

Denmark-Copenhagen: Road equipment
OJ S 47/2023 07/03/2023
Contract award notice
Supplies

Legal Basis:

Directive 2014/24/EU

Section I: Contracting authority

I.1. Name and addresses

Official name: Sund & Bælt Holding A/S
National registration number: 15694688
Postal address: Vester Søgade 10
Town: København V
NUTS code: DK01 Hovedstaden
Postal code: 1601
Country: Denmark
Contact person: Charlotte Yun Linde
E-mail: cyl@SBF.DK
Telephone: +45 33416242
Internet address(es):
Main address: <https://sundogbaelt.dk/>

I.4. Type of the contracting authority

Body governed by public law

I.5. Main activity

Other activity: Owner of infrastructure

Section II: Object

II.1. Scope of the procurement

II.1.1. Title

Road Enforcement System (Framework Agreement concerning acquisition and implementation and Master Services Agreement during operation)

II.1.2. Main CPV code

34920000 Road equipment

II.1.3. Type of contract

Supplies

II.1.4. Short description

Competitive procedure with negotiation for entering a Framework Agreement and a Master Services Agreement with one single operator for the acquisition, implementation and maintenance of Road Enforcement System (hereafter the "Contract"). The Framework Agreement will concern the acquisition of Road Enforcement System, education/training and documentation and the Master Services Agreement will concern services related to support and maintenance of the system during operation.

In sec II.2.4) the requested solutions are further described, and the tender documents include a description of the project in further detail.

II.1.6. Information about lots

This contract is divided into lots: no

II.1.7. Total value of the procurement

Value excluding VAT: 226 000 000,00 DKK

II.2. Description

II.2.2. Additional CPV code(s)

34923000 Road traffic-control equipment, 34927000 Toll equipment, 34970000 Traffic-monitoring equipment, 34972000 Traffic-flow measuring system

II.2.3. Place of performance

NUTS code: DK0 Danmark

Main site or place of performance: Denmark

II.2.4. Description of the procurement

The Framework Agreement includes Road Enforcement system to be used for enforcement of the Kilometer Tolling Scheme or other relevant schemes. There are two solution areas of the Road Enforcement System, both solution areas are intended to be controlled by a common Operational BackOffice (OBO):

(a) ANPR, DSRC and vehicle classification enforcement system to support the kilometer-based road user charging scheme comprising of multiple Enforcement Points for free flow operation in order to provide roadside capture of data for vehicle identification and vehicle classification. The system is to work autonomously allowing automatic processing and delivery of a vehicle passage record (VPR) per passage on identified and potential violators to Sund & Bælt's scheme Commercial BackOffice (CBO) system for further compliance validation. The system will also provide anonymised passage records (APRs) to the CBO for statistical purposes.

(b) Flexible ANPR, DSRC and vehicle classification enforcement system to be used for deployable enforcement purposes in both urban areas and on higher density roads like highways and main roads outside cities. The flexible enforcement system components (Enforcement Concepts) are to be deployed at roadside locations or positioned on a vehicle and are capable of capturing data on surrounding and passing vehicles while in a stationary position. The system is to capture VPRs at multiple road sections or locations during a day of enforcement operation. The purpose is purely data collection. The system is to work autonomously allowing automatic processing and delivery of a vehicle passage record (VPR) per passage on identified and potential violators to Sund & Bælt's scheme Commercial BackOffice (CBO) system for further compliance validation. The system will also provide anonymised passage records (APRs) to the CBO for statistical purposes.

It is intended that the OBO can be used to control both solution areas.

The objective is to do a tender for a Framework Agreement of four (4) years covering acquisition (as per requisitions, however, without any obligations to order any or any certain amounts under the framework agreement) of technical solutions, implementation, training /education,

documentation, testing and commissioning, providing possibility for procurement of additional enforcement concepts during the term of the framework agreement. The Master Services Agreement will include support and

maintenance services during the operations period after the implementation, including on-site preventive and corrective maintenance of the road side installations various places in Denmark. The Master Services Agreement will commence after delivery (end of Service Level Test) and shall have a duration of seven (7) years, if not terminated earlier or extended, cf. the Master Services Agreement.

The contracts is part of the implementation of the Kilometer Tolling Scheme for lorries in Denmark and will include integration to other sub-systems. The Kilometer Tolling Scheme is part of a governmental agreement, however not yet detailed in Danish legislation, as the final scheme design is subject to political decision and approval. The procurement will also contribute to other enforcement schemes.

II.2.5. Award criteria

Quality criterion - Name: Functionality and performance / Weighting: 30

Quality criterion - Name: Reliability of delivery / Weighting: 20

Quality criterion - Name: Service and maintenance during operation / Weighting: 20

Price - Weighting: 30

II.2.11. Information about options

Options: no

II.2.13. Information about European Union funds

The procurement is related to a project and/or programme financed by European Union funds:
no

II.2.14. Additional information

The contracting entity has decided not to divide the Contract into lots because the system back office functionality is purchased as a Service and therefore can only be maintained by the supplier of the system functionality.

Section IV: Procedure

IV.1. Description

IV.1.1. Type of procedure

Competitive procedure with negotiation

IV.1.3. Information about a framework agreement or a dynamic purchasing system

The procurement involves the establishment of a framework agreement

IV.1.8. Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: yes

IV.2. Administrative information

IV.2.1. Previous publication concerning this procedure

Notice number in the OJ S: [2022/S 045-114394](#)

IV.2.8. Information about termination of dynamic purchasing system

IV.2.9. Information about termination of call for competition in the form of a prior information notice

Section V: Award of contract

Contract No: 1

Title:

Road Enforcement System (Framework Agreement concerning acquisition and implementation and Master Services Agreement during operation)

A contract/lot is awarded: yes

V.2. Award of contract

V.2.1. Date of conclusion of the contract

15/02/2023

V.2.2. Information about tenders

Number of tenders received: 3

Number of tenders received from tenderers from other EU Member States: 2

Number of tenders received from tenderers from non-EU Member States: 1

Number of tenders received by electronic means: 3

The contract has been awarded to a group of economic operators: yes

V.2.3. Name and address of the contractor

Official name: Neology Inc.

National registration number: 01-0734352

Postal address: 13520 Evening Creek

Town: San Diego

NUTS code: US United States

Postal code: CA 92128

Country: United States

Internet address: <http://www.neology.net>

The contractor is an SME: no

V.2.3. Name and address of the contractor

Official name: ITS Teknik A/S

National registration number: 26862019

Postal address: Skomagervej 2A

Town: Vejle

NUTS code: DK Danmark

Postal code: 7100

Country: Denmark

The contractor is an SME: yes

V.2.4. Information on value of the contract/lot

Initial estimated total value of the contract/lot: 226 000 000,00 DKK

Total value of the contract/lot: 212 000 000,00 DKK

V.2.5. Information about subcontracting

Section VI: Complementary information

VI.3. Additional information

The negotiation phase is expected to proceed as follows:

After receiving the initial offers (INDO1), negotiation meetings will be held with the tenderers.

During the negotiation process, the tenderers can ask questions in writing about the tender documents and the subject of the Contract.

Following the negotiations, the contracting entity may issue revised tender documents for a further initial (INDO2) offer or a final offer (BAFO). The contracting entity may award the contract on the basis of the INDO2, and the tenderers therefore cannot expect negotiation meetings to be conducted again.

After receiving the final offer, the contracting entity will conduct an evaluation and decide on the award of the Contract.

A more detailed description is included in the Instructions to Tenderers.

The candidate must as its application submit an ESPD as preliminary documentation of the circumstances set out in section 148(1) paras (1)-(3) of the Danish Public Procurement Act (udbudsloven). It is not necessary for the candidate to sign the ESPD document. For groups of operators (e.g. a consortium), a separate ESPD must be submitted for each participating operator. Where the candidate is a group of operators, the ESPD document of each participant in the group must be signed by the participant in question. Please find further information in the document "Additional information".

The candidate will be excluded from participation in the tender procedure if the candidate is subject to the compulsory grounds for exclusion set out in sections 135 and 136 of the Danish Public Procurement Act, unless the candidate has submitted sufficient documentation of its reliability in accordance with section 138 of the Danish Public Procurement Act.

Before the decision to award the contract is made, the tenderer to whom the contracting entity intends to award the contract must provide documentation of the information submitted in the ESPD pursuant to sections 151-152, cf. section 153 of the Danish Public Procurement Act.

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As regards sections 11.1.5) and 11.2.6), it should be noted that the amount 226,000,000.00 is the maximum of the Framework Agreement and the expected Master Service Agreement for the entire term (including the two years).

The total maximum value of the deliverables to be delivered under the framework agreement is DKK 100,000,000.00.

The contracting entity's estimate of the value of the framework agreement is 50,000,000.00 based on implementation of the Road Enforcement System for the chosen road network. The difference between the estimate

And the maximum of the Framework Agreement is due to the uncertainty regarding expansion of the extent of the enforced road network and other enforcement schemes within Sund & Bælt's responsibility.

Please find more information regarding the estimated value in the document "Contract Notice additional information".

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As regards section III.2.3) Obligation to indicate the names and professional qualifications of the staff assigned to performing the Contract will be required in connection with INDO and BAFO (not Prequalification).

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All communication in connection with the tender procedure, including questions and answers, must be by way of the electronic tendering system. Questions relating to the application for participation should be submitted no later than 23 March 2022. Further information regarding questions, please see the document "Contract Notice - Additional information".

Interested operators are requested to keep updated via the electronic tendering system. If the candidate encounters problems with the system, please contact support by e-mail, dksupport@eu-supply.com, or telephone (+45) 70 20 80 14. The contracting entity will pay

remuneration to the tenderers who participate in the entire tender procedure and who submit a final, compliant tender. However, no remuneration for participating will be paid to the successful tenderer. The remuneration amounts to DKK 125,000.00

VI.4. Procedures for review

VI.4.1. Review body

Official name: Klagenævnet for Udbud
Postal address: Nævnenes Hus, Toldboden 2
Town: Viborg
Postal code: 8800
Country: Denmark
E-mail: klfu@naevneneshus.dk
Telephone: +45 72405600
Internet address: <https://klfu.naevneneshus.dk/>

VI.4.2. Body responsible for mediation procedures

Official name: x
Town: x
Country: Denmark

VI.4.3. Review procedure

Precise information on deadline(s) for review procedures:

Precise information on deadline(s) for review procedures: Pursuant to the Danish Act on the Complaints Board for Public Procurement, etc. (lov om Klagenævnet for Udbud m.v.) (the Act is available (in Danish) at www.retsinformation.dk), the following deadlines apply to the lodging of complaints:

Complaints for not having been selected must be submitted to the Danish Complaints Board for Public Procurement before the expiry of 20 calendar days, see section 7(1) of the Act, from the day after submission of notification to the candidates concerned of the identity of the successful tenderer where the notification is accompanied by an explanation of the grounds for the decision in accordance with section 2(1), para (1) of the Act and section 171(2) of the Danish Public Procurement Act.

In other situations, complaints of award procedures, see section 7(2) of the Act, must be lodged with the Danish Complaints Board for Public Procurement before the expiry of:

1) 45 calendar days after the contracting entity has published a notice in the Official Journal of the European Union that the contracting entity has entered into a contract. The deadline is calculated from the day after the day when the notice was published.

2) 30 calendar days calculated from the day after the day when the contracting entity has notified the candidates concerned that a contract based on a framework agreement with reopening of competition or a dynamic purchasing system has been entered into where the notification has included an explanation of the relevant grounds for the decision.

3) 6 months after the contracting entity entered into a framework agreement calculated from the day after the day when the contracting entity notified the candidates and tenderers concerned, see section 2(2) of the Act and section 171(4) of the Danish Public Procurement Act.

4) 20 calendar days calculated from the day after the contracting entity has submitted notification of its decision, see section 185(2) of the Danish Public Procurement Act. Not later than at the time of lodging a complaint with the Danish Complaints Board for Public Procurement, the

complainant must notify the contracting entity in writing that a complaint has been lodged with the Danish Complaints Board for Public Procurement and whether the appeal was lodged during the standstill period, see section 6(4) of the Act. In cases where the complaint was not lodged during the standstill period, the complainant must furthermore indicate whether a suspensory effect of the complaint has been requested, see clause 12(1) of the Act.

The e-mail address of the Complaints Board for Public Procurement is set out in section VI.4.1).

The Complaints Board's own complaints procedure is available at <https://klfu.naevneneshus.dk/>

VI.4.4. Service from which information about the review procedure may be obtained

Official name: Konkurrence- og Forbrugerstyrelsen

Postal address: Carl Jacobsens Vej 35

Town: Valby

Postal code: 2500

Country: Denmark

E-mail: kfst@kfst.dk

Telephone: +45 41715000

Internet address: <http://www.kfst.dk>

VI.5. Date of dispatch of this notice

02/03/2023