

Descriptive document

Draft for the purpose of market consultation

with the subject **Framework Agreement for the implementation
of 7 regional, nationally scalable MaaS pilots**

according to **Public European Procurement**

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 TED

dated **.....**

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Contents

Contents	2
1. Introduction.....	4
1.1 Context.....	4
1.2 Objective of MaaS Framework Agreement	5
1.3 Aim of the tender.....	6
1.4 Duration of the Agreement and Terms and Conditions	6
1.5 Merging/Creating lots	6
1.6 Contract value	6
1.7 Award criterion	7
1.8 Contact persons	7
2. Description of the Contracting Authority	8
2.1 Description of Ministry of Infrastructure and Water Management (I&W).....	8
2.2 Description of (cooperation with) Local and Regional authorities.....	8
3. Description of the contract and the procedure.....	10
3.1 Subject.....	10
3.2 Need/scope.....	10
3.3 Policy context	11
3.4 (Effort) responsibilities of I&W and Local and Regional Authorities	12
3.5 Rules of play for MaaS service providers.....	12
3.6 Mini-competitions for Regional Pilots	13
3.7 Variants.....	13
3.8 Change of scope.....	13
3.9 Renewal of the MaaS Framework Agreement.....	14
3.10 Public tender.....	14
3.11 Schedule	14
3.12 Partnership.....	16
3.13 Group relationships	16
3.14 Procedural regulations and requirements for the Subscription.....	16
3.15 Complaints procedure	21
4. Grounds for exclusion and suitability requirements	22
4.1 Uniform European Procurement document (UEA).....	22
4.2 Grounds for exclusion	22
4.3 Suitability requirements	23

5.	Assessment procedure and award criteria.....	24
5.1	General.....	24
5.2	Programme of Requirements.....	25
5.3	Sub-award criteria.....	26
5.4	Establishing the assessment of the Subscriptions.....	27
5.5	Verification	27
5.6	Intention to award.....	28
	Appendices.....	28

1. Introduction

You have before you the Descriptive Document for the European Public Procurement of the Framework Agreement for 7 regional, nationally scalable MaaS Pilots.

This document describes the context, objective, procedure, rules and regulations in the procedure and the assessment of the Subscriptions.

The terms and definitions used in this Descriptive Document, in so far as they start with a capital letter, are included in the glossary (Appendix 3).

This Descriptive Document in English is available for your information. The Dutch language version is the binding version.

1.1 Context

Many see opportunities in MaaS, yet the concept is difficult to get off the ground. Based on discussions with various market players, together with a number of regions, I&W has decided to work with MaaS service providers and transport operators on large-scale pilot projects to gain learning experience about the actual impact of MaaS. Waiting is not an option. Together as MaaS service providers, transporters and public authorities gain experience. The idea is that the pilots will make all parties smarter and that MaaS service providers will be on their own two to three years from now. The pilots are finite, but ideally the services are not.

In order to achieve the 7 regional MaaS pilots, which can be scaled up nationally, the following steps have been and are being taken, in cooperation with the regions and the market:

1. Exploration phase: The following activities have been undertaken during this phase:
 - Publication White paper with definition of MaaS
 - In October 2017, the Ministry of I&W launched a market consultation on MaaS and, in particular, the 7 regional, nationally scalable MaaS pilots. This started with the publication of a consultation document containing some thirty consultation questions. On 29 November 2017, a consultation day was attended by some 200 interested parties, at which the Ministry of I&W and the local and regional authorities presented their proposed approach and plans. The consultation questions were answered in writing by approximately 85 parties.

The MaaS definition used for the MaaS Pilots is: the supply of multimodal (demand-driven) mobility services, in which tailor-made travel options are offered to customers via a digital platform (e.g. Mobile app) with real-time information, including payment and transaction processing. This definition was endorsed in the market consultation. In the exploration phase, the relevant MaaS Functionalities have been determined:

1. Personal aspects and preferences
2. Plan
3. Booking
4. Travel
5. Support
6. Modification
7. Payment

2. Deepening phase: The following activities were carried out in parallel during the period January to June 2018, based on the input from the consultation:
 - By means of in-depth interviews with a selected number of market parties, the aspects of the MaaS ecosystem were brought to the surface and the desired role of government investigated.
 - Further work was done to deepen knowledge about the drafting and further development of standards/APIs, the creation and elaboration of data exchange and governance.
 - The 7 regional, nationally scalable pilots have been further developed.
 - The national and regional Monitoring & Evaluation for the MaaS Pilots was fleshed out.
 - An administrative agreement has been drawn up as a means to achieve administrative assurance between I&W and the regions and to guarantee as much cooperation as possible with transport operators.
 - The public transport system was further detailed and obstacles for MaaS were investigated.
3. Pre-competitive dialogue phase: On the basis of the information collected during the exploration and deepening phase, I&W arrived at a pre-competitive dialogue in rounds. Round 1 of the pre-competitive dialogue was published by means of a Tender on 26 June 2018, TenderNed issue TN-187753 and TED issue TED-2018-093798 (PIN). The (first round of) the dialogue lasted from July to September 2018 and covered approximately 3 afternoons. The focus was on this:
 1. Matching and syndication;
 2. Feedback on approach to data exchange and standards/APIs;
 3. Feedback on the draft tender dossier Framework Agreement for the 7 regional pilots.
 4. During this dialogue, the question was raised as to whether there was a need to continue the dialogue through a second round. This turned out to be the case/not the case. This means that the next phase of dialogue will address the issues ...
4. Framework Agreement tender phase: The publication of this Descriptive Document marks the start of the tender procedure of the MaaS Framework Agreement. This will result in a final award of the Framework Agreement in December 2018. The Framework Agreement forms the framework and basis for mini-competitions for the 7 regional, nationally scalable pilots.
5. Regional pilots tender phase by means of mini-competitions: Immediately after the Framework Agreement has been awarded, the pilots will be put out to tender 'as far as possible in a sequential form' (i.e. one after the other), with one or more market consultations taking place for the first planned pilots during the tendering phase.

1.2 Objective of MaaS Framework Agreement

The Netherlands is a perfect test site for MaaS. The country is densely populated, there is a good public transport and road infrastructure and there are accessibility issues that could possibly be solved with MaaS.

The definition used for the MaaS is: the supply of multimodal (demand-driven) mobility services, in which tailor-made travel options are offered to customers via a digital platform (e.g. Mobile app) with real-time information, including payment and transaction processing.

This means that all transport must be found in the MaaS apps (e.g. bus, tram, train, metro, bicycle and car share concepts, ridesharing, rental concepts, taxis, ferries, etc.) and this must be accessible via a single app.

The perfect solution does not yet exist. With the tendering of the Framework Agreement and the Regional Pilot Projects and the removal of obstacles, regional authorities and I&W are trying to provide an impulse. None of the parties can possess the entire transport and/or MaaS chain. It is simply too extensive and would lead to unhealthy market positions. The crux of MaaS lies in cooperation and data sharing in order to better serve the traveller in the broadest sense.

The aim of the Framework Agreement is to speed up the development and use of MaaS services in the Netherlands and to gain insight together (transport providers, MaaS service providers, public authorities) into the effect of MaaS, partly by means of

- the definition of additional open standards;
- experience with the agreements made on the exchange of data;
- implementation of nationally scalable Regional Pilot Projects;
- identification of barriers or obstacles that block or delay the development of MaaS services.

In order to further deepen the learning process, a joint Monitoring & Evaluation laboratory has been set up that uses data from the MaaS providers to identify the impact on, among other things, the traveller behaviour in MaaS.

1.3 Aim of the tender

The Contracting Authority's objective is to conclude a framework agreement: the MaaS Framework Agreement, which lays down the conditions for the development of MaaS and provides the basis for launching regional pilots on the market through mini-competitions.

1.4 Duration of the Agreement and Terms and Conditions

The MaaS Framework Agreement can be renewed. The duration of the MaaS Framework Agreement is from the day of the last signature until the day of the (next) renewal (see paragraph 3.9) and at the latest until 31 December 2022. The MaaS Framework Agreement may be renewed twice for a period of one year.

Note:

Own (purchase) conditions of the Subscriber are not accepted and when the Subscriber declares his own (purchase) conditions applicable, this will lead to the Subscription being shelved.

1.5 Merging/Creating lots

There is no question of combining contracts or of dividing a contract into lots.

1.6 Contract value

The joint contract value (estimated over 48 months) of the Regional pilots that will be put on the market under the Framework Agreement will amount to a maximum of € 20,000,000 excluding VAT [check to be done].

The amount referred to above is only indicative; the Candidates may not derive any rights and/or obligations from this amount..

1.7 Award criterion

Framework Agreement Subscriptions will be assessed on the basis of the quality award criterion. There will be no ranking. **All** subscribers who have no ground for exclusion and who meet the eligibility requirements that score well on the quality award criterion will be invited to conclude the MaaS Framework Agreement..

1.8 Contact persons

The contact persons for this call for tenders are:

Primary contact person	Deputy contact person
Gerben Schuhmacher	Ella Westerhoff
Legal advisor	Contract manager

This tender was announced on TenderNed and TED. All communication and submission of documents relating to this tendering procedure are carried out exclusively via TenderNed.

Subscriptions received by mail will be considered as not having been submitted.

2. Description of the Contracting Authority

2.1 Description of Ministry of Infrastructure and Water Management (I&W)

I&W is committed to quality of life and accessibility, with good traffic flow in a clean and safe environment. I&W works on powerful connections by road, rail, water and air, protects against flooding and promotes the quality of air and water. The department draws up innovative policy for this and ensures its implementation and enforcement. Smooth, safe and liveable: that's I&W.

For more information about I&W, please refer to the website

<https://www.rijksoverheid.nl/ministeries/ministerie-van-infrastructuur-en-waterstaat>

2.2 Description of (cooperation with) Local and Regional authorities

Cooperation between the Ministry of I&W and the local and regional authorities in the field of mobility policy has been in place for a long time. Over the last decade, this cooperation has been reflected in particular in the Beter Benutten (better utilisation) programmes.

The cooperation between the Ministry of I&W and the local and regional authorities in commissioning and financing the MaaS Framework Agreements is a new step. During the past year, the definition of MaaS as the starting point for the pilots, criteria for focus and national scaling up of the pilots and ideas about data exchange and procurement strategy were developed in close consultation. The approach is to acquire knowledge together with market parties (transport operators and MaaS providers) and to monitor this together.

The cooperation between authorities is given shape by administrative agreements that stipulate, among other things, that the public authority concerned is a co-contractor or co-financier in the MaaS Framework Agreement and has the right to start a mini-competition for a regional pilot (with financial support from the Ministry of I&W). The text of the draft Administrative Agreement is attached for information as Appendix A.

Note: the Administrative Agreement will only apply between the undersigned (the relevant Public Authorities). Third parties cannot derive any rights from the Administrative Agreement(s) and can in no way invoke the Administrative Agreement(s) vis-à-vis one or more public authorities.

The local and regional authorities involved in the preparation of the tender for the MaaS Framework Agreement, which are expected to be the commissioning parties for a regional pilot project, are:

- Amsterdam, as represented by the municipality of Amsterdam
- Eindhoven, as represented by the municipality of Eindhoven
- Limburg, as represented by the province of Limburg (or by the municipality of Maastricht, to be decided)
- Groningen - Drenthe, as represented by the Joint Scheme for the Public Entity Public Transport Service of the Municipality of Groningen and the Provinces of Groningen Drenthe
- Rotterdam, as represented by De Verkeersonderneming
- Twente, as represented by the Region Twente
- Utrecht, as represented by the province of Utrecht (or by the municipality of Utrecht, to be decided)

In general, the Ministry of I&W and a local or regional authority can decide which local or regional authority will actually organise the mini-competition for the regional pilot project in question.

If an Administrative Agreement is concluded for this purpose between the Ministry of I&W and the relevant local or regional authority, this tendering procedure will also apply to that local or regional authority that will then become a co-sponsor or financier of the MaaS Framework Agreements.

Details of the individual Regional Pilot Projects are given in Appendix C for information purposes.

3. Description of the contract and the procedure

3.1 Subject

The subject of the MaaS Framework Agreement is the development and deployment of MaaS by market parties, by means of regional pilots that receive financial support from the government and by means of mini-competitions put on the market by local and regional authorities.

3.2 Need/scope

The Contracting Authority wishes the following functionalities to be realised for each Regional Pilot.

Personal aspects and preferences: The MaaS service should support the user's input of personal settings, preferences and limitations, so that the most appropriate travel options are offered and only travel options that are applicable to the individual concerned and that are perceived as attractive/usable are advised.

Plan: A multimodal travel planner that enables Customers to plan a trip based on current departure and arrival times and on current departure and occupancy information regarding the travel modalities offered by the Transport Providers, based on a location of origin and/or destination and times. In addition to rental and share bikes, this also includes rental and share cars, (share)taxis, buses, trams, trains, metro, voluntary transport, target group transport, water taxi services, ferries, etc.

Booking: Functionality that allows Customers to book a planned trip with different modalities at once with, or purchase from, the Service Provider.

Travel: Possibility for Customers to travel with a ticket offered by the Service Provider (e.g. e-ticket) or e.g. unlock code for a share-bike Possibility for Customers to travel with a ticket offered by the Participant (e.g. e-ticket or unlock code for a partial bike).

Support: Support offered by the Service Provider to Customers in Planning, Booking, Travel, Modifying and Paying for the journey (e.g. by Mobile app or telephone).

Modification: The Service Provider will take care for customers of one or more of the travel modes offered by the Service Provider as a result of a calamity or unforeseen event, if one or more cannot be delivered or must be modified, or if the customer himself (during the trip) wishes to change the travel mode.

Payment: The option offered by the Service Provider to have the Customers pay

for the entire trip using one existing payment facility and/or mobility card/subscription, which serves as a means of payment and/or admission ticket for all parts and modalities of the trip.

3.3 Policy context

The National Market and Capacity Analysis (NMCA) shows that the number of travel movements in, around and between cities continues to grow. Regional public authorities and I&W face a major accessibility and sustainability challenge in the coming years. In addition to further investment in additional infrastructure and public transport, alternative solutions must be found.

Moreover, the mobility sector will have to take major steps in the coming years, not only to ensure the accessibility of cities and regions, but also to become cleaner and more sustainable in order to meet (inter)national climate and air quality targets.

The hope and ambition is that MaaS, with better considered choices in terms of means of transport and moment of relocation, will contribute to this. MaaS is made possible by the ever-increasing availability of (open) data, travel planners and current travel information services, as well as the shift from owning to using, making sharing concepts increasingly attractive, for example. At the same time, current policy may contain obstacles that make it difficult for MaaS to get off the ground.

These barriers are mainly in the areas of cooperation, data sharing and the difficulty of achieving common standards and data exchange. The preliminary process for this tendering procedure for the Framework Agreement has led to greater trust between the parties and has resulted in a number of standards/APIs for share bikes and cars, among other things. The experience with this is positive and will be continued. I.e. that I&W and regions aim to facilitate more standards (e.g. ..., ...) based on the experience of the PCD and that on the basis of these standards an organised data exchange can develop.

The Netherlands wants to be at the forefront of innovations in mobility. The question is therefore whether we (regions and I&W) should wait or take action. Our answer is the latter, where the approach is to speed up the creation of MaaS. To this end, public authorities must have joint insight into the preconditions, requirements and wishes to be defined at national and regional level.

With MaaS it is possible to achieve a more responsive, efficient and robust transport system for the traveller. However, we still have a lot to learn before we reach that point. This requires an insight into the possibilities and effects, but also into obstacles and complications. An overarching question is whether MaaS services lead to behavioural changes that can bring about social effects, including:

1. Offering a **better product** (to travellers): MaaS should be able to provide a platform for all modes of transport, including the less well known ones. This will give consumers greater freedom of choice and, on the basis of this exchange, enable the transport provider to improve services, retain customers and attract new customers.
2. **Social inclusion**: MaaS has the potential to reduce transport deficiency in certain areas on the one hand and for certain vulnerable groups on the other. More specifically, to provide transport in situations where it is not available or is becoming increasingly less available, and to contribute to lowering the threshold for modes of transport (better use). Points for attention are: affordability, reliability, the right digital skills and the possibilities to allow scope for local bottom-up initiatives.
3. **Reduction of congestion**: If MaaS ultimately contributes to better utilisation of the available capacity, this will lead to less peak usage and therefore to less congestion. MaaS should make it easier for passengers to switch ad hoc from congested means of transport, for example, to systems that still have free capacity and traffic flow. Comfort, ease of use and price are among the most important aspects.
4. **Accessibility**: MaaS can focus specifically on the accessibility of an area and brings together all the information and services that are relevant to the users of that area, also from the government or area manager (public and/or private).

5. **Sustainability:** The first results of foreign initiatives seem to indicate that MaaS ensures that people more often use other means of transport than their own car, which is ultimately the most effective measure in the context of sustainability.

In addition, there are other objectives in the area of customer satisfaction (relieving passenger burden) and market development (affordability, market regulation) that determine the context of the MaaS pilots. All these aspects will be followed in the Monitoring & Evaluation process for the Framework Agreement and the Regional Pilot Projects.

3.4 (Effort) responsibilities of I&W and Local and Regional Authorities

The pilots are about gaining experience. Sharing data and working together is essential. The Ministry of I&W and the local and regional authorities realise that in order to get MaaS off the ground, constructive cooperation between all the market parties involved in the transport chain is necessary. Transport operators, MaaS providers and public authorities all benefit from a smooth data exchange in the chain of MaaS services, which will ultimately not be achieved without market regulation, control and supervision after the pilots. How this is to be given shape depends to a large extent on how MaaS will develop (in the pilots). This means a joint search and learning process for (representatives of) all parties.

In doing this, I&W and the local and regional authorities realise that a number of essential players in the transport chain and also in the chain of MaaS services have government-awarded monopolies, often under public law.

Appendix A: Administrative agreement of the public authorities, describes among other things what I&W and the local and regional authorities will commit themselves to in order to ensure a correctly organised market and the healthy development of MaaS services.

3.5 Rules of play for MaaS service providers

There are rules for the market parties involved in the development of the MaaS service provision.

The rules of the game apply to all market parties who wish to participate in the MaaS Framework Agreement and in the Regional Pilot Projects as a counterbalance to the government's efforts to achieve the correct market organisation and the healthy development of MaaS services. These Rules of the Game are included in the PoR (Appendix 2).

By submitting a subscription, the Subscriber declares acceptance of these rules.

These rules also apply throughout the duration of the MaaS Framework Agreement.

The golden rules are: that "parts can only be multiplied after sharing", that the focus is on the traveller and not the contracting authority: *"Do not do unto others what you do not wish done to yourself."*

The rules concern the following subjects:

- Protection of personal data;
- Openness and sharing of data;
- Contribute to, agree to and apply adopted standards;

- Security;
- Monitoring and evaluation.

The requirements for these subjects are set out in the relevant chapters in the PoR (Appendix 2).

3.6 Mini-competitions for Regional Pilots

Under the MaaS Framework Agreement, mini-competitions will be organised by local and regional authorities for the Regional Pilot Projects.

A PoR project will be included in the mini-competition file, setting out further requirements, in addition to the PoR to the Framework Agreement for the Regional Pilot in question. In a Project PoR, further requirements can also be set with regard to quality management and cooperation within a subscriber consortium.

All framework partners will be invited to participate in each mini-competition, it being understood that a framework partner who has already won three mini-competitions will not be invited to participate in any subsequent mini-competition. The maximum number of Further Agreements to be concluded per framework partner is three.

There is a wide 'scope' for local and regional authorities to design the procedure for a mini-competition. The framework agreement will allow a mini-competition to be shaped as one:

- competitive dialogue
- innovation partnership
- competition
- multi-winners procedure
- straightforward mini-competitions with one winner.

In all cases, the procedure will be fair, transparent and competitive.

Subscribers are free to strengthen themselves with subcontractors in their Mini Competition Subscriptions.

The award criterion in the Regional Pilot Projects will be: the best price/quality ratio. This will be detailed in the tender documents for the mini-competition in question.

3.7 Variants

The submission of variants of this invitation to tender is not permitted..

3.8 Change of scope

The Contracting Authority is in a rapidly changing and complex political field. Due to the economic situation and the political objectives, a change in the organisation, and therefore a change in the requirements, cannot be ruled out during the term of the Framework Agreements. In the event of a change or a shift in the requirements, a Renewal will take place.

Furthermore, the political-administrative reservation applies that the MaaS Framework Agreement can be terminated prematurely.

3.9 Renewal of the MaaS Framework Agreement

In a standard framework agreement, it is not possible to change the composition on the principal's side during the term of the agreement and it is not possible to increase the number of framework partners. Moreover, in the case of a framework contract concluded with several partners, it is complex to make improvements to, for example, the PoR during the term of the framework contract. However, this can be accommodated in the event of a possible renewal of the framework agreement.

The Contracting Authority wishes to stimulate a dynamic market in this area in which new service providers - including SMEs - are given the opportunity to develop services and in which all service providers are given the chance to offer their services at significantly lower transaction costs. The Contracting Authority also wishes that, if deemed necessary, progressive functional and technical insight into the service provision can be incorporated.

For these reasons, the Contracting Authority would like the MaaS Framework Agreement, which actually has a duration of almost four years, to be able to be renewed several times in the interim (e.g. once a year), during each Renewal:

- new service providers can subscribe for the MaaS Framework Agreement; and
- progressive insight by the Contracting Authority into the PoR, the MaaS Framework Agreement or other Requirements stipulated and on the basis of the Descriptive Document may be processed.

Any Renewal will be shaped in each case by the Contracting Authority in an open tendering procedure. If new service providers tender for a renewal, they shall be subject to the entire open tender procedure.

Current framework contractors wishing to continue only with the MaaS framework contract will be able to do so with the minimum of administrative burden.

The existing MaaS Framework Agreement will continue in so far as a Further Agreement has been concluded under the Framework Agreement. Otherwise, the old MaaS Framework Agreement will be terminated and replaced by the new MaaS Framework Agreement.

By submitting a Subscription, the Subscriber unconditionally agrees to the Renewal of the MaaS Framework Agreement as described in this Descriptive Document.

This tendering procedure will be carried out with due observance of European Directive 2014/24/EC, which has been implemented in the 2012 Public Procurement Act.

This tendering procedure began with the contract notice and the placing of this Descriptive Document on TenderNed and TED.

3.10 Public tender

The size of the contract is above the European thresholds. In view of the type of contract, the nature of the market and the number of potential subscribers, the European Public Procurement procedure has been chosen.

The Subscriber must realise that his or her Subscription is one-time and final. The European Public Proceedings does not allow for the conduct of negotiation interviews.

3.11 Schedule

The table below shows the schedule for the tendering procedure. The schedule is indicative and the Subscribers may not derive any rights from it. The Contracting Authority reserves the right to adjust the planning.

Activity	Date
Publication Descriptive document via TenderNed and TED	<Datum>
Information meeting	<Datum>
Submit questions (first round) up to	<Datum>, 12.00 uur
Sending Information Memo no later than (no later than 10 calendar days before submission of registration (art. 2.54 and 3.50c para 1))	<Datum>
Submit questions (second round) up to	<Datum>, 12.00 uur
Send Second Information Memo Note no later than	<Datum>
Closing Date Subscriptions	<Datum>, 12.00 uur
Assessment interviews	<Datum>
Notification 'intention to award'	<Datum>
Suspensive term (20 calendar days) no later than	<Datum>
Definitive award	<Datum>
Contract to no later than	<Datum>
Likely commencement date of MaaS Framework Agreement	<Datum>

3.12 Partnership

There are two ways to register cooperation with other Subscribers:

- As a Combination, in which each participant of the Combination declares to be jointly and severally liable for full and correct fulfilment of all obligations towards the Contracting Authority arising from the Tender, (Framework) Agreement and any Further Agreements. It must be stated who heads the Combination and may act as the responsible authorised representative vis-à-vis the Contracting Authority (Coordinator).

If notified as a Combination, the Combining parties must each submit the UEA separately.

In the case of financial data / minimum turnover / references, the data of the individual combining companies can be included in the calculation of the total company turnover and description of the references.

- In a principal contractor/sub-contractor construction, where the main contractor acts as the contracting party and is jointly and severally liable for the fulfilment of all obligations as well as for the obligations that are subcontracted. The Subscriber must indicate the share of the sub-contractor's expenditure and must also provide the contact details of the sub-contractor.

The Contracting Authority is entitled to exclude the Subscriber if the composition of the partnership is changed during the tendering procedure (after the Subscription has been submitted and before the Framework Agreement is concluded) without the Contracting Authority's prior written consent.

If the composition of the partnership changes during the term of the Agreement, the Contracted Party must obtain the Principal's prior written consent.

Companies can register independently, either as an individual company or in combination with one or more companies. A Combination is considered to be a single Subscriber. A company may not register more than once, whether in Combination or not.

If a company subscribes both independently and as a member of a Combination, the Contracting Authority will only assess the Combination's Subscription. The independent Subscriber will then be excluded from the tender.

A company which has either registered independently or as a member of a group may also register as a subcontractor for another Subscriber.

3.13 Group relationships

In principle, only one legal entity of a group may subscribe. However, more than one legal entity of a group can subscribe together in the form of a Combination. A group is defined as: a legal entity together with its subsidiaries within the sense of Section 24a of Book 2 of the Dutch Civil Code.

In the event of any conflict with the above, only the Subscription first received by the Contracting Authority will be considered. If it is not possible to determine which notification has been received first, drawing lots will decide.

3.14 Procedural regulations and requirements for the Subscription

3.14.1 Information

Questions about this tendering procedure or substantiated text suggestions regarding the Tender Documents must reach the contact person for this tendering procedure no later than the date stated in the schedule. The questions and text suggestions should be submitted via TenderNed to the question module.

The Contracting Authority reserves the right not to include suggestions for text in the Tender Documents, or to include them in an amended form. Text suggestions which, in the Contracting Authority's opinion, constitute a material change will not be accepted.

Questions or text suggestions that are not in the contact's possession on time (see planning in paragraph 3.11) or that are submitted in any other way as described will not be considered.

In order to implement the principle of equality, all questions, answers and any clarifications submitted will be published on TenderNed by means of an Information Memo anonymised no later than the date/time stated in the planning. The Contracting Authority will also state in the Information Memo whether and, if so, which changes have been made to the Tender Documents. After this phase, the text of the Tender Documents will be adopted.

The Information Memos form an integral part of the Tender Documents and take precedence over the Tender Documents in the event of any conflict. A subsequent Information Memo will prevail over an earlier Information Memo..

3.14.2 How to submit a Subscription

The Subscription must be submitted in TenderNed in good time, i.e. no later than <day, date> at <time> hours. See also the schedule in section 3.11.

Applications submitted after the closing date and time will not be evaluated. The risk of delay is for the Subscriber. Subscriptions that are not submitted via TenderNed will also not be assessed. **The Subscription can only be submitted via TenderNed!**

If a Potential Subscriber experiences a technical problem in TenderNed (e.g. fails to log in or submit your Subscription or upload documents), he may contact TenderNed's service desk,

available on working days via:

- Phone: (0800 - 836 33 76)
- E-mail: servicedesk@TenderNed.nl

Any delays due to, for example, the Internet connection of the Potential Subscriber are at the expense and risk of the Potential Subscriber.

In the event of a general TenderNed malfunction, the Contracting Authority reserves the right to postpone the time at which the Subscriptions are submitted. However, the Contracting Authority will not be liable for any malfunctions in TenderNed.

Note: Your Subscription will not be valid until the transaction code has been entered into TenderNed. This will place the Subscription in the safe. If necessary, you can - until the safe with Subscriptions closes - withdraw and change the Subscription. The Subscriber will receive a confirmation of submission of the Subscription.

Any delays due to, for example, the Internet connection of the Potential Subscriber are at the expense and risk of the Potential Subscriber.

3.14.3 Closing date for Subscriptions

The stated closing date (see schedule, paragraph 3.11) is a strict deadline. Applications received too late will not be considered. The risk and costs of late or incomplete receipt of the Subscription, regardless of the cause, lies with the Subscriber.

3.14.4 Opening of Subscriptions

Opening the digital safe in TenderNed, including the subscriptions received, will take place electronically as soon as possible after the closing date. All Subscribers will automatically receive notification in the form of an official notice of opening that the digital safe with subscriptions has been opened via TenderNed..

3.14.5 Classification of Subscriptions

The classification of the Subscription must be as follows:

Content		Instructions
1.	Tender letter	Legally signed
2.	Uniform European Procurement document	Appended UEA
3.	Essay with future vision	Max 6 A4 font arial, size 10) and including visuals)
4.	Essay describing MaaS context and problem	Max 6 A4 font arial, size 10) and including visuals)
5.	Plan of Action with notes on post-pilot revenue model	Max 10 A4 font arial, size 10) and including visuals)
6.	Privacy plan	Max 3 A4 font arial, size 10) and including visuals)
7.	Risk dossier with notes and mitigating measures	1 Excel format and max 2 A4 notes font arial, size 10) and including visuals)

A Subscription that does not comply with the above classification may be declared invalid by the Contracting Authority.

The elements of the Subscription do not exceed the maximum number of A4 pages indicated. Where the Subscriber provides more than the quantity of A4 requested for a particular part, only up to the maximum A4 pages specified will be evaluated.

3.14.6 Other conditions/requirements

Signature

The Subscription is signed by the person(s) who can validly represent the Subscriber's organisation for this tendering procedure or who is authorised to do so by means of a power of attorney signed by a legal representative of the Subscriber's organisation.

Term of validity

Partly in connection with the possibility of a legal relief procedure being lodged against the notification of the provisional award decision, the Subscriber must in any case maintain his Subscription for 120 calendar days from the closing date of the Subscription. Furthermore, in the event that such proceedings are instituted against the provisional award decision, the Subscription must in any event be maintained until 30 calendar days after the judgment or the withdrawal of the claim.

Communication

The Subscription and all other correspondence and communication relating to this tendering procedure, including correspondence and communication that takes place during the term of the Framework Agreements, must be in Dutch or English. The MaaS Framework Agreement and its appendices will be drawn up in the Dutch language. Translations must be provided by the Subscriber himself/herself at his/her own expense.

All communications relating to this tendering procedure must be made exclusively via TenderNed and must be addressed to the aforementioned contact persons. It is not permitted to have any other contact about this European tendering procedure with other employees of the Contracting Authority, unless express written permission to this effect has been received from a contact person. Non-compliance with this provision may lead to exclusion.

Termination of the tendering procedure

The Contracting Authority reserves the right to terminate the tendering procedure in whole or in part, temporarily or permanently, and not to award the contract. In such a situation, Subscribers will not be entitled to compensation for any loss or damage or to any costs incurred in connection with this tender procedure.

Subscription fee

The Contracting Authority will provide a Subscription fee of € 20,000 excluding VAT to all Subscribers invited to conclude the MaaS Framework Agreement. There is a maximum budget of € 200,000. If there is a risk that this budget will be exceeded, the individual Subscription fees will be reduced proportionally. Concretely: if 10 subscribers are invited to conclude the MaaS Framework Agreement, each subscriber will receive € 20,000, excl. VAT. If 20 Subscribers are invited to conclude the MaaS Framework Agreement, each Subscriber will receive € 10,000, excluding VAT.

Further explanations

The Contracting Authority may request the Subscriber to provide clarification and/or additional data and to check the information provided. The Subscriber must comply with such a request within five working days. If the requested information is not provided within the set period, the Contracting Authority may decide not to accept the Subscription.

The Contracting Authority may refuse to accept submitted documents if, in the Contracting Authority's opinion, they are incomplete, incorrect or not submitted on time.

Completeness and correctness of Subscription

It should be noted that it is the sole responsibility of the Subscriber to ensure that the Subscription is complete and correct. If at a later stage it turns out that incorrect and/or incomplete information has been provided, the Subscriber may be excluded from further participation.

Confidentiality

The Subscriber will observe strict confidentiality with regard to all confidential information known to it or to be known to it from the Contracting Authority or obtained in the context of the provision of the services, with the exception of information that is of a public nature.

It will not make the confidential information available to it available to third parties without the Contracting Authority's prior consent. He shall only disclose confidential information to his staff to the extent that this is necessary to make the Subscription or to perform services within the Agreement.

Contradictions, imperfections and/or objections

This document has been compiled with care. Should the Subscriber nevertheless encounter any contradictions or imperfections, the Subscriber must notify TenderNed in writing as soon as possible, but no later than the date and time on which the written questions must be submitted at the latest (see Section 3.12 'Schedule'), to the Contracting Authority, addressed to the Contact Person, stating the correction proposals and any substantiation. Any objections to (parts of) this document must also be made known by the Subscriber in writing, via TenderNed, as soon as possible, but in any event no later than the date and time on which the written questions must be submitted at the latest.

If it subsequently transpires that there are imperfections, contradictions and/or deficiencies in the tender documents and the Subscriber has not notified them, this cannot be attributed to the Contracting Authority.

Subscribers are expected to adopt a proactive attitude. This means that a Subscriber cannot validly invoke imperfections or contradictions that have not been raised by him within the aforementioned term, when this would have been reasonably possible. With regard to such imperfections or contradictions, a Subscriber is considered thereby to have exercised his rights.

In the event that a Subscriber has reported imperfections, contradictions and/or deficiencies to the Contracting Authority in a timely manner, but the Contracting Authority appears not to share the view that there are imperfections, contradictions and/or defects, or at least if the Contracting Authority does not make any adjustments or changes in this respect, the Subscriber is obliged to take further actions (e.g. legal relief proceedings) under penalty of (renewed) forfeiture of the right to lodge a legal complaint about these (possible) imperfections, contradictions and/or deficiencies (after Subscription).

Registration subject to conditions and/or reservation

The submission of a Subscription subject to conditions and/or reservations does not invalidate the Subscription as such. However, the Assessment Committee may reject such a Subscription, stating the reasons, if it is concerned that a condition or reservation violates an essential point in the Tender Documents.

Copyright

The Contracting Authority holds the copyright to the information provided by the Contracting Authority. Unless otherwise stated in the Copyright Act, nothing may be reproduced from the Tender Documents and/or information provided by the Contracting Authority (other than for the purpose of submitting a Subscription) by means of print, photocopy, microfilm or otherwise without the Contracting Authority's written permission. Nor may the Tender Documents and/or information provided by the Contracting Authority and/or parts and/or parts thereof be used for commercial purposes of any kind without the Contracting Authority's written consent.

The Contracting Authority respects the intellectual property of the Subscribers and will not publish or disclose the content of their Subscriptions to third parties without their approval. The Contracting Authority will process and assess the Subscription with its own staff, staff from local and regional authorities and contracted consultants. All employees involved have an obligation of confidentiality.

Changes in the situation of the Subscriber

The final Agreement resulting from this tendering procedure will be the result of all the information and documentation provided by the Subscriber and the Contracting Authority. The Subscriber guarantees that during the term of the contract, including any extension periods, his organisation has the necessary capacities, skills and resources to be able to meet the stipulated requirements and wishes. The Contracting Authority must be informed immediately of any substantial change in the situation of the Subscriber in order to meet these requirements.

Withdrawal

The Contracting Authority has the right to withdraw the tendering procedure for reasons of its own.

Termination of Framework Agreement

The Contracting Authority will be entitled to dissolve the Framework Agreement with the Contractor with immediate effect if it follows from a court decision that the award decision has been unlawful, that the Framework Agreement is invalid, or that the Contract must be retendered for whatever reason.

The Contracting Authority also reserves the right to terminate the Agreement in the event of incorrect and/or incomplete information and/or failure to comply with what has been offered by a Subscriber.

The Subscriber may not derive any claims against the Contracting Authority in respect of compensation for registration costs, loss of reference, loss of profit or other damage incurred or to be incurred in connection with this tendering procedure from a resolution to dissolve as referred to above.

Social conditions

Social conditions are not laid down in the tender of the MaaS Framework Contracts. The relevant local authority can impose social conditions during the mini-competition for a Regional Pilot.

Sustainability

Sustainability requirements or conditions are not stipulated in the MaaS Framework Agreement. During the mini-competition for a regional pilot project, the relevant local or regional authority can stipulate sustainability requirements or conditions.

Applicable law and disputes

The relationship between the Contracting Authority and the Subscriber is governed exclusively by Dutch law. The court in The Hague has exclusive jurisdiction to hear disputes regarding this tendering procedure, notwithstanding the fact that the Subscriber has the right to (first) submit a dispute to the Committee of Procurement Experts. The Contracting Authority will decide whether or not a dispute will result in the suspension of the procedure.

Intellectual property

The Contracting Authority will respect the existing intellectual property rights of the Service Providers..

3.15 Complaints procedure

The procedures and guidelines for submitting and dealing with complaints apply as described in Appendix 5, Appendix Complaints Protocol for Procurement.

4. Grounds for exclusion and suitability requirements

4.1 Uniform European Procurement document (UEA)

By means of the UEA, only the UEA is issued in the subscription phase of an open procedure for the Exclusion Grounds and the Suitability Requirements, without the need for further information (verification documents) to be provided by the Subscribers. The exceptions to this are references (1 per core competence). These must be added directly to the Subscription.

An UEA is attached (Appendix 4).

The Contracting Authority has the right (not the obligation) to request verification documents prior to the award of the contract. The invited Subscribers will then submit the verification documents referred to in this chapter at the Contracting Authority's first request within seven calendar days (with the exceptions referred to above). Failure to submit the verification documents in due time following a request to that effect may lead to exclusion.

NB: further verification may be carried out by a local authority as part of a mini-competition for a regional pilot project.

Note:

- The UEA must be completed and signed by an authorised officer of the Subscriber;
- The UEA will be completed by the contracting authority itself and appended to the contract notice.

4.2 Grounds for exclusion

The UEA under Part III lists the Grounds for exclusion that apply to this Tender. By signing an UEA, the Subscriber indicates that the aforementioned Grounds for exclusion do not apply to the Subscriber.

A Ground for exclusion is a knockout criterion that when it to the Subscriber, this will lead to exclusion.

In case of a subscription in Combination, the entire Combination is already excluded if any of the Grounds for exclusion applies to one or more members of the Combination.

If a Ground for exclusion applies to the Subscriber, the latter must indicate which facts have occurred or are occurring, the scope thereof and the measures taken by the Subscriber to prevent a repetition and to restore good faith. The Contracting Authority may refrain from applying (one of) the Grounds for exclusion for the reasons referred to in Article 2.88 of the Tender Act.

Verification document(s):

- Procurement Behaviour Statement (GVA)¹

¹ At the time of submission of the Subscription, the GVA is not older than 2 years. The GVA is a declaration by a competent authority (to be requested from the Ministry of Security and Justice, Dept Justis) that an investigation into the natural or legal person concerned does not raise any objections in connection with the tendering for public contracts, special sector contracts, public works concessions or design contests. More specifically, it concerns one or more declarations or certificates in accordance with Article 45 of Directive 2004/18/EC of the European Parliament and of the Council. Foreign subscribers are required to provide a similar declaration from their country of origin. If such a document is not issued by the country concerned, the said certificate of conduct may be replaced by a declaration on oath made by the subscriber before a notary.

- Extract from the Trade Register. This is not older than 6 months at the time of submission of the Subscription.
- Statement by the Tax and Customs Administration on payment behaviour. This is not older than 6 months at the time of submission of the Subscription.

Note: a Local or Regional Authority which organises a mini-competition under the Framework Agreement has the right to verify the applicability, if any, of the Grounds for exclusion of the Subscribers in the mini-competition..

4.3 Suitability requirements

The UEA under Part IV contains the Suitability Requirements for the MaaS Framework Agreement that apply to this Tender.

By signing the UEA and adding the UEA to the Tender, the Subscriber declares that it meets all the above requirements for suitability.

A fitness requirement is a knockout criterion. Failure to meet a requirement for suitability will lead to exclusion.

Suitability requirements		
	Description	
Economic and financial viability (art. 2.90, 2.91, 2.92 Aw 2012)	GE1	Liability insurance against business risks.
	GE2	Liability insurance against professional risks.
Technical and/or professional competence (art. 2.87, 2.93, 2.94, 2.95 Aw 2012)	GE3	References (1 reference per core competence below), see GE3.1 to GE3.4.
	GE3.1	Demonstrated expertise in at least the following 4 MaaS functions: 1 (personal aspects and preferences), 2 (Planning), 4 (Travel), 7 (Payment).
	GE3.2	Demonstrated operational experience and knowledge in working with a digital platform.
	GE3.3	Demonstrated operating by 'privacy by design'. Will also be checked against submitted privacy plan.
	GE3.4	Demonstrated commitment to chain collaboration.

Please note: there is no urgent procedure for applying for the RSA. This means that if you are not already in possession of a valid GVA, you must apply for it on time and not wait until the intended award decision has been sent. The lead time is usually 4 weeks (if the applicant is a natural person) or 8 weeks (if the application is a legal entity).

More information about the RSA can be found at :<http://www.justis.nl/Producten/gedragsverklaringaanbesteden/>

Quality standards (art. 2.96 Aw 2012)	GE4	Quality assurance system.
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5. Assessment procedure and award criteria

5.1 General

The Contracting Authority has set up an evaluation committee for this tendering procedure, which is responsible for the process of awarding the contract. The Assessment Committee consists of expert members. The Assessment Committee draws up the award recommendation and record of contract awards and submits it to the responsible manager of the Contracting Authority for approval.

5.1.1 Assessment process

The Subscriptions will be assessed as follows:

- Firstly, validity, completeness, formal requirements and the other conditions and requirements (Chapter 4).
- Secondly, in terms of Suitability requirements for lot 2 (paragraph 4.3) with due observance of the provisions in paragraph 5.1.
- Thirdly, in terms of Requirements (Section 5.2).
- Fourthly, the award criterion of quality and the associated sub award criteria (Section 5.3). Each Subscription complies to a certain extent with the provisions of the Descriptive Document. The Submission will be assessed per sub award criteria. The final assessment must on average be 'more than satisfactory' (a minimum of 63 points, see section 5.3.1) and may not be less than the minimum score indicated.

5.1.2 Individual assessment of sub award criteria

Each member of the Assessment Committee carefully prepares the assessment and first examines the received Subscriptions individually, taking into account the assessment method included in this Descriptive Document.

The members of the Assessment Committee give an individual score of 5 to 9 for each award criterion, taking into account the points for attention.

9 = excellent

8 = good

7 = more than sufficient

6 = sufficient

5 = insufficient

and provide each digit with a brief commentary (based on points for attention where necessary).

The assessment is absolute and therefore not relative.

The allocation of a figure is not broken down according to the level of any points for attention.

The assessment reports of the individual members of the Assessment Committee are individual notes of the relevant officers. The notes are part of the preparation of the assessment. No report will be made of the preparation of the assessment and individual records will not be made available.

5.1.3 Explanatory interviews

The assessment committee then conducts an information interview with the individual subscribers.

First, the Subscriber will be given 20 minutes to explain his or her Subscription (s).

The members of the Assessment Committee then have 40 minutes to ask critical questions relating to the content and persuasiveness of the Subscriber. The members of the Assessment Committee make individual notes.

No report is made of the appraisal interviews.

The individual points awarded and the individual comments of the members of the Assessment Committee form the basis for the further assessment of the committee.

5.1.4 Discussion in a consensus meeting of the Assessment Committee

After the individual examination of all the Subscriptions, a plenary session will be held with all the assessors, during which the assessment will be evaluated against the sub award criteria and the score results. The scores awarded by the individual members are discussed, so that they are given the opportunity to explain the score they have awarded and to correct any incorrect interpretations and/or errors in their assessment.

The final score for each sub award criterion is then divided by the total count of the individually awarded scores by the number of members of the assessment committee, whereby the assessment team speaks with one voice and thus arrives at one final assessment grade for each sub award criterion.

Unlike the individual assessment, the assessment is rounded off to one decimal place.

The Assessment Committee awards each of the marks unanimously. In the event of a difference of opinion within the committee on the allocation of a mark, vies will be exchanged until unanimity has been reached.

A report will be drawn up verbally of the entire process of evaluating the Subscriber.

5.2 Programme of Requirements

The Programme of Requirements (appendix 2) contains the Requirements for the service.

By submitting a Subscription, the Subscriber declares compliance with the Requirements.

Please note: Subscriptions that do not unconditionally comply with the requirements can be discarded, stating reasons.

5.3 Sub-award criteria

This section contains the sub-award criteria.

The sub award criteria are set out in the table below, together with the minimum points to be obtained for each sub award criterion and the part of the Tender that will be assessed for this purpose.

	Sub-award criteria	Minimum score	Basis for assessment
1.	The Essay and the Action Plan are assessed in conjunction in terms of the extent to which the subscriber has demonstrated that he has a vision on marketing that shows, among other things, that the target groups of MaaS are well understood by the subscriber. In addition, the extent to which the Action Plan shows that the revenue model will be successful is also assessed.	7.0	Essay with future vision Plan of Action
2.	The Essay and Action Plan are assessed in conjunction in terms of the extent to which the subscriber has demonstrated that it has knowledge of behavioural change and persuasion to be able to attract and retain a substantial number of customers with MaaS services and to quickly scale them up nationally. In addition, the extent to which the Action Plan demonstrates the success of the proposed measures is also assessed.	7.0	Essay with future vision Plan of Action
3.	The Essay and Plan of Action are assessed in conjunction in terms of the persuasiveness of the way in which the MaaS service will be created, with the steps to be taken in product development. In addition, the extent to which the Action Plan demonstrates that the proposed approach will be successful is also assessed.	7.0	Essay with future vision Plan of Action
4.	The Essay and Action Plan are assessed in conjunction in terms of the degree to which the end-user is relieved of his or her worries.	7.0	Essay with future vision Plan of Action
5.	The Essay will be assessed in terms of the extent to which the tenderer has demonstrated that it has a thorough understanding of the Dutch public transport system.	6.0	Essay context and problem

6.	Essay will be assessed on the basis of the extent to which the subscriber has demonstrated its ability to penetrate the social support (WMO) transport market.	6.0	Essay context and problem
7.	The Action Plan is assessed in terms of the extent to which it has been demonstrated that the solution can be easily scaled up nationally, with - attention to the robustness of the technology to be used, and - the need for innovation.	6.0	Plan of action
8.	The risk file is assessed for completeness, professionalism and the extent to which the proposed risk management is convincing and it appears that the approach is sufficiently flexible.	7.0	Risk dossier
9.	The privacy plan will be assessed for completeness and the extent to which the subscriber demonstrates that he or she is taking the appropriate measures to safeguard privacy.	7.0	Privacy plan
TOTAL		63	

5.4 Establishing the assessment of the Subscriptions

The assessment is made on the basis of expert judgement.

All subscribers for which it has been established that the subscriber:

- is not excluded; and
- meets the eligibility requirements; and
- his subscription has been assessed as valid; and
- meets the requirements; and
- scores at least 63 points overall; and
- scores no lower per sub-section for a sub-award criterion than indicated in paragraph 5.3.

are invited for the conclusion of the Meuse Framework Agreement.

5.5 Verification

The Assessment Committee will determine whether a verification of the Subscriptions is necessary. If this is the case, the Assessment Committee will determine which points must be verified with the relevant Subscriber, or which documents or further information the Subscriber must be put on the table. It also determines which questions still need to be clarified and which points still need to be reconciled.

If, during the verification, the Contracting Authority finds that the subscription contains incorrect information or that there are insurmountable objections on other points, the Contracting Authority will no longer accept the subscription.

5.6 Intention to award

Simultaneously with the publication of the communication of the provisional award decision to the invited Subscribers, the rejected Subscribers will be informed of the decision. They will receive a letter of rejection setting out the reasons for the rejection and the announcement of the envisaged award to the invited Subscribers. Further information can be obtained from the Principal by any interested party.

Pursuant to Section 2.128 of the 2012 Public Procurement Act, notification of the award decision does not imply acceptance of an offer by the winning Subscriber.

If a Subscriber does not agree with the intended award decision, he must have lodged a legal relief procedure within 20 calendar days after the decision was sent. This period is an expiry period. This means that if the Subscriber has not actually lodged such an action within 20 calendar days after the decision was sent, he can no longer object to the decision in or out of court and a Subscriber will have exercised his rights in this respect. In the aforementioned case, the rejected Subscribers have equally exercised their rights in (legal) proceedings to establish a claim for damages. Thereafter, the winning Subscribers will in principle be awarded the contract and the Agreement will be concluded with them. If a legal relief procedure has been lodged with the civil court within the aforementioned period, the pending decision will then form the basis for the Contracting Authority's further decisions on the award of the contract.

Appendices

- A. The following appendices are inextricably bound to this Descriptive Document and have been added separately:
 - 1. Appendix: Draft MaaS Framework Agreement
 - 2. Appendix: Programme of Requirements (PoR)
 - 3. Appendix: List of definitions
 - 4. Appendix: Uniform European Procurement Document (UEA).
 - 5. Appendix: Complaints protocol for public procurement

The following appendices are attached for information purposes and do not have binding effect in the call for tenders and within the Framework Agreement.

- A. Appendix: Draft Government Administrative Agreement
- B. Appendix: Letter from the ministers of I&W to the House of Representatives, dated 25 June 2018, reference I&W/BSK-2018/130232.
- C. Descriptions of the Regional Pilot Projects