RELATIONSHIPS THAT NEVER END UP IN MARRIAGE

-A case study on public values in a concession partnership in the Netherlands-

Anne-Marie Reynaers, PhD Candidate

Dr. Gjalt de Graaf

VU University Amsterdam, Department of Public Administration

Paper presented at the Public Management Research Conference

Syracuse, New York, June 2-4, 2011

It is often suggested that co-operation between the public and private sector threatens public values. Given the fact that concession partnerships (cps) become increasingly important for public administration, it strikes that hardly any empirical knowledge about the suggested relation between public-private co-operation and public values is available in the specific context of cps. In this contribution we shed light on the question of how meaning is given to public values in concession partnerships. Findings from a single case study on a concession partnership between the Dutch ministry of Finance and a private consortium show, how the traditional understanding of public
values such as accountability and transparency change, therewith transforming roles and responsibilities for public as well as private partners. On paper, this transformation is portrayed as a rational process in which actors automatically act in correspondence with what has been agreed upon on paper. Practice, however, shows that public and private partners experience difficulties with this transformation leading to irregularities with regard to the safeguarding of public values. Concession partnerships challenge public values but public and private actors argue that risks are relative if one considers traditional forms of administration aren’t risk free either.

Introduction

The organization of public administration has changed substantially in recent decades. Reforms such as New Public Management (NPM) (Hood, Fraser, & McGarvey, 2006; Maesschalck, 2004; Osborne, 1993; Osborne & Gaebler, 1992; Pollitt & Bouckaert, 2004) have stimulated Western governments to become more businesslike, resulting in new public service delivery structures such as concession partnerships (cps). In cps, governments (local or national) sign integrated long-term contracts with private consortia that become responsible for the delivery of a specific public good or service. In contrast to the United Kingdom, cps have become popular in the Netherlands relatively late but it’s importance for public administration grows and will continue growing considering the current coalition agreement (Tweede Kamer, vergaderjaar 2010-2011, 28753 nr. 23). Questions raised about partnerships are mostly financial, strategic and managerial ones (Cohen & Eimicke, 2001a, 2001b; Edelenbos & Teisman, 2008; Hart, 2003; Huxham & Vangen, 2000; Klijn & Teisman, 2005; Koppenjan, 2005; Parker & Hartley, 2003; Savas, 2000; Van Ham & Koppenjan, 2001). The prevalence of pps and their expected increase in 21st century governance, however, raise another important question: what happens with public values in concession partnerships? In administrative

---

1 Tweede Kamer, vergaderjaar 2010-2011, 28753 nr. 23 (url: https://zoek.officielebekendmakingen.nl/kst-28753-23.html)
literature, it is often suggested that public-private cooperation might threaten public values (Agranoff & McGuire, 2001; Behn, 2001; Bozeman, 2007; Frederickson, 1997, 1999; Gawthrop, 1984, 1998; Ghere, 2001; Jacobs, 1992; Walker & Walker, 2000; Wittmer, 2000). Others argue this is not or not necessarily the case (Barberis, 1998; Börzel & Risse, 2005; Cohen & Eimicke, 2000; Jørgensen & Bozeman, 2001; Salamon, 2000; Savas, 2000) and another group stresses the possibilities of public-private cooperation in terms of efficiency and effectiveness (Cohen & Eimicke, 1995, 1998, 2008; Osborne & Gaebler, 1992; Taylor, 1999). The objective of this study is to understand what happens with public values in the specific context of concession partnerships. Our primary research question is: how do concession partnerships give meaning to public values? In order to get insight in the way public and private partners give meaning to public values on paper and in practice (contract versus process) we conducted a single case study on a concession partnership between the Dutch ministry of Finance and a private consortium. The structure of this paper is as follows: in the following paragraph we discuss the concept of public values followed by a recap on the expected outcome of public-private cooperation on public values in new public service delivery structures. After defining the conceptual differences between privatization, outsourcing, alliance and concession partnerships the method is discussed followed by the research findings and a final conclusion.

Theoretical framework

Public values

Values are essentially-contested concepts that are hard to define unambiguously (De Graaf, 2003, 2005; Van Der Wal, 2008). The same goes for the concept of public values that is used and understood in various ways (Van Der Wal, Huberts, Van Den Heuvel, & Kolthoff, 2006). Following a dichotomous perspective, it is sometimes suggested that specific public sector values (public
values) and specific private sector values (private values) can be distinguished (Jacobs, 1992). Stereotypically equity, solidarity, the public interest, social goals, stability, legislation, political influence, and democratic processes are associated with the public sector whereas entrepreneurship, efficiency, financial interest, competition, business risks, and the realization of corporate goals are associated with the private sector (Osborne & Gaebler, 1992; Reijniers, 1994; Rosenau, 2000). This dichotomy is, however, highly contested since a clear boundary between both sectors is hard to pinpoint (Bozeman, 1987; Bozeman & Bretschneider, 1994; Drewry, Greve, & Tanquerel, 2005).

Secondly, the suggestion that public values only belong to the public sphere and private values to the private sphere, does not hold empirically. De Bruijn and Dicke (2006), for example, demonstrate that public values are not solely owned or acted upon by public officials. Instead, public values might as well be guiding for and protected by private action. It remains, furthermore, often unclear whether public and private values are (empirically) different or should (normatively) be different.

Understanding the essence of public values becomes even more difficult considering the fact it refers to various concepts such as a concrete goal like the reliability and safety of public transport (De Bruijn & Dicke, 2006; Steenhuisen, 2009; Weihe, 2008), to a procedural- and process-related rule such as accountability and transparency (Weihe, 2008), and to moral of philosophical concepts of right and wrong that guide or should guide public action (Van Der Wal, 2008). This conceptualization is not completely satisfying, however, since transparency for example, can be considered to be a procedural values as well as a concrete goal as well as a moral value. In public policy, public values as concrete goals, procedural values and moral values, always interact. The decision to achieve a certain goal is always preceded by the appreciation of an idea about what society should look like and about what role public administration should play in the realization of this goal. In between practical goals and moral ideas, stand procedures that represent and institutionalize the appreciation of certain values related to processes.
Values in new public service delivery structures

With respect to the effect of public-private cooperation on public values in new public service delivery structures such as privatization, contracting and partnerships (pps: alliance and concession), roughly two discourses can be distinguished. The first discourse argues that public-private cooperation might threaten public values (Agranoff & McGuire, 2001; Behn, 2001; Bozeman, 2007; Frederickson, 1997, 1999; Gawthrop, 1998; Ghere, 2001; Hodge, 2004; Hodge & Coghill, 2004, 2007; Roberts, Breitenstein, & Roberts, 2002; Walker & Walker, 2000; Wittmer, 2000). Although it often lacks a clear explanation why, accountability, democracy, transparency and equity are often referred to as essential public values when it comes to the suggested effect of public-private cooperation on public values. Several authors (Acar, 2008; Acar & Robertson, 2004; Bloomfield, 2006; Clarke, 2004; Drewry, et al., 2005; Fimreite & Lægreid, 2009; Hodge & Greve, 2007; Johnston & Gudergan, 2007; Kettl, 2000; Peters & Pierre, 1998; Rosenau, 2000; Wettenhall, 2003), argue that accountability, which can be described as a hierarchical principal-agent relation between a delegating authority and an executor which is held accountable for the execution of the delegated mandate (Bovens, 2007), is challenged in new public service delivery structures. Collins and Butler (2003) raise the question who can be held accountable when the distance between political decision making and public service delivery increases: “Politicians can hardly be held to account for decisions from which they are systematically distanced … citizens will demand political accountability. Ministers, presidents, mayors and other elected officials will be expected to take responsibility for late trains, long hospital waiting lists and changing demographics over which their day-to-day control may be low”(Collins & Butler, 2003). Christensen and Lægreid (2002, p. 288), argue that the NPM philosophy “argues for more business efficiency and accountability for performance without paying much attention to political responsibility and accountability for fairness.” With respect to democracy, which refers to several concepts such as political and administrative control, the political-philosophical foundation of the democratic state and citizen participation (Box,
Marshall, Reed, & Reed, 2001; Collins & Butler, 2003; Christensen, et al., 2002; Denhardt & Denhardt, 2000; Mathur & Skelcher, 2007; McCabe & Vinzant, 1999; Munro, Roberts, & Skelcher, 2008; Rosenau, 2000; Skelcher, 2007; Sterling, 2005; Stoker, 1998; Terry, 1998), it is argued that private values and private sector management styles, reject democratic aspects of citizenship, civic engagement and the public interest (DeLeon & Denhardt, 2000). Rosenau (2000, p. 234) suggests that partnerships might achieve efficiency and cost reduction at the price of democracy. Christensen and Lægreid (2002, p. 268) refer in this respect to “a democratic deficit” in which “traditionally legitimate norms and values like broader political concerns, sector-political goals, professional expertise, different rights and rules, the interests of societal groups…” are threatened by economic motives. In relation to transparency, Altshuler and Luberhoff (2003) state that available information on partnerships is often inadequate, inaccurate, or even misleading. Flinders (2005), Hood, et al. (2006) and Bovaird (2004) argue that pps might reduce transparency since commercial confidentiality can require concealing information. With respect to concession partnerships, Bloomfield (2006) argues they are particularly vulnerable to transparency problems due to their long-term, highly innovative, often-complex financial structures allowing governments to do more behind the scenes without having to obtain voter approval or having to comply with debt limitations. A similar statement is made by Hodge and Coghill (2004, p. 17), who argue that pps enable governments “to purchase new infrastructure on a credit card and out of immediate sight of traditional public sector debt monitoring.” Finally, several scholars argue that equity might be at stake in partnerships (Graham, 1994, 1998; Kamieniecki, Shafie, & Silvers, 1999; Rosenau, 2000). Equity refers in this context to the equal treatment of citizens by governmental authorities; equal access to public goods or the protection of vulnerable populations (Rosenau, 2000). Following the assumption that public and private organizations have different interests and therefore divided loyalties, Rosenau (2000, pp. 234-235) warns for a scenario in which vulnerable groups become dependent on profit-seeking providers that try to reduce costs by “low regulation and little attention to
monitoring quality”. Wettenhall (2003, p. 99), in this respect argues the public side must be protected in
the “public-private equation” and that managers should ensure that “regardless of whether public sectors are big
or small, issues of public policy and public interest are not altogether submerged by the demands of the market”.

In contrast to the first discourse, a second one argues that public values do not or not necessarily
fade away in new public service delivery structures (Barberis, 1998; Börzel & Risse, 2005; Jørgensen
& Bozeman, 2001; Salamon, 2000; Savas, 2000) or stress the positive effect of public-private
cooperation in terms of strengthening public values and increasing efficiency and effectiveness
(Osborne, 1993; Taylor, 1999). Savas (2000), for example, argues that accountability is not
threatened in the context of privatization. Börzel and Risse (2002: 13) even state that privatization,
contracting, and partnering optimize accountability since collaboration with private partners helps to
overcome state failure. Barberis (1998: 460) suggests that NPM strengthens traditional accountability
since innovations lead to greater possibilities of departmental control by ministers. Besides, it is
argued that a different organization or interpretation of accountability does not imply a problem per
se. Furthermore several authors argue that the traditional understanding of accountability cannot be
used as a yardstick in the context of complex public service delivery (Barberis, 1998; Bovaird, 2004;
Johnson, 1974; Rhodes, 1997; Sinclair, 1995; Weber, 1999). In this respect, Deleon (1998, p. 555),
argues that administrative reforms evoke a new understanding of accountability of a non
bureaucratic kind, in which “neither entrepreneurial experiments nor increased discretion for professional managers
need result in diminished accountability”. According to Bovaird (2004) states that procedural values, such
as accountability, might change character but that this does not mean they lose their essential
function and importance: “they not argue that accountability does not matter- merely that it is not an absolute
good and that it may, in specific contexts, be acceptable to trade-off the extent of accountability exercised against the
degree of innovation and creativity expected from staff working in public services...Clearly, such a possibility is rather
alarming to some schools of thought. It suggests that good governance is a relative concept, which therefore cannot be
assessed without an understanding of the context in which it is applied- an understanding which is likely to be most highly developed by stakeholders embedded within that context, rather than outsiders who might wish to make good government judgements from afar.” (Bovaird, 2004, p. 213). With respect to democracy, Christensen and Lægreid (2002, p. 22) describe how NPM theoretically enhances freedom of choice in relation to public services. It is assumed that, unlike indirect representation of citizens through democratic elections, consumer-like behavior enables citizens to directly respond and influence the organization of public service delivery. McQuaid (2000, p. 21), furthermore, argues that partnerships potentially strengthen possibilities for the local community to influence public authorities and to become more involved in processes of decision-making. As goes for accountability, it is argued that traditional notions of democracy are no longer applicable since they hide a much more complex reality of public administration. With regard to transparency, Osborne and Gaebler (1992) and Osborne and Plastrik (1997) argue that by using contracts as a private management technique, public service delivery might become more transparent and help organizations from being corrupt. With respect to equity, Osborne and Gaebler (Osborne & Gaebler, 1992) assume partnerships might increase equity through choice and competition. Rosenau (Rosenau, 2000) and Willems (2009) argue, finally, that safeguarding values such as equity or transparency, is never certain: both public as well as private providers might violate them or experience challenges safeguarding them.

Besides presenting a different outcome, the last discourse also differs from the first one with respect to the way in which a) dynamics between public and private values and b) the origin and construction of public values are conceptualized. With regard to dynamics between public and private values, the first discourse suggests a zero-sum trade-off in which private values prevail at the cost of public values. Dynamics between values can, however, not al be understood as such (Lukes, 1996; Stewart, 2006; Thacher & Rein, 2004). Weihe (2008), for example, argues that trade-offs might result in a zero-plus situation in which the safeguarding of one value does not imply an immediate
loss of another value or that competing values might even optimize one another. Instead of conceptualizing public value safeguarding as ‘all or nothing’, Stewart (2006), for example, describes how attention for values can be distributed along the duration of a process or project. With regard to the conceptualization of public values, the first discourse seems to understand public values as universal, absolute and important by definition. The second discourse, on the contrary, stresses the importance of context. De Bruijn and Dicke (2006) distinguish in this respect the following three approaches: The universal approach, considers public values to be universal, static, objective, and absolute; The stakeholders approach considers values to be context and subject dependent. Their meaning and importance change over time and per situation. The institutional approach argues that the construction and content of public values is neither universal nor the result of a subjective negotiation process only. Institutional features like sector and organization culture are expected to have an influence on the creation, importance and content of values (De Bruijn & Dicke, 2006). Several authors (De Graaf, 2003; Habermas, 1996) acknowledge the social construction of values as described by the stakeholder and institutional approach and emphasize its non-essential character. To illustrate this, Bozeman (2007, p. 36), argues that “for any particular value, the extent to which it is embraced … varies both across and within societies.”

Concession partnerships

The ambiguous indications on the expected effect of public-private cooperation on public values plus the absence of sufficient empirical data on public values in concession partnerships (with exception of, for example Weihe, 2008) makes it hard to formulate clear hypothesis. Literature provides us some indications on what might happen with public values in the context of public-private cooperation, but research findings derived from studies on privatization, contracting and alliance partnerships cannot be copy-pasted automatically since it is plausible that each configuration
has its own specific influence on public values. Privatization, for example, involves no direct relationship between public and private partners since private organizations control and own public service delivery autonomously. Contracting implies no joint decision making or joint production but is rather a temporary principal-agent relation in which the public partner knows what it wants, how the job should be done, and by whom it should be executed. With regard to pps, concession and alliance partnerships can be distinguished (Commissie, 1999; Edelenbos & Teisman, 2008). Concession partnerships organize public-private co-operation through a long-term integrated contract (better known as Design-Build-Finance-Maintenance-Operate contract (DBFMO) or derivatives) in which a private consortium initially funds a project and in which a substantial amount of responsibilities and risks are transferred from the public to the private side. Clear contractual agreement are often absent within alliance partnerships in which public and private partners express the intention of cooperation rather than laying it down juridical. Bovaird (2004) argues that, due to conceptual differences, partnerships cannot be considered to be privatization or contracting. Instead, he argues pps is an alternative to it since it enables governments to control their service delivery to a far greater extent than is the case with privatization or contracting. Bovaird (2004) even refers to the need for partnering as a reaction to problematic privatization situations in which partners try to take advantage of each other. Skeptics however, argue pps is nothing more than a language tool: “a replacement of the old general Thatcherite use of the word privatization” (Hall, de la Motte, & Davies, 2003, p. 2; Savas, 2000).

Methods

The main objective of this study is to gain insight in the way in which concession partnerships give meaning to public values. ‘Concession partnerships’ represent in this study not only the public and private partner but also contracts and mechanisms inherently connected with cps. Following the
assumption that values, whether we call them public or private, have no \textit{a priori} meaning but that this is only given to them when people talk about and act upon them, we not only analyze what public and private partners say they value with regard to the project in contracts or agreements, but also look at the way in which meaning is given to these values through action. We explicitly do not intent to judge the outcome from afar as criticized by Bovaird (2004). Instead, actors speak about their experiences with concession partnerships in relation to public values themselves. We define public values as those values that are identified (through language and action) as essential by the public actors themselves (whether goal, process or moral related). Contextual aspects such as sector or project specific characteristics, form the background against which findings and arguments are derived from.

\textit{Principles of design}

The findings and arguments in this article are derived from an in-depth qualitative single case-study on the first national concession partnership in the Dutch housing sector. A case study, in which a phenomenon is examined in its natural setting (Benbasat, Goldstein, & Mead, 1987, p. 370), fits our explorative inductive research question (Barzelay, 1993; Benbasat, et al., 1987; Eisenhardt, 1989; Eisenhardt & Graebner, 2007). It allows one to gain insight in processes; in the way different actors or groups think; what contrasting perspectives exists; the way in which people deal with these different perspectives and how they define conflicts and find solutions for them (Swanborn, 1996). We do not intent to test hypothesis nor did we completely adopt the strategy of ‘grounded theory’. Following Ferlie et al. (2005), we balanced pure induction against present knowledge to avoid to end up drowning in data. By adopting the strategy of narrative process research, we were able to study behavior over time (in action and language), in its context. The narratives derived from interviews and document analysis, helped us to produce chronology, concepts, understanding and theory linked
to data (Ferlie et al. 2005:119). Due to the explorative character of our research question and the single case we study, we cannot and therefore do not intent to generalize our research outcomes statistically. Instead, our research findings are suitable for theoretical generalization (Eisenhardt & Graebner, 2007; Sharp, 1998).

Case selection

With regard to the case selection, we followed the logic of theoretical sampling which is different from stratified or random case selection (Coyne, 1997; Draucker, Martsolf, Ross, & Rusk, 2007; Eisenhardt & Graebner, 2007; Glaser & Strauss, 2006) and matches the partially inductive character of this study. Following this logic, cases that seem to allow to learn most, are suitable (Tellis, 1997; Yin, 1994). We studied a concession partnerships formed around the renovation of the ministry of Finance in the Netherlands. This project, the first national concession partnerships in the State accommodation sector, consists of a 25 year long cps between the Dutch State and a private consortium. Since this project was the first csp in for the central government in this sector, the opportunities to learn, not only seemed grand for the actors in the partnerships itself, but also for us as researchers. Since we not only want to study contracts or agreements but also the actual practice of the partnership, the project had to be in the exploitation phase several years already. At the moment of case selection, the renovation of the ministry of Finance, was the first and only project in the accommodation sector already in exploitation.

Data collection and analysis

Between October 2010 and March 2011, twenty-seven qualitative interviews with contract managers, subcontractors, project team members, lawyers, financial experts and project directors from the public as well as the private side were conducted. We therewith follow Madhok (1995) which suggests it is necessary to interview public as well as private partners if one wants to obtain a
complete picture of (different) experiences and perceptions. Out of privacy consideration, all quotes are made anonymous. Besides the interviews we conducted a document analysis including contracts, output specifications, agreements, notes, new paper articles, internal and external evaluations. The data analysis consisted of a process in which raw data was reduced into concepts that are designated to stand for categories. The categories were then developed and integrated which eventually can lead to the construction of a (modest) theory (Corbin, 1986, p. 102). By means of data analysis method, we used the coding technique as described by Strauss and Corbin (1998). The process of coding consists of “breaking down, examining, comparing, conceptualizing and categorizing data” (Strauss & Corbin, 1998, p. 61). This resulted in an overview of the most important topics that came up during the interviews or were addressed in documents. These topics functioned as a ‘clothes three’ on which stories about these topics were hanged (see for a more detailed description on coding: Boeije, 2005). These topics with their underlying stories, formed the basis for the eventual description of the research findings in which we present how meaning is given to public values in concession partnerships.

**Research findings**

*Background: structure and rationale of DBFMO*

Once decided in April 2002 that the accommodation of the Dutch ministry of Finance, had to be renovated, Gerrit Zalm, by that time minister of economic affairs, gave the green light to tender the project by using a Design-Build-Finance-Maintenance-Operate contract, which by that time hadn’t been used for Dutch state accommodation projects before (see Geintegreerde Contractvorming, 2009:18). Public-private co-operation in the context of government accommodation is no new phenomenon. When construction companies are privately owned, public organizations always
depend on private action. What is new about the concept of public-private partnerships is the specific structure of the co-operation. With regard to concession partnerships, co-operation is structured through the use of a Design-Build-Finance-Maintenance-Operate contract (or derivatives, see Geintegreerde Contractvorming, 2009:18) in which several disciplines are integrated into one long term contract. In this case, an integrated DBFMO performance contract of 25 years lays down the responsibility for the realization of the renovation up until the exploitation with a private consortium. This consortium consists of several private parties, representing different disciplines. Once jointly responsible for design-build-finance-maintenance and operate, consortia ideally fine-tune their plans more than in traditional projects which brings down costs and increases quality. The specific character of the tender process, in which several private consortia present a project plan based on public output specifications, forces the State (represented by the ministry of Finance as a client and the Government Building Agency (GBA) as a principal) to specify their demand in more detail then is often the case in traditional projects. Once the tender has been deserved, and the consortium is able to fund the project (with support of banks), a DBFMO performance contract concerning private law, is signed. As soon as the accommodation is available, the client pays a monthly availability fee for delivered and only for delivered services. When services are not delivered

2 It is, therefore, rather surprising that some left oriented protest groups in the Netherlands state to be against pps for the construction of detention centers. To illustrate this: even if the Dutch State would not use pps to construct and exploit detention centers, they would still depend on the private sector for construction and exploitation. Rejecting detention centers does not necessarily have to lead to rejecting pps. Besides, the term privatization and pps are often confused on protest group websites which is, as pointed out earlier undesirable (http://www.dc-16.nl/PPS.html). Comparisons between privatized prisons in the USA and detention centers realized through pps in the Netherlands not hold water.

3 DBFMO contracts (or derivatives) are also used within the private sector in which private companies contracts out those services they do not want to provide themselves.
or quality is not as agreed upon (monitored by systems and random checks), the client is compensated financially in the form of a discount, resulting in a lower availability fee. Since investments can only be earned back by an optimal service delivery, the Bank, theoretically stimulates the consortium to keep on fulfilling their duty, therewith forming an extra layer of supervision and control.

Concession partnerships as a hopeful alternative

In traditional building projects, the GBA, puts out a tender on behave of a public client. In close collaboration with the chief government architect⁴ a building plan is constructed that will be executed by the building company that wins the tender (according to several consortium members, the lowest price almost always wins). Similar agreements are made with technicians, and/or cleaning, security and catering companies that operate separately from each other. Services that cannot be outsourced are taken care of by publicly owned organizations. The client funds the project based on the costs of estimated work. This procedure makes it, according to several respondents, tempting for constructors and suppliers to submit a low tender and to create extra work during the process so profit can be made after all: “With traditional projects, I win the tender because I am the cheapest. Later on, I can create extra work. When finished we walk through the building, I give the key to you and I am of. It is so easy, more expensive for the State, but easy. I am finished and troubles are yours”. Against a background in which trust between the Dutch state and the construction sector is low, due to previous mentioned practices and experiences such as the Building Fraud (in which illegal price agreements were made, incorrect receipts were claimed and companies not seldom owned a duplicate bookkeeping),

⁴ The Chief Government Architect is responsible for the protection and stimulation of architectural quality of State accommodation (www.rgd.nl).
alternative ways of tendering that could put a stop to this, were more than welcome. DBFMO, at least in theory, embodies such an alternative.

Phase 1: preparation

Before the tender could be announced, project teams with representatives of the ministry itself and the GBA, were formed. These teams were responsible for the preparation of the tender process, the contract and the financial and technical project aspects. With respect to the scope of the contract, tasks concerning the primary process of the organization were not included.\textsuperscript{5} It became clear, at the very start of the project, that partnering would not only challenge public-private values: public values represented by different public partners did not always coincide. Although the term public-private partnership, seems to suggest a relation between one public and one private party, both sides actually consisted of a combination of various partners that from their own point of view reason and act. To illustrate, this, the decision to tender state accommodation projects by using DBFMO contracts, was not received with open arms by all public partners. This had in the first place to do with a possible job loss for public officials working for the publicly owned facility organization which was about to be taken over by the private consortium. A respondent argued in this respect: “A government organization has to say goodbye to a lot of things with pps. There are emotions, there is resistance. It is sort of a mourning process.” Likewise, technical expertise, normally provided by the GBA itself, would (for a substantial part) now be provided by the private consortium. With respect to the safeguarding of architectural quality, it was suggested that DBFMO, in which the architect no longer works for the State but for the consortium, could not guarantee the necessary quality, suggesting a zero-sum trade-off between financial efficiency as a public values and the one hand and the safeguarding of quality

\textsuperscript{5} The accommodation of detention centers, for example, form part of the primary process of the organization. When the design, construction and exploitation of such a building is contracted out, direct control might decrease making it less attractive for ministers or other responsible public servants that are held accountable to use a DBFMO construction.
at the other hand. A respondent argued: “Architecture is about art, expression, something you cannot capture in numbers. We think we can organize the world from one thought. I expressed my concern to the ministers but it did not matter. Efficiency always wins.” A same trade-off was suggested between financial efficiency and the quality of service delivery. Both argumentation, imply that a chief government architect or a publicly owned facility company are better able to safeguard quality than private companies. Third, questions were raised about the capability of the State to manage a DBFMO tender since it had no previous experience in doing so. Images of an insecure, suspicious, slow, naïf and ignorant public partner versus a powerful, far more intelligent and profit seeking partner were produced by the public partners themselves. A public servant argued: ‘Well there is distrust. We were afraid they would screw us, maybe this is also an inferiority complex. That is especially the case at the public site.”

Besides mixed feelings at the public side about DBFMO, value differences between public partners, caused some trouble in the preparatory phase. A consortium member argued: “There was a bit of a power play going on between the ministry and the GBA.” Unlike in traditional projects, where the GBA interprets its clients’ demand, in this project it was the ministry of Finance itself that wanted to take the lead. It took, however, quite some time before both public parties agreed upon the exact role division due to different interests. Whereas the GBA is responsible for the quality of the building, the ministry of Finance is held accountable financially. A civil servant working for the ministry of Finance argued: “The GBA wants quality and so they are quite generous when it comes to the planning. But because we pay the bill, we wanted to shorten the construction period.” After the ministry and the GBA decided to work together as one team, it was decided that the ministry would manage the contract whereas the GBA would remain responsible for it.

Both public partners worked jointly on the creation of output specifications that had to be designed in order to allow consortia to design an integrated project plan. These specifications define the
public demands in output terms, defining what the client wants but not how the private partner has to realize this.\textsuperscript{6} Per unit (picture quality, price, functionality, flexibility, logistics etc.) point of appreciation were distributed. The one with the highest score, would win the tender. Developing output specifications implied quite some headwork and decision-making for the State at an early stage of the project. A public servant respondent: “\textit{We were initially shocked to see what we had to describe. We had to think about everything much more than is normal in traditional projects}”. It is exactly this extra investment that forms “\textit{a huge showstopper}” for the public party since it requires much more transparent and intelligent public preparation: “\textit{pps is actually a very smart way of tendering but it requires a lot from the public side. People never were rewarded for thinking but it also was not visible when they would make a mistake. Before you could say, the world has changed, but if you make a mistake with pps then it is suddenly very transparent. That is why some people at the public side are very reluctant towards pps since it makes your work, including your mistakes very transparent}.” Although the extra investment for the State forms a challenge, many respondents consider it to be a great advantage at the same time. Communication and fine-tuning about demands and agreements now take place at the beginning of the project and less during the construction process where it often tends to go wrong: “\textit{Normally you find irregularities or problems during the process. We now wanted to avoid that since it costs a lot of time and money}.” Being forced to create output specifications, the State seems to be more prepared for the tendering process and capable of formulating its demand and steering on that, then is the case with traditional projects. Having a capable principal, of course, forms a necessary condition since the quality of the eventual service delivery, depends highly on what the public principal asks for in the output specifications: A consortium member argues: “\textit{If quality is not their priority and they don’t give you points for that, then I will give you a building from the Eastern bloc}.” When the public partner in question is not capable of formulating

\textsuperscript{6} For example: ‘We want the temperature in this building to be between 19 and 23 degrees Celsius constantly’. When the State has a preference for or an obligation to use a specific security system, input terms are used in order to make sure this specific system will be used.
and managing its demand, projects might fail in financial and, or qualitative terms. An external expert argued: “The team of the ministry of finance was very enthusiastic and focused on good results. The tricky thing is when you have less enthusiastic, less informed people. Then it is difficult to play a good game. When a normal school in a normal city with a normal board wants to use DBFMO, it is the question whether they are able to do so. But even tough it is difficult to create such a contract, it at least forces you to think very carefully about what you are doing. You have to understand and respect each other and now we are able to learn how to do that. I think we understand each other better than in the old situation. With this form of tendering the client knows exactly what it can expect.” They argue, however, that the quality of the contract depends on the capability and capacity of the government in question. The fact that the State depended on expertise of external financial experts is, by several public servants, considered to be a risk in itself. However, as goes for the financial calculations, several respondents argued that the fact that risks are often managed by external experts, is a possible risk in itself.

Phase 2: towards a contract

After the tender process, a performance contract between the Dutch State and a consortium was closed in November 2006.7 About the similarities and differences between the ministry and the consortium a consortium member argued: “Unlike what you often think about the public sector, the ministry was very professional and they had prepared themselves very well. It is not that they are daydreamers with a higher ideal or societal goal. We are talking about the ministry of finance. They are busy all day long to motivate investors to invest and they also did that in this project. Public and private partners are in that respect, not different from each other.” Before contractual closure, public and private partners had to agree upon the exact content, scope and risk distribution which, for each partner, brought with it its own challenges. For both partners, the relatively long endurance of the contract formed a crucial change and implied a new

---

7 The consortium, contracted out the operation to a V.O.F. (Dutch = vennootschap onder firma).
attitude and way of working. A public servant argued: “The fact that you work together for 25 years forces you to make the best possible but perhaps still unrealistic calculations. We don’t know what is realistic exactly, we can make estimations, but we eventually never know what is a good price or not. And with these calculations, you start negotiating. A lot of people though: what are we doing? We cannot oversee a period of 25 years, how can we calculate and if we also have to explicit our wishes in output terms, then how can we assure we get what we want? How can we justify this?”. A external experts argued about these calculations: “Well these calculation…for what it is worth it, they are as soft as butter”. A consortium member argued: “It is extremely difficult to calculate 25 years in advance and this is going wrong in several projects. You cannot say to your client that you calculated 170 million but that you need 195 million euro. Then the principal reminds you of the contract and tells you to solve it yourself.”

A consortium member argued, the new way of cooperation between private partners is challenging and requires a new attitude towards construction projects within the construction sector: “You have to do it together because that is what the State asks for. It is pps or nothing. And then you go with the flow. That changes traditional routines and relations of course. If we work as a team, I cannot have a hidden agenda. But my partners also cannot have one. And this might imply that we have to cut in our own meat. If I keep saying that soft carpet is the best solution which it is not, then I have to vacuum every day which is good for me since I earn money with cleaning it. But this raises the price significant and if I am not honest, we might not win the tender.”

Another crucial topic towards to contractual closure formed the new risk and responsibility distribution. Together with (external) juridical experts, the State prepared a DBFMO contract that initially lay down all risks with the consortium. A public servant describes: “this came back as a boomerang”, since the consortium could not or did not wanted to take certain risks. A public servant argued: “I am married and when it goes wrong I cannot say troubles and debts are yours and I take the house and the car. I think I have a problem them. But we did not see this at the beginning. We wanted to lay it all down at the private side.” The distribution of risks depends on who can handle it best in financial (referred to as value for money), practical (depending on expertise and experience) or juridical terms. When private
partners can assure themselves cheaper against certain risks, it is probable that the State transfers these risks to the consortium. Treating risks as a product that can be outsourced “gives the government a better starting position. The consortium is now responsible for risks that we were responsible for before”, according to a public servant.

A third topic of importance formed the extensiveness of the contract. Unlike the consortium, the Bank and the State, felt the urge to write down every agreement in detail. Public and private respondents, argued this urge was even greater for the Bank than it was for the State. In order to assure its investment could be earned back, the Bank not only checked agreements made, but also wanted to lay them down officially by means of a back-up. For the State, the contract enabled them to account for their action and as a steering tool: the consortium, as well as the State itself, had to act as agreed upon in the contract. As goes for the output specification, the progress and the content of the project, would partially depend on the quality of the contract. The State therefore acted prudent. A public servant describes: “as a governmental organization you want to control risks and we had the feeling that if we would make one mistake in the contract or if we would give away too much in the beginning, we would never be able to get it back”. An external expert involved in the process towards the contractual closure, argues the process was characterized by insecurity and lack of trust: “It was a game between lawyers. I noticed that public officials did not want to decide about anything. But pps forces you to think and you have to show why some things are important for you. And to do so you have to have a certain trust and that is the whole point. These two parties do not trust each other. The behavior of administrators in this respect can be explained by fear. They think they are stuck and that they will lose control and the tendency to control everything is very typical for the government. They would like to avoid every risk and they had the feeling there were risks involved in this project that they were not able to oversee. We worked together on the basis of distrust and not on trust and you can see that in the contract: they are still very thick and that says a lot.” Several respondents argue that despite of the “hopeless contract” it is a good stimulus to think about the project jointly and to fine-tune expectations. The contract can,
therewith, be regarded as an expression of distrust but forms at the same time an basis of trust from which cooperation can arise.

With respect to the organization of monitoring and supervision, the consortium would in the first place control its own functioning and report on that periodically.⁸ A public servant argued is a good development that agents control themselves since they have the necessary expertise and are the ones that are directly rewarded or punished for their performance. The State would manage the contract from a distance, relying on the output specifications and the monitor and discount mechanisms which enabled them control and steer if necessary. In the output specifications, a recovery period for each type of failure is laid down. Employees working at the ministry of Finance, could address irregularities at the facility service point that is owned by the State and located at the ministry itself. If the consortium is not able to solve the problem within the given recovery period, the State get a discount. Besides control from the State and the consortium (by its shareholders) itself, reportages about the operation with regard to the financial situation were required by the Bank. The State itself, is controlled but the National Audit Service. Although several respondents argued there were still some loose end in the contract, the way in which responsibilities and risks are distributed and the control and steering mechanisms that are available on paper, seem to empower the State in comparison to traditional projects enabling to get what they want how they want. After the renovation, the exploitation phase would start: the carefully designed contract, output specifications, and monitor and discount mechanisms would be put to the test.

Phase 3: the construction

⁸ This does not differ much from traditional projects in which control with regard to support services is very often outsourced too.
After financial closure, progress was made during the construction phase. A delay of two months was corrected when the Bank (afraid of not receiving the first monthly availability fee) demanded the consortium to prove it was able to finish the renovation on time. In traditional projects, the public principal tries to do so too. A public servant, however, argues that “a bank is for some reason much more convincing in this then a public party.” An architect adds to that: “We as architects always say that building contractors mislead. And this example proofs it I guess since all of a sudden they are able to deliver on time and for less money.” Eventually, the consortium managed to finish the renovation one month before the initial planning. Several respondents argue, however, that the renovation was not completed at all but other considerations (the ministry wanted to move in to the new accommodation as soon as possible in order to prevent hiring costs of the temporary accommodation to rise any further) were considered to be more important. During the construction phase, there were not as much interfaces between the public and private partners as in the following exploitation phase. Exactly there, the first problems with respect to the safeguarding of the public demand and the control, monitor and steering mechanisms arose.

**Phase 4: the exploitation**

By the time the employees of the ministry moved back into the renovated building, the consortium appeared not to be completely ready for the exploitation phase yet. A public servant described: “Sometimes we just did not understand each other. Sometimes they just not did what was agreed upon. Just before the opening, several things were still not organized. Although we send a signal various times, we eventually did those things ourselves. We could not use the discount mechanism in this case because that only works after the accommodation is officially available.” Not only at the start, also during the first years of the exploitation, several public contract managers experienced irregularities with respect to the delivery of services. Due to internal demarcation within the consortium, problems were more difficult to solve than expected. Until the
exploitation phase the consortium appeared to function as an integrated group, sharing responsibilities and risks. By the time the first discounts fell, this spirit seemed to have fade away to some extent. The exploitation group was responsible for the -O-, the operational or exploitation part of the contract. Since problems from the construction phase were passed through to the exploitation phase, internal discussion about who was responsible for what and who should receive the financial penalty arose. A public servant describes: “The project is sold by sales people, build by engineers, and now exploitation people are responsible for things they don’t know anything about. And they say, now I have to pay because 5 years ago someone did not think well enough. It is all very short term minded. Shareholders want to see results now. They do not understand that the company now has to invest in order to make profit over the following 25 years. So they stand still, look at each other, and finally we are the ones trying to get things done again.” According to several consortium members the internal demarcation resulted from the fact that each private party wanted to assure its profit and protect itself against risks. This is not only a demand coming from the parties themselves. The Bank separated the budgets and corresponding tasks and responsibilities. Respectively two consortium members argued: “Cooperation between the consortium members is like this: we say we are going to do this together but if we get a fine, then that it is your problem and we are off”. A second consortium member adds to that: “The conflicts that arise are always about money and about the way we work together. And that also has got to do with money. Eventually we think very traditional and we preferably do what we did in the past so that we can make the highest profit. But pps demands a new attitude and we were just not aware of that”. The organizational structure of the consortium institutionalized the traditional roles and responsibilities in which different disciplines work separately from each other. A consortium member argued: “My experience until now is that consortia have difficulties with their internal communication. Sometimes a consortium integrates four or five companies that can be each other’s concurrent: we all want to make profit. And then you see that everyone builds its own protection walls: this is my part, this is my responsibility, this is my profit. Everyone is busy cleaning its own little street.” When safeguarding public demands depends on
private action and private values do not coincide, values clashes within the consortium, might undermined public service delivery. Public-private cooperation does thus challenge public-public as well as private-private relations and values and therewith public-private relations and values too. When risks and responsibilities are transferred from the public to the private side, the organizational structure (between public and private and between private partners), the contract and the actors involved, should support this transformation. Although concession partnerships are often dismissed as ‘real’ partnerships, due to their contractual character, this case shows that the realization of public values stands or falls with the quality of cooperation. A consortium member argued: “It is a little odd but cooperation is not an issue. People just never think about it. There is hardly any attention for questions such as whether our values match or whether we work with the same spirit. Not between public and private actors but also between private actors. We spend time on making hard agreements but the soft side, how we want to work together, is still a puzzle.” The public contract managers argued it was quite difficult to interfere when problems arose. One contract manager argued: “And then we found ourselves between fires. You have a client that is not pleased and they don’t care that you have a certain contract in which you cannot act yourself and they don’t care when you say it is the consortium that does not take its responsibility. Normally, when a company fails, we can take it over but with this contract, we can’t.” A consortium member argued in this respect that detailed agreement with the public partner were made but that this was not the case within the consortium itself. The distribution of delegated risks and responsibility was therefore not always as clear as preferable: “We depend on each other, we need each other but we did not see this. In new projects we make input sheets even before the construction phase starts and we talk, about and agree upon who does what in the project. That is crucial and we did not do this with the ministry of Finance.” A public servant argued that problems not only arose because the consortium was not well prepared: “We suddenly had to break down our own public organization and we had problems in letting go, we wanted to keep control so we completely underestimated that but that is quite logical since it is the first time we did something like this.” When a public values, public service delivery, depends
on private action the question of what can be done to overcome irregularities with regard to this becomes crucial. Mechanisms, such as monitoring and financial incentives, were not able to solve certain problems as we shall see in the following paragraphs.

A monitoring system linked to a financial system that would manage discounts when service delivery was not as agreed upon, would steer the consortium automatically and allow the public partner to supervise from a distance. Financial incentives (in the form of discounts for the state) would correct irregularities without direct interference of the public partner. A public servant described: “Pps seemed first like a Bahamas model: the systems take over, we do not have to be there and the contract and the systems will make sure we get what we asked for. But it turned out that is not possible, not when you want to be professional.”

During the tender phase, attention went out to the eventual product: the renovation and the service delivery itself. In the phase towards the contractual closing, attention went out to the juridical projects aspects, finance and risk and responsibility distribution. In the preparatory phase, less attention for the ‘how’ question, with regard to supporting processes such as monitoring and the financial mechanism, went out which resulted in conflicts between the public and private partner during the exploitation phase. A public servant argued: “The success of pps stands or falls with a monitoring plan. The private partners needs it to evaluate its own management and we need it in order to check and control but the monitoring plan was just never accepted and then you see that two different worlds come together with different ideas about the organization of monitoring and the necessity of it.” In the first place, these different worlds did not have the same answer to the question ‘how’ monitoring should be organized. The monitoring system of the ministry and that of the consortium appeared to be incompatible and since the ministry did not wanted to change its own system, solutions to link both systems had to be found. In the second place, both partners had a different answer to the question whether monitoring and reporting was important at all. A consortium member argued: “We now also have to manage the contracts and report the progress and process. Not for us, but if we do not do this, the State is not able to account for its
spending and action. That was difficult to understand for us. We are not used to take that type of accountability into account. Normally that does not form part of our business but with pps, you suddenly become responsible for that part too. They have their responsibilities and decision making models. But our models do not fit. And we find it quite difficult to take our responsibility for quality and to report on that professionally.” Since the ministry of finance had to be able to account for it spending, bills and reportages were necessary. It took, however, a while before the financial and monitoring system were in order. A public servant described: ‘We were just not able to account for our spending nor were we able to see what services were delivered. The accounting system was just very bad. Sometimes they complained that the State did not pay but we can’t if we do not receive a bill. I said ‘if you want me to pay, send me a bill, I see you did your work but at least send me a bill’. Everybody thinks ‘that’s the State again’ but they just failed to organize that part of the project and that is not only our problem, it is also their problem. It took a year before we received the first bill. And then you think ‘this cannot be true’. They just did not knew what they spend on catering. The reason for that is that the consortium is led by a construction company that has no idea about service delivery.” Not only with respect to the necessary reportages and accounts, also with respect to the use of the contract, public and private interpretations differed. The private partner seemed less reluctant to deviate from the contract than the public partner. Several public servants argued that the consortium still had the tendency to create extra work besides the contract just as is often the case in traditional projects: “They are quite wild, a little bit like cowboys. They think, we make a contract with you and then we will create extra work besides the contract. But that is not what pps is invented for.” The fact that the ministry wanted to follow the contract as it did, was by some understood as a mischance that frustrated the cooperation: A consortium member argued: ‘We are stuck in an accountability structure in which we have to make sure everything we do or not do is contractually correct.” Other, however, described that during the process, both public and private partners got to understand each other’s background and therefore demands and behaviour better: “What I learned during the project is that a administrator always has to be able to account for what he does. You can’t just ask him to change things for the sake
of the building company. There is always a fear that he will be accused of corruption and that fear is more profound than I thought. So they follow the contract and hold on to that firmly. We sometimes did not understand that but during the project, I got to understand that is just the way it works in the public sector.” Both public as well as private partners argued there are big differences between public and private accountability. These differences first led them to misunderstandings and caused frustration on both sides. A external advisor argued: “There are big differences between accountability in the private and the public sector. The public sector has to deal with administrative accountability but the private sector takes its reasonability by which business is generated. So private partners cannot just ask something if it is not written down or if it is not in the contract. They only can operate within the border of the contract. If both partners do not understand that from each other, conflicts arise. So it is very important to understand each other’s mandates.” A tool designed to stimulate the consortium to automatically keep on working on the quality of its services was the discount mechanism. These discounts were, however, not always used by the ministry. A contract manager argued that discounts have to be applied with a certain caution: “You have to be able to keep on talking with each other about the quality. When you really need to use the financial incentive, you use it, but when you use it every time, it might kill the cooperation. I prefer not to use discounts since it means service delivery is not as it should be and that means I have unhappy clients. But if there is no financial incentive at all, we notice, then they just really don’t care. We can ask them friendly to recover this or to organize that, but if they do not feel in their purse, they just do really don’t care.” An external expert argued in this respect that not applying discounts is a form of suboptimal contract management: “When you do not do this consequently, the logic behind the whole construction disappears.”

As a result of the suboptimal reporting and accounting system, the ministry was not completely able to account for its financial expenditures. A consortium member argued they never had problems about this with their own minister. They did have discussions with the internal audit service, before the contractual closure as well as during the project. Before contractual closure, the audit service was
not able to calculate the 15% financial saving, as calculated by the ministry and its financial experts themselves. A public servant argued about that: “When we had to make a report on that I said ‘well then you write down that you cannot calculate it yet’. For me these are administrative discussion about nothing.” During the project struggles with regard to the availability of financial information arose. A contract manager argued in this respect: “With traditional projects you have all this information. And here, maybe we focused especially on the quality and less on the administrative things. Then the client is happy but the audit service isn’t. For them it is a difficult contract. You see two types of auditors: an old one and a new one. The traditional attitude is to control everything financially and literally. When I officially have to pay one hundred euro, they want to see that I indeed spend one hundred euro. Done. But that is of course nonsense. They never look at what the contract and the service delivery entails. The bill and the number are every year the same but can you say anything about the content of the job? The government gave the mandate to lay down the responsibility with the market and suddenly they want to take back control. We say, that is just impossible and then they ask us but how do you know they do what they promised. And then we say, we have a contract. We don’t understand each other in this sense but that is a question of appreciating different values.”

When requests from the ministry to optimize service delivery did not have the desired effect, the structural application of discounts resulted in a window of opportunity: “When we used the discounts, we suddenly were able to talk with people higher in the organization. They start to make losses and then they have a problem, then suddenly you can talk because we both have a problem. We can only create this pressure because of the financial mechanism. Suddenly even the Bank wants to join the discussion because it is in their own interest that things go as agreed upon.” With respect to the capacity of problem solving within a partnership an external expert argued: “When things go well, you don’t see the difference. When there are troubles, however, you all of a sudden see that two different worlds come together and they have a different DNA profile. They are conditioned in some way and then you see that they experience difficulties in understanding each other’s language and signals. There is no one to blame, it is just a fact. What is rational and logical from one perspective is irrational from the other
perspective. That they have a different rationale does not mean one is worse or wrong. They just cannot escape from their own rationality.” An external expert finally argued: ‘When there are problems they automatically want to divorce each other, they want to run away because they are insecure. And let’s face it, they sign a contract but they never really get married to each other and thus they are not willing to give all they have.” By the time we finished our interviews, the problems with the reports was more or less solved and the consortium had reorganized its internal structure in order to carry out it task better.

Value conflicts in perspective

As the prior paragraphs show, quite some conflicts and struggle arose due to private, public or public-private values conflicts. Conflicts were most visible during the exploitation phase of the project where private action was directly visible by public clients. In the first place, service delivery as a public values was not always as expected and secondly, process related values, such as transparency and accountability, were not optimally safeguarded. Although there were still quite some challenges to overcome, all respondents argued cps in the form of DBFMO is a better alternative than the traditional way of cooperation within government accommodation projects. The fact that output specifications have to be made, that it is very difficult to deviate from the contract, that proposed solutions, plans and changes have to be underpinned by a financial explanation. With respect to the problems connected with the cooperation a public servant argues: ‘We thought ‘consortia only want to make money and attention to quality will not be paid’. That was the assumption. But with pps we at least have a basis to insist on quality. They have to comply with certain demands contractually so there is always ground for a conversation plus we have the financial incentives. They financed the project in advance so they depend on us when they want to earn the investment back. It is funny that these projects are very long and complex but we seem to know more about them and to control them more than traditional projects.” Several public and private respondents argued that the suggestion that service delivery would be at has got to do with general
cuts and less with cps itself: “But we at the government find this difficult and we start brainstorming. We have some sort of megalomania. But you see that this trend also get more visible in the government. We have to organize things more efficiently. But we are stubborn and think we can do it better but in fact we are ten years behind a KPN and a Philips. We don’t have a profit incentive and that is logical but the last couple of years we do have a financial incentive because the taxpayer expects us to spend their money well. Is that bad? There is just no other option. Administrators and citizens notice there is less money but that has got nothing to do with pps. We have to work more efficient but that is independently of the contract.” Furthermore, external juridical experts that DBFMO and the detailed agreements made before the start of the construction, reduces the risk of a miss-match between demand and results than is case in traditional projects. A lawyer argued: “The reason that scientists are skeptical about pps is because they give it a wrong label. Like them, I am not in fond of joint ventures or privatization but DBFMO is not privatization. Besides, there is nothing wrong with the fact that a private party earns money, that is their only way to survive. If you can combine that with the realization of a public task, brilliant. If you do your job well, then you deserve it to earn something. With a traditional project that is the other way round. When you don’t do your job well, you can work longer and you get paid more but that is something not everyone seems to be willing to see.” With regard to ministerial accountability an architect remarks: “With pps, the minister can do his job better. Before he was defending the mistakes made by his own organization and believe me, they made big mistakes nonstop. That was always ignored because he cannot explicitly say his own administrators are not capable. A juridical expert argues finally: “I think it is strange that it was primarily the private sector that promoted DBFMO instead of the government representatives. For construction companies, these contracts are not as good as traditional contracts. But because of all the emotions on the public side…The fact that Tatcher created it, of course, doesn’t help in the Netherlands.”

Conclusions
References

Corbin, J. (1986). Coding, writing memos, and diagramming. From practice to grounded theory, 102-120.


Swanborn, P. G. (1996). *Case study's: wat wanneer; hoe?*


