



The municipality of Eindhoven

Summary of additional information and changes

for the market consultation

Implementation Roadmap on public lighting in Eindhoven 2030

Colophon

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Explanation

The document before you is the summary of additional information and changes for the Implementation Roadmap on public lighting in Eindhoven 2030.

This summary of additional information and changes sets out the questions that parties who are interested in participation in market consultation have submitted prior to the meetings. All of the questions have been anonymised and are followed by the corresponding answers.

This summary is a public document that does not have any legal status. The answers given by the municipality reflect internal opinion formation at the current time (June 2013). The consultation meetings and studies to be conducted will result in new insights, which will be embodied in the structure and implementation of the subsequent invitation to tender.

Questions and answers

No.	Question	Answer:
1	Have you also considered financial innovation? I have seen that the BNG is involved in the project as a partner that contributes its ideas. Budget-neutral financing is ideal for this type of project. In point 1.3.2 about the revenue model, I read that the municipality wants to cover incidental expenditure. Is it not possible for you to place this with an external party via this budget-neutral component?	Financial innovation is part of the contract, given the financial constraints applicable for the considerable ambitions at hand here. There are no well-defined plans on the division of costs and just an indication has been provided of the current budgets that the municipality has.
2	Would it not be advisable to take more time? This based on the outcomes of the OVL invitation to tender by the municipality of Rotterdam, where the market parties indicated that there was little time. I am thinking in particular of the period between the ultimate invitation to tender and the closing date for the submission of a tender based on the specifications. Given the nature of the invitation to tender, a period of several months would seem necessary to me (2-4 weeks is customary currently...), to give companies the time to enter into and form consortiums ...	The time necessary for a proper tendering procedure is the guiding principle. However, having said this, efforts will also be made to achieve 'visible results' in mid 2014. Under the influence of this field of tension+C3, it will be necessary to work under as much pressure as possible. In this context, you are invited at this stage to anticipate any collaboration required, ahead of the tender.
3	Given the nature of the request, would it not be advisable to split up the specifications and to impose a duty of collaboration on the various parties? Thus, a smart grid company will be responsible for the smart grid element and a maintenance company for maintenance, etc., subject to a clear duty of collaboration between these companies in a foundation run by the municipality or suchlike (so that the municipality is able to maintain a grip on innovations and on the rate/speed of innovation)?	This solution would impose a collaboration obligation and ultimate responsibility on the municipality. The self-organising ability of the market is another possibility, on the basis of consortium formation. Other forms may be conceivable too. The idea is to compare the various options at this stage in preparations.

4	When developing the Eindhoven Intelligent Lighting Grid, the market parties will develop some innovative ideas in order to ensure success. Who will become the owner of these innovations and how can these innovations be protected?	We expect market parties to develop their views on this matter and to propose solutions that balance the interests of all parties. This is probably one of the issues to be resolved in the competitive dialogue procedure.
5	How important is the financing component for the procurement for the City of Eindhoven	Of utmost importance, in view of the limited means available.
6	What is the current actual electricity consumption for Eindhoven urban lighting which becomes part of the scope of this contract?	Energy consumption over 2011 was 14,511,511 kWh
7	Will the purchase of electricity become part of the contract? Which price is Eindhoven currently paying for electricity?	Until 31-12-2016 supply of electricity shall take place under an existing contract. The method of procurement of the period 2017 and further is still under investigation.
8	Any thoughts about potential interface risks with other related public infrastructure and/or services?	These risks are being monitored and will be documented in the tender phase.
9	Will the contract include a performance payment element?	Possibly, when deemed useful or necessary. This will be decided on in the tender phase.
10	Is the city intending to have a certain amount of upfront payment for the installation works completed?	No, this is not common in general.
11	Will the losing bidders be compensated in some way for the design and tender work completed so far?	Compensation will be considered for the losing bidders admitted to the tender phase.
12	Will the city have the possibility to combine parts of different bids into one bid?	This is not foreseen. The city is looking for a partner that will have integral responsibility for execution of the assignment.
13	who will bear the permitting approval risk for using some innovative light in the traffic?	At this stage, we want to identify and list as many risks as possible. This will enable us to prepare a risk matrix and propose management measures.
14	How is inflation compensation being covered?	Through an inflation compensation paragraph in the contract, based on the inflation measured in the service sector in question.

15	The city intends to involve local communities in the design process. How is this process being managed and who bears certain risks of non approval from the community?	Management of the process will most probably be made the responsibility of the contractor. Communities will not be granted a right of approval, but the mere right of consultation and participation in the design process.
16	Will all further communication be in English in order to allow foreign tenderers to compete?	Yes
17	<i>Which role do you see for the partner to be selected in the invitation to tender - > will this be a contractor or a producer?</i>	This could be both a contractor and a producer, provided they are able to implement the organisation and broker role.
18	Who will be responsible for the control/management? The producer, the contractor or the municipality? Clarity about contract extras and claims, etc.	See the answer to Question 3.
19	The OVL grid in Eindhoven currently has three owners. The underground grid, ownership and operation are not mentioned in the documents. We would like to know whether the grid that belongs to the municipality will also form part of this invitation to tender?	The grid that belongs to the municipality (5 km) will form part of the upcoming invitation to tender. For more information, see: www.eindhoven.nl/slimlicht and also see the following presentation: <i>Marktconsultatie Stedelijke Verlichting 2013</i>
20	We would like to hear how the connection with the two other grid managers must be viewed in relation to ownership and use of the additional revenue models envisaged?	The connection with the two other grid managers will be in line with current legislation.
21	We assume that the Quadrupel Helix will commence collaboration after the contract has been awarded and that the parties named (with the exception of the contracting authority and the candidate) will not be involved in the competitive dialogue. Is this correct?	This is not likely. Consideration is being given to the question of whether or not to involve the QH partners in the dialogue, making it possible to specify this important aspect of collaboration in detail in the invitation to tender.
22	Will we be expected to submit a price for a light fitting that we will develop within five years?	No.
23	Quadrupel Helix: is there a legislative framework for the preparation of quadrupel helix contracts? How will this be covered legally?	There is no specific legislative framework for the preparation of quadruple helix contracts, other than generic legislation (for example, the Netherlands Civil Code, tendering legislation, Municipalities Act).

24	What happens if a partner goes into liquidation? What happens if a partner has an accident?	The contract will include a risk distribution based on risk management possibilities. At this stage of the market consultation, we would be grateful if you could advise us on what you feel would be the best approach to adopt to the risks that you have outlined (liquidation, accident).
25	As the light fitting producer, how far does our responsibility extend?	Beyond the mere supply and installation of light fittings. This will depend on the role that you have chosen.
26	Do you want test projects to be implemented in the municipality of Eindhoven? If yes, may the cost of these projects be charged?	Question 1: yes, test projects (living labs) are obvious. Question 2: the cost aspect will form part of the tender or assessment of tenders, in a format still to be determined.
27	An 'open' collaborative arrangement will require a new organisational structure. As a company, how can we realize this?	It will be up to each company to decide on the possibilities open to them.
28	Does the municipality of Eindhoven have a policy and implementation strategy on Smart City Concepts and/or do these form part of this market consultation?	We do not have a policy or implementation strategy yet.
29	Page 5, Subsection 2.3 of the consultation document states that, after submitting the tender, there will be an opportunity to conduct an interview with each tenderer. At BPV, the interview forms part of the procedure, as does a corresponding assessment. Is this an additional interview or is this the interview that forms part of the procedure and, as such, a fixed element?	The interview round held as part of tendering based on the BPV method is completely separate to the interview round planned in the framework of the market consultation.

30	An in-depth understanding of the lighting base installed is the first step towards any specific proposals. We would like to work with the municipality's current lighting management database in order to provide the best possible analysis going forward. Ideally, these data would be provided in a digital format (Excel or CSV). The following details should be included in the data: lamp posts: number, material type, installation date; luminaires: type, light source, gear type, system installed (power), installation date, height, overhang; location per light point (X/Y or GPS coordinates); switching and dimming regimes by lamp type; minimum acceptance criteria: % failure per year, response times.	Existing data on the lighting base installed can be delivered in Excel or CSV on an 'as-it-is' basis. Gear type and system power height are not registered per luminaire. Overhang is not registered. The % failure per year is 10% and the response time is five working days.		
31	A new lighting strategy will deliver significant savings on energy consumption. What are the city's current energy statistics in terms of consumption and cost? What is the cost per kWh and which contract conditions govern the city's relationship with its utility provider(s)?	Year	Invoiced energy consumption	Invoiced cost
		2009	13,576,688 kWh	€ 1.160.000
		2010	13,896,295 kWh	€ 1.109.000
		2011	14,511,511 kWh	€ 1.277.000
32	Please provide a breakdown of the public lighting budget. For example, are costs associated with painting, stability measurements, road closures, equipment hire or other maintenance costs included in the budget? Which maintenance contracts are there at the current time?	Over 2011 the breakdown of the maintenancecost for public lighting is:		
		Daily maintenance and operation	€	212.000
		Monitoring lights	€	30.000
		Dynamic measurement poles	€	36.000
		Painting	€	192.000
		Group-based replacement of lightsources	€	453.000
		Curative maintenance	€	776.000
		Benefits reclaimed damages	€	177.000-
		Project-based replacement	€	314.000
		Maintenance cost connection distribution grid	€	411.000
		Electricity cost	€	1.277.000

		The current maintenance contract expires at April 15th 2015
33	What are the thoughts of the municipality on the governance model for the quadruple helix? For example, what form should the decision-making process take? For example, who is accountable when a safety issue arises in relation to lighting in a particular neighbourhood??	See question 15.
34	Which verticals do you find most relevant on top of the lighting grid and how do you plan to engage them?	Currently there are no other services and or products based on a slim lighting grid. We use this consultation to develop our thoughts on this further.