

Ministry of Infrastructure
and Water Management

> Return address Postbus 20901 2500 EX Den Haag

Bestuurskern

Dir.Wegen en
Verkeersveiligheid
Smart Mobility

Den Haag
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Pertaining to	Safety Priority services
According to	European tender procedure by virtue of the competitive dialogue
Reference no.	TN 311965
Date	5 May 2021
Version	1.0

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	Bladwijzer niet gedefinieerd.	
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2 Definitions

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Supplementary to the definitions set down in the Dutch Tender Act of 2012 the following definitions apply:

AW 2012 / Tender Act 2012

Act of 1 November 2012, comprising regulations regarding tender procedures.

Appendix/Appendices

Annex to this Tender Document which is an integral part thereto.

Award Criteria

The Award Criteria of IenW will be based on the Most Economically Advantageous Tender (MEAT). This means that IenW will assess both price and quality. The Award Criteria will be fleshed out in terms of wishes and the price. The wishes will be determined during the dialogue process and worked out into sub award criteria.

Combination

Cooperative of entrepreneurs, formed for the purpose of providing the supplies and/or services requested in this tender procedure. A Combination submits a single, joint Proposal.

Combination Member

The legal body or natural person that forms part of a Combination.

Contracts

Written contracts entered into with the Future Partners that are selected in this tender process, covering the provision of the supplies and/or services requested by IenW.

Contractors

The winning Future Partners with which Principal enters into a Contract within the context of this tender process.

Descriptive Document

The document at hand, outlining and explaining the competitive dialogue procedure including the Grounds for Exclusion and the Suitability Requirements.

Expression of Interest

In the Appendix 'Expression of Interest', the Future Partner indicates that it meets the provisions pertaining to the Grounds for Exclusion and Suitability Requirements.

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Grounds for Exclusion

The grounds for exclusion from participation (Clauses 2.86 and 2.87 Aw 2012).

Future Partner

A legal entity that submits an Expression of Interest requesting to participate in this procedure via the competitive dialogue.

GP / Guidelines regarding Proportionality

The guidelines as published in the Government Gazette 2020, nr. 30657 substantiating the proportionality principle as referred to in Articles 1.10 third paragraph, 1.13 third paragraph and 1.16 third paragraph of the 2012 Tender Act.

Information Memorandum

Document containing the answers to questions from Future Partners and/or any explanations of the Descriptive Document, the Mandatory Forms or any other Tender Document(s). The Information Memorandum constitutes an integral and binding part of this tender process.

Mandatory Forms

Appendix to the Descriptive Document, in which Future Partner needs to agree to terms and conditions and respond to requirements and questions.

Principal

The Kingdom of the Netherlands, represented by the Minister of Infrastructure and Water Management (abbreviated as 'IenW'), entering into Contracts with one or more Contractors within the context of the tender process.

Proposal

The proposition submitted by a Future Partner (only relevant in Phase 17 of this procedure).

Suitability Requirements

The requirements that form the basis for assessing a Future Partner's suitability to perform the assignment. An Expression of Interest that does not meet a Suitability Requirement will be considered invalid.

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Tender Document(s)

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Every document published or made available to Future Partners by IenW for the purpose of this competitive dialogue procedure.

3 Preface

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The Dutch Ministry of Infrastructure and Water Management (IenW), by means of its executive agency Rijkswaterstaat, organized a market consultation in 2020 on traffic jam ahead warnings (collision ahead) on roads in the Netherlands where existing road side warning systems are absent (published 2020/S 129-316408).

Inspired by said market consultation IenW has decided to issue this acquisition via the so-called competitive dialogue with negotiation as defined in article 29 of the European procurement directive 2014/24 EC (which article was implemented in paragraph 2.2.1.4 of the Dutch Aanbestedingswet 2012 (articles 2.28 and 2.29)). The indications provided in this document serve to support private enterprise in their decision to put time and effort in participating in this procedure.

Please note that although participation might strike one as arduous, IenW will be eliminating phases contingent upon progress made during the various sessions.

Ambition IenW

The ambition of IenW is substantial; to achieve enduring system innovations in traffic management and individualized traffic information as a result of cooperation with a limited number of suitable private enterprises that already have a considerable impact/footprint in the Netherlands. Footprint meaning: an existing provisioning of digitally enabled services to a substantial user volume on a regular, day to day basis. Hereinafter branded “Future Partners”.

4 Scope

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The aim of this action is the wide spread dissemination of safety-related events or conditions on the following topics:

- 1 Traffic jam ahead warnings;
- 2 Emergency vehicles approaching;
- 3 Safety Related Traffic Information¹;
- 4 Traffic laws (*for instance signage, dynamic road instructions regarding maximum speeds, use of lanes, mandatory routes and so forth*).

The information provided on the road safety-related events or conditions shall include the following items:

- a) location of the event or the condition;
- b) the category of event or condition and, where appropriate, short description of it;
- c) driving behaviour advice, where appropriate.

The information needs to be withdrawn if the event or condition cease to subsist, or shall be modified if there is a change in the event or condition.

Additionally, lenW stresses the need for a sufficient level of quality and trust in information provisioning and data exchange and wishes to explore and/or agree on the measures that need to be organised in the data chain and organization between Future Partners. For instance, the requirements related to the data provisioning from the trusted neutral party the National Data Warehouse (NDW).

These services need to comply with all applicable laws and regulations in the Netherlands (including applicable European regulations).

After (or during) the implementation of the information items listed above, lenW would also like to realize more system innovations targeted at improving the traffic flows via intelligent solutions (for instance smart routing).

¹ Commission Delegated Regulation (EU) No 886/2013 of 15 May 2013 supplementing Directive 2010/40/EU of the European Parliament and of the Council with regard to data and procedures for the provision, where possible, of road safety-related minimum universal traffic information free of charge to users ([link](#))

Budget

Please note that the estimated value of this tender procedure of 15 million Euro represents the maximum budget available to lenW to realize the ambition to fund this process includes funding the data provisioning from the trusted third party NDW. Appropriate funding of the various solutions engineered during dialogue will be the base for submitting proposals. The awarding criteria published in the TED (quality 80% and price 20%) are indicative only and will also be toned to the various solutions presented during the dialogue.

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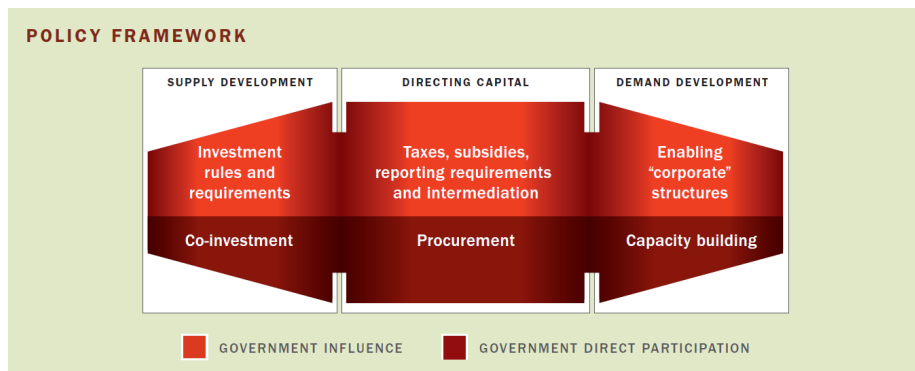
Justification for the competitive dialogue

This specific procedure allows lenW and the preferred Future Partners to commence a dialogue on the scope of the desired system innovations in traffic management services (short and long term) as well as the underlying (individual) use cases and business cases.

lenW has a comprehensive understanding of the differences between the preferred Future Partners that will be eligible to participate in this procedure. However, bilateral discussions are necessary to define, together with the Future Partners, the scope of the system innovations, the resources necessary to achieve them and, consequently, the applicable requirements and roadmaps.

To enhance the success rate of this procedure it is necessary that the Future Partners allocate sufficient human resources. For this reason, lenW will remunerate the Future Partners for the participation in this procedure (to the total maximum of 10K Euro excluding VAT per partner). This remuneration only applies to Future Partners that have been selected in Phase 5.

The outcome of this procedure can be diverse. Some Future Partners may require an initial fixed public co-investment while other Future Partners might call for a long-term contract or risk participation. As far as lenW is concerned the figure below illustrates the various means and roles that are open for debate during this procedure:



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Figure from: Impact Investing, January 2011

The model is a straight forward framework describing a number of actions lenW can commence to achieve social impact (for instance in achieving road safety).

The reason to include this figure is to demonstrate that, although the dawning of this procedure is focussed on procurement (read: awarding contracts), the (partial) outcome might be that other actions (than a contract) are agreed upon to be more effective. For instance, a co-investment to include a new functionality not already available in the portfolio of a Future Partner and/or a Service Level Agreement on the data provisioning of the NDW. If another action (than a contract) is preferable, lenW intends to do so without initiating competition.

High-level illustration of the desired outcome of this procedure

The Ministry of Infrastructure and Water Management seeks Future Partners that, collectively, will provide all (albeit in a different pace) safety priority services listed above to road users while driving on the Dutch national, regional en local roads.

The solutions lenW seeks (in the short and long term) are all focussed on:

- 1) Increasing traffic safety by giving more and accurate realtime traffic safety information to road users, regardless the car brand they drive or app they use (like apps and onboard units/in dashboard information systems);
- 2) Improving traffic flows.

5 Foreseen structure of the competitive dialogue

The picture below, and the narration beneath, demonstrates how lenW intends to structure the dialogue procedure. Suggestion(s) to improve are welcome at any time during the procedure. The outcome should be more important to the Future Partners and lenW than the process itself (within the boundaries of applicable rules and regulations in the Netherlands).

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FORESEEN STRUCTURE COMPETITIVE DIALOGUE

PHASE 1	PUBLICATION TENDER NOTICE
PHASE 2	ONE (1) ROUND OF QUESTIONS AND ANSWERS ON THIS DOCUMENT
PHASE 3	SUBMISSION AND EVALUATION OF EXPRESSIONS OF INTEREST
PHASE 4	OPTIONAL: STANDSTILL PERIOD IF COMPLAINTS ARE RECEIVED
PHASE 5	FIRST ROUND OF BILATERAL ONLINE MEETINGS TO DISCUSS SCOPE(S)
PHASE 6	EVALUATION INPUT FUTURE PARTNERS AND DISSEMINATION OF FIRST DRAFT SCOPE(S)
PHASE 7	SECOND ROUND OF BILATERAL ONLINE MEETINGS TO DISCUSS FIRST DRAFT SCOPE(S)
PHASE 8	EVALUATION INPUT FUTURE PARTNERS AND DISSEMINATION OF SECOND DRAFT SCOPE(S)
PHASE 9	DISSEMINATION FIRST "BLUE PRINT(S)" (RFP VERSION(S) 0.8)
PHASE 10	ONE ROUND OF BILATERAL ONLINE MEETINGS BASED ON RFP VERSION(S) 0.8
PHASE 11	DISSEMINATION RFP VERSION(S) 0.9
PHASE 12	ONE ROUND OF BILATERAL ONLINE MEETINGS BASED ON RFP VERSION(S) 0.9
PHASE 13	DISSEMINATION RFP VERSION(S) 1.0
PHASE 14	IF NEEDED: TWO (2) ROUND OF QUESTIONS AND ANSWERS
PHASE 15	DEADLINE TO SUBMIT PROPOSALS
PHASE 16	EVALUATION OF PROPOSALS
PHASE 17	PRELIMINARY AWARD DECISIONS
PHASE 18	MANDATORY STANDSTILL PERIOD
PHASE 19	AWARDING PROPOSALS

Phase 1: Publication competitive dialogue

Publication in the OJEC (TED) via TenderNed. Please note that TenderNed is only being used for publication of the notice of this procedure and for the publication of awarded proposals (TenderNed does not facilitate the competitive dialogue process between these two publications).

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Phase 2: One (1) round of questions and answers on this Descriptive Document

Interested Future Partners will be allowed to ask questions on this document. Given the fact that IenW will be drafting scope (and subsequent all other requirements, preferences, relevant topics, evaluation methodology and criteria and so forth) together with Future Partners during the dialogue, it is anticipated that these questions will, primarily, focus on the applicable Suitability Requirements (see chapter 9). **Questions shall be submitted to the following dedicated e-mail address only:**
samenwerkingserviceproviders@minienw.nl

Phase 3: Submission and evaluation of Expressions of Interest

After receiving the Expressions of Interest (via e-mail) IenW will evaluate them on compliance with the Suitability Requirements. Eligible (and non-eligible) Future Partners will be informed of the outcome of this evaluation (eligible or not) by e-mail.

Phase 4: optional: standstill period if complaints are received

Non-eligible Future Partners might disagree with the decision of IenW. In such a case a standstill period might be necessary to settle the dispute in court.

IenW shall, prior to commencing phase 5, issue a document to the Future Partners in order to structure the first round of bilateral online meetings.

Phase 5: first round of bilateral online meetings to discuss the scope(s)

Based on the insight gained during the market consultation listed in the preface, it is envisioned that for each of the Future Partners (based on their roadmaps and business cases) tailor made propositions have to be developed during this dialogue procedure. Future partner A might already have functionality in their systems but requires funding for large scale usage. While Future Partner B might need to develop functionality and/or needs adjustments in traffic management rules and regulations.

As a consequence, different propositions (each with their own scope) might be developed during this procedure. For instance, two (2) or three (3) scopes (maximum 5 or 6) that, combined, result in the desired system innovations in traffic management services (short and long term).

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Phase 6: evaluation input Future Partners and dissemination of first draft scope(s)

Based on the outcome of phase 5, lenW will draft a document describing a first draft of the scope(s). The purpose of this first draft is to funnel the (various) scope(s). It is anticipated that it will contain one (1) generic overall high-level impression on the (various) scope(s) and, in more detail, the input received from each Future Partner. The latter will not be disclosed to all Future Partners in this procedure but only to the relevant Future Partner(s) that have interest in the distinct first scope.

Phase 7: second round of bilateral online meetings to discuss the first draft scope(s)

This second round of bilateral online meetings serves to receive input on both the generic overall high-level impression on the (various) scope(s) and, in more detail, the input received from each Future Partner. It also functions to discuss a potential gap analysis between the various scopes and the ambition(s) of lenW and farther funnelling.

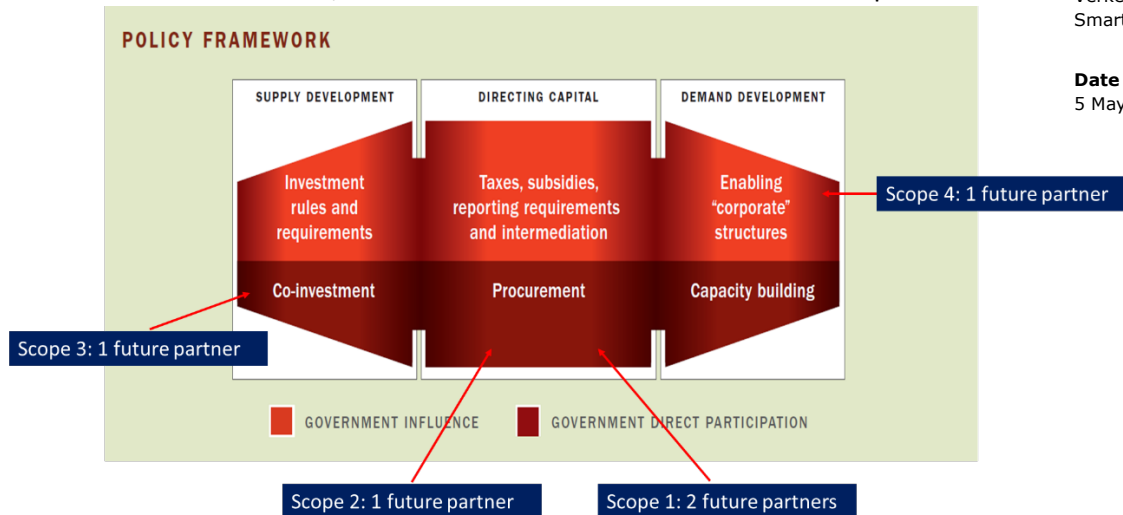
Phase 8: evaluation input Future Partners and dissemination of second draft scope(s)

Based on the outcome of phase 7, lenW will draft a document describing a second draft of the scope(s). The purpose of second draft is enhance the (various) scope(s) containing, again, one (1) generic overall high-level impression on the (various) scope(s) and, in more detail, the input received from each Future Partner. The latter will not be disclosed to all Future Partners in this procedure but only to the relevant Future Partner(s) that have interest in the distinct second scope.

Please note: the outcome of this phase 8 might be that some potential proposition(s) do not require a contract but, for instance, legitimate state aid or adjustment(s) in applicable traffic management regulations.

In such a case made-to-measure procedure(s) will be proposed by lenW in order to facilitate a successful outcome (the desired system innovations in traffic management services in the short and long term) without further competition

To illustrate this, we have included a fictional outcome in the picture below:



In this fictional outcome, scope 3 and 4 will be redirected to another process considering the fact that a contract is not the desired outcome for these two (2) scopes. And that scopes 1 and 2 will become separate processes within the dialogue process.

Phase 9: dissemination "first blue print(s)" (RFP version(s) 0.8)

In this phase the Future Partners where contracts are foreseen will receive a first blueprint of the scope of the services including a first attempt to define the services in terms of requirements and a number of standard topics like, for instance;

- 1) Fair Financial model;
- 2) Adequate governance model;
- 3) Fair risk management model;
- 4) Adequate migration(s) processes;
- 5) Adequate service levels;
- 6) Adequate quality assurance requirements;
- 7) Adequate social and environmental requirements.

This blueprint serves as a document to facilitate phase 10.

Phase 10: one round of bilateral online meetings based on RFP version(s) 0.8

The bilateral online meetings serve to discuss and enhance the RFP document version(s) 0.8.

Phase 11: dissemination of RFP version(s) 0.9

The new RFP version will reflect the outcome(s) of the online meetings in phase 10 and will add a first attempt on the following topics:

- 1) Fair contractual model including applicable GDPR articles;
- 2) Adequate best value for money criteria;
- 3) Fair evaluation methodology.

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Phase 12: one round of bilateral online meetings based on RFP version(s) 0.9

The bilateral online meetings serve to discuss and enhance the RFP document version(s) 0.9.

Phase 13: dissemination of RFP version(s) 1.0

The new RFP version will reflect the outcome(s) of the online meetings in phase 12 and will be the basis for the Future Partners to submit a proposal.

Phase 14: if needed: two (2) rounds of questions and answers

Depending on the modifications made in RFP version(s) 1.0 compared to RFP version(s) 0.9, one or two rounds of answers and questions might be necessary. If not necessary, it will save time and effort. However, all Future Partners need to agree in writing if this phase 14 is left out.

Phase 15: deadline to submit proposals

Alike ordinary public tenders, there is a deadline to submit a binding Proposal.

Phase 16: evaluation of the proposals

This will be done based on the standard rules applicable in Aw 2012.

Phase 17: preliminary award decision(s)

Alike ordinary public tenders, there is always a preliminary award decision unless there is only one (1) proposal received.

Phase 18: mandatory standstill period

Alike ordinary public tenders, there is always a mandatory standstill period of 20 calendar days unless there is only one (1) proposal received.

Phase 19: awarding proposals

Sanguine expectations: enough to realize the desired outcome of this procedure.

6 Contacts

The contacts for this tender process are:

First contact	Deputy contact
Raymond Visser	Saskia Luxen
FIC-UDAC-FenI department	FIC-UDAC-FenI department
raymond.visser@minienw.nl	Saskia.luxen@minienw.nl

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7 Description of the organisation

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Description of the Ministry of Infrastructure and Water Management

The Ministry of Infrastructure Water Management focuses on liveability and accessibility, with a good circulation of persons and goods in a clean, sustainable and safe environment. The Ministry of Infrastructure and Water Management is working on strong connections by road, rail, waterways and air links. It protects against flooding and improves the quality of air and water. The Ministry is developing innovative policy to that end and ensures that this policy is implemented and enforced. Smooth, safe and liveable: that is the Ministry of Infrastructure and the Environment.

In this tender procedure lenW also operates on behalf of Rijkswaterstaat as well as local and regional authorities. For more information on the Ministry of Infrastructure and the Environment, please refer to the website: <http://www.government.nl/ministries/>.

Sustainability

In all its purchases, lenW wishes to enforce requirements regarding sustainability. This will provide a solid impetus to the sustainable products and services market, while the government sets a good example as one of the major customers. For many product groups to be procured, lenW conforms to the sustainability criteria formulated by the Netherlands Enterprise Agency (RVO).

Sustainability criteria will be formulated during the dialogue process.

Social terms and conditions

The government wishes products and services it procures to be fair. For example, without anyone being exploited and without child labour. The Social Terms and Conditions that will be defined during the dialogue process shall be aimed at fostering international labour standards and human rights.

Social terms and conditions will be formulated during the dialogue process.

Changes in scope

The political field in which lenW operates is complex and in a state of flux. Because of the economic situation and tasks imposed by politics, a change in the organisation and consequently a change in its needs cannot be ruled out during the tender process.

Scheduling

The tender schedule below is provisional. The first thirty (30) day period is mandatory (as well as the twenty (20) day period in phase 18). IenW anticipates to trim the time table during the dialogue process as much as possible in order to retain attention, focus and minimize the efforts needed for successful results by all participants involved.

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PROVISIONARY TIME TABLE COMPETITIVE DIALOGUE (2021)

PHASE 1	PUBLICATION TENDER NOTICE	WEDNESDAY MAY 5
PHASE 2	ONE (1) ROUND OF QUESTIONS AND ANSWERS ON THIS DOCUMENT	WEDNESDAY MAY 19
PHASE 3	SUBMISSION AND EVALUATION OF EXPRESSIONS OF INTEREST	SATURDAY JUNE 5
PHASE 4	OPTIONAL: STANDSTILL PERIOD IF COMPLAINTS ARE RECEIVED	P.M. (WITH EFFECT ON THE REST OF THE PROCESS)
PHASE 5	FIRST ROUND OF BILATERAL ONLINE MEETINGS TO DISCUSS SCOPE(S)	WEDNESDAY JUNE 9 AND THURSDAY JUNE 10
PHASE 6	EVALUATION INPUT FUTURE PARTNERS AND DISSEMINATION OF FIRST DRAFT SCOPE(S)	FRIDAY JUNE 11
PHASE 7	SECOND ROUND OF BILATERAL ONLINE MEETINGS TO DISCUSS FIRST DRAFT SCOPE(S)	WEDNESDAY JUNE 16 AND THURSDAY JUNE 17
PHASE 8	EVALUATION INPUT FUTURE PARTNERS AND DISSEMINATION OF SECOND DRAFT SCOPE(S)	FRIDAY JUNE 18
PHASE 9	DISSEMINATION FIRST "BLUE PRINT(S)" (RFP VERSION(S) 0.8)	WEDNESDAY JUNE 23
PHASE 10	ONE ROUND OF BILATERAL ONLINE MEETINGS BASED ON RFP VERSION(S) 0.8	TUESDAY JUNE 29 AND WEDNESDAY JUNE 30
PHASE 11	DISSEMINATION RFP VERSION(S) 0.9	WEDNESDAY JULY 7
PHASE 12	ONE ROUND OF BILATERAL ONLINE MEETINGS BASED ON RFP VERSION(S) 0.9	MONDAY JULY 12 AND TUESDAY JULY 13
PHASE 13	DISSEMINATION RFP VERSION(S) 1.0	WEDNESDAY JULY 14
PHASE 14	IF NEEDED: TWO (2) ROUND OF QUESTIONS AND ANSWERS	WEDNESDAY JULY 21 /WEDNESDAY JULY 28
PHASE 15	DEADLINE TO SUBMIT PROPOSALS	MONDAY AUGUST 9
PHASE 16	EVALUATION OF PROPOSALS	TUESDAY AUGUST 10 – THURSDAY AUGUST 12
PHASE 17	PRELIMINARY AWARD DECISIONS	THURSDAY AUGUST 12
PHASE 18	MANDATORY STANDSTILL PERIOD	UNTIL WEDNESDAY SEPTEMBER 1
PHASE 19	AWARDING PROPOSALS	AS SOON AS POSSIBLE

Cooperatives

There are two (2) options for submitting an Expression of Interest in collaboration with other Future Partners:

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- 1) As a Combination, whereby each participant in the Combination declares to be severally liable for full and proper performance of all obligations towards lenW when submitting a Proposal in Phase 17.

The Expression of Interest must state who is in charge of the Combination and who is authorised to act as responsible representative towards lenW (Representative).

If an Expression of Interest is submitted as a Combination, each individual Combination participant must provide an Expression of Interest.

With regard to the Suitability Requirements the data of the individual Combination participants may be taken into account in the calculation of the total company turnover and the description of the references.

- 2) As a main contractor / sub-contractor construction, whereby the main contractor shall act as the contract party and is severally liable for performing all obligations, including the sub-contracted obligations. The Future Partner must specify which component it plans to subcontract and provide the contact details of the sub-contractor.

lenW is entitled to exclude a Future Partner if the composition of the cooperative is changed during the tender procedure (after submission of the Expression of Interest and prior to entering into the Contract) without prior permission in writing from lenW.

The Contractor must obtain prior permission in writing from the Principal for any changes in the composition of the cooperative during the term of this tender procedure.

Companies may apply (by submitting an Expression of Interest) independently, i.e., as an individual company, or as a Combination comprising one or more companies. A Combination is regarded as one

Future Partner. A company may only apply once, in a Combination, in a main contractor / sub-contractor construction or otherwise.

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If a company applies both independently and as a member of a Combination, lenW will only assess the Expression of Interest submitted by the Combination. The independent Expression of Interest will be excluded from the procedure.

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A company that applies independently or as a member of a Combination may not apply as a sub-contractor. If a company applies both independently or as a member of a Combination and as a sub-contractor, lenW will only assess the Expression of Interest submitted by the Combination or the independent Expression of Interest. The Expression of Interest submitted as a sub-contractor will be excluded from the tender procedure.

Group relations

In principle, only one legal body from a group may submit an Expression of Interest. A number of legal bodies from a group may submit an Expression of Interest together as a Combination. A group is understood to mean: a legal body together with its subsidiaries in the sense of Article 24a, Book 2 of the Dutch Civil Code.

In the event of contraventions of this provision, lenW will only consider the Expression of Interest it has received first. Cases in which it cannot be determined which Expression of Interest was received first will be decided by lot.

8 Procedural regulations and requirements to be observed by the Future Partners

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Meetings will be recorded

lenW intends to organise several meetings. This information meeting will take place on the date and time stated in the schedule. These meetings will be electronically recorded and these recordings will be provided to the Future Partner(s) attending said meeting(s).

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Inquiries

Questions regarding this tender procedure or substantiated text suggestions must be received by the contact of this tender procedure no later than the date stated in the schedule. The questions and text suggestions cannot be submitted through TenderNed.

lenW reserves the right not to include text suggestions or include them in a different form. Text suggestions that, in the opinion of lenW, entail a significant change might not be accepted.

Questions or text suggestions that lenW has not received in time (see schedule) or that are submitted in manners other than specified will not be taken into consideration.

In order to enforce the equality principle, all questions submitted, answers and explanations, if any, will be published via an Information Memorandum, no later than the date / the time stated in the schedule. In the Information Memorandum, lenW will also announce whether, and if so, which changes have been implemented in the Tender Documents.

Each Information Memorandum constitutes an integral part of this Descriptive Document and takes priority over this Descriptive Document in the event of a conflict as well as a more previous Information Memorandum.

Submission of Expression of Interest via e-mail

The Expressions of Interest, including (signed) appendices in PDF format, must be submitted in time, electronically and exclusively via email to: samenwerkingserviceproviders@minienw.nl

Closing date for Proposals

The closing date (see schedule) is a deadline. Expressions of Interest that are received too late will not be taken into consideration. The risk of an

Expression of Interest not being received in time or incomplete lies, irrespective of the cause, with the Future Partner.

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Opening of Expressions of Interest

After the submission term for Expressions of Interest closes, the Expression of Interest will be opened privately. A report will be drawn up stating which Future Partners have submitted an Expression of Interest.

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Structure of Proposal

An adequate structure for submitting a Proposal (Phase 17) will be discussed during the dialogue process.

Other terms and conditions / requirements

Use of mandatory form Appendix 1: Expression of Interest

The mandatory form Appendix 1 to this Descriptive Document must be used may only be submitted in the original, appended format. Not completing any details requested and/or not answering any of the question therein may render the Expression of Interest invalid.

Signature

The Expression of Interest must be signed by the person(s) who are lawfully qualified to represent Future Partner's organisation for the purpose of this tender procedure or who are authorised to do so by means of a mandate signed by a lawful representative of Future Partner's organisation.

Term of validity

With a view to the option of summary proceedings being instituted against the announcement of a decision not allowing an entity from participating in this competitive dialogue, Future Partner must stand by its Expression of Interest for a minimum of six (6) months calendar days following the closing date for Expression of Interest.

Communication

The Expression of Interest and all further correspondence and communication regarding this tender process must be formulated in English only.

Termination of tender procedure

lenW reserves the right to terminate the tender procedure in its entirety or in part, temporarily or permanently, and refrain from making an award. In such a situation, Future Partners are not entitled to any indemnification or compensation (other than the 10K which only applies if a Proposal is

submitted in Phase 17) for any expenses incurred in the context of this tender procedure (other than the 10K).

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Claim for compensation of expenses

The drawing up and submitting of an Expression of Interest, including any further information to be provided, does not entail any expense for lenW. Any costs and/or damages that (may) arise by not allowing a Future Partner to participate in the dialogue process are at the expense and risk of such a Future Partner.

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Further explanation

lenW may request Future Partner to provide an explanation and/or additional data and check information provided in their Expression of Interest. Future Partner must comply with such a request within three (3) work days. If the data requested are not provided within the timeframe specified, lenW may decide to refrain from taking the Expression of Interest into consideration. lenW may reject Expressions of Interest submitted if, in its opinion, they are incomplete, incorrect or not submitted in time.

Completeness and correctness of Expressions of Interest

It is emphasised that Future Partner itself is responsible for ensuring that its Expression of Interest is complete and correct. If, at a later stage, Future Partner appears to have provided incorrect and/or incomplete information, it may be excluded from further participation in this dialogue procedure.

Confidentiality

Future Partner will observe strict confidentiality with regard to all confidential information from lenW that is or will be known to him or that has been gathered within the framework of the services provided. It will not disclose to third parties the information available to it without prior permission from lenW. It will only disclose confidential information to its staff insofar as the submission of the Expression of Interest so requires.

lenW shall also observe strict confidentiality during this process. If advantageous towards the outcome of this procedure, lenW and Future Partners might enter into a non-disclosure agreement during the dialogue process (to facilitate sharing commercial or strategic information).

Contradictions, inadequacies and/or objections

This document has been carefully compiled. Should Future Partner nevertheless encounter contradictions or inadequacies, it must report so to lenW without delay in writing, stating the proposed corrections and any

substantiation. Future Partner must also make known any objections to (parts of) this document.

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lenW cannot be blamed for any inadequacies, contradictions and/or flaws in the tender documents that are found afterwards and that have not been reported by Future Partner.

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Future Partners are expected to adopt a proactive attitude. This means that a Future Partner cannot make any lawful appeal to inadequacies or contradictions that it has not reported within the timeframe specified above, whereas such would in reasonableness have been possible. In this situation, a Future Partner will have forfeited its rights with regard to such inadequacies or contradictions.

In the event that a Future Partner has timely reported inadequacies, contradictions and/or flaws to lenW, but lenW makes it clear that, in its opinion, the Tender Document(s) do not contain any inadequacies, contradictions and/or flaws, at least, lenW refrains from making adjustments or changes in this respect, Future Partner must take further action (for example, summary proceedings) in order to avoid forfeiting its rights (again) to lodge a legal complaint regarding these inadequacies, contradictions and/or flaws (if any) as soon as possible.

Conditional Expression of Interest and/or Expression of Interest with reservations

Submitting an Expression of Interest under conditions and/or with reservations renders the Expression of Interest invalid. Such Expressions of Interest do not qualify for consideration and will be put aside.

Copyright

The copyright of information provided by lenW rests with lenW. Save exceptions as stipulated in the Copyright Act, no part of the Tender Document(s) and/or information provided by lenW may be reproduced (other than for the purpose of submitting an Expression of Interest) by means of print, photocopying, microfilm or otherwise, without written permission from lenW. Nor may the Tender Document(s) and/or information provided by lenW and/or parts and/or components thereof be used for commercial purposes of whatever nature, without written permission from lenW.

Changes in Future Partner's situation

The final Contracts resulting from this tender procedure will be the result of all information and documentation provided by Future Partners and IenW.

Future Partner guarantees that for the term of the Contract including any extension periods its organisation possesses the capacities, skills and resources required to meet the requirements and wishes specified. IenW must be informed immediately of any substantial change in Future Partner's situation affecting its ability to meet these requirements. IenW reserves the right to terminate if such information is not forwarded promptly or indicates a substantial change in the terms of initial eligibility.

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Rescission of Contract(s)

IenW has the right to terminate a Contract with Contractor with immediate effect, if a judge finds that the decision to award has been unlawful, that the Contract is invalid, or that the Assignment must be put out to tender anew, for whatever reason.

Furthermore, IenW reserves the right to annul a Contract in the event of incorrect and/or incomplete information and/or inability on the part of Future Partner to fulfil what it has offered.

A decision to terminate and/or annul, as referred to above, does not entitle Future Partner to claim indemnification from IenW for tendering expenses, loss of reference, loss of profit or other damage incurred or suffered in the framework of this tender procedure.

Applicable law and disputes

The relation between IenW and the Future Partner is governed exclusively by Dutch law. The court in The Hague is exclusively competent to take note of disputes pertaining to this tender procedure.

9 Expression of Interest, Grounds for Exclusion and Suitability Requirements

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Expression of Interest

In Phase 3 Future Partners are required to submit an Expression of Interest (Appendix 1) which contains:

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- 1) A signed European Single Procurement Document (ESPD) which contains the applicable Grounds for Exclusion (format has been made available on TenderNed);
- 2) Proof that Future Partner meets the Suitability Requirements listed below.

The Expression of interest shall be submitted to the following dedicated e-mail address only: samenwerkingserviceproviders@minienw.nl

Grounds for Exclusion

The Grounds for Exclusion are incorporated in the ESPD published on TenderNed. By submitting an Expression of Interest, Future Partner indicates that the Grounds for Exclusion specified do not apply to Future Partner.

A Ground for Exclusion is a knock-out criterion. Any Ground for Exclusion that applies to Future Partner leads to exclusion unless fitting mitigating measures have been taken by Future Partner to prevent the reoccurrence of a Ground for Exclusion.

In the event of tendering as a Combination, the entire Combination will be excluded if one of the Grounds for Exclusion applies to one or more members of the Combination.

Verification document:

A signed European Single Procurement Document.

Suitability Requirements

The following, cumulative, Suitability Requirements apply:

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- 1) At least **100,000** active users in the Netherlands are using the individual in-car systems or devices of the Future Partner in their vehicle via an on-board unit, an in-dashboard information system and/or a mobile application; **AND**
- 2) Future Partner is a navigation service provider and/or data aggregator and/or vehicle manufacturer that directly provides a service to an individual user or B2B client; **AND**
- 3) Future Partner has the ability to portray the safety priority services; in-car and on-trip warnings within their client's individual navigation systems **AND**;
- 4) Future partners need to prove the capabilities of said individual navigation system(s) with respect to:
 - a) location of the event or the condition;
 - b) the category of event or condition and, where appropriate, including a short description of it;
 - c) driving behaviour advice, where appropriate.

Please note: an active user is defined as an individual user who uses the future partners service at least once a month, during the 12-month period previous to the publication date of this tender. A vehicle can be a car, a van, a bus and/or a truck.

Justification of the Suitability Requirements is:

- 1) **Impact:** once lenW and the Future Partner(s) have defined the scope, it is important that within a relatively short period of time a substantial part of the existing vehicle fleet and/or current road users in the Netherlands can make use of these additional features in the individual navigation system(s) and apps;
- 2) **Control:** lenW therefore needs a dialogue with Future Partners that have the required degree of control over the roadmap used, necessary investments and facilities, and service provisioning in order to be able to timely achieve the desired system innovations in traffic management and information. Brokers, resellers, agents and other intermediaries are therefore excluded from participating in this competitive dialogue;

- 3) **Timing:** once IenW and the Future Partner(s) have defined the scope, it is important that the additional features in the individual navigation system(s) are developed promptly, but ultimately within the timespan of this initiative which is three years. Evidently, the features have to be commercially viable and self-sustained (that is: without structural, annual public subsidy) after this initiative end.

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Future Partners that are interested to qualify can choose to do so by relying on no more than one (1) or two (2) other legal entity/entities in regards to the aforementioned selection criteria (as permitted by article 2.94 clause 1 Aanbestedingswet 2012). In those cases, a written statement needs to be submitted, signed by the legal entity/entities providing supportive capacities, stating that the future partner:

- 1) Is entitled to do so and is having a complete and unconditional mandate (not limited in scope or time) to make enforceable statements, guaranteed by the legal entity providing the supportive capacities, with regard to the scope of the services, the applicable conditions thereof and the outcome(s) to be achieved (including but not limited to the effect on the roadmap of said legal entity);
- 2) Will be able to use the coverage/footprint listed in selection criterion 1 and the capabilities referred to in selection criterion 2 for at least five (5) years, starting October 1, 2021, without any reservations (for instance early termination of cooperation between the future partner and the legal entity providing the supportive capacities to qualify for selection criterion 1 and/or 2).

Verification document:

The expression of Interest submitted by Future Partner.

10 Assessment Procedure

General

For the purpose of this tender procedure, IenW has composed an assessment committee responsible to determine if an Expression of Interest submitted by a Future Partner is correct (yes or no).

Assessment process

The Expressions of Interest are assessed as follows:

- 1) First, with regard to validity and the completeness of the Expression of Interest format. Expressions of Interest that comply will be included in the further assessment process;
- 2) Second, with regard to Grounds for Exclusion and Suitability Requirements. Future Partner's Expression of Interest that meet these requirements will be invited to participate in the competitive dialogue.

11 Appendix Expression of Interest

The Appendix Expression of Interest is inextricably bound up with this Descriptive Document and published separately on TenderNed in PDF and MSWord.

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