

## LJLA Airspace Transition Project – ITN Questions

The table below has a list of questions, which have been asked by participants in the LJLA Airspace Transition Projection procurement process:

	Questions	Answers
1.	Could you confirm the rationale around why the site visits are to be scheduled is after submission of ITN?	The deadline for the initial bid is 24 <sup>th</sup> July 2017, this is followed by a site visits for familiarisation and negotiations between 1 -31 August with the final bids being submitted on the 7 <sup>th</sup> September.
2.	Is the formal acknowledgment of ITN receipt meaning that we have to comply with the agreement or is this just referring to tender submission rules etc ?	There is nothing to formally exclude the company from the process at this stage
3.	Confirmation of the deadline – Tender return label states Noon and 16:00 hours on 24 <sup>th</sup> July 2017, can you confirm which is the correct time?	The preferred time is noon, however, if you can only make the 16:00 deadline it will not result in automatic exclusion.
4.	Just a quick email requesting clarification in Appendix 2 – Pricing Schedule. 23.2 Point 3. Preparation for flight validation <b>inc coding</b> . Question – is this coding the ARINC coding referred to in 23.5 Point 2.?	Yes
5.	TQ1 a) Would ATCSL consider an amendment to the standard of care set out in Clause 2.3(a) of the Agreement, to align with the extent of cover normally obtainable from providers of Professional Indemnity insurance? The proposed amendment to Clause 2.3(a) is: “perform the Services with the highest level of reasonable care, skill and diligence in accordance with good best practice in The Consultant’s industry, profession or trade;”	The change can be negotiated but it will be considered a change and scored accordingly when considering the preferred supplier
6.	TQ1 b) If ATCSL accepted this amendment, would it consider the amendment to be ‘No Amendment’, ‘Immaterial Amendment’, or a ‘Material Amendment’?	See above
7.	TQ2 a) Would ATCSL consider an amendment to the payment period set out in Clause 5.4 from 60 days to 30 days? ‘Material Amendment’?	No
8.	TQ2 b) If ATCSL accepted this amendment, would it consider the	See above

	amendment to be 'No Amendment', 'Immaterial Amendment', or a	
9.	<p>TQ3 a) Would ATCSL consider the inclusion of a limitation to the Consultant's overall liability, in the form of a new sub-clause 6.2 (c) as follows?</p> <p>"Notwithstanding any other provision of this Agreement, the total liability of the Consultant under or in connection with the Services, whether in contract or in tort or in negligence or for breach of statutory duty or otherwise, as far as is permitted by law, shall not exceed the amounts recoverable by the Consultant under its professional indemnity insurance. The Consultant's liability to the Customer is limited to that proportion of the Customer's losses for which the Consultant is responsible under this Agreement."</p>	No
11.	TQ3 b) If ATCSL accepted this amendment, would it consider the amendment to be 'No Amendment', 'Immaterial Amendment', or a 'Material Amendment'?	See above
12.	TQ4 a) Would ATCSL consider additional payment milestones to align with the end of each Project Step identified in Schedule 1, p28?	This would form part of any negotiation if the supplier wished to change from the specification.
	TQ4 b) If ATCSL accepted this amendment, would it consider the amendment to be 'No Amendment', 'Immaterial Amendment', or a 'Material Amendment'?	It would be an amendment, the level will be determined by the negotiation.
13.	TQ5 a) We note the intention of Schedule 2 to introduce the terms and conditions of Liverpool Airport Limited. These terms include delay damages and other remedies in relation to failure to meet delivery dates in Clauses 5.14 to 5.17. Would ATCSL consider excluding the Consultant's liability for delays caused by regulator decisions/approvals, and other delays outside of the control of the Consultant?	If it is a result of circumstances completely outside the sphere of influence of the consultant's then ATCSL would not be seeking to recover damages.
14.	TQ5 b) If ATCSL accepted such an amendment, would it consider the amendment to be 'No Amendment', 'Immaterial Amendment', or a	It would be an amendment, the level will be determined by the negotiation.

	'Material Amendments'?	
15.	However reviewing the work and resource required to do this over what is the traditional summer holiday period, we would like to formally request an extension to the current 24 July submission deadline. Is this something you would be prepared to accommodate ?	No
16.	Section 18.3 requires that tenders must be submitted by 24 July and be valid for acceptance by ATCSL until planned contract aware date 26 September. Section 13.1 identifies invitation to submit final tender by 1 September. Can you please confirm that scope and pricing can be changed to the document after it is submitted on 24 July?	ATCSL schedule applies to all potential providers and is consistent with the PQQ. The initial submissions can be discussed and negotiated during 1-31 August, before the final bid is submitted between 1-7 September. ATCSL strongly recommend that potential suppliers book an appointment for a site visit for discussions and negotiation.
17.	Our understanding is that the "site visit" will actually be the time to discuss the proposal provided for 24 July. Will there be the chance to ask questions for clarification, will any operational personnel be at this meeting?	This is correct, the site visit gives the potential supplier and ATCSL the opportunity to discuss the proposal in more detail and negotiate. It is also a chance to view the ATC facility and aerodrome.
18.	Are all existing conventional procedures to be removed?	Some of the current IFPs are expect to remain.
19.	Can you provide any information on what has been decided within the PLAS with regard to the expected STARS? Is it known how many arrival points are expected, specifically will there still be up to 16 STARS or will there be a reduction? This is important for us to calculate the number of transitions that need to be created.	Continue with 16 STARS, we will advise of any change created by changes in the PLAS programme.
20.	As part of PR12 (24.3.9) the term database is used, does this just mean that the information can be provided electronically, or do you require a database? If this is to allow for automation of data into your system, can you please identify what format would be required?	It needs to be in a format suitable for submission ARINC
21.	We would like to take up a site visit during August. Would either 2nd or 17th August work?	We have provisionally booked the you time on the 17 <sup>th</sup> August – good decision to book time early.