

Framework Agreement for "Analyses of Flexible transport

FRAMEWORK AGREEMENT ATB AS

Appendix Instructions for SSA-R – Framework Agreement – version 2015

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Appendix 1: General description of the deliverables to which the framework applies, and an overview of the principles who may issue awarding contracts under the Framework Agreement

The Agreement, clause 1.1 Purpose and scope

AtB is a mobility company administrating the public transport in Trøndelag. AtB is registered as a limited company and is fully owned by Trøndelag County Authority. AtB is responsible for planning, purchasing and marketing a provident public transport service. As a mobility company, AtB will facilitate easy, seamless travel adapted to different needs and travel patterns. The public transport will be developed and presented together with cycling, walking and sharing services. The goal is for travellers to get easily from A to B without using their own car.

AtBs responsibilities:

- Plan and coordinate routes for bus, boat and ferry.
- Plan and coordinate school buses and routes.
- Marketing and information regarding public transport services.
- Develop, operate and maintain ticket and information services.
- Customer support and route information.
- Conduct tenders within bus, boat and ferry following public procurement regulations.

AtB aims to do this in such a way that the public transport services in Trøndelag appears attractive, coordinated and efficient. This requires cooperation with customers, partners, owners and operators to make public transport, along with cycling and walking, a natural first choice.

Traditional public transport is based on routes that go in fixed places at fixed times. The term "flexible transport" is in this context defined as publicly available transport which does not follow a fixed route and a fixed timetable.

AtB currently operates on-demand transport services by taxi in the northern part of the county, and the pilot project for the elderly called "67 pluss" in Trondheim. From August 2021, an on-demand transport offer will be implemented throughout the county of Trøndelag. Mainly on the basis of preparation and further optimization of the latter, we now announce this framework agreement. However, given the definition of flexible transport as publicly available transport without fixed routes and fixed times, topics such car sharing, ride sharing, and bike sharing is included in the scope that the Framework agreement includes. The purpose of the acquisition is to find a partner who can assist AtB in identifying and implementing systematic measures to ensure that resources are used in a good and efficient way when we plan and operate our flexible transport concepts. The Contractor must have completed assignments in feasibility studies for mobility in other establishments.



The Customer requires the Contractor to use the same key personnel for all call-offs during the contract period of the Framework agreement, and that these have the right expertise and experience profile that enable them to perform complex, high-quality analyses of flexible transport. The Customer envisages the Contractor putting together a team of up to 3 key personnel for the assignments in the Framework agreement. It is the contractor's responsibility to offer the right composite competence / expertise in their offer (CVs).

The Framework Agreement regulates the procurement of:

• feasibility studies and analyses of mobility concepts in the geographical area where AtB operates.

The Framework Agreement is entered because AtB has identified the need for analyses, but without being able to determine the scope or specify the assignments in advance, other than what appears below in 1.1 Specific about the scope. SSA-R therefore regulates the overall obligations between the parties. The individual deliveries are regulated through the call-off contracts, see Appendix 3.

1.1 Specifics about the scope

1.1.1 General information

- It can be challenging to manage public transit in Trøndelag due to large distances and sparsely populated areas. Many of the fixed routes have few passengers during the day, and the existing on-demand transport offers have a small degree of pooling. This provides a potential for optimization regarding economy, emissions, customer needs and the interface between route-based transport and on-demand transport.
- In our future services concepts, we want to optimize the services according to one or several of the above factors, within the budgetary framework that applies in each case. There is an assumption that an increased degree of pooling I is a key factor in optimizing the supply.
- The specific assignments will be specified in the individual call-offs.

1.1.2 First call-off

- The aim of the first analyses/call-off is to find the best model for organizing the ondemand mobility service in Trøndelag, cf. Attachment 1.1 "Short introduction to AtB's plans for a flexible transport concept in the Trøndelag region" for information about the topic and its significance for AtB.
- The winner of the Framework Agreement must take on an assignment to be delivered by 21st September. The Contractor who ends up as winner of the Framework Agreement will, through the act of submitting an offer in the tender competition, confirm that he has the capacity and ability to take on the first assignment (first calloff) in September.



- Initially, the client envisages that the supplier will carry out an analysis of how the
 client can get the most, as well as the best, flexible transport in Trøndelag within a
 limit of NOK 50 million. The client asks for a brief description of how the Contractor
 intends to fulfil this assignment, in order to gain insight into the Contractors'
 understanding of the assignment. This description is included as part of the tender
 evaluation, cf. "Invitation to tender" section 5 for additional information on the award
 criteria.
- For large parts of the northern part of the county, we have data from the current scheme that is on-demand transport by taxi. For the southern part of the county, we have no data from on-demand transport, which is a more challenging case for data simulation. Below we have listed what data we have available.

Stops

Confirmed information about the bus stops and train stations in the county. The dataset contains information on material, route data, passenger numbers and the number of (ticket) checks performed by security companies.

Schools

Confirmed information about primary and secondary schools in the county. The dataset contains information on the number of grades, school names and contact information. Open data is retrieved from Geonorge.

Number of pupils at primary and secondary school

Figures on the number of pupils are retrieved from open data at the Directorate of Education. The user can withdraw the number of pupils per school.

Kindergartens

Same functionality as the section on *Schools* above. Open data retrieved from Geonorge.

Health care institutions

Contains location, rotation, telephone number and unit manager.

Businesses

Open data retrieved from Geonorge. Contains the number of companies and employees based on routes of 200x200 meters.

Population

The population data is visualized as a heat map based on routes of 25x25 meters. Contains the number of residents within routes 25x25 meters. The user can extract the number of residents and types of housing at the district and basic level. The data does not contain information about social security numbers and names.

Number of bus passes at bus stop level

Open data is retrieved from: https://developer.entur.org/



Line data - Line geometry that visualizes driving patterns for buses that trace the road network. Attached information

On-boarding information per stop

Data from validation machines on the AtBs buses, and manual registrations of on-boarders with mobile tickets by date / line / bus stop / turn number.

AtB is not obliged to purchase any specific amount of services during the framework agreement period, but if we have a need within the scope of the framework agreement then the need is covered by awarding contracts on the framework agreement.



Appendix 2: Procedures for issuing awarding contracts under the Framework Agreement

The Agreement, clause 2.1 Issuing awarding contracts (call-off procedure)

The Framework Agreement has been signed with one contractor. Award of contract under a framework agreement with one contractor, is awarded based on the contractual terms of the framework agreement and the relevant awarding contracts. supplemented, where appropriate, by the terms stipulated when completing the offer in accordance with the provisions of the public procurement framework regulations with one contractor.

The services are to be implemented in the form of Call-offs, which are arranged through three steps:

- 1) Request
- 2) Offer
- 3) Call-off / awarded contract (possible rejection)

Request

The Customer sends a written request to the Contractor, which as a minimum, describes the tasks that are to be performed within the framework agreement, the estimate of the resource scope and any other requirements and conditions, including when the service is to be delivered.

Preparation of offer

The Contractor shall, on the basis of the Request, offer the expertise most relevant to the resources originally offered to the Customer. The Contractor must within the outlet of 5 business days have answered the inquiry with answers to the following:

- Specification of delivery
- Name of resources offered
- Confirm availability according to request
- · Progress plan with current activities, including start time and end time
- Scope / Cost estimate
- Other matters of significance to the SSA-O award contract.

If the Contractor proposes to offer or supplement with resource(s) / key personnel who are new to the Customer (not in the Contractor's original offer), the offer shall include a CV for this / these, which at least contains his / her education, current and previous positions, and reference projects carried out last 3 years that is relevant to the assignment. In such cases, the Customer must approve the resource before he or she can be included as a resource in the assignment.

Call-offs / award of contract

After receiving the Offer from the Contractor, the Customer shall notify the Contractor of the Offer being accepted. When the award contract, cf. Appendix 3, is signed by the authorized person of both parties, it is considered a Call-off.



If the Contractor is unable to offer qualified expertise in response to the Request and within the deadline after the Request, the Customer may choose to use another Contractor after a separate procurement. The Customer must have reasonable grounds for not approving the Contractor's offer.



Appendix 3: Agreement terms and conditions for the awarding contracts that may be issued under the Framework Agreement with completed Appendices

	Agreement	Issuer	Version	Selected awarding contracts:
SSA-K	Purchase Agreement - Agreement governing the purchase of software and equipment	Difi	July 2015	[]
SSA-T	Development and Customisation Agreement - Agreement governing the delivery of software that is developed or customised for the Customer	Difi	July 2015	[]
SSA-S	Agile Software Development Agreement - Agreement governing agile software development	Difi	July 2015	[]
SSA-V	Maintenance Agreement - Agreement governing the maintenance and servicing of software and equipment	Difi	July 2015	[]
SSA-D	Operational Services Agreement - Agreement governing the purchase of operational services	Difi	July 2015	[]
SSA-B	Assistance Agreement - Agreement governing assistance to be provided by a Consultant	Difi	July 2015	[]
SSA-O	Research and Development Agreement - Agreement governing research and development work to be performed by a Consultant	Difi	July 2015	[x]



Appendix 4: Administrative provisions

The Agreement, clause 1.4 The representatives of the parties

The authorised representatives of the parties, as well as procedures and notice periods for any replacement thereof, shall be specified in more detail here.

The Customer:

Tom Nørbech, Section manager Technology and mobility services, tom.norbech@atb.no

The Contractor:

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Any replacement of these representatives shall be notified without undue delay.

The Agreement, clause 3.1 Duty to respond to enquiries

The Contractor must have sufficient capacity to conduct the first call-off, the assignment described in SSA-R Appendix 1 section 1.1.2, within the 25th of September 2020.

For assignments beyond the first call- off, the Contractor must respond to the Customer's written request / advance notice within 5 business days. The Contractor must then have sufficient capacity to commence assignments within 1 month after the Customer sends a request / advance notice of call-off, and the assignment must be completed 1 month after it has been commenced.



Appendix 5: Prices and price provisions

The Agreement, clause 6.1 Prices

The Contractor's hourly rate:

	Description	Price excl. VAT
Analytical	The Contractor's hourly rate for feasibility studies	
services /	and analyses of mobility concepts in the	
consulting	geographical area where AtB operates.	

The price must be stated in NOK excl. VAT.

The price stated must include all expenses incurred by the supplier in connection with the execution of assignments during the contract period (all travel expenses and other costs, fees or charges).

Expenses and travel cannot be invoiced unless agreed in writing in advance.

Other service trips imposed by the Customer are compensated by the same hourly rate as in the table above. Travel expenses for such mandatory journeys are invoiced in accordance with Statens reiseregulativ.

Invoicing

The invoices shall be listed in Norwegian kroner (NOK). Any currency changes during the Assistant period are the Contractor's risk. Currency changes will under no circumstances give the Contractor a right to adjust the prices agreed to in this document.

Invoice must be marked with Customer's project number and the name of the person who made the order on behalf of the Customer. The project number will be distributed within the first invoicing. Invoices that does not contain reference or the name of the person acting on behalf of the Customer, will be returned.

Invoice address:

Norwegian Contractors:

The Contractor shall submit the invoices in accordance with the Electronic Trading Format (EHF):

Please mark the invoice with the following:

AtB AS - 880013 c/o Visma Services Norge AS Postboks 1560 7435 Trondheim

Organization-/VAT number AtB: NO 994 686 011

The Consultant must cover any costs incurred by the delivery of an electronic invoice.

Foreign Consultants:



Consultants that does not have the opportunity to use EHF (foreign consultants) shall send invoice by e-mail.

Invoices sent by e-mail shall be sent to the following: invoice.880013@vismabpo.no with receiver:

AtB AS - 880013 c/o Visma Services Norge AS Postboks 1560 7435 Trondheim

Requirements for sending invoices by e-mail:

- The invoice file must be in PDF or TIF format
- Each invoice file must contain only 1 invoice, but any attachments shall be in the same file as the invoice (as subsequent pages after the invoices so that the invoice + attachment = 1 invoice file)
- The e-mail may contain multiple invoice files, but each file must comply with the abovementioned requirements

Other payment terms:

Terms for implementation of Electronic Trading Format (EHF):

Electronic invoices must be submitted using the communication method stipulated by the Norwegian Government Agency for Financial Management (DFØ) at the time. The Contractor shall be notified six (6) months prior to any necessary change in the method of communication.



Appendix 6: Contractor's response to Appendix 1



Appendix 7: Changes subsequent to the conclusion of the Agreement