TMTii 49 - MS2, MS3 and MS4 Message Signs Version 3 procurement (2018)

Secondary Competition Questions and Answers Version 5 – 26/03/18

Our Ref	Date Received	Document Reference	Question and Answer	Date Released
1	08/03/18	RfQ	Question: Due to the short time-frame in which to submit a tender response, and to the fact that some of our key engineering and sales staff will be attending Intertraffic during the week prior to the tender deadline, we are asking to have the tender deadline extended.	
			Answer: Due to programme timescales and requirements we are unable to grant any tender extension requests for this competition	08/03/18
2	09/03/18	RfQ	Question: We note that cell E11 of the Spares tab in the Price List states "Scenario 3 (182 Signs)", yet there is no mention of this elsewhere in the tender documents. Could you please clarify what this refers to?	
			Answer: Tender Amendment 1 – TA1 The reference in cell E11 "Scenario 3 (182 Signs)" is included in error. A revised version of the Price List will be issued to correct this. Revised Price List has been added to the Tender Amendment folder on Bravo – 'TMT2 49 - Price_List v1.xlsx'	12/03/18

3	09/03/18	RfQ	Question: Could you please confirm that a Parent Company Guarantee is not required for this contract?	
			 <u>Answer:</u> Highways England is not asking for a PCG to be provided with the quotation submission. Highways England might need to request a PCG, either during assessment, or during the life of the contract with the successful Supplier. An example of why we might ask for one could be due to a change in ownership of the Supplier and/ or a change of the Supplier's financial circumstances. 	12/03/18
4		Service Information	Highways England Statement Tender Amendment 2 – TA2 The Service Information has been amended to include some additional wording in section SI 115 (page 7) which was missed on the issue version. The extra paragraph is simply to clarify that any software or firmware changes required due to security updates or obsolescence of components will be covered by the warranty. For more information please see the revised SI – 'TMT2 49 - Service Information V1' which has been uploaded to the Bravo tender amendment folder.	12/03/18
5	16/03/18	Service Information	Question: Is it acceptable to replace defective parts with new parts rather than repair and return defective parts? Will replacing defective parts with new parts negatively affect the scoring?	
			Answer: If the supplier chooses to replace faulty parts returned under warranty rather than repairing them this would be acceptable, and would not negatively affect the scoring.	23/03/18
6	16/03/18	Service Information	Question: When will RMAS be available?	

7	16/03/18	Service	Answer: RMAS should be available for all installations. It has already been fully rolled out in most areas with any missing areas due to be completed within the financial year. Question:	23/03/18
<i>'</i>	10/03/16	Information	Will a sign controller that only communicates over fiber to the DMS reduce the scoring for that vendor?	
			 Answer: The quad cable detailed is the cable which will be provided by the Employer. If the Contractor wishes to provide alternative cabling between the roadside controller cabinet and gantry signs this should be acceptable assuming a suitably ruggedized solution is proposed. The use of fibre will not result in the deduction of marks provided that the system proposed is passive/unpowered, unmanaged and ruggedized. It should be noted that any alternate cabling will also be covered by the warranty and also that the costs of any modifications required to infrastructure (including, but not restricted to, the provision of ducts, chambers and traffic management required to undertake the work?) to accommodate alternative cabling will the responsibility of the Contractor. The contactor shall also be responsible for the repair to any damage caused by inadequately protected cable. 	23/03/18
8	16/03/18	Service Information	Question: Incident and Congested luminance values: • The energy cost worksheet on the price list spread sheet list 08H for the congested state and 04H for the incident state. Does this correspond to a sign intensity of 50% and 25% respectively? If not, what is the meaning for these values? • What should the sign intensity be in NITS based on ambient light levels of 08H and 04H? • Is the intent of the incident and congested luminance values to calculate daytime and night-time costs?	
			Answer: The values 08H and 04H are references to ambient light levels as detailed in TR2608 Table 10.1. These can then be referenced with the requirements detailed in EN12966 to calculate the required sign outputs.	23/03/18

9	16/03/18	Service Information	Question: Flashers – Is the requirement to synchronise only DMS flashers mounted on the same gantry or should the DMS flashers be synchronized with all other DMS mounted to other gantries?	
			Answer: The synchronisation will only be required for signals attached to each controller. Synchronisation across multiple controllers is managed by the in-station sync pulse.	23/03/18
10	19/03/18	RfQ	Question: Questions 3.1, 6.1 & 6.2 are restricted to a single page answer, can this please be increased to 2 pages as we need more space to answer the question in full and the points that we are required to cover in adequate detail.	
			Answer: Tender Amendment 3 – TA3 We have increased page limit by 1 for Q3.1, Q6.1 & Q6.2. These questions now have a page limit of 2 each. Please see revised RfQ (V2) in the tender amendment folder on Bravo for details	23/03/18
11	19/03/18	RfQ	Question: Price List V1 Cell C9 on the Summary tab includes a divide by '182' term which should be '276' for this RFQ	
			Answer: Tender Amendment 4 – TA4 The reference in cell C9 was is included in error. A revised version of the Price List will be issued to correct this. Revised Price List has been added to the Tender Amendment folder on Bravo – 'TMT2 49 - Price_List v2.xlsx'	23/03/18

12	21/03/18	Service Information	Question: How does the employer intend "policing" RTM contractors to ensure all work carried out on equipment is carried out by competent staff?	
			Answer: All maintenance on equipment will be carried out only by staff trained on its maintenance as provided for within the service information and price list.	23/03/18
13	21/03/18	Service Information	Question: Could you please confirm the warranty rate should include the monitoring of the equipment and how often each sign should be monitored?	
			Answer: The warranty should include the ongoing monitoring of the equipment and it is expected that each sign should be interrogated for faults on a weekly basis as a minimum.	26/03/18
14	21/03/18	Service Information	Question: Could you please advise where the cost of providing ESCROW should be included in the price list?	
			Answer: Please note the requirements of Z19.18 state that the Escrow deposit costs are borne by the Contractor and not the Employer consequently there is no line item for it in the pricing document. The Employer is responsible for the release fee.	26/03/18
15	21/03/18	RfQ	Question: Within the RFQ, section 4 Summary of Submission Requirements there is a table in item 6 indicating calculations for MTBF to be included for AMI, could you please confirm this is to be provided as there are no AMI's to be provided under this contract?	
			Answer: Annex H is standardised for all Signs and Signals. There is no requirement to include calculations for AMIs within this submission, as no AMIs are to be supplied within this call off.	23/03/18

16	21/03/18	Service Information	Question: Could you please confirm the definition of the "first line maintenance contractor" as there appear to be contradictions in the documents suggesting this is the supplier and the RTM contractor?	
			Answer: First line maintenance will be arranged by the Employer. This will generally be carried out by the Regional Technology Maintainer (RTM). Under exceptional circumstances it may be required that first line maintenance will be required prior to acceptance into maintenance by the RTM, under which circumstances this will be called off from the Supplier, under a task order issued by the Service Manager, on a chargeable basis.	23/03/18
17	21/03/18	Service Information	Question: Could you please confirm signs can be paid for/vested prior to installation in the event of a delay to the work sites being made available?	
			Answer: It is the intention that payment for the signs will be based on completion of the requirements for Task orders issued for the supply, install and commission of signs on site. Given the demand for signs it is unlikely that this will result in any significant delay between completion of construction of signs and installation commissioning and thus payment. If any such delays do occur and this has the potential to cause any financial hardship to the contractor we will review such circumstances on a case by case basis.	23/03/18
18	21/03/18	Call Off Agreement	Question: We note Option Y(UK)1 (Project Bank Account) has been included in the additional Contract data, could you please confirm this is your intention for this contract as we do not consider this to be appropriate for this type of contract?	
			Answer: Project Bank Account is there for Contractors who will use Subcontractors. If you don't then Y(UK)1 will not apply.	23/03/18

19	21/03/18	Service Information	Question: Please can Highways England confirm the Service Period is defined as 9 years, as the product deliveries will be only required up to 31st March 2019 and therefore the service period is less than one year. If this service period is to remain as nine years and combined with the liability date means that the liability period for this call off is 21 years?	
			Answer: The service period incorporates the expected delivery and installation period up to the end Mar 19, a potential further installation period should any schemes slip up to the end of Mar 20 and the 7 year warranty period. Hence the Service Period is listed as 9 years.	23/03/18
20	21/03/18	Call Off Agreement	Question: Please can Highways England reconsider if the exclusion of X1, Indexation, is a risk that is intended to be covered by private finance? As the Service Period has been defined as 9 years and therefore beyond both parties contemplation of what economic changes may occur over that extended period, is it the intention of Highways England for the Contractor to price this risk, and if this provides value for money?	
			Answer: The majority of the contract price will be paid within the first two years of the contract so there is not a long term risk of inflation sitting with the contractor and on this basis, despite the overall 9 year service period, the X1 option is not included.	23/03/18
21	21/03/18	Service Information	Question: Please can Highways England confirm that the warranty shall not include repair work occasioned by: Negligence or misuse; interference by the customer or others without prior agreement by the contractor; failure or sudden voltage fluctuations in the electrical power supply; failure in cooling or ventilation; changes in the environment and working conditions for the goods; failure in following manufacturer guidelines and directions.	
			Any faulty components which are returned for warranty repair which are faulty due to negligence, abuse, infestation or misuse should be identified to the service manager with evidence to demonstrate this and will be treated as a compensations event.	23/03/18

22	21/03/18	Call Off Agreement	Question: The Z clauses include a new clause Z58, cancellation of work under a task order and notice within 48 hours. Please can Highways England confirm this is working hours, as an instruction to reschedule at 5pm on a Friday or over a bank holiday would not be able to be resolved in the time period.	
			Answer: We confirm this is working hours & days excluding weekends and bank holidays.	23/03/18
23	21/03/18	Call Off Agreement	Question: Please can HE confirm that if they do require a PCG at some point during the contract they are seeking a guarantee rather than an indemnity. We would also wish HE to consider that the guarantor should retain the right to perform the contract if a liquidator of the contractor disclaims it or be able to challenge the grounds for determination if this was to occur.	
			Answer: We will seek an alternative if there is no parent, or suitable parent, to provide the Employer with the protections set out in the contract conditions and S.I. There is a form of PCG in the S.I annex. The guarantee provided is subject to acceptance by the Service Manager. The actions to be taken in the event of liquidation will be considered as they arise, we cannot make any commitments at this point. The Contractor must ensure they comply with Z7 Merger, take over and change of control, Z54 Financial Distress, Z55 Change of Control – new guarantee, and Z29 Parent Company Guarantee.	23/03/18
24	21/03/18	RfQ	Question: For this RFQ the ESCROW requirement is included in the SI but the ESCROW price line has not been included within Price List V1. Given the level of potential charges for this service, please can HE clarify the requirement here with respect to ESCROW, for the duration of the ESCROW service and how this is to be included in the Price List? Also, does HE expect that Entry Level Validation is to be carried out at first deposit only, or additionally for all subsequent deposits?	
			Answer: Please note the requirements of Z19.18 state that the Escrow deposit costs are borne by the Contractor and not the Employer consequently there is no line item for it in the pricing document. The Employer is responsible for the release fee. Entry level validation will only be required at first deposit.	23/03/18

25	21/03/18	Service Information	Question: What is the process to engage NRTs to better understand their requirements?	
			Updated Answer: The process is detailed in TR2529, section 4. It has come to our intention that the document referenced has been superseded. Details of the connection requirements for NRTS can be found in TR2607 section 2.4 Standard Communications Interfaces – General.	23/03/18
26	21/03/18	Service Information	Question: Is the TIC in operation and is it ready to qualify product?	
			Answer: The TIC is in operation and suitable support arrangements are in place to support the required testing of V3 equipment.	23/03/18
27	21/03/18	Service Information	Question: Where can the released specification for the RMAS system be obtained?	
			Answer: The specification for RMAS is TR2597 which can be found on the TSS plans registry.	23/03/18
28	21/03/18	Service Information	Question: MTBF – The data library for IEC 62380 of components is out of date or non-existent for most electrical components. Reliability consultants state that "The IEC is not intending to update TR 63280". We have found that our field data provides a more sound/proven record of reliability for our displays. Is it acceptable to utilize field data for calculating MTBF?	
			Answer: The use of field data will be acceptable as long as it is of sufficient quantity and suitably evidenced to indicate its accuracy. The methodology for MTBF calculations should still be carried out in accordance	26/03/18

			with PD IEC TR62380 as detailed in Annex H of the RFQ.	
29	21/03/18	Call Off Agreement	Question: Please can Highways England confirm the requirements of X18. The limitations of liability detailed in the Contract Data include for indirect and consequential damages, which is excluded within the TMTii Framework clause 30.4.1. and the call requests £5M. Please can this requirement be matched to the tender Framework?	
			Answer: We have reviewed this and can confirm that the X18 liability levels will remain as they are for this requirement. Bidders should complete their submissions to reflect these required levels. The limitations of liability in TMTF2 are the limits of liability that apply for the Framework Agreement as between the CCS and the Supplier. Clause 30 of the Framework Agreement allows us to set our own limits of liability in our Call Off Agreements. It states: "For the avoidance of doubt, the Parties acknowledge and agree that this Clause 30 shall not limit the Supplier's liability to a Contracting Authority under any Call Off Agreement and the Supplier's liability under a Call Off Agreement shall be as provided for in that Call Off Agreement only.	23/03/18
30	21/03/18	Service Information	Question: In respect of SI235, the gantry frames form part of the structure onto which the message signs will be fixed. These structures are not the responsibility of the Contractor and therefore any modification due to incompatibility with the new message signs arrangements may affect the warranties of these structures with the warrantor. Therefore please confirm that where gantries are not compliant with V2, the Contractor will not be responsible for these alterations?	
			Answer: It states in SI205 that it is the responsibility of the <i>Contractor</i> to ensure that where the signs are to be mounted onto new infrastructure that the installed infrastructure is suitable and ready for the sign to be installed. Should the infrastructure not have been designed and built in line with the specifications then the <i>Contractor</i> 's responsibility will only be to identify this and detail what modifications will be required to allow the signs to be installed. For the avoidance of doubt, any costs involved in the modification of structures which have not been built in line with the mounting requirements detailed in the V3 specification will not be the responsibility of the <i>Contractor</i> .	23/03/18

31	21/03/18	Service Information	Question: Please can HE confirm the removal of existing signs and signals are not part of this scope and if the gantries are not new, that the responsibility for structures provided by others which could be old or unsafe remains the responsibility of others?	
			As it states in SI205, "This <i>service</i> includes removal of other Signs or equipment and where required making safe. All references to installation shall include appropriate removal and transfer of that equipment to the NTLC and these transfer charges shall be included in the installation cost detailed in the Price List." The Employer is responsible for the structural integrity and safety of existing gantries but it is the Contractors responsibility to highlight any issues which are identified during the site survey as also detailed in SI205.	23/03/18
32	21/03/18	Call Off Agreement	Question: Clause Z29 and Z55 implies a PCG will be required but there is no reference to the X4 Option under the "X" clauses section which introduces the use of a PCG in the NEC3 contract. Could HE please clarify whether a PCG is required as the condition "if required by the Service Manager" appears vague. In order to understand the requirement of if a PCG will or will not be required at tender stage, please can HE clarify under what circumstances a PCG would be required by the Service Manager?	
			Answer: Please see answer to Q23	23/03/18
33	21/03/18	RfQ	Question: due to the similarities between this tender and TMTii 03 with regards to the scope, RfQ & Service Information, can you please confirm that the Q&As on that tender will apply to this one where the question and answer would apply to this tender.	
			Answer: Do not take into account any previous Q&A from TMTii 03. This Q&A sheet takes precedence	23/03/18
34	21/03/18	RfQ	Question: The RfQ requests (section 27) that we submit a Quality Plan with our tender submission; the RfQ then states at section 31 that the successful Supplier is to produce quality plan to incorporate the Methodology	

			Statement submitted with the tender. Can you please confirm if the Quality Plan is to be submitted at tender stage, as well as the methodology statement, or if it to be submitted post tender by the successful tenderer.	
			Answer: Tender Amendment 5 – TA5 The word "Draft" was omitted from (section 27) and will be re-instated and a new version of the RfQ issued. Therefore, for clarity, the bidders Quality Submission includes all the elements listed under para 27 of the RfQ which becomes the Quality Statement to be submitted. The Contract Document states the period for submission of the first plan for acceptance which is 2 weeks after the Contract Document is signed. Please see revised RfQ in the tender amendment folder on Bravo (V2)	23/03/18
35	22/03/18	RfQ	Question: After review of the v3 specifications compared to the previous versions, we have noticed that the sign types went from character based Amber signs to 20mm Full colour. As you will have noted the power requirements have not been changed to account for the new technology, in fact the MS4 power has gone down, we would have anticipated an increase in power overall to account for RGB Full Colour technology and full matrix sign type. Below is a summary of the changes: MS4 - 4.0kva (2006) to 2.5Kva (2016) MS3 - 2.0kva (2006) to 2.0kvA (2016) MS2- 2X12 750va (2010) vs 750va (2016) MS3 - 2.0kva (2006 vs. 2x16 1.5kva (2016) MS3 - 3x18 2.0kva (2006) vs. 2.0kva (2016)	
			Answer: As per the response to this question when asked during Q&A for TMTii 03 - One of HE's key "drivers" is to reduce power consumption, thereby reducing the environmental impact of Signs and Signals and reducing the whole life cost of their ownership. The revised power consumption limits in TR2607 reflect this aspiration.	26/03/18

			reviewed again specified limits As the query in in display comp HE is therefore	are more cons are more cons fers, larger vari conents require	esults, extrapolat istent with what h iances were note d by TR2607. nended maximur	ed across the variou has been proven to b ed for MS 2x12/ MS3	cessarily restrictive and has been is sign types and sizes, to ensure the be achievable. variants, given the significant increase in limits as follows, pending availability
			FIOUUCI		TR2607	TR2607	
			AMI	350VA	350VA	350VA	_
			MS 2x12	750VA	750VA	1.5KVA	
			MS3 2x16	2.5kVA	1.5kVA	3.7KVA	
			MS3 3x18	3.0kVA	2.0kVA	6.3KVA	
			MS4	4.0kVA	2.5kVA	4.0kVA	
			MS4R	2.5kVA	2.0kVA	2.5KVA	
			and that energy	y consumption	will also most like		o incentivise energy efficient designs ole life cost calculation at tender stage. ta.
36	22/03/18	RfQ	for colour level Where optical of mixes' shall be classes can be Is it expected to the red/green/b can be separat	s shall also be designs use 'co reconfigurable maintained ove hat a global coe blue colour mix rely configured?	provided." (E.4, C lour mixing' tech as described in er the life of the p efficient enables used to generate	G.5, F.5, H.6, I.5) ac niques to achieve co TR2608 to ensure th product in the event to adjust each prima	blour emitters are used, the parameters cordingly with TR2607 clause "2.13.5 flour class requirements, the 'colour lat compliance with the required colour of uneven colour degradation." ry colour (red / green /blue)? Or that ated colour (according to EN12966) ay board basis?

			Answer:			
			The requirement is to ensure colour consistency across all modules with a sign, and colour conformity as detailed in SI 115.	26/03/18		
			Question:			
37	22/03/18	RfQ	Please can clause Z3 "Recovery of sums due from the Contractor" be limited to this contract only?			
			Answer:			
			This is a standard Cabinet Office requirement. The Clause protects the Employer from financial risk and seeks to only recover the sums that are outstanding between the two parties	23/03/18		
Questions asked after the Tender Question Deadline (22/03/18 14:00) Note Highways England can't guarantee to answer these questions however will endeavour to do so						
		Service	Question:			
38	22/03/18	Information	What is the process to engage the Charm Team to learn about changes the Charm system will bring?			
			Answer:			
			Current requirements relating to CHARM are detailed in TR2608.	26/03/18		
			Question:			
39	22/03/18	Service Information	NMCS2 is referenced as the main protocol between the central software and the DMS. Are there other protocols that are acceptable today? Will the Charm system interface to additional protocols? If yes, which protocols?			
			Answer:			
			The current protocol is NMCS2 and as such this should be used for communication between the Highways England systems and the sign controller as detailed in TR2608 Section 4.	26/03/18		
			Question:			
40	22/03/18	Price Schedule	Could you please amend or clarify the statement at the top of the installation tab on the pricing schedule "Removal and return to NTLC should be calculated at the normal working hours rate." As we do not believe signs will be removed during normal working hours.			

			Answer: This statement should be clarified that the removal of the signs will likely take place during non-standard time, but the return to NTLC will take place during normal working hours.	26/03/18
41	22/03/18	Service Information	Question: SI 310 requests that the signs are compliant to a list of standards. This list includes MCH 1959, a copy of the standard was also published with the tender documents. MCH 1959 is the specification for the interface between a CCTV camera and NRTS and we do not believe it applies. Can you please advise if this was included in error and can be ignored, or included in error in place of another document that we would require.	
			Answer: This specification has indeed been included in error and can be ignored.	26/03/18
42	22/03/18	RfQ	Question: We have not had any tender Q&As published since 13 March, some 9 days ago, as it is getting close to the tender return date, can you please advise when you are intending to publish the next round of answers as some of the outstanding queries have a direct effect on our submission.	
			All questions have now been answered	26/03/18