**MINUTES FROM THE FIRST AND SECOND ROUNDS OF PREPARATORY MARKET CONSULTATIONS**

**according to Act no. 343/2015 Coll. on public procurement and on the amendment of certain laws as amended (hereinafter referred to as the "Public Procurement Act")**

1. **BASIC INFORMATION**

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| *Public contracting authority* | **Odvoz a likvidácia odpadu a.s. abbreviation: OLO a.s. *(Waste removal and disposal)***  **Ivanská cesta 22, 821 04 Bratislava** |
| *Subject of the order:* | **Digitization of the vehicle fleet, collection planning system and electronic registration and confirmation of discharges** |
| *Procedure:* | Preparatory market consultations (hereinafter referred to as PTK) according to § 25 of Act no. 343/2015 Coll. on public procurement (hereinafter referred to as Public Procurement Act (VO) and on amendments to certain laws as amended (hereinafter referred to as Public Procurement Act) |
| *Electronic tool:* | system JOSEPHINE  Web address where all information on the subject preparatory market consultations (PTK) is available  <https://josephine.proebiz.com/sk/promoter/tender/29581/summary> |

1. **General information**

The public contracting authority prepares this record of the preparatory market consultations (PTK) in question for the purpose of making it available to all potential interested parties as part of the documents for the contract, the announcement of which will be linked to the implementation of the preparatory market consultations (PTK) in question, in the form of an attachment to tender documents.

In accordance with §25 par. 2 of the Public Procurement Act, the public contracting authority will publish all the information in this record, that has been provided by the interested parties who participated in the preparatory market consultations (PTK) and at the same time he will publish all the information that he himself provided to the participants of the preparatory market consultations (PTK).

In order to allow the widest possible range of subjects to participate in the preparatory market consultations (PTK), the public contracting authority provided a description of the subject of the contract in English as part of the start of the preparatory market consultations (PTK). Any other documents, invitations to participate in individual rounds of the preparatory market consultations (PTK), as well as individual explanations provided by the public contracting authority, have been provided to interested parties in Slovak and in English.

In this record, the public contracting authority will not publish information that would identify individual participants of the preparatory market consultations (PTK)(interested parties who participated in the PTK), following the wording of § 55 par. 3 of the Public Procurement Act. The public contracting authority believes that publication of any identification of the participating interested parties would damage their legitimate interests and at the same time could lead to the disruption of fair competition within the framework of the upcoming public procurement.

Within the preparatory market consultations (PTK), none of the participating entities marked any of the provided information as confidential within the meaning of § 22 of the Public Procurement Act.

In the last point of this document, the public contracting authority provides a list of interested persons who, on the part of the public contracting authority, participated in the preparation and implementation of the preparatory market consultations (PTK) in question.

By signing this document, all persons mentioned in the last point of this document declare that:

* They were made acquainted with the definition of conflict of interests, as stated in § 23 of the Public Procurement Act.
* In relation to any of the interested parties who participated in the preparatory market consultations (PTK), they are not aware of any fact from the field of their professional or private activity, which in relation to any of the entities that participated in the PTK in question would mean the existence of a conflict of interests, or could potentially lead to a conflict of interests during the implementation of the prepared public procurement "Digitization of the vehicle fleet, collection planning system and electronic registration and confirmation of discharges".

All documents published by the contracting authority within these preparatory market consultations (PTK) are available to interested parties at the following address:

<https://josephine.proebiz.com/sk/promoter/tender/29581/summary>

Invitations to participate in the second round of the preparatory market consultations (PTK), which were sent using the communication interface to all entities that expressed their interest in participating in the PTK, form the appendices of this document.

1. **General information about the preparatory market consultations (PTK)**

The public procurement authority announced the preparatory market consultations (PTK) in question by publishing a preliminary notice in the public procurement gazette. The subject preliminary notice is available at the web address below:

<https://www.uvo.gov.sk/vestnik-a-registre/vestnik/oznamenie/detail/573519?cHash=9f240bef7b61119ed05470eb318a4541>

At the same time as the publication of the preliminary notice on the use of the preparatory market consultations (PTK) in the official gazette of the Public Procurement Office (ÚVO), the public contracting authority directly addressed 4. All the conditions set by the public contracting authority for the registration of individual subjects to the preparatory market consultations (PTK) are listed in the document "Notice on the use of preparatory market consultations (PTK) - digitization of OLO".

In the document "Notice on the use of preparatory market consultations (PTK) - digitization of OLO" the public procurement authority stipulated that the preparatory market consultations (PTK) will be implemented in three rounds. A detailed description of the course of individual rounds is provided in the relevant document.

In order to allow the widest possible range of subjects to participate in preparatory market consultations (PTK), the public contracting authority provided a description of the subject of the contract in English as well.

In the Notice on the use of preparatory market consultations (PTK), the public contracting authority reserved the right to carry out personal consultations in the event of ambiguities in the provided information, or in the event of the need of its clarification. The public contracting authority states that personal consultations were not carried out with any entity, not even in any of the realized rounds of the PTK.

1. **Evaluations of the inclusion of interested parties in the course of the preparatory market consultations (PTK)**

The public contracting authority required individual interested parties to submit a form to the public contracting authority for registration in the preparatory market consultations (PTK) within the period specified in the Notice on the use of the PTK. The public contracting authority states that 9 entities submitted the form for participation in the PTK.

The public contracting authority also registered interest in participating in the PTK from an entity that, after the above-mentioned deadline, answered the questions posed by the potential interested party in the question form used in the first round of the PTK (see below). This entity did not submit a form for registration to the PTK to the public contracting authority. Nevertheless, the public contracting authority included this entity in the further course of PTK, as the goal of these PTK was to obtain as much relevant information as possible and to communicate with the widest possible range of market participants. Failure to include the subject in question in the PTK would mean a narrowing of this circle based on the failure to fulfill a formal requirement that is not required by applicable legislation.

The public contracting authority states that it has included a total of 10 interested parties in the PTK. All interested parties are entitled to provide services and deliver goods that are the subject of the contract being prepared. The contracting authority evaluated the information according to the first sentence on the basis of information accessible from publicly available registers. None of the entities that expressed an interest in participating in the PTK was prevented from participating in the PTK (no subject was excluded from participating in the PTK).

The public contracting authority notified all entities that expressed interest in participating in the PTK with the information about inclusion in the PTK sent via the communication interface of the JOSEPHINE electronic tool on January 24, 2023.

1. **Evaluation of the first round of the preparatory market consultations (PTK)**

In the first round of PTK, following the publication of the preliminary notice, the public contracting authority published the following documents in the JOSEPHINE electronic tool (the text of these documents is available at the link in the JOSEPHINE system - <https://josephine.proebiz.com/sk/promoter/tender/29581/summary>): ):

Notice on the use of PTK - digitization of OLO

Attachment no. 1 - Description of the subject of the contract

Attachment no. 1a – List of vehicles of the public contracting authority

Attachment no. 2 – Form - registration in the PTK

As part of the first round of PTK, the public contracting authority required individual interested parties (in addition to submitting a registration form for signing up to PTK) to answer the questions listed in the form available at the following web address:

<https://docs.google.com/forms/d/e/1FAIpQLScl5-h4TO2-ELfWlA7JrgHE_aJZNTA6iPCUPfzGGonENdnbNg/viewform>

**Explanations provided by the contracting authority in the first round of the PTK:**

Within the framework of the first round of the PTK, the public contracting authority provided interested parties exclusively with information related to the procedural side of the PTK (especially regarding the method of communication during the PTK). These explanations have been sent to all interested parties using the communication interface of the JOSEPHINE system). The public contracting authority notes that in the first round of PTK he provided neither any explanations to interested parties regarding the description of the subject of the contract, nor such explanations, which could mean favoring of some PTK participants in the next public procurement, over entities that did not participate in the PTK.

**Evaluation of PTK participants' answers to questions asked by the public contracting authority in the first round of the preparatory market consultations (PTK):**

The contracting authority asked the following questions via the Google forms tool (https://docs.google.com/forms/d/e/1FAIpQLScl5-h4TO2-ELfWlA7JrgHE\_aJZNTA6iPCUPfzGGonENdnbNg/viewform). The PTK participants' answers to the questions are listed in attachment no. 2 of this document in the form of an automatically generated table (without any identification of the PTK participants). Below, the public contracting authority presents the conclusions adopted by them on the basis of the provided answers to the individual questions..

When evaluating the form, the public contracting authority identified answers that did not answer the question asked and contained only the statement that more detailed information on the given question will be provided to the interested parties in personal consultations. Since the public contracting authority considered the information provided by the market to be sufficient for the adoption of the necessary conclusions, without the need for personal consultations, he did not proceed to personal consultations on the basis of answers formulated in this way.

Asked question no. 1:

*Please, enter the name of your company and contact email:*

Conclusion of the public contracting authority:

A total of 10 entities participated in the PTK, which answered the questions of the public contracting authority.

Asked question no. 2:

*Is it possible for your company to provide the subject of this contract (the complete subject described in the description of the subject of the contract without exception) in the form of service provision in the PaaS or IaaS mode (i.e. the public contracting authority will pay for the provided service and will not directly purchase the software and hardware described in the description of the subject of this order)?*

Conclusion of the public contracting authority:

8 out of 10 subjects confirmed that such a form of service provision is possible. The public contracting authority considers (also following the answers and conclusion to question no. 3) that there is a sufficient number of entities on the relevant market that are able to provide the service in such a form. Therefore, such a form of service provision may be required by the public contracting authority and a requirement for provision services in the form of PaaS or IaaS will not violate the legal principles of public procurement listed in §10 of the Public Procurement Act.

Asked question no. 3:

*If your answer to the previous question is "NO", please, describe (if possible in as much detail as possible) why this is not possible.*

Conclusion of the public contracting authority:

Entities who, in response to question no. 2 answered no, stated the following reasons:

*"We require a separate/one-time financial payment for customization and implementation work. The rest can be provided in SaaS, PaaS, or IaaS modes."*

The public contracting authority will consider the request in tender documents of the public procurement itself. During this round, the bidder did not know all the terms of the order (contract, SLA, payment terms). The public contracting authority states that the order setting he intended correlates with the request of the interested party.

*"We will provide complex work/service as a SW partner and Fleet partner group. There was still no precise agreement closed between the partners on the exact terms of provision of the work".*

The public contracting authority states that the above answer does not indicate a contradiction between the provision of services in the form of PaaS, IaaS, or SaaS and the applicant's declared intention to participate in the upcoming public procurement as a group of suppliers.

Asked question no. 4:

*Is the information provided in the description of the subject of the contract sufficient for your company to present an objective and accurate price offer, on the basis of which it would be possible to proceed with the signing of the contract? (Please note that terms and conditions, SLA and support will still be made available during the second round of PTK).*

Conclusion of the public contracting authority:

Based on the answers provided, the public contracting authority considers that the description of the subject of the contract needs to be supplemented, or expanded or modified. The public contracting authority will proceed with these changes on the basis of more closely identified deficiencies in the description of the subject of the contract identified in the answer to question no. 5.

Asked question no. 5:

*If your answer to the previous question is "No", please state, in as much detail as possible, what information needs to be added so that you can submit an objective and accurate offer.*

Conclusion of the public contracting authority:

On the basis of the answers listed in Attachment no. 2 of this document the public contracting authority proceeded to the following conclusions:

* In the next rounds of PTK and in the public procurement itself, the public contracting authority will expand the description and/or specification of integration interfaces to third-party systems (systems required by the public procurement entity, to which the software (hereinafter referred to as "SW") will be integrated).
* The provider will be able to determine the number of installed IOT units based on the list of vehicles that will be part of the tender documents, or documents necessary to prepare the offer.
* The public contracting authority will modify the description of the subject of the contract so that it is clear that the delivery of RFID labels is not part of the subject of the contract. At the same time, in the description of the subject of the contract, the public contracting authority shall state that the provided solution must be compatible with tags with RFID tags used by the public contracting authority and shall include in the description of the subject of the contract a description of the tags used by them.
* For the avoidance of doubt, the public contracting authority shall state in the description of the subject of the contract, that he does not insist that one monitoring unit be installed in each vehicle, which covers all the required functionalities of the monitoring units, and that he also accepts solutions in which multiple monitoring units will be installed in the cars, which fulfill the required functionalities together.
* The public contracting authority will provide more detailed information on the vehicles, see conclusions to questions no. 8 and 9.
* The public contracting authority will supplement the description of the subject of the contract with the number of sensors of the filling of containers.
* In the description of the subject of the contract, the public contracting authority will state the method of monitoring and registration of MSW (municipal solid waste), as well as the method of monitoring waste collected in bags.
* The public contracting authority will state in the tender documents that the subject of the contract will not be divided into parts. The justification for not dividing the subject of the contract into parts will be published by the public contracting authority in the manner prescribed by the Public Procurement Act.
* The public contracting authority will explicitly state in the tender documents that he only requires technical preparation for the connection of the dynamic weighing system. So the weighing system itself is not the subject of this contract.
* The public contracting authority will add a more detailed specification of the security parameters of the project to the tender documents. They are described sufficiently.
* For the avoidance of doubt, the public contracting authority will state in the specification that the residents' access will be implemented through the public contracting authority's CRM (its supply is not the subject of this order).
* In the description of the subject of the contract, the public contracting authority provided an informative description of the reports.
* The public contracting authority insists on the original wording of the description of the subject of the contract as regards the required method of creating new users.
* The public contracting authority cannot accept any solution in which there will be no possibility of registering a container that has not yet been placed on its stand. The public contracting authority must be able to register any container that is to be created based on the signing of the contract with the customer and its subsequent connection with the physically delivered container. Such linking of the "logical" and "physical" container ensures the possibility of continuous monitoring of the performance of services by the Customer from the signing of the contract with the Municipality to delivery of containers by the public contracting authority.
* Illustrative images that were absent from the specification in the first round will be added to the specification.
* The public contracting authority deleted the request for recording data on the vehicle's battery from the description of the subject of the contract.
* The public contracting authority insists on the requirement to process historical data and weather data. Only one out of ten interested parties called the request "difficult", but not impossible. Historical data is essential for the public contracting authority in order to make the planning of collections more efficient.
* In the description of the subject of the contract, the public contracting authority does not indicate the requirement to record the "braking" of containers with a volume of 1100 l.
* The public contracting authority added requirements for noise restrictions to the description of the subject of the contract.
* The public contracting authority considers that the requirements for "machine learning" are sufficiently derived from the description of the subject of the contract as a whole.

Asked question no. 6:

*How many orders for a similar or similar subject did your company implement during the last three years (approx. from August 2019) and what was the approximate total contract price of these projects?*

Conclusion of the public contracting authority:

The public contracting authority will take into account the responses of interested parties when setting the conditions for participation according to § 34 of the Public Procurement Act. The formulation of these conditions of participation will be made available to interested parties within the 3rd round of PTK in order to verify the adequacy of the conditions of participation for the largest possible range of participants in the relevant market.

Asked question no. 7:

*Please, indicate how much time, according to your knowledge and experience, is required for the implementation and launch of the platform in terms of the description of the subject of the contract. Please, indicate breakdown of your estimated time separately for the duration of the implementation of individual modules (Fleet management, planning and records) and specifically indicate the time estimated for the installation and commissioning of monitoring units and capacity probes ( for about 130 vehicles at the time of launching the platform).*

Conclusion of the public contracting authority:

The public contracting authority took into account the responses of the interested parties when creating the draft schedule, which was made available to individual interested parties within the second round of the PTK. Individual interested parties subsequently had the opportunity to submit further comments to the public contracting authority as part of the second round of PTK on the draft schedule, whereby the public contracting authority monitors the setting of the time schedule in such a way that it is acceptable to the widest possible range of entities (while maintaining the operational needs and obligations of the public contracting authority).

Asked question no. 8:

*The list of vehicles of the public contracting authority is attached to the description of the subject of the contract. Is it possible to determine based on the information in this list, which of the vehicles are not eligible for connection of the monitoring unit and capacity probe?*

Conclusion of the public contracting authority:

In the tender documents, or in the documents necessary for the preparation of the offer, the public contracting authority will provide more information about the vehicles in question – see the conclusion to question no. 9.

Asked question no. 9:

*If the information about the vehicles is not sufficient to answer the previous question, what information about the vehicles needs to be provided to your company in order to be able to determine whether it is possible to connect a monitoring unit and/or a capacity probe to that vehicle?*

Conclusion of the public contracting authority:

From the answers of the interested parties it follows that the year of vehicle production should be added to the list of vehicles. The public contracting authority will add the year of vehicle production to the relevant documents published as part of the upcoming public procurement. The public contracting authority will include the information in the description of the subject of the order, that the vehicles are not pre-prepared for weighing systems. Based on the answers of the interested parties, the public contracting authority believes that market entities are able to obtain the necessary information about vehicles by inspecting the public contracting authority's vehicle fleet. The public contracting authority will allow inspection of his vehicle fleet during the period for submission of bids after the announcement of the upcoming public procurement.

Asked question no. 10:

*As part of the service in question, the public contracting authority requires provision of the application for crews of his vehicles. Can your company provide us with such an application so that it can be downloaded to our (currently used tablets) or is it necessary to supply your tablets?*

Conclusion of the public contracting authority:

Out of ten interested parties, eight submitted an answer according to which it is possible to install / download the application on tablets used by the public contracting authority. The public contracting authority considers that the answers sufficiently verified the feasibility of the request to install the application on the public contracting authority's tablets. Based on these answers, this requirement will be retained in the description of the subject of the contract.

As part of the responses, one of the interested parties provided an answer that implies that the tablets used by the crew of the pickup truck should replace the functionalities that the public contracting authority requires from the monitoring units (in terms of the description of the subject of the contract). For the avoidance of doubt, the public contracting authority will state in the description of the subject of the contract that he will not accept such a solution, as it is not compatible with the operational needs of the public contracting authority. (The tablet is not able to replace the functionality of the monitoring unit in the quality and scope required by the public contracting authority.)

Asked questions no. 11 and 12:

*Based on the information provided in the description of the subject of the order, is it possible for you to estimate the response time of the database system?*

*If the answer to the previous question is "YES", what is your expected response time of the database system?*

*If the answer to the previous question is "NO", what information would be needed to determine the response time, or is it even possible to determine it at the current stage of project preparation?*

Conclusion of the public contracting authority:

On the basis of the answers provided, the public contracting authority came to the conclusion that the requirements for the system's responses will be mentioned in the description of the subject of the contract in such a way as to prevent the duration of the response, which would limit the work of users in the system.

Asked question no.13:

*As part of the public procurement, the public contracting authority will require applicants to submit written evidence that the offered platform will meet all the requirements of the public contracting authority (it will have all functionalities, interfaces, etc.). What form of evidence is your company able to provide, or what form of evidence is most acceptable to you?*

Conclusion of the public contracting authority:

Based on the responses of interested parties in the tender documents, the public contracting authority will state the offer the submission of written evidence as a mandatory requirement, that the offered solution meets each of the partial functionalities of the required service.

As part of the documents, the public contracting authority will publish a table with a breakdown of these sub-functionalities, where the tenderer will indicate whether he fulfills the given functionality/requirement and will identify the evidence he submitted as part of his bid to prove this statement.

The public contracting authority will prefer proof in the form of a document in PowerPoint format with a description of the solution, submission of screenshots supplemented with a verbal description or making available a demo version of the offered SW solutions.

For the avoidance of doubt, the public contracting authority will also accept other evidence, which will clearly show the fulfillment of the public contracting authority's requirements for the subject of the contract.

Asked question no.14:

*It is possible within the framework of the platform described in the description of the subject of the contract (especially with regard to point 0.4.2 Map materials) to ensure or make available the function Google Street View or its equivalent?*

Conclusion of the public contracting authority:

On the basis of the answers provided, the public contracting authority leaves in the description of the subject of the contract a request to make the Google street view function available (all 10 subjects stated that the fulfillment of this request is possible).

Asked questions no.15 and 16:

*Is it technically possible to monitor passenger motor vehicles and trucks (especially waste collection vehicles) with the same type of monitoring unit?*

*Is it possible to equip passenger motor vehicles with a monitoring unit specialized for this type of vehicle (i.e. a different monitoring unit than trucks) and if so, is it possible to determine whether such a unit intended for passenger vehicles would be cheaper than a unit for trucks?*

Conclusion of the public contracting authority:

Based on the answers provided, the public contracting authority believes that the installation of a special type of monitoring units in the public contracting authority's passenger vehicles is a more economical (cheaper) solution.

In the description of the subject of the contract, the public contracting authority will state min. requirements for functionality, the fulfillment of which will be required for monitoring units installed in passenger vehicles. In the description of the subject of the contract, the public contracting authority will state that he does not insist that passenger vehicles be equipped with the same monitoring units as (pickup) trucks and he will leave the possibility for bidders to offer monitoring units for passenger vehicles at his own discretion, while it is at the discretion of the bidder to offer a solution that considers the most appropriate in terms of the competitiveness of his offer.

Asked questions no.17 a 18:

*Is it technically possible to measure diesel consumption and CNG consumption according to the type of drive of the given vehicle using the same technology (measuring unit without the use of a capacity probe)?*

*If the answer to the previous question is "No", please indicate, if possible, what technology can be used to measure the consumption of CNG-powered vehicles.*

Conclusion of the public contracting authority:

Based on the answers of the interested parties, in order to preserve the principle of non-discrimination of entities on the market with requirements for the subject of the contract and due to the unreasonableness of the request from an operational point of view, the public contracting authority will delete the requirement from the description of the subject of the contract, to measure the consumption of vehicles using CNG as fuel.

Asked question no.19:

*Is it possible for your company to offer a monitoring unit the public contracting authority, that can be connected to a dynamic container weighing system as part of his offer?*

Conclusion of the public contracting authority:

Since 8 out of 10 subjects answered that the provision of such a monitoring unit was possible, the public contracting authority does not consider the request in question to be potentially and unjustifiably discriminatory. Therefore, he leaves this request in the description of the subject of the contract.

Asked question no.20:

*Can your company provide continuous online monitoring of the functionality of the monitoring units during the operating hours of the public contracting authority?*

Conclusion of the public contracting authority:

Since 9 out of 10 subjects answered that continuous online monitoring of the functionality of the monitoring units was possible, the public contracting authority does not consider the request in question to be potentially and unjustifiably discriminatory. Therefore, he leaves this request in the documents necessary for the preparation of the offer.

Asked question no.21:

*If there is a software failure of the monitoring units, capacity probes, or the operation of the platform during the duration of the contract, at what time is your company able to guarantee the removal of the failure?*

Conclusion of the public contracting authority:

The public contracting authority took into account the answers of the interested parties when creating the SLA proposal, which was made available to individual interested parties in the second round of the PTK. Individual interested parties subsequently had the opportunity to submit additional comments on the SLA proposal to the public contracting authority in the second round of the PTK, whereby the public contracting authority monitors the setting of the SLA so that it is acceptable to the widest possible range of entities (while maintaining the operational needs and obligations of the public contracting authority).

Asked questions no.22, 23 and 24:

*If a hardware failure of the monitoring units or capacity probes occurs during the duration of the contract, in what time is your company able to guarantee the removal of the failure?*

*Is your company able to provide maintenance, repairs and replacements or installation of new monitoring units and capacity probes during the duration of the contract at the headquarters of the public contracting authority?*

*From the point of view of your company, is it technically possible for the public contracting authority to ensure the replacement of the monitoring unit in the event of its failure? If so, how can you provide a spare monitoring unit? (delivery by courier, provision of backup units that will be in stock at the public contracting authority, or another solution that you consider most suitable based on your experience).*

Conclusion of the public contracting authority:

Based on the answers, the public contracting authority will indicate the possibility for the successful bidder in the description of the subject of the contract, to supply the public contracting authority with monitoring units (in the number that will be specified in the description of the subject of the contract) which will be stored on the premises of the public contracting authority.

Since 9 out of 10 interested parties answered that they were able to provide maintenance, repairs and replacements or the installation of new monitoring units and capacity probes at the headquarters of the public contracting authority, the public contracting authority will state the requirement in the description of the subject of the contract, for the fulfillment of the subject of the contract in the sense stated. Based on the answers, the public contracting authority believes that such a requirement for the subject of the contract is feasible for a sufficiently wide part of the market and therefore cannot be considered as discriminatory or as an obstacle to economic competition. The public contracting authority will not include the possibility in the description of the subject of the contract of management of the above-mentioned facilities on his own. This is for operational reasons (insufficient technical capacity of the employees of the public contracting authority).

Asked question no.25:

*Is it possible for your company to provide the public contracting authority with a service that will meet all the requirements specified in the description of the subject of the order, which will also include the functionality of measuring the fullness of the containers during the emptying of the container, for example by sending an audio signal or using a video camera? If so, please describe in what technological way it would be possible to provide such a service.*

Conclusion of the public contracting authority:

The public contracting authority will not include the functionality in the description of the subject of the contract, of measuring the fullness of the containers during the emptying of the container.

Asked question no.26:

*Is it possible for your company to provide the public contracting authority with a service that will meet all the requirements specified in the description of the subject of the order, which will also include the functionality of measuring the fullness of the collection container at the collection container stand outside the dumping time (online measurement of the container fullness)? If so, please describe in what technological way it would be possible to provide such a service.*

Conclusion of the public contracting authority:

The public contracting authority will not include the functionality in the description of the subject of the contract, of measuring the fullness of the collection container at the collection container stand outside the discharge time.

Asked question no.27:

*If the public contracting authority require also the functionality according questions 25 and 26 within the framework of the upcoming public procurement, will it be technically possible to integrate such functionality additionally during the duration of the contract for the solution provided by you?*

Conclusion of the public contracting authority:

The public contracting authority will not include the functionality in the description of the subject of the contract, according to questions 25 and 26. However, the public contracting authority cannot currently rule out the possibility that the said functionalities will be procured in the future (in a separate, independent public procurement), for example as a result of changes in legislative obligations for waste collection.

Therefore, the public contracting authority will include the requirement in the description of the subject of the contract, according to which the provided solution must include preparation for the possible introduction of such functionalities in the future, i.e., it must allow for the future connection of a system for measuring the fullness of containers during the emptying of the container and measuring the fullness of the collection container at the collection container stand.

Asked questions no.28 and 29:

*On the basis of the information provided in the description of the subject of the contract, is it sufficiently clear on the basis of which inputs the plan of districts and collection should be developed in the platform?*

*If the answer to the previous question is "No", please indicate what information you think needs to be added to the description of the subject of the contract.*

Conclusion of the public contracting authority:

The public contracting authority states that 6 out of 10 entities declared that the description of the subject of the contract is sufficiently clear on the basis of which inputs the plan of districts and collection should be developed in the platform.

The public contracting authority considers that the inputs in question are described sufficiently, or to the extent that it is possible and necessary to describe them in order to fulfill the legal principles of public procurement established by the Public Procurement Act. The public contracting authority considers the analysis of these inputs as part of the requirements it places on the performance of the subject of the contract.

Following the four answers provided in question 29, the public contracting authority set the process of fulfilling the subject of the contract in accordance with the time schedule that was available to interested parties during the second round of PTK, so that the implementation of the proposed solution was preceded by the so-called "pre-implementation phase" in which the winning bidder will have space and the opportunity to analyze all inputs that will be used to create plans for districts and collection.

Asked question no.30:

*Based on the information provided in the description of the subject of the contract, is it sufficiently clear what the public contracting authority means by the terms "collection plan" and "district plan"?*

Conclusion of the public contracting authority:

With this question, the public procuring entity sought to verify whether the term "collection plan" and "district plan" can be considered sufficiently understandable for the purposes of the prepared public procurement. 6 out of 10 entities answered that they understood this term sufficiently, which the public procurement authority considers to be sufficient evidence that the terms in question are described sufficiently for entities on the relevant market to be able to submit an objectively developed offer when exercising due professional care.

The public contracting authority believes that the terms "collection plan" and "district plan" are sufficiently described in the context of the other documents that it will provide to interested parties as part of the upcoming public procurement.

Asked questions no.31 and 32:

*The public contracting authority provides a brief calculation and description of the integration interfaces as part of the description of the subject of the contract (points 4.1 to 4.19). Is the above description of these interfaces sufficient for your company to develop an objective and accurate offer?*

*If the answer to the previous question is "No", please indicate what information your company needs to have about integration interfaces.*

Conclusion of the public contracting authority:

7 out of ten subjects expressed that the integration interfaces should to be specified in more detail.

In the description of the subject of the contract, the public procuring entity (as stated in the above-mentioned conclusions) will provide a more detailed description of the integration interfaces to the extent that his relevant professional capacities allow it.

The public contracting authority considers that the definition of the interfaces, which, based on the above, he provides in the supplemented description of the subject of the contract, is sufficient for the objective preparation of the offer by the bidders. The public contracting authority came to this conclusion also taking into account the fact that the successful bidder will have sufficient space for a thorough analysis of the integration interfaces in question as part of the analysis prior to the implementation of the offered solution.

Asked question no.33:

*In point 4.13 of the description of the subject of the contract, the public contracting authority states the requirements for the integration of the platform with the PowerBI software, within which he also requires to be used during the creation of initial reports during the initial integration. Is it necessary for your company, in order to submit an objective and accurate offer, that we state the number of reports that we will require as part of the implementation in the description of the subject of the order?*

Conclusion of the public contracting authority:

7 out of 10 entities stated that the public contracting authority should indicate the number of reports that he will require to be created as part of the implementation.

Based on the evaluation of his internal needs, the public contracting authority stated the expected number of reports (15 reports) in the description of the subject of the contract.

Asked question no. 34

*What personnel capacities would your company allocate to the implementation of this project? (please list the individual persons with the name of the work activity (project manager, UI UX developer, etc.) with the number of persons with the given work activity.*

Conclusion of the public contracting authority:

The public contracting authority evaluated the answers submitted by individual interested parties. Based on these answers, he determined the min. personnel capacities that will be required from the successful applicant. Specifically, the statement of the required capacities by the public contracting authority was presented to the interested parties in the "SLA" document in the second round of the PTK, during which the interested parties were allowed to comment on such a proposal.

1. **Evaluation of the second round of the preparatory market consultations (PTK):**

The public contracting authority invited all ten entities that, in accordance with the above, participated in the PTK, to participate in the second round of the PTK. The public contracting authority sent an invitation to all 10 interested parties, to participate in the second round of the PTK. Such invitation is included in attachment no. 2 of this document (in Slovak and English).

As part of the second round of PTK, the public contracting authority published the following documents to all interested parties:

- draft of the Agreement on the provision of services;

- draft of the SLA document, support and fines, which will form an integral part of the contract after the end of the public procurement;

- proposal of the time schedule for the provision of the required services.

The documents were published at the following web address:

<https://josephine.proebiz.com/sk/promoter/tender/29581/document/list>

At the same time, the public contracting authority made the questionnaire available to all interested parties via the Google forms tool, listed at the following address:

<https://forms.gle/RrC8UJzsPMwwCDTp6>

In the call, the public contracting authority stated the following, among other things:

- The interested party will answer the questions asked by us in the form mentioned in the previous point

- At the same time, the interested party can also send comments to our company directly to the text of the documents Service Agreement, SLA support and fines and Draft schedule for the provision of the required services, but only using the "tracking changes" and "comments" functionalities. Our company reserves the right not to take into account other changes in the text of documents, which will be made in a different way than using these two functionalities.

- In the event that the interested party submits proposals to our company for modification, or comments on the documents in the text of the documents according to the previous point, will send us these documents exclusively through the functionality of the JOSEPHINE system intended for communication for these preparatory market consultations.

The public contracting authority states that 7 interested parties answered the questions asked in the form. The submitted answers form attachment no. 7 of this document (in the form of an automatically generated anonymized table). The conclusions that the public contracting authority adopted based on these answers are listed below.

In the second round of the PTK, the public contracting authority provided 4 explanations, which form attachments no. 3, 4, 5 and 6 of this document. Where necessary, all explanations were incorporated into the wording of the relevant documents to which they referred.

The public contracting authority states that comments on the documents were submitted by two interested parties. The public contracting authority presents the wording of the comments and the conclusions he adopted based on them below.

**Evaluation of PTK participants' answers to the questions asked by the public contracting authority in the second round of the preparatory market consultations (PTK):**

Asked question no. 1

*As part of the preparatory market consultations for the contract in question, the public contracting authority published the draft documents "Agreement on the provision of services", "SLA, support and fines" and "Draft schedule for the provision of the required services". Do you consider these documents to be sufficiently comprehensible for you to be able to get an idea of the requirements of the public contracting authority? If not, please indicate the parts that are not comprehensible (mark the document and the point that is incomprehensible), the reason for which you consider the given part to be incomprehensible, or a proposal for its modification.*

Conclusion of the public contracting authority:

7 subjects answered the above question, the answers are given in Attachment no. 7 of this document.

Based on the following answers, the public contracting authority did the following:

* One of the subjects indicated that the proposed time schedule cannot be implemented. The public contracting authority states that such an indefinite conclusion is indicated by only one of the entities that participated in the PTK, therefore he will not edit any documents based on this conclusion. Since the other entities did not similarly resolutely reject the schedule, the public contracting authority believes that it cannot be considered as e.g. discriminatory, or one that would disproportionately and unreasonably favor specific entities on the market. The public contracting authority made such a decision also taking into account the fact that within the 2nd round of PTK specific reservations were raised by interested parties regarding the schedule, which were more or less incorporated into the schedule. The public contracting authority is bound by the obligations arising from, among other things, the contracts by which it is bound, for which it cannot afford to significantly extend the schedule.
* The public contracting authority will describe the integration interfaces in more detail.
* The public contracting authority will add the method of termination of cooperation to the contract. The successful bidder shall dismantle the hardware (hereinafter referred to as "HW") and ensure its removal from the headquarters of the public contracting authority.
* The public contracting authority will extend the scope of the contract by 20 mandays defined for data migration after the contract is terminated.
* The public contracting authority considers that his contractual obligations are sufficiently described and the contract can be considered balanced (it is not formulated disproportionately in favor of one of the contracting parties).
* The public contracting authority does not have sufficient professional capacity to breakdown the data parameters of the integration interfaces. The interfaces will be specified in more detail and the winning bidder will have the opportunity to analyze them in more detail before implementing the offered solution.
* It will be explicitly stated in the description of the subject of the order, that entrance of metal containers with a volume of 110 l is not expected.
* It will be added to the description of the subject of the order, that if there is another module on the vehicle, e.g. other solution, the Provider has the right to dismantle and use e.g. port for the purpose of fulfilling the contractual relationship (e.g. only one CANbus connector).
* Attachments to the contract will be published within the third round of PTK.
* For the avoidance of doubt, it will be stated in the description of the subject of the contract, that the tablets, including their operating system, will be provided by the public contracting authority and they are not part of the subject of the contract.
* For the avoidance of doubt, it will be stated in the description of the subject of the contract, that the provider will not install the platform (or its modules) directly on the IT infrastructure of the public contracting authority (since the SaaS / Paas form is applied).
* The wording will be changed in point 2 of the SLA document, so that it does not evoke that the public contracting authority requires installation in the sense of the previous point.
* Regarding SLA point 2 – For the avoidance of doubt, the public contracting authority will state in the description of the subject of the contract what he means by implementation within the existing infrastructure of the customer".
* It will be explicitly stated in the description of the subject of the contract, that the supply of RFID chips is not part of the subject of the contract.
* Regarding SLA point 5 – Helpdesk – the inconsistency in defining the hours of availability of the helpdesk on Saturdays will be removed.
* Explanatory notes will be added to the draft schedule for better orientation.

Asked question no. 2

*Have you identified any part or information in the documents "Agreement on the provision of services", "SLA, support and fines" and "Draft schedule for the provision of required services" that would unnecessarily prevent you from participating in public procurement or make this participation unreasonably difficult? If yes, please indicate which part it is (mark the document and point), the reason why the given part prevents you from participating in public procurement, or provide a proposal for its modification.*

Conclusion of the public contracting authority:

* One of the interested parties recommends that the public contracting authority choose a standard solution that is not modified significantly. The public contracting authority insists on the order setting he has chosen, especially considering that the above is declared by a single entity within the PTK.
* Since only 1 entity that participated in the PTK considers that contractual condition to be unreasonable, the public contracting authority will retain the penalties without limiting the amount of the fine. By this contractual clause, the public contracting authority creates an incentive for the successful applicant, to the ASAP solution of situations that are stated in the SLA.
* The public contracting authority will leave the original setting of the sanction in case of an unauthorized change of subcontractor. The public contracting authority is bound to control subcontractors, among other things, by the currently valid legislation in the field of public procurement. With the sanction in question, the public contracting authority prevents the occurrence of a situation where, as a result of the actions of the successful bidder, there would be a violation of the Public Procurement Act during the duration of the contract.
* One of the interested parties considers addition of a parameter – the accuracy with which the loading of containers marked with an RFID transponder will be required. Due to his legal obligations, the public contracting authority requires address records of each realized dump. The accuracy of the dump confirmation is included in the service availability in the SLA in point 3. Operation of the platform (99.95%). The public contracting authority will add the statement in the description of the subject of the contract and in the SLA, that the stated requirement also applies to other requirements in the SLA.
* One of the interested parties suggested dividing the Installation phase within the implementation of the Fleet management module into two separate phases as follows:

"Phase I (LKW test vehicle and PKW test vehicle)

Phase II – gradual assembly vehicle by vehicle so that the smooth operation of the waste collection is not threatened. Our proposal is to choose a method of serial installation with back-checking of functionality, instead of the proposed parallel installation. The technology and functionality of loading containers must be fully mastered and verified, not just by simply verifying the ability to read, but by a full-fledged test, because this functionality is crucial. Since the structure of the schedule is fixed and it is not possible to put alternatives or a different project perspective, we suggest defining the required structure of the schedule as late as after the end of the data analysis and the full test of the TEST vehicle.

Regarding the above: The public contracting authority assumes the provision of services by an entity that has previous experience with such or a similar service and for this reason does not consider the testing phase to be necessary. The gradual installation of vehicles is already included in the original schedule, and the schedule is set in such a way that it does not jeopardize the collection of waste carried out by the public contracting authority. The public contracting authority believes that there is no objective reason why parallel installation of devices on vehicles and SW data analysis would not be possible, as these two activities are not technologically linked.

The public contracting authority will supplement the SLA document with a definition of the hours during which it will be possible to install equipment on vehicles.

* Regarding the contract – point 3.6: The mandatory deadline will be extended for confirmation of partial order acceptance in the sense of points 3.4 and 3.5 of the contract from the original deadline of 1 day to a new deadline of 5 days.
* The proposal to allow a period of suspension of sanctions for the correction of defects or performance errors will not be accepted. The public contracting authority believes that such a provision would disrupt the concept of providing the required services.
* The public contracting authority considers that the division of deficiencies based on their severity is sufficiently specified in the documents.
* Regarding the points regulating sanctions: Before announcing the prepared public procurement, the public contracting authority will consider the proposed amount of sanctions (among other things in connection with the statements of interested parties regarding points 4.6.1 of the contract, 4.6.6 of the contract).
* The problem with the provision of a permanent license in accordance with point 4.10 of the contract was indicated by only one entity that participated in the PTK. The public contracting authority will not reach any conclusions based on this, as it appears that a sufficient part of the market has no reservations about the formulation of this point.
* Regarding point 5.12.6: The wording will be modified so that neither party is responsible for Internet connection errors.
* Regarding point 2.1.22 of the contract: The public contracting authority insists on telephone support in case of emergency breakdowns, as it considers that such a requirement cannot be marked as unfulfillable by any relevant entity (this concerns a telephone contact with the person of the provider specified in the contract). For the standard helpdesk tools, the public contracting authority will provide the option of integrating his ticketing/helpdesk tool into the tool used as a helpdesk by the provider.
* Regarding point 3.2 of the contract: The public contracting authority accepts the extension of the period established in this point to 3 months.
* Regarding point 3.6 of the contract: The public contracting authority will extend the period established by this point to 5 days.
* Regarding point 4.6.7.1. of the contract: The public contracting authority accepts the proposal to add a penalty for the Customer in the event of cancellation of the training 1 day before the planned implementation of the training in the amount of 80% of the costs incurred for the preparation of the training.
* Regarding point 4.6.7.1 of the contract: The public contracting authority does not accept proposals to change the point. He considers that it is sufficiently demonstrable, what can be considered as demonstrably incurred expenses. The requirement can neither disadvantage nor discriminate any of the subjects.
* Regarding point 4.8 of the contract: The public procurement authority changed the deadline set in this point from three days to three working days.
* Regarding point 4.10. of the contract: In this point, the public procurement authority will adjust the provision of the license so that it is provided only for the duration of the contract.
* Regarding point 5.4.: The public contracting authority keeps the current wording, as it follows from the current legislation of the Slovak Republic.
* Regarding point 6.4.1 of the contract: The public contracting authority does not accept proposals to change the deadline set in this point from 14 to 30 days, as the services in question are essential for it and not providing them for a longer period would lead to a threat to its operation and potentially to a complete stop of waste collection in Bratislava.
* Regarding point 5 of the SLA: In the description of the subject of the contract, the public contracting authority will specify what kind of remote access is involved in this point. This point of the SLA will be extended by the obligation of both contractual parties to ensure that the Provider's Employees listed as Escalation Contacts are able to communicate in Slovak or at least in English language. The public contracting authority leaves the possibility of telephone communication, as the SLA states that it will be applied especially in case of escalation.
* Regarding point 2. a. SLA: The public contracting authority accepts the proposal to reduce the required number of data analysts in terms of this point from the original 2 to 1 data analyst.
* Regarding point 2. b. SLA: The Public contracting authority will modify the wording of the point so that it is clear that he does not require anything to be directly installed on its current IT infrastructure. The public contracting authority accepts the proposal to change the deadline set in this point from the original 5 days to 5 working days.
* Regarding point 2. c. SLA: The public contracting authority does not accept the proposal to remove RFID readers installed on vehicles from the requirements for the subject of the contract. The readers ensure functionality, without which there would be a disruption of the planned concept of the concept of service provision as well as the planned concept of waste collection, which is to be introduced in the city of Bratislava in connection with the fulfillment of the subject of this order.
* Regarding point 4 of the SLA: The public contracting authority considers that the draft contract sufficiently specifies what is meant by hardware devices. Based on the proposal, the public contractor will extend the period established in this point z.
* Regarding the time schedule – lines 10, 13 and 14: The public procurement authority considers the originally proposed deadlines to be sufficiently long and does not extend the deadlines based on the statements of interested parties. As for the individual analysis of integration interfaces, it is listed separately in the schedule in lines 42-63 in the scope of 14 months.
* Regarding the time schedule – lines 11 – 12: The public contracting authority considers two months for the implementation of the given item to be a sufficient period of time. The public contracting authority will supplement the time schedule with a note, according to which it will be clear that it allows the realization of these items in several separate stages, provided that the beginning and end of the given item are observed according to the schedule (within a period of two months).
* Regarding the time schedule – line 17: The public contracting authority accepts the proposal to move this item within the schedule so that the items of the schedule are logically connected to each other.
* Regarding the time schedule – lines 22-24, 25, and 32: Based on the proposal of interested parties to these points of the schedule, the public contracting authority modified the original schedule, as he considers that the adoption of the proposed changes will enable, or will facilitate the implementation of the project for all potential applicants.
* Regarding the time schedule – line 28: The public procurement authority does not accept the proposal to start creating reports from the 3rd month from the beginning of the schedule. The public contracting authority believes that a sufficient number of monitoring units will be deployed in the second month to be able to collect sufficiently reportable data.
* Regarding the time schedule – line 41: The public contracting authority does not accept the proposal to extend the schedule by 1 week intended for the revision of the outputs of some phases of the fulfillment of the subject of the contract. The public contracting authority believes that the deadlines specified in the schedule after incorporating the changes in the meaning of the outputs of the 2nd round of PTK give sufficient space for the implementation of such actions.

Asked question no. 3

*Do you consider any part of the documents "Service Agreement", "SLA, Support and Penalties" and "Draft Schedule of Provision of Required Services" to be discriminatory (or restrictive in any way)? If so, please state it (mark the document and point), justify why you consider it discriminatory, or state a proposal for its modification.*

Conclusion of the public contracting authority:

* One of the interested parties stated the following:
  + Installations of modules for the Fleet Management
    - We believe that the schedule is unchangeable and there is a high probability that there will be a delay in the assembly due to the accessibility of the vehicles. These are likely complications (different types of electrical installations, non-uniform technical condition of the vehicles, etc.).
    - On the basis of our experience so far, the upper limit of installation is 25 units per 1 month. Unless this aforementioned problem is discussed during the 3rd round of PTK or before signing the contract and the Customer will insist on what is defined in the Schedule, we consider this area discriminatory or significantly limiting the fulfillment of the order of the public contracting authority.
    - No further development is defined by the public contracting authority.
    - Does the public contracting authority plan his further development after the completion of the implementation of the project in question, e.g. by the functionality of dividing (recalculating) the volume of waste in a given collection container with respect to the contractual relationship, in other words, does the public contracting authority plan "active weighing of containers"?
    - Since we are not a supplier in OLO, this information is not known and made available to us, and we consider this a significantly limiting fact, since such information, already at this stage of the project, can significantly influence the potential Provider's decision-making as to what technology he can propose.

Notes regarding the above mentioned:

* + - The statement that the schedule cannot be changed is not correct. The options for changing the schedule are regulated by the provider in point 7.2 of the contract and by the public contracting authority in point 7.3 of the contract.
  + Management of the complications mentioned by the applicant and the risks associated with them, as well as possible delays caused by the public contracting authority, are fully within the competence of the public contracting authority, which is responsible for them at various levels. In the event of such complications, the supplier cannot be sanctioned, and the public contracting authority cannot withdraw from the contract based on such facts.
  + The public contracting authority accepts the modification of the requirement for the number of units of installation of monitoring units in 1 month and modifies this requirement to 25 units per month according to the proposal of the interested party.
  + At the time of the implementation of the PTK and at the time of the announcement of the contract, the public contracting authority does not envisage the introduction of a system of dynamic weighing of containers (such a system will not be the subject of the prepared public procurement or the contract that will be concluded on its basis). In terms of the description of the subject of the contract, the public contracting authority requires technical preparation for connection to the dynamic container weighing system (point 2.2. XVII of the description of the subject of the contract).
* Regarding point 6.7 of the contract: Based on the proposal of one of the interested parties, the public contracting authority proceeded to set the notice period from the contract to 3 months.
* Regarding point 6.5.1 of the Contract: – One of the interested parties stated the following:

"For more than 60 (sixty) days". We propose to reconcile both parties for 30 days. As there is inequality. the Customer asks the Provider to terminate the contract after 14 days, but he is ready to delay payments for 60 days without penalties. To align: 30-30"

Notes regarding the above mentioned: – The public procurement entity does not accept the proposal, as he cannot risk an outage of more than 14 days due to his contractual obligations. In such a case, the company would essentially cease to function, which threatens not only waste collection but also electricity production that is also the subject of the business of the public contracting authority. The public contracting authority considers 60 days to be the standard setting for delaying payment. The stated requirement cannot be perceived as discriminatory, as it is set equally for all interested parties or applicants and does not result from preferences for the technology used or a specific procedure for fulfilling the subject of the contract or any other artificial or disproportionate narrowing of the market.

**List of interested persons and conflict of interest clause according to § 23 of the Public Procurement Act.**

* The public contracting authority investigated the potential conflict of interests of interested persons in the process of these preparatory market consultations.
* None of the interested persons notified the public contracting authority of any conflict of interest during the public procurement in relation to the economic entity/interested party/applicant.
* The public contracting authority states that the persons involved in the process of awarding the contract in question were not and are not in a conflict of interest in relation to the successful bidder.

**Interested persons:**

**Responsible for the material aspect:**

Ing. Marek Fedorco    signature:

Ing. Jana Kolarovská’s signature:

Ing. Marek Horváth signature:

**Responsible for the process aspect:**

Mgr. Adam Kašák signature:

**Responsible for the legal aspect:**

Mgr. Tímea Richterová signature: