

ARBIT 2018 Contract concerning

RWIS

Road Weather Information System for the Netherlands

Case number: 3115 8671

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague, represented by the Ministry of Infrastructure and Water Management, legally represented in this matter by Chief Engineer Rijkswaterstaat Central Information Provision R. Kolkman, hereinafter referred to as the Contracting Authority,

and

2. *<contractor's full name and legal form>*, which has its registered office in *<place>*, legally represented in this matter by *<signatory's name and position>* hereinafter referred to as the Counterparty,

Whereas:

Organisation and objective of the Contracting Authority

- a) the Contracting Authority is responsible for the national coordination of winter maintenance to keep roads accessible to traffic;
- b) the Contracting Authority serves as a central purchasing body with wholesale function;
- c) all provinces and multiple municipalities in the Netherlands have decided to cooperate with Rijkswaterstaat in the usage and purchase of the new RWIS. On the basis of covenants to be concluded with Rijkswaterstaat, public road authorities can join the collaboration as partners, but also withdraw from it.
- d) Rijkswaterstaat and the partnering road authorities wish to move along with the future functional and technological developments for the broader use of data, such as floating car data. The new contract shall add to the ambition of Rijkswaterstaat in the area of weather-related traffic management, including winter maintenance.
- e) the RWIS is a new nationwide system, focused on traffic management in case of extreme weather conditions, including iciness. The RWIS will take over the functionality of the present outdated information system (GMS) and expand it further. During the lifespan of the RWIS, on the basis of developments regarding technology and functionality, new and renewed modular elements will be applied.
- f) by means of this tender procedure, Rijkswaterstaat is looking for the one specialist in the area of RWIS that will be involved for a prolonged period of time and will actively contribute to the continuity of reliable and available measuring data. This concerns a supplier that:

- Delivers existing and demonstrably functional solutions, in accordance with the principle commercial off the shelf (COTS);
- Delivers premium and reliable solutions with functionalities as desired by Rijkswaterstaat;
- Delivers timely and efficiently;
- Performs third-line management at a premium technical level;
- advises and supports in the area of innovation in order to be agile and future-proof; so this will maximally contribute to the objectives of Rijkswaterstaat;

g) in performing its duties the Contracting Authority needs a Road Weather Information System;

Course of the contract award procedure

h) in connection with the recitals a to g above, the Contracting Authority initiated a procedure to award a contract for the Road Weather Information System by means of a European public procurement in accordance with the open procedure;

i) a tender notice was sent by or on behalf of the Contracting Authority to the Supplement to the Official Journal of the European Union (hereinafter referred to as the Official Journal) on <date> and has been published under number <S number>;

j) <description of the remainder of the procurement process, depending of the nature of contract award procedure>;

k) the Contracting Authority awarded the Contract to the Counterparty on <date>.

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Agree as follows:

Article 1. Definitions

A number of terms in this Contract are written with initial capitals. These terms are defined in the Terms and Conditions.

Article 2. Subject of the Contract

2.1 The Parties hereby conclude a Contract under which the Counterparty undertakes, in consideration of the Fee referred to in article 7, to provide the Deliverable described in the Specifications, in order to enable the Contracting Authority to make the Agreed Use thereof.

Included within the scope of the contract, are:

1. Supply of RWIS components
2. Advice and Support
3. 3rd-line support

Ad 1.

The scope of the components to be delivered encompass all modules, both hardware and software, from which an RWIS can be constructed, including instruction documents with respect to installation, maintenance and calibration. These include measuring stations and also modules required for the management of the measuring stations and to collect and present data, for instance a central application.

The components will be

1. Delivered as a number of compound configurations
2. Delivered as single modules or as parts of modules

Contractor shall ensure that spare components will be deliverable during the contract term. The components to be used initially, are specified in the procurement documents and will be included in the product catalogue. During the term of the contract, new versions and other types of components can be purchased (new/other technology, new/other functionality, innovation). The product catalogue will be amended for this purpose.

The following modules will be provided initially:

- Sensors for road surface measurements;
- Sensors for general meteo measurements;
- Power supply for measuring station (the supply mains to which measuring stations will be connected is managed at the RWS Regional Services);
- Provision for internal network communication measuring station (modem/router for external network communication will be supplied by RWS);
- Casing for modules;
- Other modules (e.g. camera and IOT sensor).

Ad 2.

Advice and support from an expertise point of view, on a strategic, tactical and operational level:

- Strategic:
 - by frequently actualising a roadmap for future developments after the initial installation has been performed for the future proofness of the RWIS.
- Tactical:
 - with respect to installation, use, management & maintenance and innovation of the RWIS systems;
 - with respect to the realisation of improvement of the RWIS systems, on the basis of periodic analyse regarding use and management & maintenance;
- Operational:
 - by training and supporting the party that carries out installation, management & maintenance of the RWIS, in such a way that the risk of faulty

- installation on site is minimised and the proper functioning of the measuring stations is guaranteed;
- by issuing regulations and providing support with respect to calibration of sensors.

Ad 3.

As part of 3rd line support (on the basis of ITILv4), Contractor will provide technical support:

- in solving complex incidents and problems in the RWIS-chain during Management & Maintenance of RWIS; swift and expert response is required in this case; if necessary, the Contractor can be given remote access to systems;
- by issuing patches, updates and new versions of software and firmware that are essential for the proper functioning of the RWIS.

2.2 The following documents together constitute the Contract. In the event of mutual inconsistencies, a higher ranked document takes precedence over a lower ranked document:

- 1) this document;
- 2) the Terms and Conditions (Terms and Conditions Schedule);
- 3) the Specifications (Specifications Schedule);
- 4) the other Schedules;
- 5) the tender of <date>, reference (<reference>), submitted by the Counterparty to the Contracting Authority.

Article 3. Contacts and reporting

3.1 The persons who liaise on behalf of the parties in relation to the performance of the Contract will be announced in writing as soon as possible after mutual signature of the Contract.

3.2 The Counterparty will report according to the Requirements Specifications on how the Contract is being performed.

Article 4. Entry into force and term of the Contract

4.1 The Contract enters into force once it has been signed by both Parties.

4.2 The Contract has a term of an indefinite period of time, with a minimum term of 4 years.

4.3 The Contracting Authority may terminate the Contract by giving notice. If it wishes to exercise this right, it will give 24 months notice of termination to the Counterparty.

Article 5. Delivery and Completion

5.1 The Counterparty will arrange for the Delivery of the Products on the date and place to be agreed as prescribed in the Specifications.

Article 6. Acceptance

6.1 The acceptance of the Deliverable will take place as prescribed in the Specifications.

Article 7. Fee

7.1 The Parties agree to the Fee as indicated in the schedule Price Sheet.

7.2 After the first contract year the Fee will be adjusted once a year on 1st of July on the basis of the price development over the previous year.

Price adjustments must be reported to the Contracting Authority two months before they take effect. The Contracting Authority must accept the price adjustments for approval before they can be implemented.

The index figures to be used are published by Statistics Netherlands (CBS).

For the supply of RWIS components the applicable price index is (see cbs.nl):

Producer Price Index (PPI); output and import prices by product, 2015=100

- Output and import prices: Total sales
- Topic: Year-on-year development
- Products according to PRODCOM-list: 26 Computer, electronic and optical products
- Figure for the preceding month April

For Advice and Support as well as 3rd-line support the applicable price index is (see cbs.nl):

Cao wages, contractual wage costs and working hours; index (2010=100)

- Sector/branches (SIC 2008): 26-28 Manufacture of electronic and electrical equipment; manufacture of machinery
- Version: First-published figures
- Topic: Year-on-year change
- Cao sectors: Total Collective Labour agreement sector
- Hourly cao wages incl. special payments
- Figure for the preceding month April

Article 8. Invoicing, indebtedness and payment

8.1 In addition to the basic information required by the tax authorities, an invoice should contain the following information:

- date of invoice
- amount of the Fee
- VAT owed
- contract number
- commitment number

8.2 The Counterparty must submit invoices electronically in the manner prescribed in the Specifications.

Article 9. General and special terms and conditions

9.1 Any general and special terms and conditions of the Counterparty or of third parties used by the Counterparty in performing the contractual obligations in relation to the Deliverable do not apply.

9.2 Notwithstanding article 9.1 and without prejudice to the provisions of article 2.2, the licence conditions of the Counterparty or of third parties used by the Counterparty in performing the contractual obligations in relation to the Deliverable also apply if and in so far as:

- their applicability is not excluded in the Specifications;
- (a) the Counterparty has expressly stipulated that they should apply; (b) a copy of the relevant licence conditions has been attached to the Tender, and (c) such licence conditions

form an explicit part thereof; and

- the Agreed Use is not thereby excluded or restricted; and
- the Counterparty can demonstrate that the rights of the Contracting Authority under the Contract will not be reduced or its obligations under the Contract become unreasonably onerous as a result thereof.

9.3 The acceptance of standard or special terms required for the use of the Deliverable such as shrink-wrap and click-wrap licences is not binding on the Contracting Authority. The Counterparty guarantees to the Contracting Authority that such acceptance will not restrict the Agreed Use in any way.

9.4 A copy of the Terms and Conditions is appended to the Contract.

Done on *<date>* and signed in duplicate by:

FOR THE CONTRACTING AUTHORITY

Name: R. Kolkman
Position: Chief Engineer Rijkswaterstaat CIV

Signature:

Date:

FOR THE COUNTERPARTY

Name: *<name>*
Position: *<position>*

Signature:

Date:

Schedule: Terms and Conditions

Government Terms and Conditions for IT Contracts 2018 (ARBIT 2018)

Schedule: Specifications

Specifications 3115 8671 RWIS

Schedule: Price Sheet

<Insert after award of the contract in accordance with the Financial Offer>

Schedule: Tender

The tender of <date>, reference (<reference>), submitted by the Counterparty to the Contracting Authority