</p>		
65		<p><u>Question:</u></p> <p>Can you please confirm that all current IT equipment and connections are fully compliant with Highways England’s Data Handling Policy for Supply Chains - and would pass Annex E – Information Assurance requirements and assessment?</p>		
		<p><u>Answer:</u></p> <p>Yes, confirmed as fully compliant; current connections & IT used across the NTLC site were subject to the same requirements and assessment in December 2016.</p>	20/4/2017	

66			<p><u>Question:</u></p> <p>For the avoidance of doubt, can you please clarify:</p> <ul style="list-style-type: none"> - If any works undertaken by Third Party Repair Sub-contractors will be procured and paid by the Contractor. - Please provide details of the current Third Party Repair Sub-contractors including the agreed rates, contractual arrangements. This will allow tenderers to accurately assess the commercial resources required to manage the contract and apply a suitable % of sub-contract overhead. - It was also stated in Q&A 26 that many of the supply chain repair agreements do not have formal contracts. Please confirm the current contractual arrangements with these supply chain (i.e are they Purchase Orders?) <p>This information will be key for us to develop our financial submission.</p>	
			<p><u>Answer:</u></p> <p>We have included a spreadsheet "TMTii 02 - Summary Subcontract List.xlsx" with the Tender Documents that shows the basic monthly invoice breakdown with commercially sensitive data omitted.</p> <p>Agreements are generally initial purchase order against agreed costs and charged by monthly invoice.</p>	20/4/2017
66			<p><u>Question:</u></p> <ul style="list-style-type: none"> a) How many tenders were submitted last time TMTii 02 was run? b) Did you get to Standstill and was any tender feedback issued? 	
			<p><u>Answer:</u></p> <ul style="list-style-type: none"> a) Four tenders were received. b) No and no. We were made aware of some procedural issues in the assessment stage and as a result decided the integrity of the tender process could be at risk of challenge. To address this and ensure a fair, robust procurement process, it was decided we will re-run the competition. 	20/4/2017
67			<p><u>Question:</u></p> <p>Is the re-run of the competition due to any of the tender documentation released before?</p>	

			<p><u>Answer:</u></p> <p>No.</p>	20/4/2017
68	25/4/2017	Service Information	<p><u>Question:</u></p> <p>Clause SI 115 Stock Management Systems states that:</p> <p style="padding-left: 40px;">"The NTLC supplier is responsible for the booking in and movement of Stock within the main warehouse management system."</p> <p>and with the section titled Third Line Stock System</p> <p style="padding-left: 40px;">"The Contractor shall use the Third Line Stock System which is based on microsoft access and provided by the Employer"</p> <p>Will the 3rd Line Contractor still be expected to use the Third Line Stock System as Goods Inwards and general movement of stock responsibility has transferred to NTLC and there is no now allocation of Stores support on the finance sheet?</p>	
			<p><u>Answer:</u></p> <p>The current Third Line Stock Management System is used to both book in and manage stock progressing through the Third Line service. The NTLC provider will ensure that all goods inward are accurately recorded on the system but the Contractor will still be required to use the system to record repair details.</p> <p>The Service Information does allow for the Contractor to replace the current access based system with their own and in this instance the NTLC provider should be given access to allow for recording of good inward stock.</p>	25/4/2017
69	25/4/2017	RfQ	<p><u>Question:</u></p> <p>With regards to providing a detailed plan to a maximum 10 A4 sized pages (including charts/ diagrams) showing the timing of the deliverables identified in the Service Information.</p> <p>In the original tender we interpreted this plan as being a Quality Management Plan that covered roles, responsibilities, objectives, resource and supply chain management, reporting and SLA's.</p> <p>Can you confirm that the 10 A4 sized pages is the correct limit?</p>	

			<p><u>Answer:</u></p> <p>Tender Amendment 1</p> <p>The detailed plan can now be up to a maximum of 20 A4 sized pages*.</p> <p>* Please also see Q&A 1 for a correct definition of “page”.</p>	25/4/2017
70	26/4/2017	Call off Agreement	<p><u>Question:</u></p> <p>Could you confirm if the Call off Agreement incorporating the NEC3 Term Service Contract, Contract Data and Z clauses is to be re-issue as this was not found in the list of attachments.</p> <p>The Buyers Attachment tab states 15 documents however only 14 appear to be available.</p>	
			<p><u>Answer:</u></p> <p>This document was missing. Thank you for information us.</p> <p>There were 15 documents on the Buyers Attachment tab – but one of them is the original Q&A sheet which is no longer available as it has been superseded from the last release.</p> <p>The missing Call off Agreement document has now been uploaded to Bravo – so Bravo now states 16 documents on the Buyers Attachment tab – but only 15 will be available.</p>	26/4/2017
72	27/4/2017	Call off Agreement	<p><u>Question:</u></p> <p>Please note that the Time in Contract Data Part 1 has a starting date of 1st April 2017.</p>	
			<p><u>Answer:</u></p> <p>Tender Amendment 2:</p> <p>The correct version of the Call off Agreement has been uploaded to Bravo this morning.</p>	27/4/2017
73	27/4/2017	Call off Agreement	<p><u>Question:</u></p> <p>While there is reference to X18 within the Contract it is not clear whether it is included as one of the Secondary Options; as it is not referenced on page 4, clause 1.</p>	

			<p>"Definitions and Interpretation" that only refers to X1 & X19. It is also not referenced in Contract Data Part 1, General, which again only references X1 & X19.</p> <p>Can you please confirm if X18 applies or if the Contractors Liabilities are Unlimited!</p>	
			<p><u>Answers:</u></p> <p>Please see the answer to Q&A 72 above.</p>	27/4/2017
74a	27/4/2017	Call off Agreement	<p><u>Question:</u></p> <p>In accordance with the Government issued guidelines on liability provisions in public contracts we propose that for:</p> <ul style="list-style-type: none"> - bullet one of X18 the cap on liability should be expressed as 'nil' so that liability for indirect losses is excluded; - and for bullet four an annual cap on liability is added of 100% of the annual subcontract value. 	
			<p><u>Answer:</u></p> <p>Thank you for your proposal.</p> <p>Can you confirm with a link (or an attachment) which guidelines you are referring to please?</p>	27/4/2017
74b	28/4/2017	Call off Agreement	<p><u>Supplier response:</u></p> <p>We refer to the 2010 "OGC guidance notes commercial terms" PDF document.</p> <p>We are specifically referring to Section 4 - Limits of liability and indemnities: ensuring consistency with the project's risks and their allocation.</p>	
			<p><u>Answer:</u></p> <p>This guidance document appears relates to contracts formed using the ICT Services model agreement.</p> <p>We can confirm that the X18 liability levels will remain as they are for this requirement. These are unchanged from the previous tender.</p>	2/5/2017

			Tenderers should complete their submissions to reflect these required levels.	
75	28/7/2017	RfQ	<p><u>Question:</u></p> <p>It is stated that the page limit for the Methodology Statement is 26 A4 Pages, in addition to this Q&A 69 allows 20 A4 Pages for the Detailed (implementation) Plan.</p> <p>Can you please confirm that this is in addition to the 26 Pages for Methodology?</p>	
			<p><u>Answer:</u></p> <p>Confirmed – this is in addition to the 26 pages for methodology.</p>	2/5/2017
76	3/5/2017	RfQ	<p><u>Question:</u></p> <p>Can you confirm if the Detailed Plan requested (max 20 - pages) is to cover the timing & deliverables of the mobilization activities as itemized in the Mobilization Plan, or the timing and deliverables of the project which is post mobilization?</p>	
			<p><u>Answer:</u></p> <p>As per the RfQ, the detailed plan should show the timing of the deliverables identified in the Service Information.</p> <p>It is up to the Suppliers to decide how best to present their detailed plan to us.</p> <p>Suppliers may use 'clear' cross reference to anything in their mobilisation plans, or other parts of their bid as they deem suitable.</p>	3/5/2017
77	5/5/2017	RfQ	<p><u>Question:</u></p> <p>Paragraph 26 states:</p> <p>"The prices provided by the Supplier are to be based on the information provided in Schedule 3 of the TMT2 Framework Agreement. Any prices submitted for a Call Off Agreement are to be equal to or lower than the Framework Prices."</p> <p>a) The prices submitted during the TMTF2 tender were based upon the risk profile of the Framework Contract; the limitation of liabilities in X18 of the TCS for this contract are of a significantly different</p>	

			<p>level to those in the Framework and therefore it is unreasonable to expect the same rates to be used.</p> <p>b) The majority of the costs relate to TUPE where the salary levels are fixed and therefore are cannot be determined by the tenderer in accordance with the Framework rates.</p> <p>c) The staff/roles descriptions used in the Framework schedule do not reflect the roles of the staff that will be employed under this Service; please note, this was heavily queried during the Framework tender.</p>	
			<p><u>Answer:</u></p> <p>The CCS requirement is for prices tendered at call-off to be equal or lower provided in Schedule 3 of the TMT2 Framework Agreement. Commercial sensitivity means that Highways England is not permitted to see the schedule. But the requirement remains and call-off prices will be audited by CCS to ensure compliance.</p> <p>On page 89 of the TMT2 Framework Agreement, you can see that:</p> <p>"Pricing will be determined at Further Competition and in accordance with the pricing options applicable to the Template Call Off Agreement to be used. The pricing mechanism utilised at Further Competition shall be cognisant (where appropriate) of the Framework Prices specified in Annex 1 to this Framework Schedule 3."</p>	9/5/2017
78	5/5/2017	RfQ	<p><u>Question:</u></p> <p>We note your request for a detailed plan (para.18, page 5 of RfQ).</p> <p>We cannot find any reference with regards to how this will be marked and/or contribute to the Quality Submission score/percentage.</p> <p>Please can you confirm what score the plan will have and what criteria it will be marked against.</p>	
			<p><u>Answer:</u></p> <p>As with TMTii 02, the detailed plan will not be marked.</p> <p>It will be used as a Contract Management tool/ reference document by the Service Manager and the Contractor.</p> <p>However, it will still be read during the assessment by the Quality Panel and compared with the</p>	5/5/2017

			methodology. There could still be some clarification questions on the detailed plan if there is anything unclear or ambiguous.	
79	5/5/2017	RfQ & Service Information	<p><u>Question:</u></p> <p>We note your response to TQ 60 and 76 regarding the content of the Detailed Plan to be provided. The Service Information document refers to a Contractors Plan (SI400, page 18-19).</p> <p>Please can you confirm whether the Contractors Plan is the Detailed Plan?</p> <p>If not, will the Contractors plan incorporate the Detailed Plan upon Contract Award?</p>	
			<p><u>Answer:</u></p> <p>The Contractors Plan is a defined requirement of the NEC3 Term Service Contract. The exact content will be agreed with the Service Manager at the start up meeting but can draw content from the detailed plan. The Contractors Plan is the document that contains the detail on how the service will be delivered with resource and activity considerations, it will be a live document throughout the Service Period.</p>	8/5/2017
80	5/5/2017	TUPE	<p><u>Question:</u></p> <p>Please can you confirm the TUPE information within the re-run tender documents is current?</p> <p>The list issued is exactly the same as the original bid and it mentions the employees had a pay review in January 2017.</p>	
			<p><u>Answer:</u></p> <ul style="list-style-type: none"> • We can confirm that the list is the same as issued on TMT 02. • Dynniq have not indicated to us that their document is out of date. • Any questions regarding TUPE still go to directly Dynniq as per Q&A 9 above. 	5/5/2017