

January 26, 2016

Participants of the Tender.

Re: **Tender number 17/15 for the Acquisition, Installation and Integration of Traffic Surveillance and Control System**  
**("TSCS")**

**Answers to clarification questions**

Ayalon Highways Co. Ltd. ("**Company**") is hereby pleased to publish Answers to clarification questions submitted by the participating Bidders. For your convenience, please find attached, the marked amended Agreement according to the answers provided by the Company, as well as Exhibit O [*Non-disclosure Agreement*].

**Please notice that the last date for the submission of proposals for the Tender, is February 22, 2016, 12:00 (Israel time).**

The Bids and the Tender Documents must be delivered to the Tender Box at Company's offices by hand delivery only. Proposals submitted after the aforementioned time shall not be accepted.

Avi Chudin,

C.E.O

No.	Reference	Question/Answer
<b>Questions regarding Volume A - TENDER CONDITIONS AND INSTRUCTIONS</b>		
<b>1.</b>	Volume A section 14.5.3.2  Appendix 15, section 3	<p><b>Question:</b> The latest central Software had been installed in different sites, therefore installed and operated by a different legal entity than the bidder (or the Joint Venture). Is this to be considered as "OTS" in the Central TSCS evaluation table?</p> <p><b>Answer:</b> A Central Software which was not installed by the bidder cannot be considered as the Off the Shelf Software ("OTS"). See description in Volume A, section 14.5.3.2 and Volume A, Appendix 15, section 3.</p> <p>It is emphasized that when indicating OTS as the status of fulfillment of a requirement, as required in section 4.5 of Volume A, Appendix 15, the contractor shall always refer to the one OTS which is the base of the system presented for evaluation.</p>
<b>2.</b>	Volume A Section 1.4	<p><b>Question:</b> "Tender is subject to MOT budget approval, no claims if such approval is not granted". This clause appears to say that Company does not have funding for the multi-year project. Is this the case? In addition, after a notice to proceed and incur costs, what happens to costs already approved and in progress with domestic and foreign suppliers?</p> <p><b>Answer:</b> This is a standard section in Company's contracts and shall remain unchanged. It is clarified that work approved and completed by the Supplier shall be paid according to the Agreement.</p>
<b>3.</b>	Volume A Section 2.2.2 and 3.2.1	<p><b>Question:</b> Is it possible to participate in the Tender if the owner of all rights, including all intellectual property rights (IP), in the Central Software that is proposed in the Bid, is not holding at least 51% of the rights of the Joint Venture?</p> <p><b>Answer:</b> The Section shall remain unchanged. The pre-qualification requirements set forth in sections 2.2.2 and 3.2.1, were some of the main requirements which were examined and discussed, and that is due to its importance to the Company which has arisen due to the Company's past experience. Nonetheless, after the Tender Committee examined the matter once again, the Tender Committee does not see fit to change the pre-qualification requirements set forth in this Sections.</p>
<b>4.</b>	Volume A, Section 3.1	<p><b>Question:</b></p> <ol style="list-style-type: none"> <li>a. If the estimated price for the works is so small why are the revenue qualification amounts so large?</li> <li>b. What purpose is a JV if the system is primarily COTS and all services are performed by the responsible Israeli partner with full access to support and upgrades by the system supplier?</li> <li>c. Would not sufficient financial stability of the Israeli Contractor be more important for Company goals and objectives?</li> </ol>

		<p><b>Answer:</b> The Section shall remain unchanged. The Pre-Qualification Terms were approved by the Tender Committee and are designed to ensure the bidder's ability to face any potential challenges.</p>
5.	Volume A - Section 3.1.3 (Tender Bond)	<p><b>Question:</b> The Tender Committee is hereby requested to clarify that the Tender Bond may be issued by the issuing bank (in the event of an unincorporated joint venture) at the request of one of the Members on behalf of such JV (without derogating from the joint and several liability of the Members).</p> <p><b>Answer:</b> The Section shall remain unchanged. The Tender Bond shall be issued in accordance with Section 3.1.3.</p>
6.	Volume A Section 4.3	<p><b>Question:</b> "Customer may reject Field Equipment upon PDR phase (after award of Contract), in its sole Discretion". This Clause is only applicable for an alternative vehicle detector to Sensys and RTMS. Applying this clause for other Field Equipment could negate the tender bid by the Contractor. All equipment to be used is presented at the tender and will be included as Exhibit B of the Agreement, and if Company awards the tender to the Contractor, all field equipment has been pre-approved for use. For this Contractor project plan, the only issues at PDR are demonstrating an equivalent detector technology, if any, and approval of the detail design and deployment specification so it may be included as Exhibit C of the Agreement. This clause is too broad.</p> <p><b>Answer:</b> The Section shall remain unchanged. The equipment shall be approved at the applicable stages (CDR, PDR etc.)</p>
7.	Volume A - Section 11.4. (Exchange Rate/ Linkage to a Basket of Indices)	<p><b>Question 1:</b> Please note, that the current adjustment of the prices according to a pre-determined ratio among Euro/Dollar currency does not correlate to the actual inputs, in particular for the respective parts of the works and inputs performed/supplied in Israel. Therefore, the Tender Committee is hereby requested to amend the provisions of Section 11.4 of Volume A, so as to allow for adjustment according to a basket of indices (that the respective percentage thereof should be selected by the Bidder at its discretion), consisting at least of the following: Israel Consumer Price Index; the Building Inputs Index; Exchange Rate (of the applicable currency), all according the respective percentage to be selected by the Bidder.</p> <p><b>Question 2:</b> We kindly request to change the terms of the linkage as follows: For the construction of the system we request 50% linked to the rate of the Euro or the US dollar according to the supplier's request and 50% linked to the consumer price. For Services supplied, 100% linkage to the CPI.</p> <p><b>Answer:</b> The terms of the linkage shall be as follows: The exchange rate for the purpose of the Agreement is an exchange rate composed of: forty percent (40%) of the Israel consumer price index; thirty percent (30%) of the representative exchange rate of the USA dollar; and thirty (30%) of the representative exchange rate of the Euro. See also Vol B 16.6.2.</p>

<p>8.</p>	<p>Volume A Appendix 5</p>	<p><b>Question:</b> We request that Appendix 5 be amended by deleting the words: "<i>and applicable law</i>" in the last paragraph. This will allow local attorneys to sign such Appendix on behalf of the foreign entities.</p> <p><b>Answer:</b> The Section shall remain unchanged. However, we will accept multiple attorney statements for each of the JV members enabling local attorneys to approve applicable members according to their jurisdiction.</p>
<p>9.</p>	<p>Volume A Appendixes 1 – 15  Volume C2, Segments 1-4</p>	<p><b>Question:</b> In order to be able to submit the commercial, technical and price proposal in an easy way, can you please provide the following document as Word or Excel files – so we can feed all the information by typing.</p> <p>a. Appendixes 1 – 15 in Volume A- As Words files b. Schedule price Segments 1-4 in Volume C2 – As Excel</p> <p><b>Answer:</b> Request Denied.</p>
<p>10.</p>	<p>Volume A "Tender conditions and instructions" – Paragraph 3.2.1</p>	<p><b>Question:</b> Document "Tender conditions and instructions" – Paragraph 3.2.1 request that in a JV bid, the member holding at least 51% of the JV, shall be (3.2.1.1) the owner of all rights, including all intellectual properties rights (IP) in the central software it is proposed, and (3.2.1.2) It is the owner of all rights, including all intellectual properties rights (IP) in at least one central software which is identical to the central software it is proposed in the bid.</p> <p>a. Is it possible that the owner of the Central Software will hold a small portion of the JV and will not be the leading party? b. Is it possible that the owner of the Central Software (that meets all requirements set in 3.2.2) will act only as Subcontractor to an Israeli company that meets the requirements set in 3.2.3, 3.2.4?</p> <p><b>Answer:</b> Please see answer to question 3 above.</p>
<p>11.</p>	<p>Volume A – Section 3.2.2.5</p>	<p><b>Question:</b> If the JV Bidder as defined in paragraph 2, VolumeA, forms a company, duly registered in Israel, in order to execute the Agreement, and each party of the JV Company meets the ownership requirements (e.g., Foreign Partner 51%, Israel Partner 49%), and both owners of the Company jointly sign the Agreement and documents, will the bid by this Company be compliant as a bidder? We ask because 3.2.2.5 is not clear in regard to "Related Entity"?</p> <p><b>Answer:</b> Section 2.1 stipulates eligibility to submit the Tender Proposal. Section 2.1.2 stipulates the instructions regarding Joint Venture of entities ("JV Bidder"). Section 2.2 stipulates the instructions for a JV Bidder. This section stipulates, among others, that all members of the JV Bidder shall sign the Contract with the Company, under which they become jointly and severally liable vis-à-vis the Company, for all obligations of the Bidder under the Contract. Therefore, according to this Section a bid cannot be submitted by a "JV Company" as mentioned in the question.</p>

		As for Section 3.2.2.5 regarding a JV Bidder, the Section stipulates that all of the requirements set forth in Section 3.2.2.1-3.2.2.4 must be demonstrated by the Member of the Joint Venture itself, even if the requirements stipulated in Section 3.2.1 are demonstrated by a "Related Entity", as defined in Section 3.3.
<b>Questions regarding Volume B – AGREEMENT</b>		
<b>12.</b>	Agreement - Volume B Sections 1.2.18, 1.8.36, 18, 1.2.19 & 1.8.49	<p><b>Question:</b> Kindly provide us Exhibit O [<i>Non-disclosure Agreement</i>] &amp; Exhibit P [<i>Commencement of Work Order Form</i>] at your earliest convenience in order to be able to examine them.</p> <p><b>Answer:</b> Please find attached Exhibit O [<i>Non-disclosure Agreement</i>]. The Commencement of Work Order Form is a standard form of the Company's that announces the winning bidder about his being chosen by the Tender Committee. Therefore, the form shall be attached to the Agreement at a later stage.</p>
<b>13.</b>	Agreement - Volume B – Section 1.4 (Order of Precedence)	<p><b>Question:</b> Please clarify, that with respect to the technical issues, the provisions of the technical volume shall prevail and with respect to the entire Tender Documents the more specific provisions shall prevail.</p> <p><b>Answer:</b> The order of precedence set forth in the Agreement shall apply, according to which the more stringent provisions prevail, the Agreement supersedes the Proposal and in any event the determination shall be at Company's sole discretion.</p>
<b>14.</b>	Agreement - Volume B Section 2.2	<p><b>Question:</b> This clause stands opposite to Clause 2.1 for speedy execution. If there is no approved and assured funding before start of a segment, then is it true that there is no execution of contract and everyone has manpower and financial instruments on hold indefinitely?</p> <p><b>Answer:</b> Optional Project Segments are optional and may be exercised at Company's sole and exclusive discretion.</p>
<b>15.</b>	Agreement - Volume B – Section 2.4 (Schedule and Liquidated Damages)	<p><b>Question 1:</b> Please clarify that notwithstanding anything to the contrary, the aggregate amount of the liquidated damages shall not exceed 8% of the relevant Project Segment consideration (and in any event not more than 8% of the Contract Price).</p> <p><b>Question 2:</b> Additionally, please delete the wording- "without derogating from the right to recover further compensation for the full loss and/or damage", which is not in line with the common practice. The Tender Committee is hereby requested to clarify, in this respect, that the Delay Liquidated Damages and the Delay LDs cap specified in Section 2.4 is final and exhaustive with respect to any delays associated with the execution of the Project.</p> <p><b>Question 3:</b> Please clarify that the liquidated damages shall apply with respect to delays exceeding 14 business days only, for reasons attributable to the Contractor.</p>

		<p><b>Answer:</b> The Section shall remain unchanged. However, we will accept applying liquidated damages following a 7 days prior written notice and shall not apply liquidated damages for reasons solely attributable to Company.</p>
16.	Agreement - Volume B Section 4.4	<p><b>Question:</b> It is specified in the Agreement that there shall be no arbitration and Contractor must obey any Israeli laws and regulations (also those that are amended in future, see Sec 4.4 last sentence), e.g., Israeli Safety Regulations (8.5), Environmental Regulations (8.6) etc. It is clear the Contractor must work according to the laws, but why is there no recourse for arbitration in event of dispute?</p> <p><b>Answer:</b> The Section shall remain unchanged.</p>
17.	Agreement - Volume B Section 4.9 & 14	<p><b>Question 1:</b> It should be clear that not every third party could or should be integrated and in such case, we should have the option to refuse such new equipment if it is technically not advisable or even impossible or commercially unreasonable to integrate. In case the Company insists on new equipment that we have refused, all warranty obligations shall terminate and we will not be held liable for any problem within the system. We request that you amend these articles accordingly.</p> <p><b>Question 2:</b> "Open System Architecture". This clause is not a definition for Open System Architecture, but an idea for interoperability with other third party equipment and services not included in the proposed implementation. This clause is overly simplified. Interoperability will require the Contractor to prepare an Interface Design Specification, and perform some level of integration to validate the interface and assure full operational requirements are met. It is also possible, in some cases, special driver software may need to be developed. Please clarify how new interfaces, features or developments will be proposed, costed, specified, approved and budgeted.</p> <p><b>Answer:</b> The Section shall remain unchanged. These Sections were included in the Agreement pursuant to Government authority requirements which we assume will be implemented on a reasonable basis. The Consideration shall be paid in accordance with Section 16 of the Agreement. Accordingly, if deemed as part the Optional Project Segment the Consideration shall be as set forth in Exhibit K (e.g. see Annex L 3.6.4 of Volume C2 of the Tender).</p>
18.	Agreement - Volume B – Section 7	<p><b>Question:</b> The Tender Committee is hereby requested to clarify that the Company's approval for engaging third parties shall be as main Subcontractors only.</p> <p><b>Answer:</b> The Section shall remain unchanged</p>
19.	Agreement - Volume B	<p><b>Question:</b> "Obtaining of permits, approvals etc. are the sole obligation of Contractor". If the Contractor is only installing equipment on Ayalon Highway Right Of Way, and any wireless communications</p>

	Section 8.1.3, 4.6	<p>device pre-certified and all electrical connections to IEC are completed, what is the relevance of this clause except to be approved by Communications and Defense IF we use radar?</p> <p><b>Answer:</b> The Section shall remain unchanged.</p>
20.	Agreement - Volume B Section 8.2.1	<p><b>Question:</b> "Contractor declares that he has fully inspected the infrastructure of all sites, has full knowledge of any electrically lines, water pipes etc". How can the Contractor make such a declaration upon signing the Agreement? The tender documents do not include any inspections reports for installed infrastructure as part of an AS-MADE drawing package (DWG format) for highway, infrastructure, gantries, and other road furniture, This clause requires clarification, otherwise Contractor risk is not bounded and the tender price proposed cannot be valid.</p> <p><b>Answer:</b> The Section shall remain unchanged. The inspections should be in the context of the Works/Contractor's responsibility. Please see Chapter 11 of the SOW (Volume C1-2), according to which the Contractor shall be responsible for all works for connecting equipment to the Main Duct including, without limitation, infrastructure and cabling.</p>
21.	Agreement - Volume B – Section 8.8 (Suspension of Works).	<p><b>Question:</b> The Tender Committee is hereby requested to clarify the following:</p> <ol style="list-style-type: none"> <li>1. The remedy provided shall be the entire direct costs associated with the suspension.</li> <li>2. The events of suspension must be limited to reasonable events beyond the control of the Company.</li> <li>3. The wording "to the extent pre-approved by Company in writing" should be deleted.</li> </ol> <p><b>Answer:</b> This Section shall remain unchanged as it reflects the standard terms of the Company.</p>
22.	Agreement - Volume B – Section 8.12 (Works Damage Liability)	<p><b>Question:</b> Please clarify, that this clause should be deleted or limited to an event where the Contractor has failed to comply with its obligations for a substantial period as of the Company's respective written notification (of at least 120 days) for reasons attributable to the Contractor.</p> <p><b>Answer:</b> We shall clarify, in respect of Section 8.12.8 of the Agreement, that Contractor shall not be liable for Damages attributable solely and in their entirety to Company. Other than that, the Section shall remain unchanged.</p>
23.	Agreement - Volume B – Section 9 (Acceptance)	<p><b>Question:</b></p> <ol style="list-style-type: none"> <li>1. The Tender Committee is requested to clarify that for the purposes of Section 9.2 the following shall apply: The results of the Acceptance Test shall be determined by the Company. The Company shall issue an Acceptance Test Certificate in respect of the relevant Milestone no later than fourteen (14) days as of the notification of completion of the relevant Milestone by the Contractor.</li> </ol>

		<p>Without derogating from the generality of the above, the Tender Committee is hereby requested to clarify that the Acceptance of System shall be conducted in close proximity to the supply and installation thereof and the Warranty Period thereof shall commence accordingly (regardless of any additional elements to be integrated therein at a later stage (which are subject to a separate Warranty Period as per Section 10 of the Agreement.)</p> <p>2. The Tender Committee is hereby requested to delete the provisions of Section 9.4 of the Agreement, with respect to the "Final Post Warranty Acceptance".</p>
		<p><b>Answer:</b> The Section shall remain unchanged. Please see also Chapter 3.9 of the SOW (Volume C1-2).</p>
24.	Agreement - Volume B – Section 10 (Compliance Warranties)	<p><b>Question:</b></p> <ol style="list-style-type: none"> <li>1. Please clarify, that the provisions of Section 10.10 are subject to the provisions of Section 20 (Limitations of Liability) of the Agreement.</li> <li>2. The Tender Committee is hereby requested to delete the provisions of Section 10.11 of the Agreement.</li> <li>3. Additionally, please clarify, that the rectification of any defects associated with the Works shall be performed at the Contractor's professional discretion.</li> </ol>
		<p><b>Answer:</b> See revised Section 20.1 to the Agreement.</p>
25.	Agreement - Volume B Section 10.5	<p><b>Question:</b> "Execution by substitution is actual cost plus 12.5%". This clause is not applicable for an electronic system during the warranty period. By definition, the system has been approved during the installation tests and all that is taking place are bug fixes and defect (if any) repairs. Why is this clause included?</p>
		<p><b>Answer:</b> The Section shall remain unchanged.</p>
26.	Agreement - Volume B Section 14.1, 14.2 & 14.3	<p><b>Question:</b> We request to amend the whole Clause, taking into consideration the following matters:</p> <ol style="list-style-type: none"> <li>1. The license should be strictly limited to the Project for the Company's operation only, and no copies of the Software for any other purpose shall be allowed.</li> <li>2. The license must not be transferrable or sublicensable. The only exemption could be when transferring the Project to another state authority for the operation of the System, and in such case the license is strictly limited to the use of the software for the Project.</li> <li>3. The license must not include the right to change or modify the software. In the event of any change or amendment, our warranty obligations and/or any liabilities immediately shall terminate and we shall no longer be liable or responsible for any failure in the system or any problems which might occur out of such change or amendment. Nonetheless, we will be willing to help fix any failure in consideration for an agreed payment.</li> </ol>



		<p>Kindly amend the Article accordingly.</p> <p><b>Answer:</b> The Section shall remain unchanged. The Project includes cooperation with third parties. Please note the following:</p> <ol style="list-style-type: none"> <li>1. The license (including when granted to third parties) as detailed in Section 14.1 of the Agreement is strictly limited to the purpose of the Project and/or the Company.</li> <li>2. Without derogating from the scope of the license (and list of licensees) as detailed in Section 14.1 of the Agreement the licensees may transfer their rights in the event of assignment of the Agreement (in whole or in part).</li> <li>3. Changes to the Software shall be permitted, however, only upon a Release Event, access to the Source Code shall be permitted.</li> </ol>
27.	Agreement - Volume B Section 14.4	<p><b>Question:</b> We request that only Software owned by Contractor shall be deposited into escrow and not third party software. In case of a Release Event, the right to use the Source Code shall be strictly limited to the Project and the operation of the System. Under no circumstances shall the Source Code be transferred and/or disclosed to any third party. Kindly amend the Article accordingly.</p> <p><b>Answer:</b> It is clarified that Company will consider excluding from the Source Code escrow deposit - immaterial third party off-the-shelf software pre-approved in writing by Company at its discretion. In addition, we wish to draw attention to the wording in Section 14.4 of the Agreement whereby transferability and sublicense of the Source Code shall be limited to Contractors acting on behalf of Company. We expect bidders to provide a list of third party off the shelf software in their proposals.</p>
28.	Agreement - Volume B – Section 15 (Changes and Supplements)	<p><b>Question:</b></p> <ol style="list-style-type: none"> <li>1. Please note, that the wording regarding the consideration for a change order "on a pro-rated basis" should be clarified (i.e. should in such case the pricing be conducted according to a bill of quantities to be incorporated in the bid submission).</li> <li>2. The Contractor shall be entitled to submit a Change Order request, and the respective provisions of Section 15 of the Agreement shall apply mutatis mutandis.</li> </ol> <p><b>Answer:</b></p> <ol style="list-style-type: none"> <li>1. The “pro-rated” basis shall be applied to both quantity and pricing.</li> <li>2. Change Requests may be submitted by Company at its discretion.</li> </ol>
29.	Agreement - Volume B – Section 16 (Pricing and	<p><b>Question:</b></p> <ol style="list-style-type: none"> <li>1. The Tender Committee should be requested to clarify the payment terms. In particular, it should be clarified whether the bills of quantities referred to in the tender documents should be attached as an appendix to the Agreement and constitute an integral part thereof.</li> </ol>

	Terms of Payment)	<ol style="list-style-type: none"> <li>2. Exhibit K- the format of Exhibit K should be attached.</li> <li>3. Please note, that the provisions of Section 16.5.3 appear to be unclear. The Tender Committee is hereby requested to replace Section 16.5.3 of the Agreement by the following (in line with the common practice in similar projects) Payments by the Company shall be due, within sixty (60) days as of the Receipt by the Company of the invoice submitted by the Contractor with respect to the respective payment milestone"</li> <li>4. The provisions of Section 16.5.1. with respect to the terms of delivery appear to be inapplicable (and redundant) in this type of Agreement and should be removed. In any event, please clarify that the transfer of title should be subject to the execution of the respective payment .</li> <li>5. Section 16.6. Please clarify that any linkage to the exchange rate (or any other adjustment provided for in the Tender Documents) shall refer to an increase in the respective exchange rate (or index) only, i.e. in the event of decrease, the base rate shall be deemed as the base rate on the date of such payment, for the purposes of each respective payment.</li> </ol> <p><b>Answer:</b></p> <ol style="list-style-type: none"> <li>1. Yes, subject to complying with the predetermined quantities, all as set forth in Annex L. The Company reserves the right to vary such predetermined quantities at its discretion, in which case the Company shall update the Turnkey Project Consideration set forth in Section 16.1 of the Agreement accordingly. The quantities may vary in respect of Optional Product Segments.</li> <li>2. Exhibit K is based on the table set forth in Annex L of the SOW and Chapter 10 of the SOW.</li> <li>3. The payment terms shall remain unchanged.</li> <li>4. The Section shall remain unchanged.</li> <li>5. The Section shall remain unchanged.</li> </ol>
30.	Agreement - Volume B Section 16.5.3	<p><b>Question:</b> "Payment conditions: Payment terms are 150 days after receipt of invoice". Why is the payment from invoice not a maximum of 90 days, if funding for project is approved? Does this mean that Company cannot speedily approve and pay invoices during the course of the project?</p> <p><b>Answer:</b> Please note the full payment terms set forth in Section 16.5.3 of the Agreement (90 days after applicable due date subject to invoice and Acceptance is generally applied. 150 days applies in respect to the final Acceptance).</p>
31.	Agreement - Volume B	<p><b>Question:</b> Much of the equipment and services are sourced from Europe or the US, and the tender instructions (VolumeB, 16.6.1) imply an exchange rate to be used for the bid as the same day as the bid is due;</p>

	Section 16.6	<ol style="list-style-type: none"> <li>1. Is it correct the Contractor submits a bid on 20 Jan, using the rate from 20 Jan?</li> <li>2. Should you not define a different date for conversion to Shekels for the tender financials?</li> <li>3. For execution of the Contract, would it not be simpler to accept pricing in Dollars or Euro and make the conversion at date of invoice?</li> <li>4. Why do you specify the average of both currencies when conversion is only for one?</li> </ol> <p><b>Answer:</b> The last exchange rate known on the last date determined for submission of the tender's proposal and the last exchange rate known on the date of issuance of invoice.</p> <ol style="list-style-type: none"> <li>1. No. Please see a above.</li> <li>2. The Section shall remain unchanged.</li> <li>3. The Section shall remain unchanged.</li> </ol> <p>For more changes please see answer to question 7 above.</p>
32.	Agreement - Volume B – Section 17 - Guarantees	<p><b>Question:</b> Please clarify that the Performance Guarantees should be reduced along with the progress in the construction works and shall not exceed 5% of the Contract Price through the Warranty Period. Please clarify that the Maintenance Guarantee should be reduced to an amount of up to 5% of the Support Fees, and shall be provided upon the completion of the Warranty Period.</p> <p><b>Answer:</b> See revised Section 17.1 of the Agreement.</p>
33.	Agreement - Volume B Section 17.1	<p><b>Question:</b> For a project of this size, why not simply take a retainer of 10% on each invoice, why are these bonds required? The Company is already holding back 10% until completion of warranty, according to proposed payment milestones.</p> <p><b>Answer:</b> See revised Section 17.1 of the Agreement.</p>
34.	Agreement – Volume B Section 19 and Sec 20	<p><b>Question:</b> "No Limitation of Liability, Full Indemnification of Customer for any liability, Consequential Loss or Damage not excluded". These clauses are a potential burden for a JV with foreign partners. Unlimited liability and indemnification with a JV has significant risk and financial implications. Why are these clauses so one-sided and broad and why are they needed here?</p> <p><b>Answer:</b> Please see answer to question 24 above.</p>
35.	Agreement - Volume B – Section 20 Limitations of	<p><b>Question:</b> Please clarify, that the Contractor shall be included in the definition of the "Indemnified Parties" under Section 19 of the Agreement, and that the provisions of Section 20 and the limitations specified therein should apply to the Contractor's liability only under the Agreement. Please note, in this respect, that an unlimited liability of the Contractor with a limitation of liability to the Company is absolutely unacceptable. Additionally, please clarify that the Contractor shall not be held responsible</p>

	Liability	<p>for any acts or omissions of third parties (Subcontractors) engaged directly by the Company.</p> <p><b>Answer:</b> The Section shall remain unchanged. Please note that Section 19.1 (iv) relates to acts and omissions of Contractor, its Personnel and Subcontractors, which terms are defined terms in the Agreement (and do not include Company and its subcontractors). Please see also answer to question 24 above.</p>
36.	Agreement - Volume B – Section 21 (Insurance)	<p><b>Question:</b> Section 21.1 of the Agreement should make a clear distinction between the insurance policies to be provided according to the different phases of the Project. Additionally, the Tender Committee is hereby requested to incorporate the adjustments detailed in Appendix A hereto.</p> <p><b>Answer:</b> The Section shall remain unchanged. Exhibit M will remain unchanged.</p>
37.	Agreement - Volume B – Section 23 (Term and Termination)	<p><b>Question:</b></p> <ol style="list-style-type: none"> <li>Please note, that the Contractor shall be granted a right to terminate the Agreement and/or suspend the works, inter alia, in the event of a continuous unjustified suspension or interruption to the works or in the event of a continuous failure of the Company to pay the Contract Price.</li> <li>The Tender Committee is requested to remove the provisions providing that the Contractor shall continue to provide Support Services to Company, at Company's request, at the rates set forth in this Agreement (on a pro-rated basis) for a minimum of five (5) years after termination or expiration or alternatively provide that such provision may apply subject to the Contractor's approval upon termination/expiration of the Agreement.</li> <li>Section 23.2.2. (Termination due to Change of Control above 20%)- should be removed.</li> </ol> <p><b>Answer:</b></p> <ol style="list-style-type: none"> <li>The Section shall remain unchanged.</li> <li>The post termination Support Services period set forth in Section 23.4 shall be reduced to thirty (30) months.</li> <li>The Section shall remain unchanged.</li> </ol>
38.	Agreement - Volume B Section 23.2.3	<p><b>Question:</b> We request that only in the event of a material breach of contract in clauses which are deemed as essential, followed by a 30 days curing period and subject to the fulfillment of the Company's obligations, will the Company have the right to terminate the Contract. Kindly amend the Article accordingly.</p> <p><b>Answer:</b> Please see Section 23.2.3 <u>Default</u>. Company may terminate this Agreement effective upon written notice to the Contractor if the Contractor materially (add to agreement) violates any covenant, Agreement, representation or warranty contained in this Agreement or materially defaults or fails to perform any of its obligations or Agreements hereunder, which violation, default or failure is not cured</p>

		within thirty (30) days after notice thereof from Company stating its intention to terminate this Agreement by reason thereof.
39.	Agreement - Volume B Section 23.3	<p><b>Question 1:</b> We kindly request deleting the clause in its entirety. Alternatively we request that the Company's right be limited in time and be subject to the full payment of the consideration for all the Works and Services provided by the JV up until that point together with reasonable derivative costs. Kindly amend the Article accordingly.</p> <p><b>Question 2:</b> "Customer is entitled to termination for convenience, Contractor may only claim compensation for completed milestones". This clause is too vague and puts an unfair burden on Contractor. Will Company clarify and add specific conditions when this clause might be executed so Contractor can quantify financial and schedule risk and items that have been invoiced according to long lead items and other work in progress from approved milestones?</p> <p><b>Answer:</b> The Section shall remain unchanged; however, Company shall amend the Section so that Company may terminate for convenience only upon prior written notice of 60 days which will enable Contractors to mitigate their damages. See revised Section 23.3 to the Agreement.</p>
40.	Agreement - Volume B Section 23.4	<p><b>Question:</b> We request that the following Sections shall not survive termination or expiration of the Agreement: 2.2 Optional Project Segments 2.3 Compliance 2.4 Schedule and Liquidated Damages 3.4-3.7 Preliminary and Detailed Documentation 4 Contractor's Representations and Warranties 6 Contractor's Representatives 7 Subcontractors 8 Works 10 Compliance Warranties. In case of termination for convenience (if not deleted) the licenses granted to Company shall terminate and Contractor shall not be obliged to provide any Support Services to Company. Kindly amend the Article accordingly.</p> <p><b>Answer:</b> Request Denied. However, it is hereby clarified that any additional exercise of Optional Project Segments by the Company may not be made after termination of the Agreement in its entirety. See also revised Section 23.4 to the Agreement, question 37 above.</p>
41.	Agreement -	<b>Question:</b> The Tender Committee is hereby requested to clarify that in the event of a suspending or

	Volume B – Section 25 (Force Majeure)	<p>termination event of Force Majeure the Contractor shall be entitled in addition to any other remedy available thereto under the Agreement, to indemnification for any direct costs incurred thereby and an extension of the schedule.</p> <p><b>Answer:</b> The Force Majeure Section shall remain unchanged. An extension to the schedule shall be considered by the Company according to the circumstances.</p>
42.		<p><b>Question:</b> Who are the people who will review the bids and determine the ratings?</p> <p><b>Answer:</b> A subcommittee appointed by the Tender Committee</p>
43.	Agreement - Volume B – Unknown Infrastructure and Findings	<p><b>Question:</b> The Tender Committee is hereby requested to clarify that upon detection of unknown infrastructure and/or findings (including, but not limited to, antiquities) in the course of works performed by the Contractor or any third party on Site and the surroundings thereof which could not be reasonably detected prior to commencement of the respective works ("Unknown Infrastructure") which may cause delays to the Project, the Contractor will be entitled to a respective adjustment of the time schedule and reimbursement for the direct costs incurred by the Contractor in connection with the Unknown Infrastructure.</p> <p><b>Answer:</b> The Section shall remain unchanged. See Section 8.2.1 of the Agreement.</p>
44.	Agreement - Volume B – Change in Professional Codes, Standards and Regulations	<p><b>Question:</b> The Tender Committee is hereby requested to clarify, that in the event that any change in the respective codes, professional standards and regulations has an adverse effect on the execution of the Contractor's obligations, the Contractor shall be entitled to an extension of the time schedule and reimbursement for the direct costs associated with the implementation of such change.</p> <p><b>Answer:</b> The Section shall remain unchanged. See Section 1.4 of the Agreement.</p>
45.	Agreement - Volume B – Notice to Proceed	<p><b>Question:</b> The Tender Committee is hereby to clarify when the performance of the Contractor's obligations under the Agreement shall commence.</p> <p><b>Answer:</b> Commencement of Works is according to the Commencement of Works Orders issued by Company.</p>
46.	Agreement - Volume B –	<p><b>Question:</b> Please clarify that the implementation of the "Optional Project Segments should be limited to a period of 2 years (whereas the provision enabling the Company to implement such at any time according to the Agreement appears to be unreasonable).</p>

	Optional Project Segments.	<b>Answer:</b> The Agreement shall remain unchanged in this respect.
<b>Questions regarding additional Volumes</b>		
47.	Project Segment 1 - Section 1.2.1-Central TSCS service software  Section 1.5.1. TSCS at The Tel-Aviv Metropolitan Control Center (TAMCC)	<b>Question:</b> Will the servers shift to another place once they are up and running? How should we handle this? Do we have to built up a TSCS in parallel and then do the switch to the new location?
		<b>Answer:</b> The manner in which the System shall be transferred to the TAMCC has not yet been finalized. Please note that in the case it will be decided to set up a system at TAMCC in parallel to the one at the Company, then all software for the second identical TSCS shall be deemed at included in Project segment 1. No additional payment shall be made to the Contractor for central software installed at the TAMCC( VolumeC2 – 1.2.1). New Hardware for the TAMACC shall be purchased by the Company (VolumeC2 – 3.7.6).
48.	Volume C1-2, Section 2.5.1-4	<b>Question:</b> The Section defines power requirements for low voltage not bundled with high Voltage. Does this separation include ducts and MHs in the shoulder supplied by the Company? It is not clear how to be compliant for electrical and other services (LV, comm, etc.).
		<b>Answer:</b> Manholes are combined for electricity and communications. Main infrastructure includes 8 pipes. It is possible to route low voltage in a separate pipe.
49.	Volume C1-2, Section 2.5.2-3	<b>Question:</b> Specification of test approval at 3 weeks is not reasonable to meet other “speedy performance” requirements. This could cause unreasonable delays. There is no remedy specified. Could you please comment why it might take so long, if witness can sign off a test immediately?
		<b>Answer:</b> The Section shall remain unchanged. Company shall comment on, approve or reject ,within a maximum of three weeks.
50.	Volume c1-2 - sow & requirement specification., page 79, Chapter 4.1.5.	<b>Question:</b> This chapter states: "The server shall be firewall protected for all interfaces with internet or other agencies". 1. Will the internet interface be an intranet or a public service? 2. Please specify what are these "other agencies"?
		<b>Answer:</b> 1. This interface is required for web hosting services that may reside within the Company or outside

		<p>the Company premises in an external hosting company using dedicated or public service interconnection to the TSCS. This firewall protection is required to comply with all types of interconnections either to web hosting services or other agencies outside the Company.</p> <p>2. "other agencies" means all agencies residing outside Company offices premises.</p>
51.	Volume C1-2 - sow & requirement specification, page 79, Chapter 4.1.9.1.	<p><b>Question:</b> The sow &amp; requirement specification specifies servers with 1U housing. Is 2U acceptable?</p> <p><b>Answer:</b> The contractor is required to supply state-of-the-art equipment as detailed in Chapter "4.1.9.1.- TSCS servers".</p>
52.	Volume C1-2 - Sow & Requirement Specification.pdf, page 79, Chapter 4.1.9.1.	<p><b>Question:</b></p> <ol style="list-style-type: none"> <li>1. This chapter specifies servers with Windows server (Last Enterprise version). The chapter "4.1 Structure of the system" specifies a virtualized system with VMWARE or HYPER-V. We understand that, under Hyper-V, and using a Windows DataCenter, this Windows server license is not necessary to supply. Please confirm.</li> <li>2. This chapter specifies "DDR4 Smart Memory". How much GB of memory?</li> </ol> <p><b>Answer:</b></p> <ol style="list-style-type: none"> <li>1. The implementation of virtualized system using VMWARE or HYPER-V does not imply in any way the waiver of the requirements regarding Windows server (Last Enterprise version) licenses or any other licenses required to be supplied by the contractor for implementing the complete TSCS system and servers.</li> <li>2. The size of DDR4 Smart Memory shall be as required to fulfill all requirements specified in VolumeC1-2 with sufficient spare capacity for future expansion.</li> </ol>
53.	Volume C1-2 - Sow & Requirement Specification, page 81, Chapter 4.1.9.3	<p><b>Question:</b> The document specifies SQL Enterprise or Oracle Enterprise. It PostGreSQL acceptable?</p> <p><b>Answer:</b> The Company will be willing to approve the use of PostGreSQL subject to the contractor providing necessary proof to be approved by the Company that the features of PostGreSQL required for the TSCS are identical or better than the features of SQL Enterprise or Oracle Enterprise database COTS packages, and that the use of PostGreSQL shall result in improved performances in comparison.</p>
54.	Volume C1-2 - Sow & Requirement Specification,	<p><b>Question:</b></p> <ol style="list-style-type: none"> <li>1. Must these devices be desktop or rack form factor?</li> <li>2. Do the monitors have to be of the same brand as the computer (IBM, HP or DELL)?</li> <li>3. Must the bid include the workstations devices for "15 Remote or Local Read -Only Users"?</li> </ol>



	page 84, Chapter 4.1.9.6	<p><b>Answer:</b></p> <ol style="list-style-type: none"> <li>The devices to be supplied by the Contractor shall be in a rack mounted housing.</li> <li>The monitors for each workstation shall be of the same brand as the workstation.</li> <li>The bid shall include workstations as required in Volume C2 (Annex L, Schedule of Prices, item 1.1.2).</li> </ol>
55.	Volume C1-2 - Sow & Requirement Specification, page 84, Chapter 4.1.11.1.1	<p><b>Question:</b> Is 42U or 45U high acceptable?</p>
		<p><b>Answer:</b> 42U is acceptable. 45U is not acceptable.</p>
56.		<p><b>Question:</b> At 503S NB, drawing GIL-ALL-S-2500-B shows 3 LCS on gantry, but highway plan and drawing AH023 shows only 2 lanes. Which is correct?</p>
		<p><b>Answer:</b> The number of LCS signs on this gantry shall be reviewed at a later stage (PDR). The Contractor's proposal shall be in accordance with the Schedule of Prices &amp; Method of Measurement (Annex L, Volume C2).</p>
57.		<p><b>Question:</b> Drawing GIL-ALL-N-2500-B defines gantry with LCS at 102S, but drawing points to 102N. Which is correct?</p>
		<p><b>Answer:</b> This is a mistake in description in the drawing. The gantry in the NB is located at N102 + 0.82 as marked and as appears also in the table in Annex J, Volume C1-2. Please note that there is also a gantry in the SB at 102S (+17.85).</p>
58.		<p><b>Question:</b> VPS + Gantry with Fixed Signs- Dwg GIL-ALL-N-2500-B location shows 147N+18 but points to 175N. Which is correct?</p>
		<p><b>Answer:</b> This is a mistake in description in the drawing. The gantry is located at N174 + 18 as marked and as appears also in the table in Annex J, Volume C1-2.</p>
59.	Volume C1-2, Section 4.2.7.3	<p><b>Question:</b> What are the bandwidth specifications for the video? Does it meet the utilization requirement in paragraph 4? If not, will Contractor be required to reconfigure the AS video communications?</p>
		<p><b>Answer:</b></p> <ol style="list-style-type: none"> <li>The video bandwidth will meet the H.264 STD and will be 4Mbps or double (8Mbps).</li> <li>Yes it does meet the utilization requirement in paragraph 4.</li> </ol>

		3. Contractor will ensure that the communication network provides sufficient bandwidth for all TSCS sub-systems as mentioned in section 4.2.7.3.
60.		<b>Question:</b> Cross Section identification is different between AS and AC and AN. Does the Company plan to integrate IDs into a single uniform system (e.g., KM post)? If so, to start for Segment 1?
		<b>Answer:</b> The Company intends to implement a uniform ID system for the whole road. The new ID system is intended to be implemented in Segment 1.
61.	Volume C1-2, Section 4.1-13	<b>Question:</b> If Contractor employs support staff for the purpose, is this acceptable? Rather than a third party?
		<b>Answer:</b> It is acceptable subject to the employee having the appropriate documents and the third party's approval to do the work and subject to the approval of the Company.
62.	Volume C1-2, Section 4.4.1 EMM	<b>Question:</b> This requirement is not clear. If the system is to be fully integrated, with a common database, why the separation?
		<b>Answer:</b> This is the requirement.
63.	Volume C1-2, Section 4.1.9.7	<b>Question:</b> Where is the specification and details of the UPS at the TCC?
		<b>Answer:</b> The UPS at the TCC is Gamatronic, model 511143 40KVA.
64.	Volume C1-2, Section 4.1.11.1.1	<b>Question:</b> How many racks specified can be installed in the computer room?
		<b>Answer:</b> The number of racks shall be according to the Contractor design and the room availability as shown at the bidders meeting.
65.	Volume C1-2, 4.1.11.4	<b>Question:</b> What is the purpose of the KVM, if this is not required by the proposed system?
		<b>Answer:</b> The purpose of the KVM is to enable monitoring and controlling multiple servers hosted in the same cabinet rack. If the proposed system shall not host more than one server in the cabinet rack and subject to the Company's approval, the contractor shall not be obliged to apply a KVM.
66.	Volume C1-2, Section 4.2.5 and 4.2.10.3	<b>Question:</b> Is this the required Company Network design, or just an example? What if the number of nodes in the Contractor design does not require 3 rings? When the AS network connects to the AC network, are there sufficient fibers and tubes in the cables to permit this topology? No information is provided concerning the fiber assignments and dark fiber availability in the AC cable. When will this AS MADE information be supplied to the bidder so as to permit costing of communications changes for Segment 3?

		<p><b>Answer:</b></p> <ol style="list-style-type: none"> <li>1. The network design intends to achieve maximum availability. Every third Field Roadside Switch should be connected to the same loop of fiber optics pair.</li> <li>2. Six dark fiber optics are allocated in the main cable along Ayalon South (3 pairs) and available for the active network.</li> <li>3. For costing purposes for Segment 3, the bidders should base their proposal on their design of sites in Ayalon South.</li> </ol>
67.	Volume C1-2, Section 4.2.10.2	<p><b>Question:</b> Is there a C2C interface specification to which Contractor can adapt our existing C2C interface? The information in the tender only defines top level information exchange but not contents of XML. These questions relate to general information defined in VolumeC1-2, paragraph 6.</p> <p><b>Answer:</b> Paragraph 6 of Section 4.2.10.2 refers to the communication network specifications for servicing the C2C interfaces. C2C general protocol and software specifications for interfaces with Netivey Israel (Israel Highway Company) traffic control system (NTMS) is given in detail in chapter 6.2 of VolumeC1-2. Detailed contents of XML and all other C2C interfaces specifications shall be developed by the Contractor with the assistance of the Company and other agencies during the detailed design stage.</p>
68.	Volume C1-2, Section 4.2.14.1.2	<p><b>Question:</b> MUX drawing shows 9 tubes for AS cable. Why is the cable specified with only 8 tubes? Is the mainline cable specification correct? If no, then we need a correct specification.</p> <p><b>Answer:</b> There is a mistake in section 4.2.14.1.2. The AS cable has 9 tubes. Three pairs of fibers (6 fiber optic) are assigned for the active communication infrastructure on Ayalon South.</p>
69.	Volume C1-2, Section 4.2.3-E, 5.1.3-B	<p><b>Question:</b> Where is the specification for the “Vigilant” CCTV system to which we much interface? How will we be assured of necessary support from this third party supplier? Who is responsible when a failure occurs and the third party declares that the Contractor caused the failure? How does the Company intend to resolve conflict and not penalize Contractor to respond to a failure in the required amount of time?</p> <p><b>Answer:</b> SDK &amp; API will be provided, according to VolumeC1-2, 6.9.</p>
70.	Volume C1-2-SOW - Section 4.2.12-Communication Network Management System	<p><b>Question:</b> Does the Contractor have to supply Network Management server (hardware + software), or can the Network Management software be installed on one of the other servers provided by the Contractor.</p> <p><b>Answer:</b> Yes, the Contractor has to supply Network Management server (hardware + software).</p>

71.	Volume C1-2-SOW - Section 4.2.17.1.7 - Backbone Switches	<p><b>Question:</b> Please clarify that the requirement for the backbone is for an outdoor equipment, while the equipment is installed in indoor environment. Can the requirements be altered to reflect indoor use?</p> <p><b>Answer:</b> The backbone will be indoor equipment. Not outdoor.</p>
72.	Volume C1-2-SOW - Section 4.2.17.1.9 - Backbone Switches	<p><b>Question:</b> Please clarify that the use of fan cooling for the switches / power supply, is allowed since the equipment is installed in an air-conditioned room, this will allow installation of modular redundant power supply.</p> <p><b>Answer:</b> The use of fan cooling for the switches / power supply is allowed in backbone installation.</p>
73.	Volume C1-2-SOW - Section 4.2.17.4 - 4.2.17.5- Routers and Firewall	<p><b>Question:</b> Are the redundant units required? Can router + firewall be supplied as an integrated unit of firewall router?</p> <p><b>Answer:</b></p> <ol style="list-style-type: none"> <li>1. The redundant units are required.</li> <li>2. Router + firewall as an integrated unit is not allowed.</li> </ol>
74.	Volume C3 - Bill of Quantities; Payment Schedule (Annex L).	<p><b>Question:</b> Please clarify whether any amounts to be specified by the Bidder in the bill of quantities will constitute lump sum amounts on each sub clause basis or on a chapter basis (e.g. 1.1.1; 1.1.2 etc.) and how that would affect the price proposal evaluation.</p> <p><b>Answer:</b> The Section shall remain unchanged. The details on this issue are explained within the tender documents in detail.</p>
75.	Volume C3 - Bill of Quantities; Payment Schedule (Annex L).	<p><b>Question:</b> Please note, that the payment schedule stipulated in Volume C3 (Annex L) does not detail all the payment milestones pertaining to the works other than the milestones relating to the System. The Tender Committee is hereby requested to detail the rest of the payment milestones pertaining to the works which are not detailed in Annex L as aforementioned.</p> <p><b>Answer:</b> According to Volume C1-2, 10.1 &amp; Volume C2, 1.10.</p>
76.	Volume C1-2, Section 5.1-4	<p><b>Question:</b> This requirement is vague as there are no descriptions of functionality or deficiencies described.</p> <p><b>Answer:</b> The Contractor is required to fulfill all requirements set forth in the SOW.</p>
77.	Volume C1-2,	<p><b>Question:</b> If detection sites must be moved due to installation requirements, and the system is able to compensate for distance between detection sites, what is the permissible change of location?</p>

	Section 5.2.1	<p><b>Answer:</b> The detection Sites should be as set forth in the Ayalon South – Traffic Control System – Required Development" plans (Annex K) of Volume C1-2. Any minor deviation from these locations, due to installation requirements, shall be proposed to the Company during detailed design and is subject to Company approval.</p>
78.	Volume C1-2, Section 5.2.5-	<p><b>Question:</b> If the Company requires ALINEA for ramp metering, and the system will meet the ALINEA requirements, why this clause?</p> <p><b>Answer:</b> The Section shall remain unchanged. Ramp Metering is given as an example. Also, please refer to Section 5.12-2; the contractor shall propose the specifics of the ramp metering sub system to be approved by the Company.</p>
79.	Volume C1-2 VDS Detector data on a per vehicle basis	<p><b>Question:</b> The Tender Committee is hereby requested to clarify the following:</p> <ol style="list-style-type: none"> <li>1. Please provide additional functional requirements for devices with respect to storage, overweight, and limits;</li> <li>2. Please clarify whether the limit provided, set at 200 vehicles, is per direction, per lane, per detector or the combination thereof.</li> <li>3. Are detectors required to track per vehicle information lane by lane or by direction only?</li> <li>4. Please advise whether the industry standard vehicle classification based on averages during the polling period will suffice.</li> <li>5. Please advise whether the Company will accept License Plate Recognition for this purpose. If yes, please provide functional requirements for specification.</li> </ol> <p><b>Answer:</b></p> <ol style="list-style-type: none"> <li>1. The functional requirements for the system are as detailed in the SOW and functional requirements specification (VolumeC1-2).</li> <li>2. See chapter 5.2.4 and 5.2.7, See definition of detector site in chapter 5.2.1. The Extended Traffic Data shall be collected per "Detection Site" so it is per lane. The data shall be collected continuously, and stored in the data base, for up to forty separate Detection Sites selected. The limit (a minimum) of 200 refers to the number of last vehicles the Operator shall be able to review in a window adjacent to the lane site.</li> <li>3. Per lane, see answer above.</li> <li>4. The information required in Extended Traffic Data is per vehicle and so averages are not acceptable.</li> <li>5. The system shall independently provide the information and therefore License Plate Recognition is not suitable.</li> </ol>
80.	Volume C1-2 VMS Brightness	<p><b>Question:</b> COTS VMS models have light sensors used to automatically adjust the brightness settings based on ambient light. Please clarify whether such requirement is intended for the optional segments</p>

	Schedule	<p>where older/legacy VMS are maintained and do not include light sensors?</p> <p><b>Answer:</b> All VMS to be implemented within the optional segments shall include light sensors. Within this tender the contractor is not requested to include in the system third party older/legacy VMSs, whether they include or do not include light sensors.</p>
81.	Volume C1-2 Ramp Metering	<p><b>Question:</b></p> <ol style="list-style-type: none"> <li>1. Please clarify whether there is any field equipment being installed to support Ramp Metering?</li> <li>2. How many ramp metering stations are required for Segment 1 and what are their locations?</li> <li>3. Please provide primary performance criteria and specification in order to accurately price in the proposal, including: list of acceptable ramp metering algorithms, parameters for threshold control, and acceptable criteria for ramp storage.</li> </ol> <p><b>Answer:</b></p> <ol style="list-style-type: none"> <li>1. No Ramp Metering field equipment is currently installed or is part of the project at this stage. The requirement is for a Ramp Metering module which is part of the central system and which shall enable implementing Ramp Metering should it be required by Company.</li> <li>2. See answer to question 1 above.</li> <li>3. See chapter 5.12-2, the Contractor shall propose the specifics.</li> </ol>
82.	Volume C1-2 - sow & requirement specification, page 162, Chapter 5.13. Tunnel Management	<p><b>Question:</b></p> <ol style="list-style-type: none"> <li>1. This chapter includes: "Contractor shall design and implement an interface to each Tunnel Management System". Please confirm how many interfaces with TMS we must considerer?</li> <li>2. Must these interfaces be C2C NTCIP based?</li> </ol> <p><b>Answer:</b> During the implementation of Segment 1 only one Tunnel interface is required by the Company. The interface for this tunnel management system is not required to be based on NTCIP C2C interface. Company shall consider for approval the use of OLP or MODBUS interface or any other appropriate interface suggested by Contractor during the design stages.</p>
83.	Volume C1-2 - sow & requirement specification., page 163, Chapter 5.15.	<p><b>Question:</b></p> <ol style="list-style-type: none"> <li>1. Radio stations: How many radio stations must we considerer? What is the protocol for each radio stations? What information must be disseminated?</li> <li>2. Interface to other control centers and emergency services: How many "control centers and emergency services" must we considerer? What is the protocol for each control center and emergency service? What information must be disseminated for each one?</li> <li>3. Internet site:</li> </ol>

		<p>Does the internet site refer to a public WEB portal?</p> <p><b>Answer:</b></p> <ol style="list-style-type: none"> <li>Information dissemination to radio stations in segment 1 of the project shall be implemented through the means detailed in section 5.15-3-F and no special C2C is required for this connection. This does not derogate the requirements for C2C capabilities as described in Volumes C1-2 of the tender (SOW &amp; Requirement Specification) which shall enable C2C connections in the future. The information is described in section 5.15-2 and it shall be sent to as many radio stations as may be required.</li> <li>Information dissemination to emergency services in segment 1 of the project shall be implemented through the means detailed in section 5.15-3-F and no special C2C is required for this connection. This does not derogate the requirements for C2C capabilities as described in volume C1-2 of the tender (SOW &amp; Requirement Specification) which shall enable C2C connections in the future. Segment 1 of the project includes a C2C interface to the control centers of Netaivim (Israel Highway Company) and Tel Aviv Municipality. The details of these connections shall be provided during the design stage. The system shall have C2C capabilities as described in volume C1-2 to enable future connections to other control centers. The information to be disseminated to emergency services and to other control centers is described in section 5.15-2 and it shall be sent to all emergency services and /or control centers as may be required.</li> <li>Yes, we are referring to a public WEB portal.</li> </ol>
<p>84.</p>	<p>Volume C1-2 Section 5.6.1.3 and 6.9</p>	<p><b>Question:</b> The paragraph specifies that the TSCS must interface to an existing “VIGILANT” CCTV system installed and operational on Ayalon South. You do not specify manufacturer or specific model number. Standard systems usually include the surveillance system as an integral part of the traffic management system. What facilities in the CCTV sub-system are there to select a camera and obtain video streams? What limitations might there be when the proposed system interfaces with the CCTV system which disrupt the operation or quality of the video output? What design and interface specifications exist and when can they be submitted to the bidders? From whom do we obtain interface specifications and support?</p> <p><b>Answer:</b> The company name is Vigilant Technology Ltd. SDK &amp; API will be provided, according to Volume C1-2, 6.9.</p>
<p>85.</p>	<p>Volume C1-2, Section 5.6.1.3</p>	<p><b>Question:</b> What happens if third party CCTV subsystem cannot support the requirements? Is there an existing Interface Design Document for the CCTV?</p> <p><b>Answer:</b> The API document will be provided by the Company.</p>

<p>86.</p>	<p>Volume C1-2, Section 11.2-5</p>	<p><b>Question:</b> Why the limitation to the definition of “Main Duct”? Why aren't ducts designated for electrical supply included as a Main Duct? The terms demand the Contractor to test about 30km of ducts on the shoulder of roadway before the PDR, but installation works cannot occur until afterwards. What happens if damage is found after this milestone? Are there final inspection and approval reports for the conduits? If there are no inspection reports, please clarify responsibility for electrical infrastructure, gantry condition, and any costs to repair damages due to workmanship issues. If Company is responsible to repair damages, will Contractor be authorized to quote costs to repair, receive timely approval to do the work and be reimbursed to avoid delays in the schedule?</p> <p><b>Answer:</b> Chapter 11 shall remain unchanged. However it is hereby clarified that with regard to existing fiber optic communication cables (section 11.5-4), AHCo shall bear expenses for fixing or replacing such a cable only if it is proved to AHCo's satisfaction to be non-functioning. The Contractor shall be responsible for all the work for connecting any equipment to the Main Duct, including but not limited to, infrastructure and cabling.</p>
<p>87.</p>	<p>Volume C1-2, Section 11.4</p>	<p><b>Question:</b> The Electrical drawings show 10 FP sites NB and 10 sites SB, all connected to IEC meter. Paragraph 1 and 2 say that there are no electrical connections from FP to CCTV sites on Ayalon South, based on drawings marked “Non Existing”. How are the CCTVs working? Is it more correct to say that that all FP sites are connected to the IEC meter, electrical cable from FP to CCTV is installed, and Contractor is responsible to install electrical cables from designated FP to all remaining VDS and signs shown on the schematic? It is not clear from drawings and information provided which 3 FP sites are not connected? Also, electrical drawings do not show cable type for NB to SB crossovers. If paragraph 4 is valid, please answer following questions:</p> <ol style="list-style-type: none"> <li>1. FP NB 419S shows Meter No. 42840330, but there is no CCTV. Is it connected to IEC?</li> <li>2. FP SB 337S: No IEC meter number on drawing? Is the connection to FP NB 333S and FP cabinet installed? Electrical to VDS at 333S not specified on drawing?</li> <li>3. FP SB 130S: No IEC meter number on drawing? Connected?</li> <li>4. FP NB 122N+5: Confirm if not installed?</li> <li>5. FP SB 177N: LDO @169N SB is not shown on plans. Is it to be connected with LCS at same location?</li> <li>6. FP SB 247N: No IEC meter number on drawing? Connected to NB CCTV?</li> <li>7. FP NB 294N: No IEC meter number on drawing? Confirm FP connected to IEC power.</li> </ol> <p><b>Answer:</b> The electrical Cables required for the TSCS between Wolfson interchange and Kibuts Galuyot interchange do not Exist. However, the FP cabinets and their connection to IEC, in this section do exist. Please see also Chapter 11 and Section 7.1.3.2 regarding 3FP's which are not connected to IEC and are to be completed by Contractor.</p>



88.	Volume C1-2, Chapter 11	<p><b>Question:</b> Are all the cabinet cement foundations in place with conduits to the manholes?</p> <p><b>Answer:</b> Volume C1-2, Chapter 11 shall remain unchanged.</p>
89.	Volume C1-2, Chapter 11	<p><b>Question:</b> Are foundations located at every VDS/LDO, FP and Sign gantry sites? Are they all the same size suitable for 3 cabinets?</p> <p><b>Answer:</b> Volume C1-2, Chapter 11 shall remain unchanged.</p>
90.		<p><b>Question:</b> Will Company verify and declare that Contractor will be able to purchase approved detector equipment direct from Sensys and ISS at same pricing and terms as other bidders, without conflict of interest?</p> <p><b>Answer:</b> The Section shall remain unchanged. Please note that Contractor may propose alternate equivalent technology equipment. This alternate DSU product shall be subject to evaluation and approval procedures as detailed in the tender documents.</p>
91.		<p><b>Question 1:</b> The technical information defines what could be “non-standard practice” for information on map display (e.g., color codes). Will Company consider alternates which are similar but not identical as compliant for the bid?</p> <p><b>Question 2:</b> How will these alternates be viewed as meeting the requirements as they will have a direct relationship to standard software vs. development software as defined in the bid requirements elsewhere?</p> <p><b>Answer 1:</b> The Company will consider for approval alternate types of implementation of information representation over the map display, which are similar in features to the requirements of the tender.</p> <p><b>Answer 2:</b> The Contractor is responsible for any adaptations required in order to meet the specified requirements. As mentioned above, Company shall consider, during the design stage, alternates which are similar to the requirements in order to minimize the adaptations required. It is emphasized that Company shall have the sole discretion regarding the decision and approval of the alternate's similarity to the requirements.</p>
92.		<p><b>Question:</b> Is it possible to receive from Company a data file for all loop data on the Ayalon Center Section, say SB, between Gllilot and Hel Shiron, so that we can verify that the LCS and VMS rules have been implemented correctly for AS during the initial design phase?</p> <p><b>Answer:</b> Company shall provide, during the design stage, information from the existing system, as may be possible, to assist the Contractor in verifying the implementation of LCS and VMS rules. This does not derogate from the Contractors responsibility to implement the rules as defined in volume C1-2.</p>
93.	Volume C1-2 under sub item 3.B, Section	<p><b>Question:</b> In item 7.6.3.2 page 274 Volume C1-2 under sub item 3. B, it is mentioned that that the type of the approved radar manufactured by Image Sensing is RTSCS G4 .We think that there is mistake in the type and it should be RTMSX 300. Please confirm</p>

	7.6.3.2	<b>Answer:</b> It is clarified that the Company approved radar product manufactured by Image Sensing is RTMS G4 and not as written by mistake in the tender document RTSCS G4.
94.		<b>Question:</b> In drawing No. 29.02.12MUX we can see part of the fiber optic, we cannot see the connection of the fiber cable to the central control, please supply the missing information.
		<b>Answer:</b> The fiber cables from closer No. 1 and closer No. 41 continue to Company Control Center.
95.	Chapter 11, item 11.2, page 345	<b>Question:</b> <ol style="list-style-type: none"> <li>1. All the other rest ducts, manholes and concrete bases, which are not Main Duct, (as appears in the drawings mentioned in item 11.2 marked in red color) are under the responsibility of the contractor to fix or replace a non-function element if he is going to use it. We suggest that the Company shall bear the expenses for cleaning fixing or replacing a non-function ducts as in the "Main Ducts" only on the ducts and manholes that the contractor need to use for the installation of his system. The Contractor will be responsible for new ducts and manholes he needs to add for the installation of his system (the new ducts will be connected to the existing ducts).</li> <li>2. We have checked the drawings and we did not find the cross duct between High Way 177N (south band) and 177N (north band). Please advise where is the connection.</li> <li>3. Is the feeding of panel FP294N located north or south to the Hagana bridge</li> </ol>
		<b>Answer:</b> <ol style="list-style-type: none"> <li>1. Chapter 11 shall remain unchanged. Please note that Contractor is responsible to clean/fix/complete all ducts/manholes/concrete bases required for the installation of the system and not to complete all infrastructure which is on the drawings. Please see also question 86 above.</li> <li>2. The connection does not exist, but the FP in Ayalon North and South are connected to an electrical supply.</li> <li>3. South of Hagana bridge.</li> </ol>
96.	Volume C1-2, Section 7.2.4	<b>Question:</b> Are the resolutions (number of pixels) and dimensions of VMS signs in section 7.2.4 final or may the bidder propose a variation?
		<b>Answer:</b> The resolution (no of pixels) of VMS signs in Vol C1-2, section 7.2.4 and the dimensions presented in the layout drawings in this section are a <u>minimum</u> . The bidder may propose to <u>increase</u> the resolution and/or <u>increase</u> the letter height slightly, but any change must fulfill the following rules: Increasing Resolution: <ul style="list-style-type: none"> <li>• The number of pixels comprising the height of the line (16) may be increased but should be in multiplies of 8 (i.e. 16,24,32..).</li> </ul>

		<ul style="list-style-type: none"><li>• The number of pixels comprising the height and width of the pictogram area (for signs Type D-F) and the length of the line (for all Types) shall be increased by the same proportion, thus enabling the same number of letters as before (the horizontal pitch between pixels shall be equal to the vertical pitch).</li></ul> <p>Increasing letter height (h):</p> <ul style="list-style-type: none"><li>• In case of increasing the letter height, all layout measurements shall be increased in a proportional manner to insure the required distance between lines and baking board dimension.</li></ul> <p>Please note that the functional general requirements for the VMS which are detailed in section 7.2.4 page 210 (top of page) apply to all types of VMS (Type A- F) and accordingly, the signs shall enable the display of characters in Hebrew and English as described in Annex 5,6 of the "Guidelines for the design of Variable Message Signs on Roads" published by the MOT, August 2009.</p> <p>This clarification does not derogate from the Contractors responsibility to fulfill all requirements and receive all approvals required for the equipment.</p>
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