

SET OF PARTICULAR ADMINISTRATIVE CLAUSES GOVERNING THE AWARD OF THE FRAMEWORK AGREEMENT FOR THE SUPPLY, IMPLEMENTATION AND MAINTENANCE OF A PLATFORM FOR THE REGULATION AND DIGITAL CONTROL OF TIME-LIMITED PARKING ZONES FOR AUTHORIZED VEHICLES, BASED ON SENSORS AND MOBILE APPLICATIONS FOR DRIVERS AND CONTROL AGENTS OF L'ASSOCIACIÓ DE MUNICIPIS PER LA MOBILITAT I EL TRANSPORT URBÀ AND ITS ASSOCIATED ENTITIES (Exp. 2022-18-AM)

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BACKGROUND

The Contracting Center of the Association of Municipalities for Mobility and Urban Transport (hereinafter, AMTU) is ordered as a specialized service created by the agreement of the Executive Committee of the AMTU on March 4, 2021, giving compliance with a previous one of the General Assembly held on November 28, 2018, by virtue of the third section of the Fifth Additional Provision of Law 7/1985, of April 2, Regulating the Bases of Local Government, in the terms introduced by Law 27/2013, of December 27, on Rationalization and Sustainability of Local Administration, with the purpose of contracting goods, services and works that, due to their technical characteristics, must be susceptible to being used in general by the entities associated with the AMTU.

Likewise, the AMTU Contracting Center is governed by the provisions of articles 227 et seq. of Law 9/2017, of November 8, on Public Sector Contracts (hereafter, LCSP). This instrument allows the processing and/or awarding of services from other local contracting authorities, thus facilitating the contracting process. In this sense, through the implementation of a centralization model in contracting, the AMTU aims to optimize public spending, as a result of the existence of greater competition in tendering and economies of scale created by integrating works, services and supplies, as well as reducing the administrative burden and management costs associated with procurement. Additionally, this system will reduce losses due to obsolescence and expiration of products,

GENERAL PROVISIONS

Clause ONE.- Object of the contract

The contractual object of this Framework Agreement is the supply, implementation and maintenance of a platform for the regulation and control of time-limited parking zones for authorized vehicles, based on sensors and mobile applications for drivers and agents of control, as well as the other supplies and services necessary for the management of the rotating parking areas. The object of the contract is detailed more precisely in the technical specifications (PPT), more specifically in the second and third clauses.

The framework agreement will be signed with a single company, in accordance with the provisions of article 221.3 of the LCSP.

Clause TWO.- Codification of the object of the contract

According to Regulation 2195/2008 of the European Commission (hereinafter, EC), of November 28, 2007, which modifies Regulation EC 2195/2002 of the European Parliament and of the Council, which approves the Common Vocabulary of public contracts (CPV), and Directives 2004/17/CE and

2004/18/EC of the European Parliament and of the Council on the procedures of public contracts, in what refers to the CPV is codified in the following way:

30211300-4 Computer platforms
35125000-6 Surveillance system
45233294-6 Installation of road signs
72514300-4 Facilities management services for the maintenance of computer systems

Clause THREE.- Necessity and suitability of the contract

The contract is necessary for the fulfillment and realization of the purposes of the AMTU and especially of the local entities that are part of it. The nature and extent of the needs that are intended to be covered by the contract, as well as the suitability of its object and content to satisfy them, are focused on accelerating and facilitating the digital transformation in regulation, control, monitoring and 'analysis of parking in rotating parking areas, many of them free, with limited time for authorized vehicles for the benefit of drivers, the authorities and the citizens themselves, in order to promote more urban mobility sustainable and which at the same time allows managing a resource as scarce as the public parking spaces on the surface of the urban plot.

In the report on the need and suitability of the contract, which forms part of the procurement file, the objectives that motivate it are detailed, and which, in a more summarized form, are:

- The increase in the availability of free spaces in limited or restricted parking areas with greater demand from the municipalities.
- Reduce the time spent searching for parking on the streets, which will allow the emissions of more polluting vehicles to be reduced.
- Fully digitize the conditions of regulation and control of parking areas, as well as the obtaining of a valid parking ticket for drivers and the corresponding supervision by the guards.
- Facilitate access near the commercial centers of the municipalities to promote local commerce and access to basic services (pharmacies, health center, equipment...) and to the Public Transport network (link parking) while following criteria of sustainable urban mobility.
- Improve the productivity of time control tasks by control agents, as well as having estimated employment information in real time.
- Collect parking data, in order to be able to analyze in detail the offer, the demand, the

parking patterns and the main performance indicators in the municipalities.

- Regulate the parking permit in Low Emission Zones (ZBE), or during episodes of pollution based on the vehicle's emissions label, considering possible exemptions.

Clause FOUR.- Recipient entities of the Framework Agreement

The potential beneficiaries of the Framework Agreement are all entities that, during the validity of the Framework Agreement, are entities associated with the AMTU, in accordance with what is established in article 14 of the association's statutes. Also, they can be recipients of the tender on its dependent entities and those entities in which the associated entities are part, as provided for in article 4 of the regulation of the AMTU's Central recruitment. The entities that currently form the AMTU are those indicated in Attached Document 1.

Clause FIVE.- Legal regime

The contract is classified as mixed, according to what is established in article 18 of the LCSP, for the determination of the rules that must be observed in its award, being the predominant one for the supply of the platform, as well as the sensors and points of control and signaling mechanisms.

The contract is governed by this PCAP, by the LCSP, in what is not repealed by the Law by the General Regulation of the Law of Public Administration Contracts (RGLCAP); by Decree Law 3/2016, of 31 May, on urgent measures in the field of public procurement; by Law 16/2015, of 21 July, simplifying the administrative activity of the Administration of the Generalitat and the local governments of Catalonia and promoting economic activity; by the Regulation of works, activities and services of local corporations (ROAS); the Regulations of the AMTU Recruitment Center approved on March 4, 2021; and the rest of the rules of administrative law, sectoral regulations and, additionally, of private law applicable in your case.

In accordance with the provisions of article 19 of the LCSP, the contract is subject to harmonized regulation.

Clause SIXTH.- The contracting body

The contracting body of the Framework Agreement is the Presidency of the AMTU, in accordance with what is established in the second additional provision of the LCSP, even so, the Executive Committee will be informed of all the administrative actions that as body carried out in the bidding phase. As provided for in article 7 of the Regulation of the AMTU's Recruitment Centre, the General Management will be able to delegate some of the functions and powers of the Recruitment Centre.

ClauseSEVENTH.- Supervision of the central procurement and the framework agreement

With the aim of guaranteeing an effective application of the principles of advertising, free competition, objectivity, transparency and effectiveness, the Executive Committee of the AMTU will exercise the functions of control and monitoring of the contractual activity carried out by the Central Contracting . Specifically, these functions and/or powers will be guaranteed by the General Management, as provided for in article 7 of the Central Procurement regulations.

Clause EIGHT.- Responsible for the contract

The person responsible for the contract referred to in article 62 of the LCSP is the Management of the AMTU, which will be responsible for supervising its execution and adopting the decisions and issuing the necessary instructions in order to ensure that the agreed service is performed correctly.

ClauseNINTH.- Contractor profile

The form of public access to the AMTU contractor profile is through the Public Procurement Services Platform (PSCP):

https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/cap.pscp?reqCode=viewDetail&idCap=103175547

The contracting body itself, through the contractor profile, will provide all companies interested in the tendering procedure, no later than six days before the end of the period set for the submission of offers, the additional information on the tenders and other complementary documentation that they request. So that this deadline can always be met, it will be a necessary condition that they have requested it at least twelve days before the end of the deadline for submitting proposals.

ClauseTENTH.- Tender base budget and estimated value

The basic tender budget is the estimated maximum value excluding VAT of all the contracts based on which the recipient entities can be formalized during the validity of the Framework Agreement, as determined in European jurisprudence through the Judgment of the Court of Justice of the European Union C-216/17, C-274/21 and C-275/21. According to what is determined in article 100.3 of the LCSP, prior to the processing of a framework agreement or a dynamic procurement system, it is not necessary to approve a basic tender budget. The contract price is formulated in terms of unit prices.

In the event that, within the validity of the Framework Agreement, the actual needs are greater than those initially estimated, the corresponding modification must be processed. For these purposes, the

possibility is foreseen that the contract can be modified as a result of this circumstance, in the terms established by article 204 of the LCSP, up to a maximum of 20 per 100 of the initial price. The modification must be processed before the maximum initially approved budget is used up.

The intended modification must be in relation to the change of technology, materials or solutions, as long as they represent a higher quality and cannot be inferior to the technical prescriptions. The modification may not entail the establishment of new unit prices not provided for in the contract.

The number of units to be supplied may be increased up to a percentage of 10 percent of the contract price, without the need to process the modification file corresponding, as long as the corresponding financing is proven in the original contract file.

The awardees of the Framework Agreement may propose to the procurement body the replacement of the awarded goods with others that incorporate technological advances or innovations that improve the services or characteristics of the awarded, as long as their price does not increase by more than 10 for 100 the initial award. This modification will have to be approved by the contracting body, prior to the report of the person responsible for the contract.

The estimated value of the contract, for the purpose of determining the award procedure, the publicity and the competence of the contracting body, in accordance with what is established in article 101 of the LCSP, calculating its duration (2 years), and the planned modifications, is €385,574.38 excluding VAT.

Maximum budget	Possible extensions	Possible increases	Estimated value
€353,443.18	-	-	€385,574.38

Year	Initial duration		Possible extensions		Possible increases
	duration	expense	duration	expense	
2023	7 months	€56,186.46	-	-	
2024	12 months	€185,184.94	-	-	
2025	5 months	€112,071.78	-	-	
		€353,443.18	-	-	-

The maximum score will be 100 points. The scoring criteria for the submitted proposals are structured as follows:

B.1 Technical report of the digital parking platform for rotating and time-limited parking spaces for vehicles authorized, up to 25 points

- a) The level of detail of the technical and functional features of the mobile application for drivers will be assessed, in accordance with the requirements described in the technical specification, considering a context of full digital transformation of the regulation and control of the areas of limited parking for all users. (up to 9 points)
- b) The level of concreteness and detail of the system architecture at component level and its operating principle, based on mobile applications and sensors per parking area, will be assessed, as well as the benefits that can be obtained in the field of digital transformation of municipalities and sustainable urban mobility. (up to 6 points).
- c) The level of detail of the technical and functional services of the Backoffice web application for the municipality will be assessed, in accordance with the requirements described in the technical specifications. (up to 3 points)
- d) The level of detail of the technical and functional features of the mobile application will be assessed by control agents, in accordance with the requirements described in the technical specifications. (up to 3 points)
- e) The level of concreteness of the technical and functional features of the electronic devices and the justification for their use in the different types of parking areas

described in the technical specification will be assessed. (up to 2 points)

- f) The level of concreteness and detail of the technical memory of the central services of the platform and its integration with third parties through application interfaces (API), data or files will be assessed. (up to 2 points)

The maximum score will be given to the bidder who presents a better technical and methodological report. Failure to submit this section will be grounds for exclusion from the offer.

If its content does not cover all the required sections or the characteristics of the text do not meet the established requirements, it will be reason not to evaluate this document, and therefore, the indicated points will not be awarded.

B.2 User interface of mobile applications of the parking platform.....up to 15 points.

The Bidder must present the graphic and functional design of the user interface of the mobile applications of the digital platform for the regulation and control of parking areas with rotation parking spaces, with limited time and for vehicles authorized according to the requirements indicated in the specification. This section will have a maximum of 8 pages.

Presentation of the main screens of the driver mobile application, including a brief functional description of the contents and navigation. The level of detail of the application's screens will be assessed and especially the ease and speed of its use since it can be used by a very wide and diverse group of the population. (up to 9 points)

Presentation of the main screens of the watchdog mobile application, including a brief functional description of the contents and navigation. The level of detail of the application's screens will be assessed and especially the ease and speed of using it, as the watchman performs a very repetitive task. (up to 6 points)

The level of detail, the quality of the design and the ease of use of the proposed screens will be assessed in relation to their graphic design and in comparison with the other bidders. The maximum score will be given to the bidder who presents the best graphic and functional design, the rest will be evaluated proportionally.

Failure to submit this section will be grounds for exclusion from the offer.

If its content does not cover all the required sections or the characteristics of the text do not meet the established requirements, it will be reason not to evaluate this document, and

therefore, the indicated points will not be awarded.

B.3 Assessment of execution plans up to 10 points

The tenderer must present the main characteristics of the implementation plans for the supply and implementation of the digital parking platform, as well as the maintenance and technical support services during the operation phase.

The tenderer must propose a standard work plan for the supply and implementation project, including the communication plan and the training plan, according to the requirements indicated in the tender. The level of detail of the tasks proposed in the work plan for the implementation project will be assessed, as well as the communication plan and the training plan before, during and after the launch of the solution in the municipality. (up to 5 points).

The tenderer must describe in detail the maintenance and technical support services included in the stage of operating the platform. The level of detail and the measures to guarantee the quality of the services and tasks proposed in the exploitation phase and in compliance with the specifications indicated in the technical specification will be assessed. The level of detail of the maintenance plan and the consistency of the tasks, deadlines and allocation of resources foreseen to be able to carry out the maintenance and evolution of all the applications and components included in the scope of this contract will be assessed. (up to 5 points)

The Bidder must present the descriptive technical and functional report with a maximum of 8 pages.

Failure to submit this section will be grounds for exclusion from the offer.

B.4 Technical and functional issues in the digital platform to regulate, control, monitor and analyze parking areas with rotating parking spaces, with limited time and for authorized vehicles..... up to 10 points

a) Web application to analyze the Big Data generated by the platform in municipalities, up to 4 points.

The incorporation of a technological solution that allows to consult and analyze large volumes of anonymous and grouped data relating to the parking tickets generated by the digital parking platform will be scored. The use of web technology that facilitates access to data from a browser will be valued, as well as the facility to export data or generate personalized views.

b) Additional functionality to be able to regulate and control parking with limited

time in Low Emission Zones (ZBE) or during pollution episodes, up to 3 points.

The incorporation of a functionality that makes it possible to prohibit or establish a different parking time depending on the environmental regulation in the municipality in terms of Low Emission Zones (ZBE) or during episodes of pollution, which may apply to an area, to a group of areas or to the entire municipality.

- c) **Additional functionality to be able to administer, regulate, control and monitor the collection of a monthly, quarterly or annual fee for the use of parking areas with limited time and/or restricted to authorized vehicles, up to 3 points.**

The incorporation of a functionality that allows the parking permit to be conditioned on the prior or immediate payment of a monthly, quarterly or annual parking fee that could be applicable for certain types or benefits of vehicles, or in a certain context of the municipality, as could environmental situations.

The Bidder must present the descriptive technical and functional report with a maximum of 10 pages. The presentation of these sections of criterion B.4 is not mandatory and does not have a selective or eliminatory character.

14.2 Automatic award criteria, based on price, up to a maximum of 40 points:

C1. Economic offer for the price of the digital parking platform implementation project in a typical deployment for 10 zones and a maximum of 50 parking spaces, as well as the supply of signage, configuration and installation of the proximity sensor used by the digital parking platform in rotating parking areas, with limited time and for authorized vehicles. Until 26 points.

It will be evaluated by assigning the maximum possible score (26 points) to the proposal that offers the least economic proposal. The score will be determined according to the

following formula:

$$P_i = P_{\max} \times \left(\frac{L - O_i}{L} \right)$$

Where:

- O_i = Bid amount
- $P_{\max}$ = Maximum score according to award criteria
- P_i = Final score
- L = Price of the best proposal/offer

As a need for a progressive implementation or increase in parking regulation zones of the recipient entities, the price of a new zone (with a maximum of 5 spaces) will be obtained from the overall offered price divided by the 10 zones.

C2. Economic offer for the monthly price of the operation service, 24x7 operation, maintenance and technical support of the digital parking platform for each parking space with limited time and for authorized vehicles up to 14 points.

It will be assessed by assigning the maximum possible score (14 points) to the proposal that offers the least economic proposal. The score will be determined according to the following formula:

$$P_i = P_{\max} \times \left(\frac{L - O_i}{L} \right)$$

Where:

- O_i = Bid amount
- $P_{\max}$ = Maximum score according to award criteria
- P_i = Final score
- L = Price of the best proposal/offer

The prices for the C1 and C2 award criteria will be provided using Annex 2 of this tender, or a similar form. The complementary prices that can be provided in the proposal, through Annex 3, as they are not mandatory on the part of the bidder, will not be the subject of assessment,

but will have a contractual nature in the case of being provided.

Clause FIFTEEN.- Abnormally low offers

An offer will be considered abnormal in the following cases:

- When, in the event that only one tenderer competes, it is lower than the base tender budget by more than 25 percentage units.
- When two bidders compete, the one that is lower by more than 20 percentage units to the other offer.
- When there are three bidders competing, those that are lower by more than 10 percentage units to the arithmetic mean of the bids submitted. However, for the calculation of the average, the offer that is of a higher amount must be excluded when it is superior by more than 10 percentage units to the average. In any case, a reduction of more than 25 percentage points is considered disproportionate.
- When there are four or more bidders competing, those that are lower by more than 10 percentage units to the arithmetic average of the bids submitted. However, if among these there are bids higher than the average by more than 10 percentage units, a new average must be calculated with only the bids that are not in the indicated case. In any case, if the number of other bids is less than three, the new average must be calculated on the three lowest bids.

When a proposal is identified that can be considered disproportionate or abnormal, the bidding company that submitted it will be given a hearing to justify the evaluation of the offer and specify the conditions, in particular with regard to savings that allows the contract execution procedure, the technical solutions adopted and the exceptionally favorable conditions available to execute the service, the originality of the proposed services, the respect of the provisions relating to the protection of employment and the current working conditions in the place where the service is to be provided, or the possible obtaining of State aid.

In the procedure, the corresponding technical advice must be requested, if applicable.

In accordance with the provisions of Article 69 of Directive 2014/24/EU on public procurement, the contracting authority will reject the offer if it verifies that it is abnormally low because it does not meet the applicable environmental, social or labor obligations established in Union Law, national law,

collective agreements or the provisions of international environmental, social and labor law (ILO conventions, Vienna, Basel, Stockholm and Rotterdam conventions).

If the procurement body, taking into account the justification made by the bidding company and the reports mentioned in the previous section, believes that the offer cannot be fulfilled as a result of the inclusion of abnormal or disproportionate values, the will have to exclude from the classification and agree the award in favor of the most economically advantageous proposal, in accordance with the order in which they have been classified.

ClauseSIXTEEN.- Tie-breaking criteria

In the event that, after the application of the award criteria, there is a tie between two or more offers, the provisions of article 147.2 of the LCSP will apply. The supporting documentation of the tie breaking criterion referred to in this clause must be provided by the bidding companies at the time the tie occurs, and not beforehand.

ClauseSEVENTEEN.- Capacity

The bidding companies will have to prove their legal personality and ability to work. The ability to act of entrepreneurs who are legal persons is certified by means of the deed or document of incorporation, the statutes or the foundation act, which contain the rules by which their activity is regulated, duly registered, if s where applicable, in the corresponding public register, according to the type of legal entity in question.

Legal entities can only be awarded contracts whose services are included within the purposes, object or scope of activity that, according to their statutes or founding rules, are their own.

The registration in the Official Register of Bidders and State-Classified Companies (ROLECE) and in the Electronic Register of Bidders (RELI) accredits, according to what is reflected there, the conditions of suitability of the entrepreneur in terms of his personality and ability to work.

ClauseEIGHTEENTH.- Prohibition of contracting

Candidates must not be involved in any of the circumstances prohibiting contracting with the Public Administration, provided for in article 71 of the LCSP.

ClauseNINETEEN.- Economic and financial solvency

The bidding companies must prove their economic and financial solvency, through a minimum annual volume of business in the area to which the contract refers, referring to the best financial year within the last three available depending on the dates of establishment or start of activities of the entrepreneur. The annual volume of business that must be certified by the bidding companies must be at least €69,000, sufficient for the projected volume of the based contracts that will have to be executed. This figure has been lowered with respect to the report of need by reconsidering that the average economic volume of the contracts based that are expected to be processed. The requirement of economic and financial solvency is selective.

Economic and financial solvency is proven by the following means:

- a) Declaration of the employer indicating the overall turnover of the company.
- b) The registration in the Official Register of Bidders and Classified Companies of the State (ROLECE) and/or in the Electronic Register of Bidders (RELI) accredits, according to what is reflected there, the conditions of suitability of the entrepreneur regarding its economic and financial solvency.

Clause TWENTY.- Technical or professional solvency

Bidders must demonstrate compliance with the following solvency requirements, in relation to their technical and operational capacity in their digital platform to regulate and control time-limited rotating parking areas for authorized vehicles. The technical or professional solvency of the entrepreneurs must be proven by the following means:

- a) Having made supplies of the same or similar nature to those that constitute the object of the contract in the course of, at most, the last three years. More specifically, it will have to be proven that it has been successfully implemented in three municipalities with more than 5,000 inhabitants with its parking platform based on electronic devices and mobile applications to fully digitally regulate and control charging zones and download or DUM, free Orange or Red zones or link parking for users of Public Transport or other limited parking areas with rotation for authorized vehicles.
- b) Commitment to dedicate or attribute to the execution of the contract the personal means or materials sufficient for this.

The tenderer must prove this by means of certificates signed by the parties in which their platform has been successfully implemented for the regulation and digital control of parking in the types of

limited parking areas required by the tender.

The supplies, implementations and services carried out will be certified by means of certificates issued or endorsed by the competent body, when the recipient is a public sector entity; when the recipient is a private entity, by means of a certificate issued by him, or in the absence of such a certificate, by means of a declaration by the employer accompanied by the documents in his possession attesting to the performance of the provision. The technical or professional solvency requirement is selective.

The registration in the Official Register of Bidders and Classified Companies of the State (ROLECE) and/or in the Electronic Register of Bidders (RELI) accredits, according to what is reflected there, the conditions of suitability of the entrepreneur regarding their technical or professional solvency.

Clause TWENTY-ONE.- Special conditions for the execution of the contract

The following special conditions are established in relation to the execution of the contract, as provided for in article 202 of the LCSP:

1. Of a social nature

Before starting the launch of the service and its effective implementation by citizens, it will be necessary to carry out a training action with a minimum of 4 hours for the staff assigned to the management of the restricted areas, such as guards, mobility staff or public road, public attention.

Also, once a year, during the duration of the contract, the receiving entity may request from the awarded company a continuous training action, with a minimum duration of two hours, for the staff in the management of the restricted areas.

In addition, the character of essential contractual obligations is attributed to the effects indicated in article 211 of the LCSP:

1. About the attribution of personal and material means:

The contracting company will dedicate or assign to the execution of the contract the personal and material means sufficient for this.

2. On compliance with the provisions in force regarding the prevention of occupational risks.

The awarded company is obliged to comply with the provisions in force regarding the prevention of occupational risks and, in particular, with the obligations indicated in Chapter III

or Chapter IV as applicable, of Royal Decree 171/2004 of January 30 which develops article 24 of Law 31/1995, of November 8, on the prevention of occupational risks in matters of coordination of business activities.

3. On fiscal responsibility or the fight against fiscal fraud.

Tendering companies, contractors or subcontractors or subsidiary companies or intervening companies cannot carry out financial operations in tax havens, according to the list of countries drawn up by the European Institutions or endorsed by them or, failing that, the Spanish State or outside them and that are considered criminal, in the legally established terms, such as money laundering, tax fraud or against the Public Treasury.

Clause TWENTY-DOZEN.- Proposals

Proposals, which must be unique, can be submitted by natural or legal persons, Spanish or foreign, who have full capacity to work, and are not subject to any contract prohibition.

Clause TWENTY-THIRTEEN.- Means of presentation of proposals

The electronic submission of offers is established as mandatory. Proposals that are not submitted by electronic means, in the form determined by this specification, will be excluded.

The submission of proposals will be made solely through the Digital Envelope tool of the Public Procurement Services Platform (PSCP).

If the service is interrupted 24 hours after the deadline for the submission of offers due to technical reasons or operational reasons of the PSCP itself, this deadline will be automatically extended for a period of 24 hours, without the express extension being necessary formal notice of the deadline in the contractor profile before its end.

The bidding companies may replace and/or modify the offer submitted, during the bid submission period, by submitting a second offer, which will entail the withdrawal of the first, provided that the bidding company has so warned expressly and in good faith to the contracting body: otherwise, the offers will be excluded, for breach of the prohibition of presenting simultaneous proposals (Article 139.3 of the LCSP).

Extemporaneous proposals will be excluded. The bidding companies that have not been able to submit their offer within the deadline for technical reasons that they consider to be attributable to the platform, to the services it integrates (registration, signature validation...) or to the tool for electronic submission of offers, they will have to prove the causes that have prevented this presentation within the deadline and the board or contracting body will decide what is appropriate.

Clause TWENTY-FOUR.- Formats of electronic documents

The format of the admissible electronic documents must be PDF.

Clause TWENTY-FIVE.- Content of initial offers and documentation to be submitted

Bidders must present the following documentation:

- General documentation attesting to the company's capacity:
 - National Identity Document, when it comes to individual companies
 - The founding statutes or rules, when it comes to legal entities.
 - Sufficient power of attorney to appear and sign proposals on behalf of another.

This documentation will not need to be provided again, in the event that in the period of the previous six months it has been provided to the AMTU in another tender, unless there have been changes to this documentation.

- Documents proving economic and financial and technical or professional solvency.

The initial contribution of the above documentation will be replaced by the Responsible Declaration that conforms to the single European procurement document form (DEUC), which must be signed and with the corresponding identification.

The model to which this statement must conform can be found at:

<https://contractacio.gencat.cat/web/.content/contractar/licitacio/deuc.pdf>

You can consult the information related to the standardized form of the DEUC, according to article 59 of directive 24/2014/EU of the European Parliament and of the Council through the following link:

https://eur-lex.europa.eu/legal-content/ES/TXT/?uri=uriserv:OJ.L_.2016.003.01.0016.01.SPA&toc=OJ:L:2016:003:TOC

When different propositions are presented by companies in which some of the conditions

The registration in the Official Register of Bidders and State-Classified Companies (ROLECE) or in the Electronic Register of Bidders (RELI) accredits the conditions of suitability of the entrepreneur in terms of his personality and ability to act, representation, professional or business qualification, economic and financial solvency and classification, as well as the concurrence or non-concurrence of the contracting prohibitions that must be stated there.

It will consist of the presentation of a technical report, with different separations, which includes at least the following sections:

- Formulation and technical explanation of the digital platform for parking spaces with rotation and with limited time for authorized vehicles, maximum 15 pages.
- Proposal for the user interface of the mobile applications of the parking platform, maximum of 8 pages.
- Proposal of the work plan of the execution plans, maximum of 8 pages.
- Proposal justifying the new technical and functional issues in the digital platform to regulate, control, monitor and analyze parking areas, maximum 10 pages.

- Economic offer for the price of the implementation project of the digital parking platform as well as the supply of the signaling, configuration and installation of the proximity sensor used by the platform in a typical deployment for 10 zones and a maximum of 50 parking spaces.
- Economic offer for the monthly price of the operating service, 24x7 operation, maintenance and technical support of the digital parking platform for each parking space.
- List of complementary prices, which becomes optional on the part of the bidder and will not be the subject of assessment, but will have a contractual nature in the case of providing one.

If this is the case, the bidding companies must include a statement specifying which documents and/or technical data incorporated are, in their opinion, confidential. The documents and data presented by the bidding companies in envelope B can be considered confidential if they include industrial, technical or commercial secrets and/or industrial and intellectual property rights, in the terms provided for in Law 1/2019 , of February 20, of business secrets, and their dissemination to third parties may be contrary to their legitimate commercial interests, harm fair competition between companies in the sector; or when its treatment may be contrary to the provisions of the regulations on the protection of personal data. In no case are the offers presented confidential:

The declaration of confidentiality that is presented must be necessary and proportionate to the purpose or interest that is to be protected and must determine in an express and justified manner the documents and/or data provided that they consider confidential. Generic or unsubstantiated statements of a confidential nature are not accepted. Only if the lack of motivation and/or justification refers to specific aspects of the confidentiality declaration included in the offer, the contracting authority will require the tenderer to proceed with a new declaration.

However, without prejudice to the declarations of confidentiality made with respect to certain documents and data presented by the bidding companies, it is up to the contracting body to assess, when faced with a request for access or view of certain documentation, if the qualification of confidentiality is appropriate and, consequently, decide on the access or view of said documentation, after hearing the company or the affected bidding companies.

Clause TWENTY-SIX.- Deadline for submission of offers

The term for the submission of proposals is 35 calendar days, counted from the date of sending the tender announcement to the Publications Office of the European Union. The presentation of offers can be made during 24 hours, except on the last day of the presentation period which can be made until 2:00 p.m. Offers submitted after 2:00 p.m. will be considered late. If the last day of the term is a non-working day, this must be understood as extended to the first following working day.

Clause TWENTY-SEVEN.- Place of receipt of offers

Proposals will be submitted only through the Digital Envelope tool of the Public Procurement Services Platform (PSCP).

Equally, all notifications and communications between the contracting body and the interested parties will be made, exclusively, by electronic means through the address provided in Annex 1 of this

specification.

Clause TWENTY-EIGHTH.- Recruitment desk

The Recruitment Board will be governed by the provisions of article 326 LCSP and in accordance with the provisions of point seven of the third additional provision of the LCSP. The Procurement Board will be in charge of proposing to the Contracting Authority the companies awarded the Framework Agreement. In the actions relating to the bidding and classification of offers for the contract subject to these Specifications, the Procurement Board that assists the Contracting Authority will be made up of the following members:

Chair of the table:

- The Director General of the AMTU, and in his replacement, the person who occupies the Management of the AMTU.

Vocals of the table:

- The person in charge of the economic-financial area of AMTU
- The person responsible for the legal area of AMTU.
- Two civil servants or public employees of the local administration, or technicians specialized in the object of the contract.

Secretary of the table:

- The person responsible for the AMTU legal department shall act as secretary.

The recruitment board will have the advice of the company Nova Celona, SL, which will be able to join the meetings of the board, acting with a voice but without a vote.

The procurement board will be in charge of proposing to the procurement body the classification of the offers of the bidding companies. The table will have to be assisted by a Committee of experts, as determined in article 146.2 of the LCSP, since there is a sum of award criteria based on a value judgment, superior to the automatic ones. This committee, in its capacity as an auxiliary body of the table, will carry out the tasks requested of it, also in accordance with article 157 of the LCSP and may be constituted by employees of the recipient local entities and, if appropriate, by experts from the private sector.

Also, the sessions of the Recruitment Board can be held remotely and virtually, in accordance with article 17.1 of Law 40/2015, of October 1, on the legal regime of the public sector, indicating - in the corresponding call the way of celebration.

The envelopes will be opened through the Digital Envelope tool of the Public Procurement Services Platform (PSCP). The opening of the envelopes will not take place in a public event, given that electronic means are exclusively used in the tender. The electronic device ensures that proposals are not opened until the deadline for submitting them has expired.

Variants on the execution of the contract will not be accepted.

ClauseTHIRTY-ONE.- Documentation to be submitted by the bidding company that submitted the best offer

If the request is not properly executed within the specified period, it is understood that the tenderer has withdrawn his offer, and the amount of 3 percent of the tender base budget, VAT excluded, will be demanded of penalty

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Once the documentation of the bidding company that has submitted the best offer has been provided or certified, the proposal will be made so that the procurement body can make the award resolution, which will not deploy its effects nor will it be possible to process any contract based on until its formalization.

ClauseTHIRTY-THREE.- Formalization of the Framework Agreement

The framework agreement will be formalized in an administrative document that conforms exactly to the conditions of the tender. The formalization of this contract in an administrative document will be done by electronic signature. With this objective, the legal representative of the awarded company must possess a recognized electronic signature certificate of a natural person with a secure device issued by any certification entity classified by the Catalan Certification Agency, or electronic ID.

The formalization cannot be carried out before fifteen working days have passed since the notification of the award is sent to the bidding and candidate companies.

The formalization of the Framework Agreement will be published, within a period of no more than fifteen days after the completion of the contract, in the AMTU contractor profile. The notice of formalization must also be published in the DOUE no later than 10 days after the formalization of the contract.

ClauseTHIRTY-FOUR.- Awarding of contracts based on the Framework Agreement

In the case of this Framework Agreement, it is signed with a single company that is the successful bidder. Contracts that are based on the Framework Agreement can be awarded without a new tender, to the company awarded the agreement. The contracting authorities may also invite the awarded company to complete the offer and adapt it to its reality or needs, as well as include those unit prices that the company has identified as complementary prices, reflected in its proposal .

ClauseTHIRTY-FIVE.- Duration of contracts based on the framework agreement

Based contracts will have a minimum duration of one year and a maximum of five years, including possible extensions.

When at the expiration of the contract the new contract has not been formalized that guarantees the continuity of the provision that the contractor must make as a result of incidents resulting from events unforeseeable for the contracting body produced in the procedure of award and there are reasons of public interest not to interrupt the provision, the original contract may be extended until the execution of the new contract begins and in any case for a maximum period of nine months,

without modifying the rest of the conditions of the contract, provided that the tender notice for the new contract has been published at least three months before the end date of the original contract.

ClauseTHIRTY-SIX.- Electronic notifications

The AMTU and the recipient entities will exclusively use electronic media in their communications with the bidding companies.

Clause THIRTY-SEVEN.- Price review

In this contract, the price revision does not apply.

ClauseTHIRTY-EIGHTH.- Regime of payment of the price

The payment of the price of the contracts based on the Framework Agreement will be made by the petitioners, against invoice(s), previously prepared, in accordance with the agreed price.

The invoice or invoices will be presented in electronic format, without the need to print them or go to the municipal offices.

Petitioners will report the DIR codes that the contractor companies will have to incorporate into the e-invoice.

ClauseTHIRTY-NINE.- Provisional and definitive guarantees

Regarding the provisional guarantee, in this procurement procedure the demand for a provisional guarantee is not appropriate.

With regard to the definitive guarantee, the successful tenderer is exempted from the obligation to set up a definitive guarantee by the Framework Agreement, despite the fact that in contracts based on the receiving entity foresee it.

ClauseQUARANTINE.- Resignation and withdrawal

Renunciation of the signing of the contract for duly justified reasons of public interest or the withdrawal of the procedure can only be agreed upon by the contracting body before formalization.

The withdrawal of the procedure must be based on an irreparable violation of the contract preparation rules or the rules governing the award procedure.

Clause FORTY-ONE.- Reasons for resolution

The causes for termination of the contract are those provided for in articles 211 and 306 of the LCSP. Failure to comply with the essential contractual obligations, qualified as such in clause twenty-one of this contract, is also grounds for termination.

Clause FORTY DOZEN.- Breach of the conditions of execution

When the contracting company, for reasons attributable to it, has partially failed to perform the services defined in the contract, the Administration may opt, given the circumstances of the case, for its resolution or for the imposition of penalties which, for these cases, are determined in the following clause.

Clause FORTY-THIRTEEN.- Penalties for non-compliance

The contracting company must be responsible for the supplies and services subject to the contract being provided within the stipulated time, at the agreed place and in accordance with the characteristics and requirements established in this tender and in the tender for particular technical prescriptions .

The contractor remains subject to responsibilities and penalties when he carries out actions that can be classified as minor, serious and very serious breaches, differentiating those in relation to the management of the Framework Agreement or the contracts based on it. In no case can there be double taxation. In this sense, the following cases will be considered to constitute this type of fault:

a) Penalties for breach of obligations of contracts based on:

When the contractor, for reasons attributable to him, has incurred a delay in complying with the implementation period established in the contract based on it, the contracting body may choose, given the circumstances of the case, to terminate the contract or to the imposition of daily penalties at the rate of 0.60 euros for every 1,000 euros of the contract price, excluding VAT. This same scale will be applied, if appropriate, to minor offences.

In the case of faulty performance of the service, a penalty will be imposed proportional to the severity of the breach. The amount of each of the penalties may not exceed 5 percent of the contract price, excluding VAT, nor may the total amount exceed 20 percent of the contract price. This scale will be applied, if appropriate, to serious offences.

The penalty must be imposed by agreement of the procurement body of the contract based, adopted at the proposal of the person responsible for the contract, which is immediately executory, and must be made effective by deducting the amounts that, in terms of full or partial payment, must be paid to the contractor company. The contractor must be given a hearing.

- The delay of more than 30 days, in the period established for the technological platform of digital regulation to be fully operational.
- The delay in the supply of signage, for a period exceeding 40 days on the scheduled date, unless due to force majeure, or expressly indicated by the receiving entity.
- Stoppages or interruptions in the provision of the service, unless due to force majeure, for a period exceeding 72 hours.
- The manifestly defective or irregular provision of the service, as well as the breach of the conditions established for its provision or in the offer presented.
- Repeated disobedience, more than twice with respect to the same issue, of the recipient entity's written orders with reference to the order, form and regime of the services, according to the contract, or the replacement of unusable material.
- The repeated commission of serious offences. Repetition will be considered when two serious offenses are committed in one year.

- The delay of more than 15 days, in the period established for the technological platform of digital regulation of restricted areas to be fully operational.
- The delay in the supply of signage, for a period exceeding 30 days on the scheduled date, unless due to force majeure, or expressly indicated by the receiving entity.
- Stoppages or interruptions in the provision of the service, unless due to force majeure, for a period of between 48 and 72 hours.
- The repeated delay in the provision of the services as well as the repeated anomalies in the execution of the service.
- Failure to comply with the instructions given by the receiving entity.
- Failure to comply with agreements or decisions of the receiving entity regarding variations in details of services that do not involve expenses for the contractor.
- Irregularities or deficiencies in the provision of services, in accordance with the conditions set out therein

fold, which do not deserve the qualification of very serious.

- The repetition of the omission of minor faults. Repetition will be considered when two minor offenses are committed in one year.

They are considered minor infractions:

- Failure to comply with incident resolution times within the response deadlines established in the PPT.
- Stoppages or interruptions in the provision of the service, unless due to force majeure, for a period exceeding 24 hours.
- The delay in the supply of signage, for a period exceeding 20 days on the scheduled date, unless due to force majeure, or expressly indicated by the receiving entity.
- Minor infringements will be considered all those that have not previously been foreseen contradict in any way the conditions of these Terms and specifically the following:
 - o Not informing the administration of facts that are prescribed in the Specifications or that may have significance for the proper functioning of the service.
 - o Non-compliances that adversely affect the service are not due to malicious action or involve danger to people or property as long as they are not specifically classified as serious or very serious infringements.

b) Penalties for breaches of the obligations of the Framework Agreement:

In particular, failure to present a valid offer in the tender for the award of the contract based on the terms set out in this specification will result in a penalty of up to 10 percent of the price of the contract based on it. This same scale will be applied, if appropriate, to very serious offences.

The failure to pay the costs of generation, promotion, and the functions of monitoring and evaluation of the tender within the period established in clause 44a of this tender, and the failure to comply with the duty of confidentiality with respect to those information to which has been attributed this character or that due to their own nature must be treated as such in the based contract, will result in a penalty of up to 4 percent of the award price of the based contracts awarded to the company in the course of the last year, counting from the initiation of the penalty file. This same scale will be applied, if appropriate, to serious offences.

For minor offences, a penalty proportional to the seriousness of the breach will be imposed. The amount of each of the penalties may not exceed 3 percent of the contract price.

Penalties must be imposed by agreement of the contracting body of the Framework Agreement, adopted at the proposal of the person in charge of the contract, which is immediately enforceable. The contractor must be given a hearing.

They are considered very serious infractions:

OTHER ENFORCEMENT ISSUES, REMEDIES REGIME AND COMPETENT JURISDICTION

In matters of subcontracting, the general regime of articles 215, 216 and 217 and concordant of the LCSP will apply.

The contracting company must use Catalan in its relations arising from the execution of the object of this Framework Agreement and the contracts based on it, either with the AMTU or with the recipient local entities. Likewise, the contracting company and, where appropriate, the subcontracting companies must use at least Catalan in publications, notices and other general communications arising from the execution of the subject services of the contract

The contracting company, in the execution of the contract, assumes the obligation to allocate the means and personnel necessary to guarantee the relationship in Catalan with the contracting bodies and their technical units. The staff who assume these functions must have a sufficient level of competence to carry out the tasks of attention, information and communication in a fluent and appropriate manner in the Catalan language.

The contracting company must respect the current national and European Union regulations on data protection. This obligation has the character of an essential contractual obligation in accordance with what is established in letter f of paragraph 1 of article 211 of the LCSP.

Clause FORTY-EIGHT.- Confidentiality

The contracting company must respect the confidential nature of the information to which it has access during the execution of the contract. This duty shall continue even after the termination and termination of the contract.

Clause FORTY-NINE.- Prerogatives of the contracting body

The contracting body has the prerogative to interpret the contract, resolve any doubts that may arise regarding its compliance, modify it for reasons of public interest, agree on its resolution and determine its effects.

Clause FIFTY.- Jurisdiction

The administrative contentious jurisdictional order is the one competent to resolve litigious matters relating to the preparation, adjudication, effects, compliance and termination of administrative contracts.

Clause FIFTY-ONE.- Appeals against acts of the contracting body

The tender announcements, specifications and contractual documents that establish the conditions governing the procurement will be subject to appeal; the procedural acts adopted in the award procedure, provided that these decide directly or indirectly on the award, determine the impossibility of continuing the procedure or produce a defenselessness or irreparable damage to legitimate rights or interests; award agreements, and modifications based on non-compliance with the provisions of articles 204 and 205 of this Law, because it is understood that the modification had to be the subject of a new award, are subject to special appeal in recruitment matter.

The filing of the special appeal in matters of recruitment is discretionary and is free of charge for the appellants.

Attached documents and annexes

Attachment number 1

ENTITIES ADHERED TO AMTU AS OF 02/02/2023

1	Abrera	47	Lliçà de Vall	93	Sant Hipòlit de Voltregà
2	Alella	48	Llinars del Vallès	94	Sant Iscle de Vallalta
3	Arenys de Mar	49	Lloret de Mar	95	Sant Jaume d'Enveja
4	Arenys de Munt	50	Maçanet de la Selva	96	Sant Martí de Tous
5	Argentona	51	Malgrat de Mar	97	Sant Pere de Ribes
6	Barberà del Vallès	52	Manresa	98	Sant Pere de Vilamajor
7	Begues	53	Martorell	99	Sant Quirze del Vallès
8	Bigues i Riells del Fai	54	Martorelles	100	Sant Sadurní d'Anoia
9	Cabrera de Mar	55	Masquefa	101	Sant Vicenç de Castellet
10	Caldes de Montbui	56	Mataró	102	Sant Vicenç de Montalt
11	Caldes d'Estrac	57	Mediona	103	Sant Vicenç dels Horts
12	Calella	58	Molins de Rei	104	Santa Eulàlia de Ronçana
13	Calldetenes	59	Mollerussa	105	Santa Maria de Palautordera
14	Canet de Mar	60	Mollet del Vallès	106	Santa Perpètua de Mogoda
15	Canovelles	61	Montmeló	107	Santa Susanna
16	Canyelles	62	Montornès del Vallès	108	Sentmenat
17	Cardedeu	63	Òdena	109	Sitges
18	Carme	64	Olèrdola	110	Subirats
19	Castellar del Vallès	65	Olesa de Bonesvalls	111	Teià
20	Castellbisbal	66	Olesa de Montserrat	112	Terrassa
21	Castellolí	67	Olivella	113	Tona
22	Castellví de Rosanes	68	Olot	114	Tordera
23	Cerdanyola del Vallès	69	Palafolls	115	Torelló
24	Cervelló	70	Palau-solità i Plegamans	116	Torredembarra
25	Collbató	71	Pallejà	117	Torrelles de Llobregat
26	Corbera de Llobregat	72	Parets del Vallès	118	Vacarisses
27	Cubelles	73	Piera	119	Valldoreix (EMD)
28	Cunit	74	Pineda de Mar	120	Vallgorguina
29	Deltebre	75	Premià de Dalt	121	Vallirana
30	Dosrius	76	Premià de Mar	122	Vallromanes
31	El Masnou	77	Reus	123	Vic
32	El Papiol	78	Riells i Viabrea	124	Viladecavalls
33	Esparreguera	79	Ripoll	125	Vilafranca del Penedès
34	Flix	80	Ripollet	126	Vilanova del Camí
35	Granollers	81	Roda de Ter	127	Vilanova del Vallès
36	Gualba	82	Rubí	128	Vilanova i la Geltrú
37	Gurb	83	Sabadell	129	Vilassar de Mar
38	Igualada	84	Sant Andreu de Llaveneres	130	Alt Penedès CC
39	Jorba	85	Sant Antoni de Vilamajor	131	Anoia CC
40	La Bisbal del Penedès	86	Sant Bartomeu del Grau	132	Baix Llobregat CC
41	La Pobla de Claramunt	87	Sant Cebrià de Vallalta	133	Baix Penedès CC
42	La Roca del Vallès	88	Sant Celoni	134	Berguedà CC
43	La Torre de Claramunt	89	Sant Cugat del Vallès	135	Maresme CC
44	L'Ametlla del Vallès	90	Sant Esteve de Palautordera	136	Segarra CC
45	Les Franqueses del Vallès	91	Sant Esteve Sesrovires	137	Urgell CC
46	Lliçà d'Amunt	92	Sant Fost de Campsentelles	138	Conca d'Òdena (MNC)

APPENDIX 1

IDENTIFICATION DETAILS OF THE COMPANY and of the BIDDER'S REPRESENTATIVE

..... with NIF no....., in his own name / on behalf of, in the capacity of ..., and according to a public deed authorized before a Notary, on date and with protocol number .../or document ..., with CIF no., domiciled in..... street, no....., opts for the procurement related to a solution of platform for the regulation and control of time-limited parking zones for authorized vehicles, based on sensors and mobile applications for drivers and control agents, as well as the other supplies and services necessary for the management of the zones of parking with rotation through an open procedure through a framework agreement by the local entities associated with the Association of Municipalities for Mobility and Urban Transport.

DECLARES:

-That the powers of representation he holds are sufficient and valid (if acting by representation) and that he meets each and every one of the legally established conditions.

-That the (entity presenting itself in the tender) is validly constituted and that in accordance with its object and purposes can be submitted to the tender.

-That it does not incur any of the prohibitions to contract with the Administration provided for in articles 71 LCSP et seq.

-That he is aware of compliance with tax obligations and with Social Security.

-That, in accordance with the provisions of article 150.2 LCSP, authorizes the AMTU to obtain directly, from the competent Administrations, the certificates certifying compliance with tax obligations and with Social Security.

☐ YES ☐ NO

-That has the business or professional qualification, as well as the economic and financial and technical or professional solvency required in the terms of the clauses of the contract and that undertakes to attribute the personal and/or material means to the execution of the contract described in said condition.

-That, in the event of being proposed as successful tenderer, he undertakes to provide the remaining documentation of this Tender, when this documentation is not incorporated in the RELI or ROLECE, or, despite being included in the corresponding register, is not updated.

-That is registered and has updated data in the Electronic Register of Bidders of the Generalitat de Catalunya (RELI) or in the Official Register of Bidders and State Classified Companies (ROLECE).

☐ RELI ☐ ROLECE ☐ Neither record

-That the email address where the communications and notifications in the bidding process and, where applicable, the subsequent procedures for awarding, formalization, modification, execution and normal or abnormal termination of the contracts, as well as the contact telephone, is the following:

phone	
email(for notification purposes)	
Second email(if applicable, and for notification purposes)	

- That I undertake to formalize the contract by electronic signature.

And, for the record, I sign this responsible statement.

(Place, date, signature and stamp)."

APPENDIX 1B

SUBMISSION TO SPANISH COURTS AND COURTS BY FOREIGN COMPANIES

..... with NIF no....., in his own name / on behalf of, in the capacity of ..., and according to a public deed authorized before a Notary, on date and with protocol number .../or document ..., with CIF no., domiciled in..... street, no....., opts for the procurement related to a solution of platform for the regulation and control of time-limited parking zones for authorized vehicles, based on sensors and mobile applications for drivers and control agents, as well as the other supplies and services necessary for the management of the zones of parking with rotation through an open procedure through a framework agreement by the local entities associated with the Association of Municipalities for Mobility and Urban Transport.

Declares submission to Spanish courts and tribunals, for all incidents that may arise from the contract, with express waiver of its own jurisdiction.

And, for the record, I sign this responsible statement.

(Place, date, signature and stamp)."

ANNEX 2 .- ECONOMIC PROPOSAL

..... with NIF no....., in its own name / on behalf of the bidding company with CIF no., learned of the file for the procurement of a platform for the regulation and control of time-limited parking zones for authorized vehicles, based on sensors and mobile applications for drivers and control agents, as well as the rest of supplies and services necessary for the management of parking areas with rotation by open procedure through a Framework Agreement, announced in the Contractor Profile and various official newspapers, I state that I know the Specifications that serve as the basis of the contract and that I fully accept, taking part in the tender and committing myself to carry out the object of the contract with the following proposition:

▪ Economic offer implementation

Implementation price per municipality type of 10 zones, maximum 50 places	Implementation price (without tax)	Implementation Price (with VAT included)
	_____ €	_____ €

▪ Economic offer for the monthly price of the maintenance service and technical support of the digital platform for each parking space.

Monthly price for the operation, maintenance and technical support service of the digital platform for each parking space.	Monthly price for a minimum contract period of one year (without tax)	Monthly price for a minimum contract period of one year (with VAT included)
	_____ €	_____ €

On _____, on ____ of _____ of 2023

Signature,
Signed: (electronically)

ANNEX 3 .- ECONOMIC PROPOSAL - COMPLEMENTARY PRICES

..... with NIF no....., in its own name / on behalf of the bidding company with CIF no., learned of the file for the procurement of a platform for the regulation and control of time-limited parking zones for authorized vehicles, based on sensors and mobile applications for drivers and control agents, as well as the rest of supplies and services necessary for the management of parking areas with rotation by open procedure through a Framework Agreement, announced in the Contractor Profile and various official newspapers, I state that I know the Specifications that serve as the basis of the contract and that I fully accept, taking part in the tender and committing myself to carry out the object of the contract with the following proposition:

Without their presentation by the bidder being mandatory, the complementary prices will have a contractual nature, in the case of being presented. Its presentation will mean that through the same based contract processed by the receiving entity it will be possible to contract it. Its inclusion is possible, at the discretion of the bidding company, and always in relation to the object of the contract. As an example, some possible complementary prices are defined:

Description of the supply or service	Unit price without VAT	Unit price including VAT
Support pole of the material ... with a height of ...		
Vertical sign type...		
Unit price for horizontal signage with approved paint for public roads and per parking space or area		

MODEL CORPORATE AGREEMENT FOR MEMBERSHIP IN THE RECRUITMENT CENTER OF THE ASSOCIATION OF MUNICIPALITIES FOR MOBILITY AND URBAN TRANSPORT

BACKGROUND

I.-The Association of Municipalities for Mobility and Urban Transport (AMTU), is ordered as a specialized service created by the agreement of the Executive Committee of the AMTU on March 4, 2021, fulfilling a previous one of the General Assembly held on November 28, 2018 in accordance with the provisions of the Fifth Additional Provision of Law 7/1985, of April 2, Regulating the Bases of Local Government, in the terms introduced by Law 27/2013, of December 27, on Rationalization and Sustainability of Local Administration, and Law 9/2017, of November 8, on Public Sector Contracts.

II.-The AMTU Contracting Center is governed by the provisions of articles 227 et seq. of Law 9/2017, of November 8, on Public Sector Contracts (hereafter, LCSP).

III.-The local entity (specify) is interested in joining the Procurement Center created by the AMTU.

Consequently, taking into account the provisions of article 228 of the aforementioned LCSP and being of interest to this Entity the use of the AMTU's Contracting Center, the competent body is (specify) the local entity (specify).

AGREE:

FIRST.-Adhering to the AMTU Contracting Center in order to be able to contract the services it offers, in accordance with the conditions and prices set in the corresponding contracts or framework agreements signed between the said Central and the awardee companies of the same.

SECOND.-Adjust to what is established in the Regulations governing the operation, procedure and structure of the AMTU Contracting Center, specifically, with regard to the clauses relating to the scope of application, operation, rights and obligations of the Local Entities.

THIRD.-Send this agreement to the AMTU, for the appropriate purposes.