



Gemeente
Amsterdam

Tendering Guidelines MaaS Zuidas Design Contest

Contract AI 2018-0065 MaaS Zuidas Design Contest

City of Amsterdam is partner in





Contents

1. Preface	4
2. Introduction	5
2.1 How does this Design Contest work?	5
2.2 Accessibility Challenge for Amsterdam and Zuidas	6
2.3 The Contracting Authority and Commissioning Client	7
2.4 Partners	8
2.5 Procurement Documents	8
3. Context	9
3.1 Context of the Amsterdam Accessibility Challenge	9
3.2 Accessibility of Zuidas: Springboard for the Region	10
4. Description of the Commission	13
4.1 Aim of the Design Contest	13
4.2 Form of this Design Contest	17
5. Principles for the Submission of a Proposal	21
5.1 Principles	21
5.2 Tendering Documents	24
6. Procurement Procedure	27
6.1 General Information	27
6.2 Correspondence	27
6.3 Questions	27
6.4 Method for the Assessment of Tenders	28
6.5 Schedule of Activities	29
6.6 Confidentiality of the Tender	31
6.7 Overige voorwaarden	31
6.8 Complaints about the Procurement Procedure	33
6.9 Submitting a Tender	33
7. Assessment and Assessment Criteria	34
7.1 Assessment Process	34
7.2 Assessment Framework Round 1	34
7.3 Assessment Framework Round 2	35
8. Negotiation and Contracting Procedure	36
8.1 Form of the Contract	36
8.2 The Scope of the Negotiations and the Further Agreement to be Signed	36
8.3 Rules for the Negotiations	37
8.4 Period within which the Contract Will Be Agreed	37
9. Terminology	38
Appendix 1: Schedule of Requirement	41
Appendix 2: Draft Further Agreement	53

1. Preface

With the MaaS Zuidas Design Contest, the City of Amsterdam and its partners (Transport Authority Amsterdam, Ministry of Infrastructure and Water Management and the Employers concerned) is offering MaaS Service Providers the ideal circumstances to create a service that scales rapidly at regional and national level, and serves a wide range of target groups. Your Tender must meet both the aims of the Ministry of Infrastructure and Water Management, as described in the MaaS Framework Agreement, and the local aims of the region as described in this further request for tender. We are using the Zuidas and the employers and employees in the area who are open to innovative mobility services, in combination with the planned disruption to traffic in connection with the Zuidasdok construction project, as a springboard for the launch of an ambitious MaaS Service. This service should be capable of scaling regionally and nationally as rapidly as possible within the common MaaS Framework Agreement and should make a lasting positive contribution to the accessibility, appeal and liveability of Amsterdam, the region, and far beyond.

We are expressly looking for a MaaS Service Provider with the entrepreneurial spirit to join us and our public and private partners in investing to exploit the market potential within and beyond the Zuidas, Amsterdam and the region. We are looking for a MaaS Service Provider who, in providing an excellent, customer-oriented service, is able to bring value to society as a whole, to employers, employees, residents, visitors and others. We are looking for a MaaS Service Provider who, with an initial helping hand, is able to grow independently to become a new standard in mobility in the Netherlands and beyond. The Design Contest has therefore been designed to offer as much leeway as possible for the insights and creativity of entrepreneurs so they can make their own realistic proposals and thus realise our collective ambitions. We are calling for a vision for the mobility of the future, and a feasible plan to achieve it in partnership with the City of Amsterdam and its partners, accounting for the plan's commercial viability and the way in which customers will be attracted, served and retained. This must all meet the requirements of the Framework Agreement regarding the region's accessibility aims, as described in these Guidelines.

This Design Contest is therefore far from being a traditional procurement procedure for a mobility service that purely focuses on rush-hour avoidances or CO₂ reduction over a limited period, and which ceases to exist when public funding comes to an end. This Design Contest should be seen as an investment in cash and/or in kind on the part of the enterprise with the best plan, and Tenders will thus be judged from an investor's perspective. Are you prepared as a MaaS Service Provider to invest in your own MaaS Service? If so, we look forward to receiving your Tender

2. Introduction

2.1 How does this Design Contest work?

Part of a national MaaS programme

This procurement procedure is a request for tender in addition to the MaaS Framework Agreement by the Ministry of Infrastructure and Water Management and the participating Regions. All requirements set in the Framework Agreement are equally applicable in this Tender. To submit an entry, interested MaaS Service Providers must be a party to the Framework Agreement.

All pilot projects are national in character, with a regional centre. The regional centre for each pilot project is important, because a great deal of preparatory work has been conducted by the seven regions to give the MaaS Service a flying start, by clearly identifying regional needs and ambitions and rallying support. A conscious decision has been made to include a variety of schemes, from transport for target groups to international public transport and from an employer-oriented approach to airport accessibility issues. This offers Tenderers the possibility to be selective.

The national character is crucial on the one hand because of the mass that is needed for MaaS operators to arrive at a mature business case. All pilots set great store by the independent role of the MaaS Service Provider. Discussions with potential Tenderers have shown that for a business to be commercially viable, between 50,000 and 100,000 participants are needed. With certain exceptions, this number is hard to achieve in a single region, which means it is necessary to scale to national level. On the other hand, it is necessary to operate nationally from the perspective of user-friendliness; a traveller is more likely to make use of a MaaS Service that operates nationally as well as regionally. The benefits of operating nationally are therefore twofold.

This means that the authorities collaborating on all seven regional MaaS pilot projects, including MaaS Zuidas, apply the principle that MaaS Service Providers must clearly demonstrate in their Tender that their solution is not only regional, but can also scale nationally as rapidly as possible.

Method and purpose of a Design Contest

With this Design Contest, the collaborating authorities and employers hope to accelerate innovation in the field of mobility. As collaborating authorities, we help enterprises to cover any possible non-recoupable front-end investments during the initial development of their MaaS Service. Our judgement of Tenders will therefore attach great importance to entrepreneurial spirit – customer orientation, scalability and quality of service – in addition to the intended societal effects, such as sustainability and cooperation. In a Design Contest, more freedom is given to market players to arrive at a solution for the problem described than is the case in a more traditional form of procurement, in which the substance of the solution is described by the commissioning client in detailed specifications. The Schedule of Requirements for this procurement procedure only indicates the minimum requirements which your proposed solution must meet. Tenders that do not meet these minimum requirements will not be taken into consideration. The requirements of the Framework Agreement put out to tender by the Ministry of Infrastructure and Water Management (also on behalf of the regions) are equally applicable. Your Tender should clearly indicate when you will meet these requirements.

This Design Contest centres on the problem without specifying the direction in which solutions should be found, apart from the minimum requirements. This offers Tenderers the maximum challenge to apply their own knowledge, experience and strengths in designing a MaaS Service. Your Tender will thus form the basis for a contract (Further Agreement), on which the tendering Parties will conduct negotiations, in accordance with the ranking decided by the Jury. The contract will therefore be drawn up on the basis of the bid that a Tenderer makes on the basis of these tendering documents, including the milestones set by

the Tenderer and the public funds required to achieve them. The contract will therefore be a combination of your Tender and the tendering documents. These tendering documents describe the specific request by the collaborating Parties to which you are asked to respond in your Tender. The various documents serve different purposes.

1. The **Guidelines** (this document) presents the challenges and problems, wishes and ambitions of the government and its partners regarding the Tender. As well as the procurement procedure, the document also describes what we are looking for. It is up to the Tenderers to formulate a response by means of their Tender. The assessment criteria indicate the aspects on which a judgement will be made as to the value your Tender offers in addition to the minimum requirements.
2. The **Schedule of Requirements (SOR)** sets out the minimum requirements ('knock-out criteria') that your Tender must meet. If your Tender does not meet these requirements, it will not be taken into consideration.
3. The **Tender** submitted by the Tenderer is the response to the request made jointly by the public partners. It partly determines the scope of the negotiations which the commissioning client may decide to enter into once a ranking has been established by the Jury. The Tenderer will set out a roadmap for the development of the MaaS Service, accompanied by milestones. The roadmap as proposed unconditionally in the Tender is not a non-binding suggestion, but forms the basis for the Further Agreement.
4. The **Further Agreement** is the contract between the Municipality and the Tenderer as it will apply when a Tenderer and the Municipality reach agreement on the contents. The document included as Appendix 2 is not a non-binding model, but a 'boiler plate' which is to be developed fully on the basis of the Tender. Elements are indicated in the agreement that are non-negotiable and which the Tenderer accepts unconditionally in making a Tender. Once signed, this Further Agreement is not a non-binding document. On the basis of the contents of the Agreement, progress towards the deliverables proposed by the Tenderer will be strictly monitored in evaluations held between the MaaS Service Provider and the Municipality

2.2 Accessibility Challenge for Amsterdam and Zuidas

The Amsterdam Metropolitan Area has grown substantially in recent years. The growth is anticipated to continue at an undiminished rate, with an additional 150,000 homes built in Amsterdam between now and 2040, and a similar level of growth beyond the city in the Metropolitan Area. The Zuidas business district, as the region's most important international office location, has also expanded rapidly. The negative aspect of the growth is an increasing pressure on infrastructure, and if the travel behaviour of Residents, commuters and Visitors remains unchanged, traffic congestion is also set to worsen considerably. To accommodate the growing numbers of –travellers in the long term, in 2018 preparatory work started on the Zuidasdok project, in which the A10 South ring road will be widened and a section replaced by tunnel, and Amsterdam Zuid station will be considerably enlarged. From 2020 onwards, this work will cause noticeable disruption for road, rail and metro travellers. This presents both a challenge and an opportunity. On the one hand, we will have to entice motorists to opt for a different means of transport. On the other hand, the long duration of the project (around ten years) offers opportunities to make the necessary changes in behaviour structural.

Mobility as a Service as a contribution to the accessibility of the region

The City of Amsterdam and major employers in and around Zuidas see Mobility as a Service (MaaS) as an opportunity to improve the distribution of traffic, because it can offer travellers more accessible way to use the form of transport that is most appealing to them at a given time.

We define MaaS as follows: *'The supply of multimodal, demand-driven transport services, whereby custom-made travel options with real-time information are offered to customers via a digital platform (e.g. a mobile app), including payment and the completion of transactions.'*

MaaS can make it possible for travellers to plan, book, travel, modify bookings and pay for trips, while providing them with optimal support, taking their preferences into account, and handling the financial transactions in a uniform manner. With these functions, MaaS will contribute to three social objectives:

1. an accessible city and region, in which Residents, commuters and Visitors make the choices that suit them best, which will improve the distribution of travellers over time, place and mode of transport;
2. sustainable transport and increased vitality, because travellers are stimulated to opt for more sustainable, emission-free and active forms of transport;
3. a liveable city and region, due to a reduction in the amount of space occupied by stationary and moving cars.

Zuidas as a springboard for the region

The City of Amsterdam sees Zuidas as an ideal springboard to develop and roll out MaaS more widely in the region (and beyond). A variety of major employers in Zuidas are looking for ways for their personnel to travel to work more sustainably and energetically, in a way that leads to more satisfying travel and a more accessible Zuidas.

By means of this Tender, the municipality aims to accelerate innovation in the field of MaaS and thus provide Residents, Visitors and commuters with an alternative to car use and ownership as soon as possible. Approximately 40,000 employees currently work in Zuidas, of whom around half are represented by companies that have signed the Partnership Agreement with the City of Amsterdam (see Appendix 4). In this document, employers undertake to act as a consumer of a MaaS Service to be procured by the Municipality (provided it meets their requirements and wishes). This provides interested MaaS Service Providers with access to a potential client database with sufficient scale and concentration for the development of a regionally and nationally scalable MaaS Service. It is the City of Amsterdam's ambition that this scaling should take place as swiftly as possible, both in terms of geographical area and target group.

2.3 The Contracting Authority and Commissioning Client

The Contracting Authority for this Tender is, on behalf of the College of Mayor and Alderpersons of the City of Amsterdam, the City of Amsterdam's Engineering Office, Weesperstraat 430-432, 1018 DN Amsterdam.

The Commissioning Client within the City of Amsterdam for any Agreement resulting from Tender is the City of Amsterdam's Zuidas Director's Office, represented by the Zuidas Director, David van Traa.

A variety of employers in Zuidas and beyond (and/or their employees) may act as paying customers. The City of Amsterdam is currently investigating the possibilities for the Municipality to act as a consumer and/or paying client of the MaaS Service. For an overview of employers who have currently made a commitment to participate, see the Partnership Agreement signed on 15 March 2018 (Appendix 4).



2.4 Partners

The Ministry of Infrastructure and Water Management and the seven local authorities concerned act jointly as Commissioning Client for the overarching MaaS Framework Agreement. The Transport Authority Amsterdam (Vervoerregio Amsterdam) is Co-funding the Design Contest and a joint client for the overarching MaaS ambitions within the Amsterdam Metropolitan Area. With regard to this Tender, the City of Amsterdam has also entered into a public-private partnership with a variety of employers in Zuidas. The parties concerned see the importance of the development of MaaS Services and wish on the one hand to accelerate it and on the other hand to learn the right lessons from the process.

2.5 Procurement Documents

The Invitation to Tender is accompanied by the following documents:

Appendix	Title
	Guidelines *
1	Schedule of Requirements (SOR) *
2	Draft Further Agreement *
3a and 3b	Submission Forms round 1 and 2 *
4	Partnership Agreement with Employers
5	Point of departure of Zuidas Employees
6a and 6b	Zuidas Mobility Studies 2016/2018
7	Cycling Experience Study
8	Target Groups and Motivation Study
9	Overview of Zuidas Bereikbaar (Accessible Zuidas) measures
10a and 10b	Memorandum of Information (2x) *

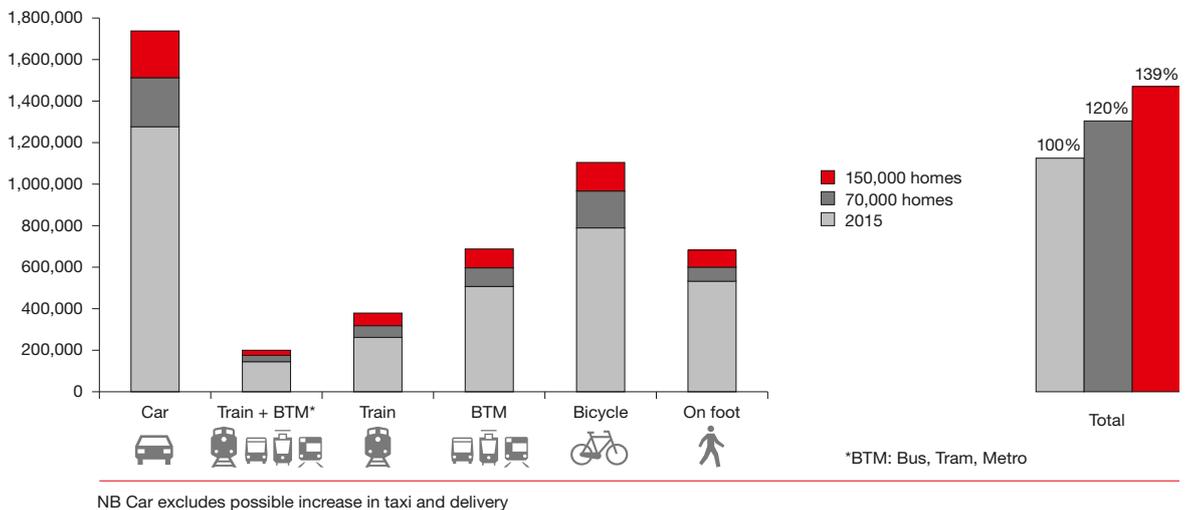
The appendices marked with a red asterisk (*) are available in English.

3. Context

3.1 Context of the Amsterdam Accessibility Challenge

3.1.1 Growth of the City and Region

As an economic engine and the most important urban area in the Netherlands, the Amsterdam Metropolitan Area is one of the top five urban regions in Europe. With its high level of amenities, excellent liveability and good national and international transport connections, the region is appealing to Residents, Visitors and companies. Homes are being built, tourism is increasing and companies are locating in the region. The proximity of open spaces and green areas inside and outside the city are of great value. Moreover, the transition is underway to a more sustainable and flexible metropolitan area with a clean economy; this is leading to innovation, economic activity and improved liveability. However, there is also a negative side to the city's status as a magnet for Residents, Visitors and companies. As well as creating a variety of spatial, social and economic challenges, the growing popularity of the city and region also results in increasing mobility.



The largest absolute increase in number of journeys from/to/within Amsterdam is expected to be by car

Fig. 1. Development of transport use as a consequence of the growth of the city (source: Amsterdam Mobility Survey, [Mobiliteitsverkenning Amsterdam])

The most recent National Market and Capacity Analysis (Nationale Markt- en Capaciteitsanalyse, NMCA, 2017) again confirms that for journeys from, to and within the city, accessibility both by car and public transport will remain under pressure in future. This affects challenges in the field of accessibility, traffic safety, the living environment and sustainability, and the quality of public space. The construction of new infrastructure is not possible and/or desirable everywhere, and neither will it ease the pressure on public space everywhere. The challenge for Amsterdam and the region is the scarcity of physically available space. This is true both for districts that already exist and those that are to be developed in future, such as the expansions to the east and west of the city.

Within the framework of the Course 2025 (Koers 2025) development strategy and the Space for the City (Ruimte voor de Stad) report, by 2040 an additional 150,000 homes will be constructed in Amsterdam. The wider Metropolitan Area beyond the city has a matching ambition for growth. Over approximately the next 20 years, these 300,000 additional homes will result in an unprecedented population growth in the Amsterdam Metropolitan Area. A further trend revealed by analyses is that although the population growth is distributed throughout the region, the growth in available employment is concentrated almost entirely in Amsterdam (and Schiphol). In effect, this means there will be a much greater increase in the number of commuters than there has been in the past, and with it a greater need to facilitate different ways of travelling than has been previously anticipated.

3.1.2 Wider Target Groups and Freeing up Public Space

The Amsterdam Mobility Survey states: *'The pressure on public space will be most evident in central areas, in streets, parks and squares. A large proportion of public space is taken up by the infrastructure for moving and stationary vehicles. As a result, there is less public space, and at the same time there is a growing number of pedestrians, people who want to exercise or play sports, or who want to sit on a café terrace, etcetera. There is a risk that Amsterdam will become less appealing if this growth continues and the means of travel and use of space on the part of Amsterdammers and Visitors remains unchanged. This may constrain economic development and the ambition to increase building density.'*

The City of Amsterdam has expressed the ambition to be an emission-free city by 2025. Emission-free forms of transport (electric, hydrogen or other) will thus become increasingly important in Amsterdam. Shared mobility in particular offers opportunities to achieve this, given that one of the characteristics of electric vehicles is that they are cheaper to use but more expensive to purchase than vehicles that run on fossil fuels. Electric vehicles are therefore excellently suited to the transition from ownership to use and MaaS.

For these reasons, on the basis of the Low Car Use Programme (*Programma Autoluw*, in development), the aim is to reduce the number of parking spaces in the city by between 7,000 and 10,000. The space that thus becomes available will be used to improve the city's liveability, accessibility and attractiveness. In practice this means that around the same number of people will need to not own a car or use additional means of transport. This calls for investment in attractive alternative forms of transport (public transport, bicycle, shared mobility), and also services that connect all these means of transport and make them available to the city's inhabitants. For this reason, the MaaS Service to be launched in Zuidas must be capable of scaling as rapidly as possible in the city and region in order to serve these (and other) target groups.

Finally, Amsterdam has strong ambitions in the field of Smart Mobility. The new Action Programme for Smart Mobility concentrates on reducing the amount of public space devoted to mobility through the application of innovative technology and behaviour change. MaaS Zuidas plays an important role as the first MaaS Service in the region.

3.2 Accessibility of Zuidas: Springboard for the Region

3.2.1 Profile of Zuidas

Zuidas is home to many major Dutch and international companies. Around 40,000 people work in the area, and the number is increasing every year. Although the use of bicycles and public transport in Zuidas is relatively high for a business district, there are many employees who use privately owned or leased cars to travel to and from work and for work-related travel. Zuidas has good transport connections with the rest of the region and other parts of the Netherlands. The area has two railway stations, four metro stations on three different metro lines, several tram services, a large number of local and regional bus services, and excellent cycle connections with the surrounding area. Furthermore, Amsterdam Airport Schiphol is only a few minutes away by public transport and there is a number of options to increase the use of Park and Ride (P+R). Finally, Zuidas has a large number of mobility concepts, including sharing, that can serve as part of a flexible journey.

The established businesses and organisations in Zuidas are well organised. Bodies such as the Taskforce Bereikbaarheid Zuidas (Accessibility Taskforce Zuidas), the Hello Zuidas foundation and the Green Business Club Zuidas mean that there is regular consultation between employers and the Municipality on transport issues, and joint initiatives and measures contributing to accessibility are being developed.

The intensity of traffic in and around Zuidas, the wide variety of transport connections and the level of organisation among the established organisations make Zuidas an ideal place to develop MaaS.

3.2.2 Relationship with the Construction of Zuidasdok

Construction work for the Zuidasdok project in and around Zuidas will lead to noticeable structural and at times serious traffic disruption from 2019/2020. In relation to this project, the A10 South ring road between the Nieuwe Meer and Amstel junctions will be widened and partly moved into a tunnel below ground. In addition, there will be a major extension to Station Zuid. Due to the construction work the A10 South will have less capacity for a number of years, and in certain periods fewer trains and metros will be able to stop at Station Zuid. On occasions, the entire railway line or road will be closed on the weekend. The work will be conducted over a period of around ten years in total, during which time the disruption will not be constant for all forms of transport. Because of the varying work on the railway and station and on the national and local road network, flexible travel options will be required. In providing these options, there must be an emphasis on reducing traffic during rush hour and informing travellers of the most convenient form of travel at a particular time.

The plans for the realisation of this project, to be executed by the Zuidplus Consortium, are currently being re-evaluated. At the beginning of 2019, there will be more clarity on the definitive scheduling of the project and the exact traffic disruption to be expected for different means of transport. What is already clear is that from 2019 there will be peak disruption periods for all modalities, and in particular from 2020, cumulative structural traffic disruption on the main roads in and around Zuidas and Amsterdam as a consequence of a build-up of different infrastructural projects. At the same time, the pressure on public transport will only increase, and it will become increasingly urgent to distribute rush-hour traffic throughout the day. During the course of 2020, the MaaS Service will therefore need to be at an advanced stage of development and ready for use by a wide public.

3.2.3 Accessibility Initiatives in the Area

The City of Amsterdam, the Zuidasdok project and the combined employers in Zuidas have jointly developed the Accessible Zuidas (*Zuidas Bereikbaar*) programme. This programme identifies and implements measures contributing to the accessibility of Zuidas. The programme's objective is to inform travellers about expected traffic disruption, offer good travel alternatives and thus to ensure 3,000 instances of rush-hour avoidance per day on the A10 South (1,500 in each direction). Of the 3,000 daily rush-hour avoidances, half should have Zuidas as their point of departure or destination. For Zuidas as a point of departure or destination, this represents a 25% reduction in the number of car journeys during rush hour. Aims of the Accessible Zuidas programme include stimulating cycling as a means of transport, realising and providing access to P+R facilities serving Zuidas, and, where necessary, optimising public transport services, stimulating policy on the part of employers to support behaviour change and providing information to travellers.

The MaaS Service requested by means of this Design Contest is explicitly not aimed at independently realising a set number of rush hour avoidances. Its purpose is to make a wide range of transport forms available to travellers in an accessible way, resulting in a high level of satisfaction with the journey. The service should increase the appeal of using means of transport other than the car during peak hours, in a way that works towards structural behaviour change (less car use and ownership, thus contributing to the liveability of the region).

3.2.4 Monitoring the Accessibility of Zuidas and the Surrounding Area

Within the scope of the Accessible Zuidas programme, traffic flow is monitored and the effectiveness of measures is evaluated on a structural basis. In connection with the Tender for the partnership with the market in MaaS Zuidas, extra efforts are being made to realise monitoring instruments and produce aggregated traffic data, on the one hand to monitor the effectiveness of travel alternatives (including the MaaS Service that this Design Contest aims to create) and on the other hand to make timely adjustments to the package of measures, to plan the construction work responsible for causing disruption and to furnish transport providers with up-to-date traffic information. In recent years, major investments have been made in gaining insights into the point of departure, destination, modal split and motivations of the daily commuters to and from Zuidas.



4. Description of the Commission

4.1 Aim of the Design Contest

4.1.1 Overarching Aim

The overarching aim of the Tender for the partnership regarding MaaS Zuidas is the creation of an effective MaaS Service that contributes to making Zuidas, the city and the region more easily and sustainably accessible, and thus improves the region's liveability and appeal. To fulfil this promise, the MaaS Service must offer a fully-fledged alternative to owning and using a car, prioritising the preferences and interests of both employers and travellers. The MaaS Service should contribute to the urgent challenge of accessibility in Zuidas by facilitating the use of alternatives to the car (including those being developed within the framework of the Accessible Zuidas programme). In addition, the MaaS Service must be able to scale as rapidly as possible to other geographical areas in and beyond the region, and to other target groups (Residents, Visitors etc.).

The City of Amsterdam and the Partners involved are striving to bring about permanent behaviour change among travellers, on the basis of a positive choice. We believe that to achieve this aim, three factors are important:

1. travellers who use the MaaS Service are more satisfied than those who do not (so they continue to use it);
2. moreover, they use the car less often than average, particularly in peak periods (whereby the positive accessibility and liveability aims are achieved); and
3. after a start-up period, the Service they use has a profitable business case and is capable of scaling independently (so it continues to exist after the termination of start-up funding).

This means that we are explicitly not opting to apply other KPIs such as rush-hour avoidances or number of active users. Of course, we do see such results as valuable, but more as a consequence than as an aim in themselves. We expect Tenderers to make their own proposals for measurable KPIs that can be applied in monitoring the progress of the project and can be established in the jointly prepared Further Agreement. For clarification of the above overarching aims, further information is available for each stakeholder group (government, employers and travellers). This is explained below.

4.1.2 Government Aims and Wishes

The principle aim of the City of Amsterdam and the Partners involved is a MaaS Service that contributes to a sustainably accessible and liveable Zuidas, city and region. This means reducing car use, in view of the disproportionately large amount of space that stationary and moving cars occupy, and the disproportionately high level of harmful substances emitted by vehicles that run on fossil fuels. MaaS can make an important contribution to achieving this aim. However, it is important that this takes place structurally. We are expressly not looking for a service that achieves a socially desirable aim on a subsidised basis within the period of a number of years, whether this relates to rush-hour avoidances or number of users. Rather, we are looking for a service that travellers want to use. A service that can operate independently, scale and result in satisfied users.

No later than 31 December 2021, the MaaS Service Provider will be capable of operating the MaaS Service independently, and thus able to continue to roll the Service out within and beyond the region without further support. The MaaS Service should ultimately serve all business travellers, taking into consideration different types of payment, such that the business traveller is able to indicate whether the journey is for Home-Work Travel, Business Travel or Private Travel. It is our ambition that the MaaS Service will be able to serve not

only the business market, but also other target other groups (Residents, Visitors and tourists) as effectively as possible.

The City of Amsterdam attaches great importance to an open, transparent and accessible market for mobility concepts. Moreover, for the provision of access to the available range of transport modes and services (and thus for the appeal of MaaS), it is very important that transport providers are able to see a benefit in participating in the MaaS Service. The MaaS Service Provider should therefore be open to partnerships with other providers and be aware of their proposals. In addition, the MaaS Service Provider should have a vision of its own role within the MaaS Ecosystem, in which all parties involved in MaaS operate jointly. The MaaS Service Provider should be the linchpin in a MaaS Ecosystem in which each party is able to create value as a link in the transport chain. Moreover, we expect the MaaS Service Provider to play an active role in the realisation of standards for access and payment transactions, and to develop a vision regarding the connection of the greatest possible range of transport possibilities, whereby synergy is produced and the transport providers experience a benefit.

4.1.3 Aims and Wishes of Employers

The employers concerned in Zuidas have indicated that they have a need for a MaaS Service and are open to the implementation of such a service within their operational management and mobility policy, provided that it meets their needs, demands and conditions. Naturally, the employers concerned already have mobility policies which are incorporated into collective labour agreements, and they have existing contracts with transport providers. Depending on the proposals made by Tenderers, these matters will have to be modified. Employers are willing to do this in principle, but only if the Service offered genuinely represents a substantial improvement on the transport possibilities that are currently at their disposal. Therefore, for a MaaS Service Provider offering an excellent service, there is ultimately an opportunity to increase the volume of business rapidly. In order to facilitate this, the employers have set out their most important aims, wishes, ambitions and conditions, and this has resulted in the co-creation of this Design Contest.

The most relevant aims of the HR and transport policy of businesses to which the MaaS Service is to contribute are:

- a reduction in CO₂ emissions and an increase in commuters' physical activity, i.e. an increase in the number of calories (kcal) used by commuters per kilometre travelled;
- the satisfaction of employees regarding their transport options as an element of their working conditions;
- the flexibility of the transport package from which employees are able to compose their journey;
- the ease of access to Zuidas and its business premises for employees and Visitors.

The requirements, wishes, aims and ambitions of the employers are included in Appendix 2 of these Tendering Guidelines (the Schedule of Requirements). Among other factors, it is important to employers that:

- MaaS can be used by different employee target groups (invoice to employer, Mobility Budget managed by employer, or Mobility Budget managed by employee);
- while concentrating on personal preferences, the ambitions regarding sustainability and vitality are also taken into account;
- employers have access to a dashboard showing information on the journeys made by their personnel (within the boundaries of privacy legislation) and thus the CO₂ emitted and calories (kcal) used by physical activity;
- journey recommendations take into account the chain of journeys to be made over the entire day;
- the Service also provides access to any available transport sharing options (such as carpooling and shared bikes);

- employers are able to pay a single invoice (with specifications per employee) for the services used;
- the Service is available to employees both for business and private use. The customer service should therefore also be available outside office hours for employers and employees.

In respect of the target group and scaling, employers are looking for a service that is free from growing pains. It is preferable to begin with fewer functionalities but a flawlessly working service than to have employees lose their enthusiasm because the Service does not meet expectations. In the first instance, the Service will probably be offered to employees on an opt-in basis, and develop to become the standard travel product (or a standard option within it) when it becomes able to fulfil the wishes and ambitions of employers. Regarding the user target group, a distinction is made between different applications: as a replacement for or addition to the existing mobility package. The Tenderer is requested to describe clearly how the objectives described above and below will be met.

4.1.4 Aims and Wishes of Employees/Travellers

The target group of travellers in Zuidas is not uniform, let alone the target groups beyond it, to which the Service has to be able to scale as rapidly as possible. As far as the Municipality and its Partners are concerned, the Service should be as widely usable as possible. We therefore do not wish to impose too many restrictions on it in advance. The MaaS Service might, for example, be able to serve as a permanent alternative to the lease car or privately-owned car, both for current travellers and new travellers entering into employment with an employer within or beyond Zuidas. However, the Service may also be used as a product for Business Travel, or as an aid to commuters who wish to park at a distance from their work, or to complete a journey of which the greater part has been made by car. In short, the target group and desired behaviours are diverse. Tenderers are explicitly invited to indicate which target groups they wish to serve and in what way, and how their service will achieve this.

To gain a clear understanding of travellers' preferences and motivations and the preconditions they set in order to use a MaaS Service, in the preparatory phase of this Design Contest, research has been conducted on the target groups and the motivations of potential MaaS users in Zuidas. Two experiments were carried out to introduce employees in Zuidas to flexible travel. In the Zuidas Mobility Experiences (which took place in October 2017 and April 2018) they were asked to alter their way of travelling for the period of a month. They were not allowed to use their own car or a lease car. Participants were given an adequate Mobility Budget and access to the services of various transport providers. They were able to use shared bikes and scooters, taxis, public transport, rental or shared cars and parking facilities for their means of transport. Unlike in a MaaS Service, Participants were unable to use an integrated system to plan and book travel. The Participants were not involved in the payment of invoices for their travel.

Detailed research on behavioural psychology was conducted regarding the experiences of the Participants in the second Zuidas Mobility Experience, in which around 75 employees from a variety of companies in Zuidas participated. The research concentrated on the different profiles of the Participants. In the first place, the study considered the prevailing opinions on and motivations for their regular travel behaviour, and in addition, the influence of personal characteristics and of external factors and the environment. The study was enriched with the results of in-depth behavioural research in a random survey of consultants and analysts.

During the experiment, research was conducted on the aspects that Participants regard as important in preparing, planning, reserving and modifying their journeys. Finally, a detailed study was made of the situational considerations made during the experiment, the needs of the Participants, and the obstacles they encountered. This information has been used to establish preconditions and wishes regarding functionality



which a future MaaS Service must fulfil if users are to stop using their own cars. Finally, these qualitative insights have been quantitatively validated and traveller personas have been created. For the results of the research, see Appendix 8.

4.2 Form of this Design Contest

4.2.1 Development Process

For the MaaS Service, we anticipate a development process beginning at the point that the contract is awarded and continuing until its expiry on 31 December 2021. During this period, the Service should develop from a concept into the final product as described in the Tender. It is the responsibility of Tenderers to indicate what service and functionalities their MaaS Service will be able to supply and at what point in time, how this will meet the wishes and needs of government, employers and travellers, and what is needed from the various parties concerned in return.

In order to structure the development process and contract management, there will be a minimum of four milestones (the Tenderer is free to include more). At minimum, the following four milestones must be included:

1. the start of the MaaS Service (in beta phase after the contract is awarded);
2. 1 January 2020, when a fully functioning 1.0 version of the MaaS Service must be in place (in accordance with the minimum requirements in the SOR);
3. a date to be specified by the Tenderer between 1 January 2020 and 31 December 2021 (by which point the Service has been further developed);
4. 31 December 2021, when the Service is fully developed in accordance with the Tender and is able to scale independently.

Appendix 2 includes a proposal of the way in which this may be agreed contractually between the Municipality and the Tenderer.

4.2.2 Partners' Contribution

Tenderers may claim a contribution from the Municipality and its Partners in order to develop their MaaS Service. The following possible contributions have been identified and specified in advance. It is the responsibility of Tenderers to indicate in their Tender what contribution they will need for the development of their service.

4.2.2.1 Financial Contribution

The Ministry of Infrastructure and Water Management, Transport Authority Amsterdam and the City of Amsterdam have made available a maximum of €2 million in total (excluding VAT) for subsidy to cover non-recoupable front-end investments for the MaaS Service that is to be developed. MaaS Service Providers must contribute at minimum a matching amount (in cash or in kind), and this may not be drawn from Dutch or European subsidies, either in full or in part. Tendering MaaS Service Providers should indicate what amount they require to realise their service, and at what point it will be needed

4.2.2.2 Demand Aggregation

By means of the Partnership Agreement, participating employers have indicated that they will act as paying clients/needs assessors/launching companies for the MaaS Service. The employers will look for potential MaaS Service users among their personnel, possibly in phases, in order to stimulate demand aggregation. Employers will either directly or indirectly provide the travel budgets for their employees to the MaaS Service Provider.

At the time of writing, as an employer, the City of Amsterdam is exploring possibilities to be able to offer the MaaS Service to all or some of its personnel. If it chooses to do so, the City will be able to act as a paying/launching customer.

The Accessible Zuidas partnership (comprising the City of Amsterdam and the Zuidasdok project organisers) also retains the right to use the MaaS Service selected on the basis of this procurement procedure to make transport services and/or possibilities (such as P+R carparks, or trial offers for public transport or other means of transport) available to travellers in the area, which are not reached and/or offered by one of the participating employers.

4.2.2.3 Data and Access

The City of Amsterdam is currently developing monitoring systems in Zuidas structurally to provide quantitative data on cars, pedestrians, cyclists and other forms of transport. This information will (when ready) be openly available, but will be analysed in conjunction with the winning Tenderer of the Design Contest, and will provide insight into the development of traffic to and from Zuidas, compared to the Design proposed by the winning MaaS Service. Zuidas will thus be a 'living lab' in the field of MaaS, Smart Mobility and shared transport, where government and the MaaS Service Provider can learn and experiment together.

In addition, every two years, the Municipality will conduct a Zuidas Mobility Survey. This large-scale survey of employers in the area will offer insight into their transport choice, the motivation behind it, and their level of satisfaction with the journey. This data can be used by the MaaS Service Provider for the development of the MaaS Service and for the evaluation of customer satisfaction with the Service.

4.2.2.4 In-kind

Apart from the contribution of financial resources, the stimulation of demand aggregation for the MaaS Service and the provision of data in the field of transport in Amsterdam, both the City of Amsterdam and the employers concerned can use their communication channels to stimulate the use of the MaaS Service.

Employers will give the winning Tenderer access to the HR and transport managers involved, with the aim of collaboratively realising the possibilities for the implementation and scaling of the MaaS Service among their employees.

Finally, on the basis of the MaaS Framework Agreement, a path will be set out for the investigation and removal of barriers to the realisation of a national MaaS Ecosystem. Specifically in the area of the interoperability of (shared) transport, the City of Amsterdam and its public partners will hold round table discussions with transport providers, ultimately to develop local or national standardisation in digital access and payment systems.

4.2.2.5 Additional Requirements for In-kind Contribution

Tenderers can request the Municipality or its public-sector partners to make an in-kind contribution for the benefit of the overall MaaS Ecosystem, which is necessary for third parties (for example transport providers) to make their products or services available via the MaaS Service. Should investment in software prove to



the breakfast club

Jupiter

Jupiter

411-523

be necessary or desirable, our aim is to do this once effectively rather than making it necessary for separate links to be made between individual mobility providers and MaaS Service Providers.

If the Municipality or one of its public-sector partners agrees to this request, it will be based on the principle that no Co-funding from the Tenderer will be required in respect of this contribution. At the same time, the Municipality and its public-sector partners will make this contribution only according to open standards, in order to benefit the entire MaaS Ecosystem (and therefore also other potential users, and transport and/or MaaS Service Providers). The following rules will apply:

- An in-kind contribution of this nature made to third parties will be aimed at promoting the development of open standards or open-source solutions that further the possibility to make digital mobility services or products available.
- The contribution will concern software, not hardware.
- We will not pay for the implementation of these standards by individual mobility providers, as this would mean we would be giving preferential treatment to parties who are currently lagging behind competitors that have already developed and implemented their own software.



5. Principles for the Submission of a Proposal

The City of Amsterdam is inviting Tenderers to make proposals for MaaS Zuidas, with the aim of realising it jointly with the municipality, employers, and transport providers and users, indicating what the Tenderer needs in terms of support from the municipality.

5.1 Principles

All requirements described in Appendix 1 to these Guidelines (the Schedule of Requirements) remain fully applicable to proposals submitted. In addition to these requirements, there are a number of principles with which the proposals must also comply. Tenders will only be considered as valid and presented to the Jury if compliance with these principles is evident from the documents submitted.

5.1.1 Principle 1: Development of Roadmap with Milestones

The Design should comprise a description of the MaaS Service and its development. For each milestone, the Tenderer will indicate the target group(s) which the Service will serve, the functionalities that will be available to the travellers, the transport modes that will be available, and the additional services that will be available (for example the stimulation of behaviour change, reward structures, payment and invoicing possibilities, integration possibilities for employers, or other customer-oriented services other than those covered by the basic functionalities).

The Tender must comprise at least four milestones. Tenderers are at liberty to include additional milestones in their Design. At minimum, the following milestones must be included:

1. **The point at which the beta service comes into operation.** At some point in 2019, the MaaS Service should be launched and developed from a 0.1 (beta version) to a 1.0 version, in consultation with the first users, employers and the Municipality. The Tenderer must specify an intended date at which the Service will commence.
2. **From no later than 1 January 2020.** The traffic disruption caused by the Zuidasdok and other infrastructural projects in the region is expected to occur from approximately 1 January 2020 onwards. It is important that at this point a functionally developed MaaS Service 1.0 has been realised, which offers employees an attractive alternative means of travelling.
3. **A minimum of one milestone to be specified by the Tenderer.** This/these must take place between 1 January 2020 and 31 December 2021 and relate to stages of advancing development of the MaaS Service.
4. **31 December 2021.** The Co-funding by the Commissioning Client and the winning Tenderer will expire on 31 December 2021. From this point onwards, the MaaS Service should be able to operate independently. During the term of the Framework Agreement, the Tenderer is obliged to fulfil the requirements, terms and conditions which it contains.

The Tenderer is requested to indicate not only which target groups, functionalities, modalities and services it will serve and provide at each milestone, but also how this will contribute to the fulfilment of the aims of government, employers and employees as described in Section 4. In addition, the Tenderer is asked to include what Co-funding it will require from the Commissioning Client to achieve this (divided according to the above and/or additional milestones), up to a maximum of € million (excluding VAT) and/or in-kind contributions. Finally, the Tenderer must indicate the Co-funding it will provide to match this amount.

5.1.2 Principle 2: Balanced Business Case and Co-funding

The explicit aim is that the MaaS Service will be able to continue to operate and scale within and beyond the region without government funding from 31 December 2021 onwards. The Municipality (in partnership with other authorities) is prepared to invest in the creation of the MaaS Service, but the contents of the business case must be focused on independent commercial operation. The business case must therefore be positive in the long term, guaranteeing continuity after the Co-funding period has expired.

An additional principle is that the government funding is intended to cover justified non-recoupable front-end investments in the business case to be drawn up by the Tenderer. To guarantee scalability, and to guarantee that the MaaS Service can expect to have sufficient independent revenue capacity when the government contribution comes to an end, the principle applied is that there must be at minimum a one-to-one relationship between the maximum contribution by government and that of the MaaS Service (in cash or in kind).

Tenderers are required to present and explain their business case in order to provide insight into the way in which they will be able to scale independently from the specified deadline of 31 December 2021.

5.1.3 Principle 3: User-friendliness

The success of the intended MaaS Service is entirely dependent on its user-friendliness and customer orientation. Within the context of this Design Contest, users may be either travellers or employers. For this reason, Tenderers are requested to indicate in two ways how they will serve users.

On the one hand, tenderers are requested to provide thorough insight into the various target groups that will be approached, and the way in which this will take place, with the explicit request that this should include the reason for targeting the particular groups, and how they will be recruited and retained as customers for the Service. In addition, attention should be devoted to the way in which the employers themselves, as end users of the Service, can and will be helped through the necessary transition.



On the other hand, not every traveller requires the same functionalities, not everyone is technically proficient, and travellers principally need a flawless experience in using the Service. The Tenderer is therefore requested to make clear how customers will experience the Service.

5.1.4 Principle 4: Working Towards a Healthy MaaS Ecosystem

The final principle underlying the creation and development of the intended MaaS Service is that it should make a contribution to a healthy MaaS Ecosystem. Steps will be taken by the Ministry and regions concerned to work in phases towards an ecosystem in which at minimum the following elements are assured. Some of these elements will be determined in advance, prior to the signing of the Further Agreement, and others will take place at a later date, but will be set out in a roadmap, also prior to the signing of the Further Agreement. In total we will work on three different components:

1. **Technology and data.** Access by MaaS Service Providers to mobility and by transport providers to MaaS Service Providers will take place as far as possible using open standards and processes. In this way we will prevent the creation of monopolies at platform level. Both before and during the pilots, the authorities concerned, in cooperation with transport and service providers, will therefore develop standards and exchange protocols. The aim in this regard is to work towards a standardised way in which travellers on a multi-step journey, making use of means of transport and mobility service providers, can be identified by means of a standardised 'data string', and agreements on sharing it. This will all be in accordance with the provisions of the General Data Protection Regulation (GDPR) and with respect for the aspects of ownership that apply within it. The MaaS Service Provider is expected to offer its active cooperation.
2. **Policy and governance.** This aspect includes the sharing of (user) data by the MaaS Service Provider (and in the future also by transport providers) with government, as well as other shareholders in the ecosystem. The authorities will be able to use this data in gearing policy towards producing effective and socially relevant effects, and the transport providers and other stakeholders in the system, in responding to promising market opportunities. The aim of the collaborating authorities is to implement policy changes (where necessary) during the course of the MaaS pilots, iteratively and based on experience, to achieve positive societal effects and a robust market.



3. **Market and operations.** In order to work towards a healthy business case for (shared) mobility in general, parties must respect each other's revenue models. Each role in the MaaS system must have the potential to add value. In addition, clarity must be achieved on a variety of related aspects of cooperation, such as liability, legal restrictions, insurance, etc. This should all be regarded within the context of the end users and their needs and wishes. An open discussion is therefore necessary on the technical/business aspects of interoperability, to which the MaaS Service Provider is expected to make an important contribution.

5.2 Tendering Documents

To enable the Commissioning Client to assess whether the Tender fulfils the above Principles and requirements as set out in the Schedule of Requirements, the Tenderer should submit the following documents. Where possible, the documents should be specifically oriented towards the Amsterdam MaaS project. Unless stated otherwise, a maximum number of words apply for each document.

The Tenders will be judged in two rounds (see Sections 6 and 7 of these guidelines). In Round 1, the Jury will judge the submissions on the basis of a Pitch Deck inspired by the 'investor pitch deck' used by startups when attracting investment, and which contains the most important aspects of the Tender. The assessment in Round 2 will be made on the basis of a Tender developed in further detail. The documents required for each round are described in the table below.

5.2.1 Tendering Documents Round 1

No.	Document	No. of pages / format
1	A legally valid, signed Submission Form (Appendix 3a) containing a description of the Tenderer or combination of Tenderers, particulars of the Tenderer's contact person, and a declaration by the Tenderer that it will meet the requirements of the SOR in the Tender for Round 2.	According to format provided
2	A Pitch Deck in which the Tenderer provides a compact summary of at least the following most important aspects of its intended MaaS Service: <ul style="list-style-type: none"> ■ a vision of MaaS in relation to the commission as described in Sections 2 and 3 of these Guidelines; ■ the way in which the MaaS Service will contribute to the aims described in Section 4 of these guidelines (and the way in which the necessary behaviour change will be realised), i.e. the unique selling points of the MaaS Service; ■ the Design for the MaaS Service in outline, as it will be described in the required document number 3 for Round 2 of the assessment procedure; ■ the way in which the MaaS Service Provider will recruit and retain Participants (within the various target groups); ■ the way in which the MaaS Service Provider will be capable of scaling within and beyond the region; ■ the way in which the composition of the Tenderers' Consortium and its partners will contribute to the intended result, and the most important contributions that will be required from the Municipality and its Partners; ■ the way in which a positive business case will be achieved by 31 December 2021. 	Max. 20 slides

5.2.2 Tendering Documents Round 2

No.	Document	No. of pages / format
1	A legally valid, signed Submission Form (Appendix 3b) containing a description of the Tenderer or combination of Tenderers, particulars of the Tenderer's contact person, and the amount in cash that the Tenderer will require to realise the MaaS Service.	According to format provided
2	An essay describing the following, specifically in the context of Amsterdam: <ul style="list-style-type: none"> ■ a vision of the development of MaaS in general, and the role the Tenderer will play in it; ■ a description of the contribution the MaaS Service will make to the accessibility challenge in Zuidas, Amsterdam and the wider region; ■ a description of the way in which users will be stimulated to travel more sustainably and healthily; ■ a description of the way in which the Tenderer will cooperate with employers and a vision of the way in which the Service will meet their needs; ■ a description of the way in which the MaaS Service Provider will position itself in relation to (shared) mobility providers, and how it will contribute to an open and innovative MaaS Ecosystem. 	Max. 2,500 words
3	A Design for the MaaS Service, including a development roadmap in milestones, comprising: <ul style="list-style-type: none"> ■ a description of the target groups and travellers that will be served within and beyond Zuidas; ■ a description of the functional development of the MaaS Service, and the development of the necessary technology; ■ a description of the means of transport that will be made available, and the specific steps that are necessary to achieve this; ■ a description of the service provided to employers and travellers; ■ a description of the degree to which the Service will be able to scale (per target group), both in region and target group. 	Max. 5,000 words
4	A business case indicating how, no later than 31 December 2021, the MaaS Service will be capable of operating without Co-funding from the Commissioning Client with a balanced business case, and the level of investment it will make itself. In addition, the business case must indicate the amount of Co-funding (in cash or in kind) will be required from the Commissioning Client at which milestones, and the purpose for which it will be used.	Max. 2,500 words
5	A recruitment and marketing plan indicating the way in which the four different types of users will be recruited both within and beyond the participating employers. The Tenderer must indicate clearly how potential Participants who are not yet familiar with the concept of MaaS will be helped in the transition in mobility and behaviour, and which specific target groups will be approached with what proposal.	Max. 2,500 words
6	A description of the composition of the Consortium and partners, what the various Consortium partners will contribute to the MaaS Service, and the extent to which other partners and mobility providers referred to in the proposal have committed to the project, plus information to support this.	Max. 1 A3, max 1,000 words of explanation
7	A plan in which the development of the MaaS Service is related to the milestones set by the Commissioning Client and the Tenderer.	Max. 1 A3,
8	A risk dossier detailing a maximum of 10 risks facing either the Commissioning Client or Tenderer, including risk management measures.	Tenderer's own format
9	A Privacy Impact Assessment in which the Tenderer as the party responsible for data processing for the MaaS Service indicates how the users' privacy will be ensured.	Excel format



6. Procurement Procedure

6.1 General Information

The City of Amsterdam, represented by the Zuidas Director, David van Traa, is the Commissioning Client for the Design Contest, as a mini-competition within the European public procurement procedure for the Mobility as a Service (MaaS) Framework Agreement.

The Design Contest will result in a Further Agreement: a separate written Agreement (commission) for a regional pilot, containing a further description of the partnership regarding the creation of a MaaS Service in the region on the basis of the winning Tender regarding the Service described in the MaaS Framework Agreement. The Design Contest itself is held by the City of Amsterdam's Engineering Office in its role as Lead Physical Buyer.

6.2 Correspondence

All correspondence, barring the submission of complaints, must be conducted via Tendered.

The procurement procedure will be conducted in Dutch and/or English. Unless otherwise indicated, or unless indicated by the Contracting Authority in writing at a subsequent stage of the procurement procedure, all documents submitted by the Tenderers to the Contracting Authority must be in Dutch and/or English. The possibility to submit the Tender in English, and the translation of the Submission Form, Guidelines, SOR and draft Further Agreement into English, is a service provided by the Municipality to international parties who may be interested. Where the Dutch and English documents conflict or may be interpreted differently, the Dutch document will prevail.

Tenderers are not permitted to communicate with staff or advisors of the Contracting Authority, or other persons or bodies involved in the procurement procedure and the preparation of the project on the side of the Contracting Authority, in any other way than that which is described in these Tendering Guidelines, except with the written permission of the Contracting Authority. Tenderers should submit requests for such written permission as an inquiry to the Contracting Authority. Tenderers who fail to act in accordance with the provisions of this section may be excluded from further participation in the Tender.

The email address for the Point of Contact on behalf of the Municipality is inkoopfysiek@amsterdam.nl. From the date of the definitive publication of the Design Contest, Tenderers are not permitted to contact any other staff members of the Municipality or other Partners in connection with the Design Contest. If Tenderers breach this rule, the Municipality may decide to exclude them from further participation in the Tender.

6.3 Questions

Questions may only be submitted via the form on Tendered. The Municipality will answer questions submitted by Tenderers by means of the publication of a Memorandum of Information on Tendered. Questions and the answers from the Municipality will be published in the Memorandum of Information in anonymised form. Two rounds of questions will be held, with answers provided in two Memoranda of Information. In the second round it will only be possible to ask follow-up questions in relation to previous questions or new information arising from the first round.

Where possible, in asking questions, Tenderers should indicate the paragraph or page in the Guidelines (or the page and appendix number) to which the question refers. The closing date for the submission of questions and the date for the publication of the Memorandum of Information on Tendered will be included in the Design Contest Schedule. Tenderers are themselves responsible for downloading this Memorandum of Information from Tendered. After publication, the Memorandum of Information will form an integral part of these Guidelines.

6.4 Method for the Assessment of Tenders

6.4.1 Participation in the Design Contest

The Tender is open to all parties that have qualified for the public European procedure for the Mobility as a Service (MaaS) Framework Agreement, as put out to public tender by the Ministry of Infrastructure and Water Management.

6.4.2 Assessment by an Independent Specialist Jury

The Tenders submitted will be assessed by a Jury. The Jury will be independent and will deliver a recommendation to the Municipality. The composition of the Jury will be announced shortly after the deadline for submissions has expired. The Jury will include experts from the various participating companies and parties involved with the MaaS Zuidas Design Contest. Jury members will participate in the Jury in a personal capacity. Tenderers are expressly forbidden to contact members of the Jury about this Design Contest in any way.

The Jury will be supported by a preparatory committee made up of staff of the Municipality and/or Partners in this Design Contest. This committee will support the Jury but will have no say in the assessment of the Tenders.

6.4.3 Assessment of the Tenders in Two Rounds

The assessment of the Tenders will take place in two rounds. Details of the assessment criteria are described in Section 7 of these Guidelines.

During Assessment Round 1, the assessment will be made on the basis of the Pitch Deck to be submitted by Tenderers, describing their plan for a MaaS Service in relation to MaaS Zuidas. The aim of this assessment round is to judge the Tenderers' vision, ambitions and approach without being able to evaluate them in detail on the basis of supporting documents. The Jury will apply the same assessment criteria as will be applied in assessment Round 2.

Having assessed the Tenders, the Jury will place them in rank order, after which the five highest-ranking Tenderers will be invited to submit a Tender for assessment in Round 2. The second round will concentrate on assessing the Tender submitted in greater detail and the supporting information provided. Tenderers must submit additional documents and a more detailed version of their Tender.

This assessment round will conclude with a presentation by the Tenderers to the Jury, which will then draw up a definitive ranking. The presentation (max. 10 minutes) will be an opportunity for the Tenderer to explain

its proposal to the Jury. It should be purely explanatory and may not include new aspects that have not already been mentioned in the proposal submitted. After the presentation, the Jury will ask questions (max. 20 minutes).

6.4.4 Steps in the Assessment Procedure

The assessment procedure will comprise the following steps:

1. The Tender as submitted for Round 1 will be checked for completeness by the municipal preparatory committee.
2. The Tender will be assessed by the Jury on the basis of the Assessment Criteria as described for Round 1.
3. The Tender as submitted for Round 2 will be checked for completeness by the municipal preparatory committee, ensuring it meets the minimum requirements as set out in the SOR.
4. The Tender will be assessed by the Jury on the basis of the Assessment Criteria as described for Round 2.

All information provided by the Tenderer may be subject to verification by the Municipality. Providing inaccurate or incomplete information or providing information too late, as well as the failure to cooperate with the verification of information at the request of the Municipality, may lead to exclusion.

In each round, the municipal preparatory committee will first assess the Tender for completeness. The tender will be assessed according to the requirements set in these Guidelines. If the submission is incomplete or deviates from the requirements, the Municipality will then decide whether additions may be made. If this is not possible, the Municipality may decide to disregard the submission and exclude it from further assessment. Equally, if the Tender has been submitted under certain preconditions, the Municipality may also decide to disregard it and exclude it from further assessment.

The Schedule of Requirements sets out the minimum requirements that the MaaS Service must meet. In submitting a tender for Assessment Round 1, Tenderers must declare that they will meet the requirements as described in the SOR. Prior to the assessment of the Tender in Round 2, the Municipality will check whether the Tender meets the minimum requirements. If the Tender does not meet these minimum requirements, the Municipality may decide to disregard the submission and exclude it from further assessment.

The assessment of the Tender on the basis of the Assessment Criteria will be conducted by the Jury. The Jury will not assess the Tenders anonymously in either of the assessment rounds, as the procedure includes a presentation to the Jury. Tenderers indicate that they agree to this in submitting a Tender. The Jury will assess the Tenders on the basis of the Assessment Criteria set out in Section 7.

6.5 Schedule of Activities

6.5.1 Overall Schedule of Activities

The schedule of activities for this Design Contest is set out in the table below. With the exception of the Submission Deadline for the first assessment round, this schedule is provisional and no rights can be derived from it.

Activity	Week/Date
Publication of draft tendering documents via Dutch Mobility Innovations	25 July 2018
Market consultation	26 September 2018
Publication of definitive Tendering Guidelines	23 January 2019
Submission of requests for information	11 February 2019, 9:00
Memorandum of Information 1 (Mol 1)	18 February 2019
Submission of requests for information with regard to Mol 1	25 February 2019, 9:00
Memorandum of Information 2 (Mol 2)	4 March 2019
Submission deadline for Round 1	15 March 2019, 14:00
Assessment of validity and completeness of Tender, requests for supplementation	20 March 2019
Submission of supplementation	22 March 2019, 12:00
Ranking in Round 1 announced, invitations for Round 2 sent to five highest-ranking Tenderers.	3 April 2019
End of first standstill period	10 april 2019
Submission deadline for Round 2	26 April 2019, 14:00
Assessment of validity and completeness of Tender, requests for supplementation	1 May 2019, 14:00
Submission of supplementation	6 May 2019, 12:00
Presentations by Tenderers, followed by questions from the Jury	13 May 2019
Announcement of the final ranking by the Jury via TenderNed	21 May 2019
End of second standstill period	28 May 2019
Negotiations on definitive Further Agreement	29 May until July 2019
Signing of Further Agreement	July 2019

6.5.2 Deadline for Submissions for Round 1

The deadline for the submission of Tenders for Round 1 is the date and time referred to in 6.5.1. Tenders submitted later will not be taken into consideration. Tenders must be submitted digitally via the messaging module in TenderNed. Submissions made in any other way will be considered to be invalid. The risk of non-delivery, or any other delay in the submission resulting in the Tender submission not being accepted, lies with the Tenderer.

6.5.3 Deadline for Submissions for Round 2

The deadline for the submission of Tenders for Round 2 is the date and time referred to in 6.5.1 (subject to alterations in the schedule). Tenders must be submitted digitally via the TenderNed online safe. For the rest, the same conditions apply as for Round 1.

6.5.4 Announcement and Subsequent Procedure

The Jury will draw up a report of its assessment containing the final ranking for each assessment round. The Municipality will announce the Jury's decision and after Round 1 will invite the five highest-ranking Tenderers to submit a Tender for Round 2. During the first standstill period, rejected Tenderers may, if they see good reason, institute summary proceedings (*kort geding*) against the jury's decision. At the same time, these Tenderers may join the five highest-ranking Tenderers in preparing the Tender for round 2. If as a result of summary proceedings one or more rejected Tenderers must be admitted to round 2, they will be added to the five Tenderers already invited.

After the final ranking has been established in Round 2, based on the Jury's recommendation, the Municipality will decide whether to open negotiations with the Tenderers on the basis of the ranking with the aim of arriving at an Agreement.

6.6 Confidentiality of the Tender

The Tender submitted by the Tenderer will be treated as information supplied confidentially by the Tenderer to the contracting authority in the sense of Article 2.57 Paragraph 1 of the Public Procurement Act (*Aanbestedingswet*). In accordance with the Public Procurement Act, the Municipality will not make this information public. The Tender will, however, be shared with members of the Jury and the municipal preparatory committee for the purposes of assessment in relation to this Design Contest. The members of the Jury and the municipal preparatory committee are bound by a duty of confidentiality. The Tenderer indicates its agreement to this in submitting a Tender.

6.7 Overige voorwaarden

1. If the Tenderer has remarks, suggestions or complaints in relation to the Design Contest, the Tenderer should submit them to the Point of Contact. The submission of remarks, suggestions or complaints has no suspensive effect regarding the Design Contest.
2. The Municipality has drawn up the procurement documents with care. Should a Tenderer nevertheless encounter inconsistent and/or incomplete information, the Tenderer should inform the Point of Contact. Once a Tender has been submitted, the Tenderer may not refer to previously unreported inconsistencies in an appeal.
3. Should there be contradictions between these Guidelines and the contract documents, the contract documents shall prevail.
4. If a Tenderer disagrees with the contents of the tendering documents, the response to questions in relation to the Memoranda of Information or the Municipality's response to the Tenderer's complaints, the Tenderer should institute summary proceedings (*kort geding*) before the Submission Deadline referred to in Paragraph 5.4.
5. Verbal and written communication regarding this Design Contest will be conducted in Dutch and/or English. In the case of dispute settlement, Dutch will take precedence.
6. The Municipality will not reimburse any expenses incurred in connection with the submission of a Tender or provide compensation for efforts made in relation to negotiation rounds. The submission will not be returned at the end of the procedure.
7. The Tender must meet all set requirements, regulations and stipulations. In submitting a Tender, the Tenderer agrees to the procedure, stipulations and requirements, as described in the Guidelines, the SOR and the Further Agreement, apart from sections of the Further Agreement indicated as being

subject to negotiation. The Tenderer also agrees to the performance of integrity screening and any ensuing safeguards.

8. The Municipality draws Tenderers' attention to the fact that it is prohibited to enter into agreements that either serve to bring about or result in the obstruction, restriction or distortion of Design Contest in the Dutch market or a part of it. Actions in contravention of regulations on Design Contest may lead to exclusion from this procurement process.
9. The Municipality reserves the right at all times to terminate the Design Contest without any obligation to reimburse expenses incurred by Tenderers.
10. PLEASE NOTE:
Article 4.2 of the Framework Agreement stipulates that a Non-central authority has the right to verify whether any grounds for exclusion apply. In this regard, we would draw your attention to the applicability of municipal integrity policy to this further request for tender: The money that the municipality and its public partners spend on services to the public belongs to all of us. The City of Amsterdam has a duty to handle public money with care, and to make sure it is put to the best possible use. Integrity is therefore among the Municipality's core values. It is a basic principle for the municipality that it should both guarantee the integrity of its own organisation and ensure that it does not facilitate dishonest parties in their activities by entering into or maintaining agreements between these parties and the municipality. For the implementation of its policy on integrity, Amsterdam has established an Integrity and Agreements Provision (*Beleidsregel Integriteit en Overeenkomsten, BIO*). For more information (in Dutch) see:
<https://www.amsterdam.nl/bestuur-organisatie/volg-beleid/veiligheid/integer-handelen/beleidsstukken-bio/>
11. The BIO is applicable to all the Municipality's legal actions in private law, thus also to this Design Contest and the Agreement. In submitting a Tender, the Tenderer indicates that it (i) has taken note of the BIO, (ii) agrees to the BIO, (iii) gives consent for integrity screening to be conducted as part of the Design Contest, and for the implementation of any ensuing safeguards. The Tenderer also agrees that the integrity clause on the basis of the BIO which is to be included in the Agreement which may be made, and thus to any interim screening during the term of the Further Agreement, and any ensuing consequences. In addition, the candidate agrees to the screening of subcontractors and suppliers, and will cooperate with any such screening.
12. The basis for the screening as a part of the Design Contest will include the documentary evidence provided for the European Single Procurement Document (ESPD), and other documents which Tenderers will submit on request, as well as on the basis of public and closed sources. For screening (verification of the compulsory and optional grounds for exclusion) of the intended contractor for the Agreement on the basis of the BIO, the Municipality will make use of the registered annual reports and audit certificates for the years 2014 to 2018. The Municipality will obtain the annual reports itself from the Chamber of Commerce or the ministry. If the annual reports have not been registered, the winning Tenderer/intended contractor must provide them at the Municipality's first request. Failure to provide the annual reports at first request may lead to exclusion from this procurement process. The Municipality would draw your attention to the fact that the screening (verification of the compulsory and optional grounds for exclusion) will consider not only the tendering Party but also parties associated with the Tenderer, as intended in Article 2 Paragraph 2 of the BIO. An associated party is defined in the BIO as follows:
13. Associated parties are understood to include persons or parties which:
 - hold or have held a leadership position regarding the Party, whether directly or indirectly;
 - play or have played an important role in the implementation of the Agreement;
 - hold or have held authority over the Party;
 - supply or have supplied capital to the Party;
 - belong to or have belonged to the same group in the sense of Article 2:24b of the Dutch Civil Code;

- have or have had a commercial partnership with the Party;
 - otherwise exert or have exerted influence on the Party, whether directly or indirectly.
14. For the purposes of screening (verification of the compulsory and optional grounds for exclusion in this specific pilot), on submitting a Tender for this pilot, you must report any incidents as described in Articles 4 and 5 of the BIO and as have occurred in relation to you or a party associated with you in the period 2014 to 2018, as well as any measures taken in response to the incident(s) to prevent them from recurring in future. Failure to report such incidents proactively may also lead to exclusion to exclusion from this pilot during the verification process.
 15. If there is reason for further investigation, it will be conducted by the Municipality's specialised Screening Unit. In relation to the investigation, circumstances may arise in which advice under the Public Administration (Probity Screening) Act (Bibob) is requested from the national Bibob Office. In this case, the Tenderer will be informed in advance. The result of the screening or of the Bibob advice may result in the exclusion of the Tenderer on the basis of the compulsory and/or optional grounds for exclusion, or the inclusion of additional safeguards in the Agreement to be made as a result of this procurement procedure. This Design Contest is subject to Dutch law. Any dispute arising will be subject to the jurisdiction of the competent court in The Hague.
 16. Tenderers are granted a period of 20 days to lodge an objection to the Announcement of the Jury's decision by the Municipality by instituting summary proceedings (kort geding) at the court in The Hague. These summary proceedings must be instituted within 20 days of the date the results of the Design Contest are sent. A copy of the writ of summons must be sent to the Point of Contact by email without delay. If no summary proceedings are instituted, or they are not instituted within 20 days of the date the results of the Design Contest are sent, the Tenderer will be considered to have renounced the right to appeal against the results of the Design Contest. All rights on the part of the Tenderer deriving from this Design Contest will therefore terminate.

6.8 Complaints about the Procurement Procedure

Complaints regarding this procurement procedure may be submitted via the email address: Klachten.IB@amsterdam.nl.

Complaints may relate to failures to abide by the legal stipulations, or violations of general tendering principles. Complaints must be made in writing, clearly indicating the grounds for the complaint and the aspect of the procurement procedure to which it relates. This complaints procedure has no suspensive effect. Complaints will be dealt with by an official with appropriate expertise who is not and will not be involved in the procurement procedure concerned. Complaints will be dealt with as swiftly as possible; the person submitting the complaint will be kept informed

6.9 Submitting a Tender

In submitting a Tender, the Tenderer declares unconditional agreement to the procurement procedure described in these Tendering Guidelines. The Submission Forms (Appendix 3a and 3b) must be signed by the legally authorised representative of the Tenderer. If the authorisation to represent the Tenderer is not directly evident from the extract from the Chamber of Commerce, documents demonstrating the legal authority must be submitted with the Tender, including a signed document granting legal authority. If these documents are not submitted with the Tender, this may lead to exclusion from this pilot during the verification process.

7. Assessment and Assessment Criteria

7.1 Assessment Process

The Jury's aim is to assess the extent to which submissions meet the primary aim of this Design Contest. This aim is the creation of an effective MaaS Service that contributes to a more easily and sustainably accessible Zuidas, city and region, and thus to improve the region's liveability and appeal, as a result of satisfied users whose car use is lower than average in peak hours, by means of a MaaS Service that ultimately (no later than 31 December 2021) is capable of scaling independently within and beyond the region.

The assessment process will take place in two rounds. In Round 1, which will be based on main features, a top five will be selected and invited to submit a tender in Round 2. For Round 2, Tenderers will be asked to submit the Tender submitted in Round 1 in greater detail and accompanied by supporting information. The Assessment Criteria in each round will principally be the same, except that the Assessment Criterion of 'quality' will not be applied during the first round, given that the necessary supporting information will not be available.

In each round, the Jury will rank the Tenders in two steps:

1. The Jury will agree unanimously on a single score for each of the five criteria described below. The Jury will award a single, integrated score for each criterion, on a scale of one to ten, without decimals. This assessment will then lead to a total score, in which each criterion carries equal weight. The maximum total score in each round will therefore be 50 points.
2. After the criteria have been assessed separately, the Jury will judge the relationship between the different criteria and the way in which they positively or negatively affect each other with regard to the aims and principles of this Design Contest. The Jury may apply a bonus or penalty of 20 percent to the total score. The total score of 50 points may thus be decreased or increased to 40 or 60 points respectively.

7.2 Assessment Framework Round 1

Assessment Criterion	i.e.
Contribution to social aims	How convincing the outlined approach is with regard to contributing to the social aims of accessibility, liveability, sustainability and vitality.
User proposal	The extent to which the wishes of the end user are taken into account and how convincing the outlined approach is with regard to the recruitment and retention of Participants.
Cooperation	How convincing the outlined approach is with regard to effective cooperation with Employers, authorities and transport providers, and the contribution to the creation of a healthy MaaS Ecosystem.
Scalability	How convincing the outlined approach and business case are for the realisation of a scalable MaaS Service that can grow rapidly both regionally and in terms of target group and available forms of transport.
Quality	How convincing the proposed composition of the Consortium and combination of partners is, also in relation to the requested contribution from the government, in achieving the intended result.

7.3 Assessment Framework Round 2

Assessment Criterion	Topics per Criterion	Assessment Basis
Contribution to social aims	Contribution to the accessibility aims of Zuidas, Amsterdam and the region: reduction in the share of the car in the modal split among users.	Essay and Design
	Contribution to liveability: reduction in car use and ownership.	
	Contribution to the ambition for sustainability: reduction of CO ₂ emissions per kilometre travelled.	
	Contribution to the ambition for vitality: increase in the number of kcal used per kilometre travelled.	
User proposal	Quality and user-friendliness of the MaaS Service.	Design, recruitment and marketing plan
	Quality of the recruitment plan for users, both within and beyond Zuidas.	
	Way in which the ambitions, motivations, wishes and limitations of users are taken into account.	
	Way in which users of the Service are retained.	
Cooperation	Way in which cooperation is sought and the desires and aims of Employers are responded to.	Essay and Design
	Vision of partnership with government and the role of the MaaS Service Provider within it.	
	Degree to which the MaaS Service Provider shows understanding for the interests of transport providers in the MaaS Ecosystem and is willing to cooperate with them.	
	Vision of interoperability and the MaaS Service Provider's contribution to it.	
Scalability	Degree to which the MaaS Service Provider is capable of scaling regionally and nationally.	Business case and Design
	Degree to which the MaaS Service Provider is capable of serving other target groups as well as the required Business Traveller.	
	Speed with which the MaaS Service Provider will be able to make additional transport available.	
	Quality and scalability of the business case, necessary level of Co-funding and possibilities for accelerated independent scaling.	
Quality	Quality and speed of development in and solidity of the functionalities and service offered by the MaaS Service Provider.	Composition of Consortium and partners, Design, planning and risk assessment
	Degree to which the Consortium has the competences to realise the Tender, and the level of commitment of the partners named (both on the side of the MaaS Service Provider and of the transport providers).	
	Quality of the organisation and the risk assessment, and the degree to which risks (and management measures) are presented to the Commissioning Client.	
	Quality and speed of development and solidity of the transport available within the MaaS Service.	

8. Negotiation and Contracting Procedure

8.1 Form of the Contract

The Municipality will act as the contracting Party for the Tenderer/MaaS Service Provider. The MaaS Service Provider is responsible for the realisation of the MaaS Service as described in the Tender. What this precisely comprises, and under what conditions it will be implemented, will be established in a Further Agreement between the Municipality and the MaaS Service Provider. The contract with the Municipality will therefore contain no agreements on purchasing by individual Employers as paying customers of the MaaS Service, other than the Municipality itself (should this be decided). Neither will it contain agreements on the availability of transport supply or mobility services to be realised. Both of these fall within the above-mentioned responsibility for realisation of the MaaS Service as described by the Tenderer in the Tender.

8.2 The Scope of the Negotiations and the Further Agreement to be Signed

When the winner of the Design Contest is announced, the Municipality will decide whether the negotiation procedure will begin in order to arrive at a Further Agreement. The aim of the negotiation procedure is to make agreements on the realisation of the Tender, in which the Parties also definitively commit the financial contributions and other in-kind contributions for the actual realisation of the proposal.

The scope of the negotiations will depend on the Tender submitted to the Design Contest by the Tenderer concerned and the possible contributions requested by the Tenderer in the Tender from the Municipality and its public-sector partners, as referred to in these Guidelines. More detailed scheduling and a definitive choice of milestones relating to funding may also be included.



A draft Further Agreement is included as Appendix 2. In submitting the Tender for this Design Contest, the MaaS Service Provider agrees in advance to the following structure, legal principles and form of the Further Agreement, except for the points for negotiation marked in yellow which are to be established in the Further Agreement in dialogue between the Tenderer and the Municipality on the basis of the Tender.

8.3 Rules for the Negotiations

The following rules will apply to the negotiation phase:

- The delegate representing the Tenderer during the negotiations must have sufficient mandate to commit the Tenderer to the result.
- The Tenderer must indicate in the Tender the legal person with which the Further Agreement is to be made.
- The Municipality may at any time request the Tenderer for written information regarding its creditworthiness and integrity, and the Tenderer must provide this without delay, where this written information has not already been provided within the scope of this procedure.
- The result of the negotiation is at all times expressly conditional on the approval of the College of Mayor and Alderpersons.
- The Municipality has the right to negotiate additions and revisions, if it appears from consultations on the part of the College of Mayor and Alderpersons and/or the Municipality's public-sector partners that such additions or revisions are necessary for the Agreement to be approved.
- The Municipality has the right to alter the negotiation process unilaterally, without requiring the approval of the Tenderer.
- The Municipality and the Tenderer may terminate the negotiation process at any time. They may not hold each other liable for the termination or demand other compensation.
- During the negotiation, each Party will safeguard and respect confidentiality, and will share no information on the negotiation with third parties without the express prior written consent of the other Party, unless the law requires otherwise.
- Parties will not make any public statements or announcements without first consulting the other Party. It is assumed that Parties will jointly determine the content and timing of press releases.
- Each Party will bear its own expenses during the negotiation phase.
- The negotiation phase is subject to Dutch law.
- Parties will elect domicile in The Hague.

8.4 Period within which the Contract Will Be Agreed

If the Municipality decides to enter into the negotiation process, it will commence with the Tenderer ranked highest by the Jury. The Municipality will negotiate with the winning Tenderer for a maximum of four weeks. The negotiation will be directed at establishing a mutually satisfactory Further Agreement. If this proves not to be successful within this period, the Municipality will be at liberty to terminate the negotiation with the Party and open a negotiation with the Tenderer ranked second by the Jury. The same process will apply to the negotiation with the Tenderer ranked second. Once the negotiation team has established a mutually satisfactory Further Agreement with the Tenderer, conditionally on the approval of the College of Mayor and Alderpersons, the negotiations will be deemed to be successful and the Further Agreement may be signed.

9. Terminology

The terminology listed below is applicable to all documents associated with this Design Contest.

	Guidelines
Consortium	(Dutch: <i>Consortium</i>) Tenderers submitting a Tender jointly, of which one acts as the coordinator; the Consortium as a whole is regarded as the Tenderer.
Consortium Partner	(Dutch: <i>Combinant</i>) A participant in a Consortium.
Design (for a MaaS Service)	(Dutch: <i>Ontwerp</i>) The MaaS Service as intended by the Tenderer, indicating how it is to develop in time, what target groups will be served, with what functionalities, what means of transport and what service.
Employee	(Dutch: <i>Werknemer</i>) Employee of a company that makes use of the Service.
Employer(s)	(Dutch: <i>Werkgever(s)</i>) Employers in and around the Zuidas district that have signed the Partnership Agreement (Appendix 5) and have thus declared an intention to function as a launching customer and/or paying customer of the MaaS Service.
Framework Agreement	(Dutch: <i>Raamovereenkomst</i>) The Framework Agreement for the implementation of seven regional, nationally scalable MaaS Pilots, as signed by the Ministry of Infrastructure and Water Management and the Tenderer on 17 December 2018.
Funding	(Dutch: <i>Financiering</i>) The investment in terms of money and human or other resources which the Tenderer commits to making if its Design for a MaaS Service is eligible for implementation on the basis of the Jury's decision.
Guidelines	(Dutch: <i>Leidraad</i>) These Tendering Guidelines, registered as AI 2018-0065.
Home-Work Travel	(Dutch: <i>Woon-werkreis</i>) A journey made by an Employee from his or her home address to his or her Employer's office, or vice versa.
Jury	(Dutch: <i>Jury</i>)
MaaS	The independent assessment committee established by the Municipality which on the basis of expertise will assess the project plans submitted according to these Guidelines.
MaaS Ecosystem	(Dutch: <i>MaaS-ecosysteem</i>) The entire sphere of public space (both physically and in terms of legislation and regulations), travellers, means of transport, transport providers and (MaaS) service providers that forms an interrelated whole and contributes to the aims with regard to MaaS as described in the Framework Agreement and Guidelines.
MaaS Service Provider	(Dutch: <i>MaaS-aanbieder</i>) Tenderer with which the Municipality arrives at a Further Agreement by means of this Design Contest.
Memorandum of Information	(Dutch: <i>Nota van Inlichtingen</i>) The document that serves as a supplement or amendment to the Guidelines, and which forms an integral part of these Guidelines.
Ministry of Infrastructure and Water Management	(Dutch: <i>Ministerie van Infrastructuur en Waterstaat, IenW</i>)
Mobility Budget	(Dutch: <i>Mobiliteitsbudget</i>) A set amount of money that the Employee receives from the Employer to spend as they see fit on Business Travel and/or Home-Work Travel and/or Private Travel.

Municipality	(Dutch: <i>Gemeente</i>) The public legal person the City of Amsterdam, which is the legal person holding this Design Contest and the Party with which any ensuing Further Agreement is to be made.
Participants	(Dutch: <i>Deelnemers</i>) Individual travellers who are enabled (directly or indirectly via their employer, or otherwise) to make use of the MaaS Service, who are not existing customers prior to the signature of the Further Agreement.
Parties	(Dutch: <i>Partijen</i>) The Tenderer and Municipality, as referred to in the draft Further Agreement.
Partners	(Dutch: <i>Partners</i>) The Partners with which the Municipality is cooperating in this Design Contest. The public-sector partners are the Ministry of Infrastructure and Water Management and Transport Authority Amsterdam. The private-sector partners are the Employers who have signed the Partnership Agreement and the business network Enterprising Amsterdam (ORAM). When only the public-sector partners are intended, this is explicitly mentioned.
Pitch Deck	A set of slides in which the Tenderer provides an overview of the most important aspects of the MaaS Service, the way in which it contributes to the aims of this Design Contest, and the partners with which the Service can be realised. The intention is that the Pitch Deck should be loosely based (in terms of character, information density and design) on the investor pitch deck used by startups to attract finance from investors.
Point of Contact	(Dutch: <i>Contactpunt</i>) The Point of Contact appointed by the Municipality in relation to the Design Contest.
Principles	(Dutch: <i>Uitgangspunten</i>) The Principles set for the Tenderer as described in Section 5 of these Guidelines.
Private Travel	(Dutch: <i>Privéreis</i>) Travel by the Employee for private purposes, such as shopping or recreation.
Prize	(Dutch: <i>Prijs</i>) The right to be the first to negotiate with the Municipality on the implementation of the Tenderer's project plan, whereby the Tenderer can claim the possible support from the Municipality as described in 4.2.2.
Public Procurement Act	(Dutch: <i>Aanbestedingswet</i>) Also Public Procurement Act 2012.
Resident	Dutch: <i>Bewoner</i>) Person residing in the Zuidas or the wider Amsterdam region.
Self-declaration	(Dutch: <i>Eigen Verklaring</i>) The Self-declaration described in Article 2.84 of the Public Procurement Act, which includes the mandatory Exclusion Grounds above the procurement threshold, the optional Exclusion Grounds above the procurement threshold, the Selection Criteria, the technical specifications, the conditions for implementation, and the partnership or reliance on a third party or third parties.
Service	(Dutch: <i>Dienst</i>) The MaaS Service, as intended to be created by means of this Design Contest.
Tender	(Dutch: <i>Inschrijving</i>) The Tender submitted by a Tenderer for this Design Contest.
Tenderer	(Dutch: <i>Inschrijver</i>) A legal person (or combination of legal persons) which has submitted a Tender in response to this Design Contest.
Transport Provider	(Dutch: <i>Vervoersaanbieder</i>) Provider of a transport and mobility service (either public or private), not being part of any Consortium of which the Tenderer is a member.
Visitor	(Dutch: <i>Bezoeker</i>) Person visiting Zuidas or the wider Amsterdam region on a single occasion or infrequently, for example for a visit to a company on business.



Appendix 1

Schedule of Requirements

Contents

1.	Introduction	42
1.1	Purpose and Form of the Schedule of Requirements	42
1.2	Terms and Definitions	42
2.	Aim of the Design Contest	43
3	Description of the Functional Requirements of MaaS Service Zuidas	44
3.1	General	44
3.2	Standards and Non-discriminatory Cooperation to Provide for a Level Playing Field	44
3.3	Customisation and Personal Preferences	45
3.4	Planning	46
3.5	Booking	47
3.6	Travel	47
3.7	Support	48
3.8	Modification	49
3.9	Payment	50
3.10	Assuring Privacy	50

1. Introduction

1.1 Purpose and Form of the Schedule of Requirements

This Schedule of Requirements (SOR) is part of the procurement dossier and the MaaS Zuidas Design Contest. It describes the details of the Design Contest: the aim of the Design Contest (Chapter 2) and the functional requirements that must be met by the requested MaaS Service (Chapter 3).

The requirements in this SOR are supplementary to the requirements in the SOR of the Ministry of Infrastructure and Water Management's MaaS Framework Agreement. Jointly these two SORs form the SOR to be used for the MaaS Zuidas Design Contest.

This SOR should be read as an overview of 'knock-out criteria'. If a Tender does not meet the requirements set, it will not be taken into consideration. The contractual agreements between the Tenderer and the Municipality will be established in the Further Agreement, which will largely be based on the Tender submitted by the Tenderer.

1.2 Terms and Definitions

The terms and definitions used in this SOR, where capitalised, are described in the list of terminology included in Chapter 9 of the MaaS Zuidas Design Contest Tendering Guidelines, AI 2018-0065 (Guidelines).

2. Aim of the Design Contest

The overarching aim of the tender for the partnership regarding MaaS Zuidas is the creation of an effectively functioning and scalable MaaS Service that contributes to the sustainable and improved accessibility of the region, and thus its liveability and attractiveness. For a further explanation of the overarching aim and the reasoning behind it, please refer to Chapter 4.1 of the Guidelines.

Two additional matters are important in order to achieve this aim:

1. The request to all participating parties is that the MaaS Service should make available a wide and complete network of transport forms. To increase the accessibility of Zuidas, Amsterdam and the region, it is of primary importance that the local transport supply is made available. However, given that employees are likely to want to make use of the MaaS Service privately, too, a wide (national) coverage is desirable to meet the employees' mobility requirements. The desire to be able to scale the MaaS Service to reach a wider public than the initial users via the participating employers is in line with the provision of access to a wide supply of shared and public transport providers. This requires Tenderers to adopt a cooperative attitude, which must be apparent from the Tender.
2. The Zuidas employers concerned have indicated that they have a need for a MaaS Service and are open to the implementation of such a service within their operational management and mobility policy, provided that it meets their needs, demands and conditions. Naturally, the employers concerned already have mobility policies which are incorporated into collective labour agreements, and they have existing contracts with transport providers. Depending on the proposals made by Tenderers, these matters will have to be modified. Employers are willing to do this, but only if the service offered genuinely represents a substantial improvement on the transport possibilities that are currently at their disposal. Therefore, for a MaaS Service Provider offering an excellent service, there is ultimately an opportunity to increase the volume of business rapidly. In order to facilitate this, the employers have set out their most important aims, wishes, ambitions and conditions, and this has resulted in the co-creation of this Design Contest.

3 Description of the Functional Requirements of MaaS Service Zuidas

3.1 General

- The requirements of this SOR are additional to the requirements described in the 'Schedule of Requirements accompanying the Framework agreement for the implementation of seven regional, nationally scalable MaaS Pilots' (Programma van Eisen. Behorende bij de Raamovereenkomst voor de uitvoering van 7 regionale, landelijk opschaalbare MaaS Pilots) established by the Ministry of Infrastructure and Water Management, hereinafter referred to as Framework Agreement. Jointly these two SORs form the SOR to be used for the MaaS Zuidas Design Contest.
- By 1 January 2020 the MaaS Service in the Zuidas should at minimum comprise the following MaaS Functionalities:
 - planning,
 - booking,
 - travel,
 - payment.
- Before 31 December 2021 the MaaS Service in the Zuidas should comprise all MaaS Functionalities:
 - customisation and personal preferences,
 - planning,
 - booking,
 - travel,
 - support,
 - modification,
 - payment.
- Paragraphs 3.3 to 3.9 indicate the components of the functionalities that should be developed by 1 January 2020 and those which should be developed before 31 December 2021.
- From 1 January 2020 the Service must be usable at minimum by two Target Groups:
 - Employees, whereby the Employer purchases the Service and pays for its Employees.
 - Employees, whereby the Employees purchase and pay for the Service themselves.
- In addition to the required Target Groups above, it is seen as highly desirable that the Service should also be usable for other Target Groups:
 - Visitors and/or Residents who purchase and pay for the Service themselves.
 - Visitors and/or Residents making a single journey who purchase and pay for the service themselves.
- The service must be available in a minimum of two languages: Dutch and English.

3.2 Standards and Non-discriminatory Cooperation to Provide for a Level Playing Field

Requirements in the Ministry of Infrastructure and Water Management Framework Agreement

- The Service Provider is required to accept, and apply in the Service, the agreements, standards and APIs as established by the Ministry of Infrastructure and Water Management with regard to the Pilots.
- The Service Provider is required to include in the Service the Transport Providers and Transport Services that have been established as obligatory in the mini-competition.
- Where a Transport Provider is part of the Service Provider's Consortium, the Service Provider is required to ensure that the Transport Provider:
 - facilitates the possibility for the Transport Provider's most commonly used tickets to be resold by other Service Providers on a non-discriminatory basis;
 - facilitates the possibility for other Service Providers to generate Tickets by automated means;
 - supports travel using (digital) Tickets generated by third parties.

Additional requirements of the MaaS Zuidas Design Contest applicable as of 1 January 2020

The success of the Service depends on good interaction between supply and demand. This calls for a healthy MaaS ecosystem in which parties cooperate openly and transparently. Work to develop such an ecosystem will concentrate on at least three different aspects: open standards and technical interfaces; data sharing and work to develop effective policy and good governance; and finally, healthy private-law cooperation regarding financial and legal aspects of the cooperation between service providers and transport providers. A more detailed explanation can be found in Paragraph 5.1.4 of the Guidelines.

- The MaaS Service Provider commits to the release and/or use of any technical (open) standards that have been realised, market mechanisms and policy developments, as well as all other agreements developed in collaboration with the market players and authorities concerned, where they are established within the scope of the national MaaS programme or the Amsterdam MaaS pilot, or are mentioned in the roadmap for the MaaS ecosystem.
- In cooperation with other authorities, transport providers and mobility service providers, the Municipality will organise sessions to learn from the effects of MaaS and work on the development of a healthy MaaS ecosystem. The MaaS Service Provider is obliged to participate in these meetings, and also has a duty of best efforts to make an active contribution to their success.

Requirements in the Ministry of Infrastructure and Water Management Framework Agreement applicable from 31 December 2021

- For each Transport Service by a Private Transport Provider offered, the Service Provider is required where possible to include in the service at least two independent Private Transport Providers with comparable Transport Services.
- The Service Provider may not refuse any Transport Provider that offers its Transport Service for inclusion in the Service.

Additional requirements of the MaaS Zuidas Design Contest applicable as of 31 December 2021

- None

3.3 Customisation and Personal Preferences

Requirements in the Ministry of Infrastructure and Water Management Framework Agreement applicable as of 1 January 2020

- None

Additional requirements of the MaaS Zuidas Design Contest applicable as of 1 January 2020

- None

Requirements in the Ministry of Infrastructure and Water Management Framework Agreement applicable from 31 December 2021

The Service is required to support the entry of personal settings, preferences and restrictions by the user

- The Service must support the entry, storage and management of personal settings, preferences and restrictions by the user, so the most suitable travel options are offered, and options are only recommended if they are applicable to the individual concerned and experienced as appealing/useful.
- The Service must be able to use centrally stored personal aspects and preferences.
- The Service must use the personal aspects and preferences that have been entered as input for the other MaaS Functionalities.

- The personal settings must comprise the personal means of transport and the tickets that are already available to the user.

Additional requirements of the MaaS Zuidas Design Contest applicable before 31 December 2021

- Employers must be able to indicate preferences for their Employees regarding Transport Services (available/unavailable), add their own means of transport (e.g. pool cars) or promote sustainable Transport Services (put forward as a preferred option).
- Employers must be able to access up-to-date information online on journeys concerning Business Travel and Home-Work Travel, date and time, means of transport used, cost, used and remaining Mobility Budget (where applicable), CO₂ emissions and calories (kcal) used.
- Customers must be able to access up-to-date information online on journeys concerning Business Travel, Home-Work Travel and Private Travel, date and time, means of transport used, cost, used and remaining Mobility Budget (where applicable), CO₂ emissions and calories (kcal) used.

3.4 Planning

Requirements in the Ministry of Infrastructure and Water Management Framework Agreement applicable as of 1 January 2020

A multimodal travel planner which enables Participants to plan a trip based on point of departure, destination and times, on the basis of up-to-date information on departure, arrival, availability, and available capacity regarding the travel modality or modalities offered by the Transport Providers. Apart from rented or shared bikes, for example, this includes rented or shared cars, private or shared taxis, buses, trams, trains, metros, volunteer transport, transport for specific target groups, water taxis, ferries etc. Moreover, the travel planner incorporates the Participants' own means of transport (for example their own car or bike, and walking).

- The Service must include an integrated multimodal travel planner.
- The Service must support at minimum the following publicly accessible travel modalities:
 - Public transport (train, tram, metro, bus and ferry);
 - Shared and rented bikes;
 - Shared and rented cars;
 - Private and shared taxis.

Requirements in the Ministry of Infrastructure and Water Management Framework Agreement applicable before 31 December 2021

- The Service must enable Participants to plan a journey on the basis of a selected point of departure, destination and times in combination with saved personal settings and preferences, in direct dialogue with the Customer, on the basis of up-to-date departure and arrival information and up-to-date information on availability regarding the travel modality or modalities provided.
- In its journey planning, the Service must include advice from third parties (such as a traffic management agency), relevant weather conditions, and up-to-date traffic and public transport information.

Additional requirements of the MaaS Zuidas Design Contest applicable before 31 December 2021

- In addition to the point of departure and/or destination and times, the multimodal journey planner must be able to include additional stops. The Service must actively distribute information on construction work in and around the Zuidas (for example the large-scale construction work at Zuidasdok). The information will be supplied by Zuidas Bereikbaar (the umbrella programme for Zuidas and Zuidasdok).

3.5 Booking

Requirements in the Ministry of Infrastructure and Water Management Framework Agreement applicable as of 1 January 2020

A functionality that enables Customers to reserve with or purchase from the Service Provider a planned journey using different modalities in a single transaction, either in its entirety or in part as selected by the Customer.

- The Service must include the functionality with which the following steps can be followed with regard to a planned journey:
 1. Check availability of the Transport Service to be booked; and
 2. If available, make a reservation, if this is a possibility offered by the Transport Provider; and
 3. if necessary, generate tickets (e.g. e-tickets) and deliver them to the Customer; or
 4. If unavailable, inform the Customer and offer possible alternatives.
- The Service Provider must automatically send the booking request for the segments of the planned journey to the relevant Transport Providers.
- The Service Provider must collect the Tickets received from the Transport Providers in the MaaS app and make them available to the Customer so that it is straightforward for the Customer to make the planned journey.

Additional requirements of the MaaS Zuidas Design Contest applicable as of 1 January 2020

- When booking, the customer must be able to indicate whether the journey concerns Business Travel, Home-Work Travel or Private Travel.
- The customer must be able to access an overview of bookings made.

Requirements in the Ministry of Infrastructure and Water Management Framework Agreement applicable before 31 December 2021

- The Service Provider must be able to offer the Customer the option to book a planned journey in its entirety in a single transaction using the app.

Additional requirements of the MaaS Zuidas Design Contest applicable before 31 December 2021

- None

3.6 Travel

Eisen uit Raamovereenkomst IenW van toepassing vanaf 1 januari 2020

The possibility to be able to travel with a ticket supplied by the Service Provider.

- The Service Provider must make the Tickets for the travel reservation available to the Customer.
- The Service Provider must supply the Tickets in such a way that their use is suitable for the method of access to the applicable Transport Service.

Additional requirements of the MaaS Zuidas Design Contest applicable as of 1 January 2020

- From 1 January 2020/milestone 2 the Service must offer at minimum the following transport services:
 - public transport (train, tram, metro, bus and ferry);
 - at least one bike sharing service or bike rental provider operating in the Zuidas;
 - at least one car sharing provider operating in the Zuidas;
 - at least one car rental provider operating in the Zuidas;
 - at least one private or shared taxi provider operating in the Zuidas;
 - at least one parking garage provider operating in the Zuidas and at least one P+R parking provider in the Amsterdam region (combinations by a single provider are permitted).

- The Service Provider must make maximum efforts to offer all transport options and alternatives included in the Zuidas Bereikbaar ('Accessible Zuidas') programme. For a general overview of the various measures, see Appendix 9 of the City of Amsterdam's MaaS Zuidas Design Contest Tendering Guidelines.

Requirements in the Ministry of Infrastructure and Water Management Framework Agreement applicable before 31 December 2021

- None

Additional requirements of the MaaS Zuidas Design Contest applicable before 31 December 2021

- In the period between 1 January 2020 and 31 December 2021, the Service must be extended to include more transport services and providers.
- In developing the Service, the Service Provider must enter into discussion with Employers on making the Employers' own means of transport available for all the Service's Participants (for example, by means of combining pool or fleet cars, stationary lease fleet, available parking spaces, shared bikes etc).

3.7 Support

Requirements in the Ministry of Infrastructure and Water Management Framework Agreement applicable as of 1 January 2020

- None

Additional requirements of the MaaS Zuidas Design Contest applicable as of 1 January 2020

- None

Requirements in the Ministry of Infrastructure and Water Management Framework Agreement applicable before 31 December 2021

The pro- and reactive support offered by the Service Provider to Participants for Planning and Booking journeys, Travel, Modification and Payment.

Because of the comprehensive nature of the MaaS services concerned, the Service Provider must provide Participants with extensive support in a wide variety of forms in relation to Planning, Booking, Travel, Modification and Payment regarding journeys. To provide Participants with optimal information and support, the Service Provider must also use social media and establish a customer contact centre, which should be operational throughout the Duration. Although the Service Provider will be given as much freedom as possible to realise the required result, the Commissioning Client will vigilantly ensure that Service Provider brings neither the Commissioning Client nor the Ministry of Infrastructure and Water Management into discredit.

The Service Provider must therefore actively prioritise customer friendliness and good service, as well as the protection of privacy and the prevention of fraud and errors.

- In order to support Participants in Planning, Booking, Travel, Modification and Payment regarding journeys, the Service Provider must establish a customer contact centre which Participants can approach to ask questions, report information, submit requests or make complaints.
- Via the customer contact centre, the Service Provider must be able to provide potential Participants and other interested parties with information on the Pilot, and record reported information, requests or complaints.
- The customer contact centre established by the Service Provider must meet the following minimum requirements.

- The customer contact centre must be contactable via multiple communication channels, including at minimum internet, email, telephone and post;
- The customer contact centre must be contactable 24 hours a day and seven days a week at least by email;
- On average, 90% of all incoming e-mails must be answered within one working day with a response addressing their contents, with a maximum response time of two working days;
- The customer contact centre must be contactable and provide a personal response on working days from 09:00 to 17:00;
- The staff of the customer contact centre must be proficient in spoken and written Dutch and English.

Additional requirements of the MaaS Zuidas Design Contest applicable before 31 December 2021

- The Service Provider must make maximum efforts to contact Employers at the Zuidas proactively in order to promote the Service within the organisations, also providing advice on the way in which it can be successfully implemented.
- The Service Provider must make maximum efforts to inform the Employer and/or customer of the most economical way to travel on the basis of the existing travel pattern.

3.8 Modification

Requirements in the Ministry of Infrastructure and Water Management Framework Agreement applicable as of 1 January 2020

- None

Additional requirements of the MaaS Zuidas Design Contest applicable as of 1 January 2020

- None

Requirements in the Ministry of Infrastructure and Water Management Framework Agreement applicable before 31 December 2021

- The Service Provider must propose solutions to Participants if as a consequence of calamities or unforeseen circumstances one or more of the travel modalities offered by the Service Provider cannot be provided or have to be altered, or if the Customer wishes to modify the journey, either before or during the journey. As soon as any problems with the reserved journey become known, the Service Provider must propose possible alternatives to the Customer. In the case of an extensive calamity, this requirement should be interpreted reasonably and fairly.
- The Service Provider must offer the Customer the possibility to modify a reserved journey both before and during the journey.
- The Service provider must offer the Customer the possibility to evaluate the alternatives proposed and modifications made in relation to the planned journey, and to accept the chosen alternative.
- The Service Provider must process the modifications and supply the Customer with new tickets in accordance with the requirements in 3.6 Travel.
- The Service Provider must be able to offer the Customer advice (e.g. by means of a push notification) about alterations to a journey, either on its own initiative or on the initiative of a third party (e.g. a traffic management agency).

Additional requirements of the MaaS Zuidas Design Contest applicable before 31 December 2021

- The customer must be able to modify or cancel a booking and be aware of cancellation costs in advance.

3.9 Payment

Requirements in the Ministry of Infrastructure and Water Management Framework Agreement applicable as of 1 January 2020

The possibility offered by the Service Provider to have Participants pay for the entire journey by means of a single existing payment facility and/or by means of a travel card/subscription that functions as a payment method and/or admission pass for all segments and modalities of the journey. Given the restrictions of the present public transport system, for journeys made using public transport, the customer will have to pay in advance for e-tickets for a travel reservation; however, the ultimate aim is that Customers should be able to pay afterwards for a journey as actually made, using a payment method of their choice.

- The Service Provider must support at minimum the following payment facilities:
 - iDEAL, credit card and PayPal; and
 - OV-chipkaart; and
 - as far as possible, the mobility cards issued by business card providers.
- The Service Provider must enable the Customer to pay afterwards for the journey as actually made, using existing payment facilities, taking into account the requirements and restrictions set by the Transport Providers concerned.

Additional requirements of the MaaS Zuidas Design Contest applicable as of 1 January 2020

- In view of the fiscal implications of Private Travel, it is necessary that the Travel History, booking overview and invoice indicate whether a journey concerns Business Travel, Home-Work Travel or Private Travel.
- If the Service is purchased by the Employer, the Service Provider must also enable the Employer (in addition to the Customer) to pay afterwards for the journey as actually made, using existing payment facilities, taking into account the requirements and restrictions set by the Transport Providers concerned.
- If the Service is purchased by the Employer, the Service must be invoiced by means of a single invoice to the Employer for all journeys made, distinguishing between Business Travel, Home-Work Travel and Private Travel (after which the Employer recoups the cost of Private Travel from the Employee).
- Where invoicing for Private Travel takes place via the Employer, the invoice must show only the total amount and no other information.
- The invoice must include an overview of journeys made, date and time, means of transport used, cost, and CO₂ emissions.

Requirements in the Ministry of Infrastructure and Water Management Framework Agreement applicable before 31 December 2021

- None

Additional requirements of the MaaS Zuidas Design Contest applicable before 31 December 2021

- If the Service is purchased by the Employer, in addition to invoicing by means of a single invoice to the employer, it must also be possible to invoice by means of a separate invoice to the Employer for Business and Home-Work Travel and a separate invoice to the Employee for Private Travel.

3.10 Assuring Privacy

In the Privacy Plan, the Service Provider must devote explicit attention to the privacy of Private Travel where invoicing takes place via the Employer.





Appendix 2

Draft Further Agreement

between

XXXXX

and

CITY OF AMSTERDAM

Regarding the realisation of MaaS Zuidas

1. XXXX, having offices at XXXX, Amsterdam, legally represented for the purposes of this Agreement by XXXX, hereinafter referred to as **"MaaS Service Provider"**

and

2. THE CITY OF AMSTERDAM, having offices at Amstel 1, 1011PN Amsterdam, legally represented for the purposes of this Agreement by Mr D. van Traa, Zuidas Director, hereinafter referred to as **"the Municipality"**.

WHEREAS:

- On 17 September 2018, the Ministry of Infrastructure and Water Management instigated a procurement procedure for a MaaS Framework Agreement, which was granted on 7 December 2018, and within which different regions may make a request for further tenders for a MaaS Service;
- On 7 January 2019, the Municipality, in partnership with Transport Authority Amsterdam (Vervoerregio Amsterdam) and in consultation with the Employers concerned, invited MaaS Service Providers to submit a tender in response to the further request regarding MaaS Zuidas;
- The Municipality decided that this should take place in the form of a Design Contest, as described in the MaaS Zuidas Tendering Guidelines;
- The design for the MaaS service has been ranked by the jury [as the best/in X place];
- - Further to the Jury's recommendation, the Municipality decided to negotiate with the MaaS Service Provider on the realisation of the Tender, whereby the proposal submitted by the MaaS Service Provider in combination with the aims, wishes and ambitions of the Municipality (and its partners) formed the basis for the outcome of the negotiation;
- The negotiations resulted in an outcome mutually agreed by the Municipality and the MaaS Service Provider, to which the Parties wish to commit by means of this further Agreement;
- [...to be completed on the basis of the MaaS Service Provider's Tender];
- [...to be completed on the basis of the MaaS Service Provider's Tender];
- [...to be completed on the basis of the MaaS Service Provider's Tender].

[alle op basis van de Inschrijving in overleg te vullen onderdelen van deze concept-nadere overeenkomst zijn als geel gearceerde blokjes weergegeven].

AND THEREFORE AGREE AS FOLLOWS:

1. Definitions and interpretation

- 1.1 The terminology as defined in Chapter 9 of the MaaS Zuidas Design Contest Tendering Guidelines, AI 2018-0065 (Guidelines) also applies to this further Agreement.
- 1.2 The following appendices form an integral part of this Agreement:
- Appendix 1: The MaaS Framework Agreement, as agreed between the MaaS Service Provider and the Ministry of Infrastructure and Water Management, including all appendices referred to in Article 1.2 of the MaaS Framework Agreement.
 - Appendix 2: The MaaS Zuidas Tendering Guidelines, AI 2018-0065, including the appendices and the Schedule of Requirements accompanying the Guidelines.
 - Appendix 3: Tender for the MaaS Zuidas Design Contest by the consortium represented by [XXXXXX d.d. XXXXXX], comprising:
 - a Submission Form (Inschrijvingsbiljet);
 - an essay, specific to the context of the MaaS in Amsterdam;
 - a design for a MaaS Service, including milestones, results and conditions linked to scheduled payments;
 - the accompanying business case, including budget;
 - the recruitment and marketing plan;
 - the mock-up/customer experience;
 - the planning;
 - the risk assessment;
 - the Privacy Impact Assessment.
- 1.3 The Agreement respects the terms, requirements and rules set out in the MaaS Framework Agreement; it does not alter them but only supplements them.
- 1.4 Should there be contradictions between the contents of the Agreement and the contents of the attached Appendices, a lower appendix number shall prevail over a higher appendix number.

2. Common aim

- 2.1 The aim of the Municipality and its partners (Employers, the Ministry of Infrastructure and Water Management and Transport Authority Amsterdam) is the realisation of a successful and scalable MaaS service that contributes to the sustainable accessibility of the region, as described in the MaaS Framework Agreement and in Chapter 3 of the Guidelines. This MaaS service should have at minimum the following characteristics:
- 2.1.1 MaaS Zuidas will offer travellers a good alternative to the car for commuting between home and work, an attractive supplement to the car for occasional journeys made using a different form of transport, and a good addition to a standard work commute by public transport or bicycle, in order to reduce car ownership among travellers, and the associated occupation of public space. MaaS Zuidas will thus make an important contribution to reducing car use during peak hours.
- 2.1.2 The MaaS service will demonstrably satisfy its users. It will respond to their underlying wishes, limitations and motivations, and is independently capable of serving the transport needs of a growing number of travellers, taking into consideration both business and private use.

2.1.3 The MaaS Service will be capable of independent growth/scaling no later than 31 December 2021. Ultimately (and as soon as possible), the MaaS Service will not only be available to employers and employees in the Zuidas, but will be rolled out more widely within and beyond the region. An important first step may be to serve the employees of nationally operating companies in the Zuidas, but by no means does it need to be limited to this. So the available forms of transport can also be scaled up, the MaaS Service Provider will cooperate with the Municipality, the Ministry of Infrastructure and Water Management and Transport Authority Amsterdam in the creation of a healthy MaaS ecosystem. Close collaboration will ensure alignment with national developments to avoid the establishment of separate 'Amsterdam standards'.

2.2 The aim of the MaaS Service Provider is [XXXX].

2.3 The joint aim of the Municipality and the MaaS Service Provider is [XXXX].

33. Tasks and responsibilities of the MaaS Service Provider

3.1 The MaaS Service Provider is responsible for the realisation of the MaaS Service and the division of roles and responsibilities between the MaaS Service Provider and any subcontractors, as described in the Tender.

3.2 The MaaS Service Provider is responsible for providing access to mobility products and services offered by Transport Providers by means of its own MaaS Service. At minimum, access must be provided to the transport services as described by the MaaS Service Provider in its Tender.

3.3 The MaaS Service Provider is responsible for contracting Zuidas Employers, other employers and end users/travellers for its MaaS Service. This will not be arranged by the Commissioning Client.

3.4 The MaaS Service Provider commits itself to participating in meetings and working sessions arranged by the Commissioning Client and its partners, aimed at improving cooperation with Employers and the accessibility of Zuidas and other parts of the region, and the promotion of a healthy MaaS ecosystem.

3.5 The MaaS Service Provider will make every effort to generate and maintain sufficient financial resources for the realisation and operation of the proposed MaaS Service, and also:

3.5.1 generate sufficient funds to finance the proposed activities and realise the MaaS Service;

3.5.2 generate sufficient resources in kind to:

- guarantee the necessary knowledge, expertise and infrastructure required to implement the MaaS Service;

- ensure the commitment of subcontractors and public/private partners as proposed in the Tender.

3.6 The MaaS Service Provider is responsible for [XXXX].

4. Tasks and responsibilities of the Municipality

- 4.1 The Municipality is responsible for making available public funds as stated in the Guidelines for the realisation of the MaaS Service proposed by the MaaS Service Provider, as prescribed in Chapter 5 of this Agreement.
- 4.2 The Municipality is responsible for [XXXX].
- 4.3 In addition to the above, the Municipality has a duty of best efforts regarding the matters described in Chapter 4.2.2 of the Guidelines, including:
- collaborating with the MaaS Service Provider on demand aggregation, by helping the MaaS Service Provider to gain access to Employers and relevant networks in Zuidas;
 - where relevant, informing the MaaS Service Provider of specific scheduled disruptions caused by construction work in relation to the Zuidasdok project, including planned measures to minimise disruption;
 - in cooperation with the Ministry of Infrastructure and Water Management, Transport Authority Amsterdam and other MaaS regions, organising broad discussions with stakeholders (including transport providers) on the creation of a healthy MaaS ecosystem, so the MaaS Service Provider can actively contribute to it;
 - organising the collection of and access to the relevant data in the field of traffic flows, modal split and other quantitative aspects of traffic in Zuidas, and arranging the biannual Zuidas Mobility Survey to provide insight into the qualitative aspects of traffic and mobility flows in the Zuidas.

5. The release of public funds and the results to be achieved by the MaaS Service Provider

- 5.1 The Municipality will make funds available to the MaaS Service Provider totalling:
- 5.1.1 €[XXXX] (not including VAT) in cash;
 - 5.1.2 €[XXXX] (not including VAT) in cash for general provisions for the promotion of a healthy MaaS ecosystem, (Article 5.3 does not apply);
 - 5.1.3 [XXXX] other contributions/efforts on the part of the Municipality and/or its partners in kind.
- 5.2 The release of funds will be based on the (phased) achievement of the results to be indicated by the MaaS Service Provider. The milestones described in the Guidelines each mark the start of a phase in which the MaaS Service Provider will take its MaaS Service a step further. The MaaS Service Provider will indicate the public funding it will need for each phase (in tranches), and the results it will have achieved in the preceding phase. If the promised results of the preceding phase have been achieved, the MaaS Service Provider will be entitled to the public funding for the subsequent phase.
- 5.3 The final amount in co-funding per result will be partly determined on the basis of the degree to which the promised results have been achieved, and the MaaS Service Provider's own contribution has been realised in the proportion of 1:1.
- 5.4 The Municipality will make the first tranche available at the start of the MaaS Service (milestone 1, as described in the Guidelines). Payments of subsequent tranches will only be made once, on the basis of information provided to the Municipality by the MaaS Service Provider, the Parties have jointly determined whether and to what extent the preceding results have been achieved, and it has been

decided whether the development of the Service should continue. The payment of each instalment will be made within 30 days of the decision to continue the development of the Service.

5.5 On the basis of the MaaS Service Provider's proposal, the MaaS Service Provider and the Municipality have agreed on the following results and public and private funding [The following is an example, intended to indicate the degree of specification necessary in the agreements. A definitive description will be included on the basis of the MaaS Service Provider's Tender, establishing agreements on results to be achieved. Below are the compulsory milestones referred to in the Guidelines.]:

5.5.1 **Milestone 1:** [Date to be specified by the MaaS Service Provider] – start of implementation of beta phase. Result achieved in the field of:

- target group: [XXXX];
- functionality: [XXXX];
- forms of transport provided: [XXXX];
- development of the service: [XXXX];
- public funding required (in cash/in kind): [XXXX];
- co-funding by MaaS Service Provider (in cash/in kind): [XXXX].

5.5.2 **Milestone 2:** [Date to be specified by the MaaS Service Provider] no later than 1 January 2020. Result achieved in the field of:

- target group: [XXXX];
- functionality: [XXXX];
- forms of transport provided: [XXXX];
- development of the service: [XXXX];
- public funding required (in cash/in kind): [XXXX];
- co-funding by MaaS Service Provider (in cash/in kind): [XXXX].

5.5.3 **Milestone 3:** [Date to be specified by the MaaS Service Provider] between 1 January 2020 and 31 December 2021. Result achieved in the field of:

- target group: [XXXX];
- functionality: [XXXX];
- forms of transport provided: [XXXX];
- development of the service: [XXXX];
- public funding required (in cash/in kind): [XXXX];
- co-funding by MaaS Service Provider (in cash/in kind): [XXXX].

5.5.4 **Milestone 4:** [Date to be specified by the MaaS Service Provider] no later than 31 December 2021. Result achieved in the field of:

- doelgroep: [XXXX];
- functionaliteit: [XXXX];
- vervoersaanbod: [XXXX];
- ontwikkeling van de dienst: [XXXX];
- benodigde publieke financiering (in cash / in kind): [XXXX];
- cofinanciering door MaaS Dienstverlener (in cash / in kind): [XXXX].

5.6 The MaaS Service Provider is responsible for arranging the financial accountability of the Project in accordance with the requirements described in Chapter 10 of this Agreement. The following rules apply with regard to the contribution required of the MaaS Service Provider:

- 5.6.1 In determining the MaaS Service Provider's contribution to the partnership, the following contributions (whether in cash or in kind) may not be included (without the prior written approval of the Municipality):
- contributions by the MaaS Service Provider funded out of subsidies granted to the MaaS Service Provider by the Municipality, the Ministry of Infrastructure and Water Management or Transport Authority Amsterdam;
 - all other contributions from a Municipal Department of the City of Amsterdam;
 - submission costs, tendering costs and/or costs during the negotiation phase incurred by the MaaS Service Provider in relation to the submission of the Tender.
- 5.6.2 The costs and hours accounted for have genuinely been incurred/worked, have been recorded in accordance with the applicable terms, have been necessary to the implementation of the Project and have been at the expense of the MaaS Service Provider.
- 5.6.3 The costs accounted for relate to the correct period, namely within the duration of the Project.
- 5.6.4 The costs are verifiable and can be attributed to the Project.
- 5.6.5 The maximum rate that may be charged regarding a contribution in kind is €125 per hour (not including VAT).
- 5.6.6 Overhead may only be attributed to the Project where it has been directly used for the purposes of the Project

6. Monitoring and evaluation

- 6.1 To monitor and evaluate the aims described in the Guidelines, a Learning Environment will be used, which is to be established within the scope of the Framework Agreement. No additional data flow will be required from the MaaS Service Provider [provisional: definitive agreements on the basis of the MaaS Service Provider's Tender]. However, the MaaS Service Provider is obliged to actively cooperate with the Municipality and its partners, and contribute ideas on optimising monitoring and information [please feel free to make proposals on how this may be accomplished].
- 6.2 The Aims of the Municipality and its partners in supporting the development of the intended MaaS Service is that it should contribute to the sustainable accessibility of the region and be capable of scaling independently (no later than 31 December 2021). For this reason, in addition to the achievement of the milestones described in Article 5.5, the following performance indicators will be monitored
- 6.2.1 number of active Participants [XXXX per phase/milestone];
 - 6.2.2 user satisfaction: at minimum, the same as the average for all travellers on the basis of the annual Zuidas Mobility Survey;
 - 6.2.3 modal split during peak hours: at minimum, a lower proportion of car use during rush hour than the average for all travellers to and from the Zuidas on the basis of measured travel intensities (on an average representative working day).
- 6.3 The Municipality and MaaS Service Provider will jointly ensure that findings within the scope of the Project will be shared with relevant stakeholders and interested parties, in order to work towards the creation of a MaaS ecosystem that is as healthy and operationally successful as possible.

7. Duty of repayment to the Municipality on the part of the MaaS Service Provider

If the Municipality concludes that a milestone and its associated results as described in Article 5.5 of this Agreement have not been achieved fully or by the specified deadline, or concludes that the MaaS Service Provider has not met its co-funding obligations, either in part or in full, or has failed to meet its obligations as established in this Agreement in any other way, the Municipality may immediately recover advances made to the MaaS Service Provider in relation to the milestone concerned, either in part or in full. Where possible, amounts to be recovered will be offset against advances yet to be made.

8. Duration of the Agreement

- 8.1 This Agreement is effective from [XXXX, on the basis of the MaaS Service Provider's proposal] 2019 until the realisation of the MaaS Service, i.e. the point at which milestone 4 has been achieved and delivered. The MaaS Service Provider's obligations as established within the scope of the Framework Agreement will remain in effect should milestone 4 be reached before 31 December 2021.
- 8.2 The Agreement will legally expire on 31 December 2023, even in the case that not all milestones have been reached.

9. Default, changes in the implementation of the Agreement, and early termination of the Agreement

- 9.1 If one of the Parties fails to meet its obligations as established in this Agreement and is thus in default, this Party will inform the other Party without delay and immediately propose an approach whereby the default will be remedied. The Party will be regarded as being in breach of contract or in default in the sense of Section 6.74 et seq. of the Dutch Civil Code.
- 9.2 If a Party has met its obligations as established in this Agreement but, due to an external factor beyond the Party's control, it is no longer able to fulfil this Agreement, it will inform the other Party without delay. The Party will immediately send the other Party a proposal detailing alterations to the implementation of the Agreement that nonetheless do justice to the joint aims of the Parties and the tasks and responsibilities of each Party.
- 9.3 The other Party has four weeks to reach a decision on the proposed altered implementation of the Agreement. If the other Party does not reach a decision within four weeks, or rejects the proposal, at the end of this four-week period the Parties are entitled to terminate this Agreement early, without any obligation on the part of either Party to pay the other compensation, except where this falls within the duty of repayment as described in Article 7.
- 9.4 If it appears from the Monitoring and Evaluations as referred to in Article 6 of this Agreement that although the Parties have met all their obligations, the intended positive societal effects as referred to in Article 6 (active users, user satisfaction and the desired results regarding modal split) structurally and significantly [to be further defined on the basis of the MaaS Service Provider's Tender] fall short of the Parties' expectations, the Parties may terminate this Agreement early. In this case, early termination will take place by means of a letter sent by one Party to the other Party

by registered post detailing evidence that the desired results of the partnership structurally and significantly fall short of the Parties' joint expectations.

9.5 Changes to the Agreement are only valid if they are agreed between the two Parties in writing.

10. Financial statements and audit opinion

- 10.1 In order to provide oversight to ensure the correct and justified expenditure of the funding contributed by the Municipality as referred to in Article 5.1 and the other contributions described in that article, the MaaS Service Provider's financial statements must be accompanied by an audit opinion supplied by an independent Accountant.
- 10.2 No later than six months after the start of the Project, the Accountant will convey findings with regard to the audit in the form of a report of factual findings. This must be completed according to the model included in Appendix 3 of the Agreement.
- 10.3 The Accountant's audit must ascertain that the MaaS Service Provider has fulfilled the conditions set out in Article 5.6 of this Agreement.
- 10.4 The accounts regarding the MaaS Service Provider's Project must be accessible at all times to controllers appointed by the Municipality, provided that a minimum of five working days' notice is given. This means that the accounts must be physically accessible, in legible form, and with at least a copy available in Dutch.
- 10.5 Twice per year throughout the duration of the Project, on 1 August and 1 February, an audit/consultation may be conducted by the independent Accountant, on which a report must be submitted. At the end of the project, the Accountant will conduct a final audit, and submit a definitive opinion. The Accountant will assess whether the budgeted hours in kind and other costs in cash have genuinely been devoted to the Project and whether the MaaS Service Provider's Administrative Organisation and Internal Control is of an adequate standard.
- 10.6 The cost of these audits and opinions as described in Article 10.5 are payable by the Municipality up to a maximum of €5,000. If the costs, for example as a result of lack of clarity in the MaaS Service Provider's accounting, prove to be higher than this amount, the additional costs will be payable by the MaaS Service Provider. These costs may not be included as a contribution offset against co-funding.
- 10.7 On request, the MaaS Service Provider will provide the Municipality or its advisers with any information that the Municipality requires in order to fulfil its duty of accountability to its public partners.

11. Confidentiality

- 11.1 Each Party will maintain the confidentiality of information that has been provided to it in confidence, and will not share it with third parties without the prior written permission of the other Party, unless (a) the release of this information is required by law for the Authorities – but this will also take place after consulting the other Party – and (b) a duty of professional confidentiality applies to the third party concerned.
- 11.2 Notwithstanding the first paragraph, the Municipality is entitled to release a report of the contents of this Agreement publicly once it has been signed by the Parties.

12. Additional practical agreements

- 12.1 After the signature of this Agreement, a kick-off meeting will be held. As a result of this meeting, the MaaS Service Provider and the Municipality will make mutual agreements in different practical working documents on what form the following will take:
- joint communications and communication strategies;
 - project structure for the partnership and contact persons;
 - implementation of consultation structure;
 - design of the progress reports, the Accountant's opinion/Planning & Control cycle;
 - monitoring and evaluation structure for MaaS Zuidas;
 - the design of a decision-making and escalation model;
 - [XXXX on the basis of the MaaS Service Provider's Tender].

13. The Policy Measure on Integrity and Agreements (BIO)

- 13.1 In submitting a Tender, the MaaS Service Provider declares that at the time of signing this Agreement, no Integrity Risk applies to the MaaS Service Provider, and it has no knowledge of any Integrity Risks applying to any parties connected to the MaaS Service Provider, as described in the Policy Measure on Integrity and Agreements (*Beleidsmaatregel Integriteit en Overeenkomsten, BIO*). The Municipality may, at its discretion and with immediate effect, suspend or terminate the implementation of the Agreement and any other agreement between the MaaS Service Provider and the Municipality, without liability to pay damages and/or obligation to provide notice, if it appears that in the course of implementing the project, the contractor has failed to act with integrity, as intended in the BIO.
- 13.2 If within the duration of this Agreement the Municipality decides to conduct an Integrity Screening, the MaaS Service Provider is obliged to cooperate, as are its subcontractors and partners. The MaaS Service Provider will impose this obligation on its subcontractors and partners. If the MaaS Service Provider or its subcontractors and partners fail to cooperate with the Integrity Screening, the Municipality may also suspend or terminate the Agreement at its discretion, without liability to pay damages.
- 13.3 The BIO forms an integral part of this Agreement, and is available for download (in Dutch) at: <https://www.amsterdam.nl/bestuur-organisatie/volg-beleid/veiligheid/integer-handelen/beleidsstukken-bio/>

14. Settlement of disputes

- 14.1 Should conflicts, disputes or differences of opinion arise, they will first be discussed at the escalation level as referred to in Article 12.1 with a view to finding a solution. Only if no solution to the dispute has been found within three weeks of escalation can legal recourse be taken.
- 14.2 This Agreement shall be governed by Dutch law.
- 14.3 Where the implementation of this Agreement is concerned, the Parties elect domicile with the Dutch court in The Hague, in accordance with the overriding MaaS Framework Agreement

15. Other provisions

- 15.1 No General Terms and Conditions of the Municipality are applicable to this Agreement. The Municipality expressly rejects any General Terms and Conditions of the MaaS Service Provider.
- 15.2 Obligations which by their nature are intended to endure after the expiry of this Agreement will continue to apply. These obligations include: Article 7, Duty of repayment to the Municipality on the part of the MaaS Service Provider; Article 10, Financial statements and audit opinion; Article 11, Confidentiality and Article 14, Settlement of disputes, choice of domicile and applicable law.
- 15.3 The Parties indemnify each other against any claims from third parties for compensation for damage incurred as a result of actions and or/behaviour of the Parties or a third party engaged by one of the Parties within the scope of the implementation of the Agreement.
- 15.4 With the signing of this Agreement, all previous verbal or written agreements made between the Parties regarding this Agreement cease to be valid.

Agreed and signed in duplicate in Amsterdam on XXXXX.

XXXXX

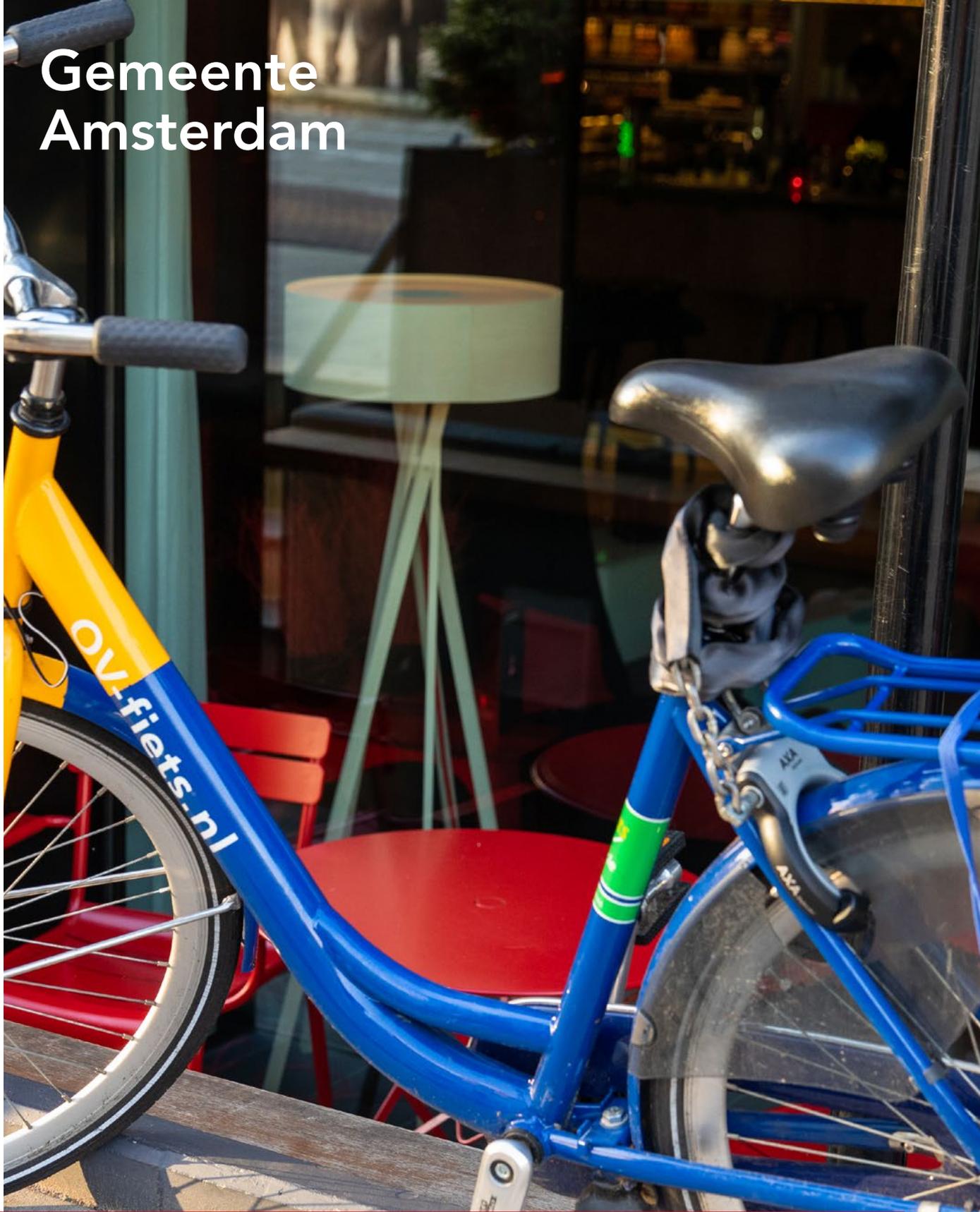
City of Amsterdam

Name:
Position:

Name: Mr D.W. van Traa
Position: Zuidas Director



Gemeente Amsterdam



City of Amsterdam
Zuidas

WTC, Central Hall
Strawinskylaan 59
1077 XW Amsterdam

P.O. Box 79092
1070 NC Amsterdam
Phone +31 20 575 2111
www.zuidas.nl

City of Amsterdam is partner in

