

Tender Document

Open European Procurement procedure

Enterprise Architecture Tooling

Colophone

Edition: IT Department and Procerument Center Fontys Hogescholen
Address: PO Box 347, 5600 AH Eindhoven, The Netherlands
Date: November 2, 2020

Version: 1.0

No acquisition

Acquisition as a result of this procurement procedure is not appreciated.

Content

0.	Definitions	5
1.	Introduction	7
1.1.	Choice Procurement procedure	7
1.2.	Digital Tendering via TenderNed	7
1.3.	Contact during Procurement procedure	7
1.4.	Schedule	8
2.	The Contract Authority	9
2.1.	Fontys Hogescholen	9
2.2.	IT Department	9
2.3.	Vision and mission	9
2.4.	Sustainability	9
3.	The assignment.....	11
3.1.	Discription of the assignment.....	11
3.1.1.	Reason and objective	11
3.1.2.	Vision of the future situation.....	11
3.1.3.	Size of the assignment.....	11
3.1.4.	CPV coding	11
3.2.	Lots.....	11
3.3.	Agreement.....	12
3.4.	Waiting room	12
3.5.	Contract management.....	12
4.	Selection and award.....	13
4.1.	Steps in the selection and award	13
4.1.1.	Form, structure and timeliness.....	13
4.1.2.	Grounds for Exclusion and Suitability Requirements.....	13
4.1.3.	Program of (minimum) Requirements.....	13
4.1.4.	Award criteria	13
4.1.5.	Intention to award and final award	13
4.2.	Assessment committee	14
5.	Procedural aspects and regulations.....	15
5.1.	General tendering requirements	15
5.1.1.	Legal framework.....	15
5.1.2.	No award.....	15
5.1.3.	Reimbursement.....	15
5.1.4.	Main language.....	15
5.1.5.	Transfer of data provided	15
5.2.	Rules for asking questions	15
5.2.1.	Discrepancies and imperfections	15
5.2.2.	Questions and suggestions.....	15
5.2.3.	Complaints	16
5.3.	Rules for submitting a Tender	16
5.3.1.	General regulations.....	16
5.3.2.	Validity.....	17
5.3.3.	Number of entries.....	17
5.4.	Opening of the Tenders	18
5.5.	Clarification and verification of the Tender.....	18
5.6.	Award decision and legal protection	18
6.	Capacity of Tenderer.....	19
6.1.	Tendering as a Combination	19
6.2.	Profession capacity and / or competence Third party/parties.....	19
6.3.	Subcontracting	20
7.	Grounds for Exclusion and Suitability Requirements.....	21
7.1.	Grounds for Exclusion.....	21
7.1.1.	European Single Procurement Document (ESPD)	21

7.2.	Suitability Requirements	21
7.2.1.	Financial and economic standing requirements	22
7.2.2.	Professional and technical competence requirements	22
7.2.3.	Professional competence requirements	23
8.	Program of Requirements	24
8.1.	Obligations for taxes, environmental protection and working conditions	24
8.2.	Legal frameworks	24
8.3.	Financial agreements	24
8.3.1.	Pricing	24
8.3.2.	Invoicing	24
8.4.	Requirements regarding personnel	25
8.5.	Requirements regarding IT Administration	25
8.6.	Requirements regarding IT Collaboration / Repository	25
8.7.	Requirement regarding IT Innovation	25
8.8.	Requirements regarding IT Integration	26
8.9.	Requirements regarding IT Security / Privacy	26
8.10.	Requirement regarding IT Support	26
8.11.	Requirement regarding IT Usability	27
8.12.	Requirement regarding IT Validation	27
8.13.	Requirement regarding IT Modelling	27
9.	Award criteria	28
9.1.	Award method	28
9.2.	Assessment procedure	28
9.3.	Price	28
9.4.	Quality	29
9.4.1.	Weighting of sub-award criteria	29
9.4.2.	Weighting of award sub-criterion 1 Functional	29
9.4.3.	Weighting of award sub-criterion 2 Implementation	30
9.5.	Final score	30
9.5.1.	Verification	30
10.	Attachments	32

0. Definitions

The following terms are used in this Tender Document, which are capitalized. Defined terms can be used in singular as well as in plural.

Agreement:	The written obligation for consideration between the Client and the Contractor, as included in Annex 1.
Award criterion:	The criterion that applies when determining the best price-quality ratio, lowest costs based on cost-effectiveness or the lowest price.
Client:	The Contracting Authority that awarded the contract.
Combination:	Two or more companies submitting a Tender together.
Contracting Authority:	Stichting Fontys, with its registered office in Eindhoven.
Contractor:	The Tenderer to whom the contract has been awarded.
ESPD:	Abbreviation: European Single Procurement Document. A statement as referred to in Article 2.84 of the Dutch Procurement Act 2012.
Exclusion:	Rejection of a Tender on the grounds of a knock-out criterion or failure to meet another requirement to which this sanction applies.
Grounds for Exclusion:	The grounds relating to the Tenderer's personal situation as stated in the Dutch Procurement Act 2012, intended for Exclusion of the Tender.
Group:	Economic association of legally independent companies under joint central management, whereby the joint results are reflected in the Group balance sheet.
KPI:	Abbreviation: Key Performance Indicators. In principle, good KPI's comply with the SMART principle.
Memorandum of Information:	Note with the answers to questions asked by (potential) Tenderers during the period of the procurement process, as well as clarifications from the Contracting Authority of its own accord.
Dutch Procurement Act 2012:	National Dutch Law of November 1, 2012, containing new rules regarding Procurement procedures for Dutch Contracting Authorities, text applicable from July 1, 2016, cited as the Aanbestedingswet 2012.
Procurement procedure:	The process consisting of a number of formal steps to the award of the contract to the Tenderer with the best price-quality ratio, lowest costs based on cost-effectiveness or the lowest price.
Program requirements:	The specifications that the performance to be delivered (service and / or delivery and / or work) must meet at the time of delivery or acceptance thereof.
Secretary:	The legal entity that is in charge of a Combination and may act as the responsible representative towards the Contracting Authority.
SMART:	Abbreviation: Specific – Measurable – Acceptable – Realistic – Time-bound.
SSC:	Abbreviation: Supplier Score Card. Contract management tool based on Key Performance Indicators (KPI's). These are described and recorded in the Supplier Score Card.
Subcontractor:	A company to which part of the performance of the assignment has been or will be given by the Contractor.
Suitability requirement:	The requirement that concerns the suitability of the Tenderer, being a requirement in the field of financial and economic standing, professional competence and / or technical competence.
Tender:	A legally valid quotation submitted by the Tenderer on the Tender Document provided by the Contracting Authority.
Tender Document:	The invitation to Tender, including the appendices, drawn up by the Contracting Authority for the Procurement procedure, containing all information and conditions as well as requirements and Award Criteria for the Procurement procedure for – and any execution of – an open contract.
Tenderer:	The legal entity that independently or in Combination participates in a Procurement procedure.

Third party:	The legal entity that the Tenderer relies on for the purpose of the Tender (in terms of financial and economic capacity, professional competence and / or technical competence) or wishes to deploy in the implementation of the Agreement.
Working days:	All days of the week on which educational activities take place.

1. Introduction

This Tender Document contains all information about the Open European Procurement procedure Enterprise Architecture Tooling.

All companies that meet the minimum requirements are invited to submit a Tender. This can be done independently or as a Combination and possibly by calling on Third Parties.

The Procurement procedure must lead to the award of the contract to the Tenderer with the Best Price-Quality-ratio.

1.1. Choice Procurement procedure

The Dutch Procurement Act 2012 applies to this Procurement procedure. Since the European threshold amount is expected to be exceeded, and no legal exceptions apply, a European procedure must be followed. It has been decided to publish this procedure at a European level via the so-called Open European Procurement procedure. This choice is mainly based on the number of expected Tenderers.

1.2. Digital Tendering via TenderNed

The announcement of this assignment has been published on www.tenderned.nl and in the Supplement of the Official Journal of the European Union (T.E.D.).

The entire procedure is performed digitally via TenderNed. This means that (potential) Tenderers can download the necessary documents (including the Tender Document) via the website. The publication of the Memorandum(s) of Information and the announcement of the awarded contract will also take place on TenderNed. We would like to point out that it is advisable to set the alert to TenderNed (green button), so that you automatically receive a message when new documents are published. To ask questions and submit a Tender, you must have an account on TenderNed. Companies based in the Netherlands need to have E-recognition. This is not required for companies based outside the Netherlands.

More information about TenderNed see:

www.tenderned.nl/cms/handleidingen/handleiding-tenderned-voor-ondernemingen

or

<https://www.tenderned.nl/cms/english>

1.3. Contact during Procurement procedure

All correspondence in the context of this Procurement procedure takes place via TenderNed. If this is not possible for technical reasons, you can contact us via inkoop@fontys.nl. The Tenderer is responsible for verifying whether its e-mail messages have been received (on time) by the Contracting Authority.

The contact person for this Procurement procedure is:

Name:	Janny Nelissen
Phone number:	+31 (0)8850-873393 (if no answer: +31 (0)8850-71444)
E-mailaddress:	inkoop@fontys.nl

Subject to Exclusion, it is not permitted in the context of this procedure to contact the Contracting Authority in any other way than via the aforementioned contact person or his/hers replacement in order to obtain any information whatsoever. The Tenderer therefore also respects the ethical code of the Contracting Authority regarding purchasing, see Annex 2 'Fontys Internal Rules of Conduct (Code of Conduct)'.

1.4. Schedule

Within the procedure, Tenderers undertake a number of actions at different times. The Contracting Authority strives to realize the schedule below. The Contracting Authority is entitled to adjust the time schedule in the meantime. If the schedule below differs from the schedule on TenderNed, TenderNed is always leading.

Activiteit	Datum	Tijd (C.E.T.)
Publication date Tender Document	November 2, 2020	
Deadline for reporting inconsistencies in the Tender Document and the closing date for asking written questions	November 26, 2020	12.00
Deadline for answering questions by means of the latest Memorandum of Information	December 3, 2020	17:00
Deadline for submission of Tender	December 14, 2020	12:00
Opening digital safe	December 14, 2020	
Assessment of Tenders	December 14 - 23, 2020	
Target date of intention to award	Januari 4, 2021	
Target date of final award	Januari 25, 2021	
Commencement date Agreement and start date implementation	Februari 1, 2021	
Implementation completed	Februari 26, 2021	

2. The Contract Authority

2.1. Fontys Hogescholen

Fontys Hogescholen, hereinafter Fontys, is one of the largest institution for higher education in the Netherlands, with more than 4,700 employees and nearly 44,000 students. There are 27 institutes that together provide 81 bachelor's programs in the variants full-time, part-time, dual and in-service, offering 28 master's programs and 13 associate degrees. Fontys also provides various courses and training. In addition to education, Fontys focuses – with 46 professorships among others – on research, knowledge innovation and contract activities. The courses are spread over a number of locations in the Netherlands, mainly concentrated in the south of the country (including Eindhoven, Tilburg and Venlo).

Fontys is a foundation. The Executive Board is the competent authority and functions as a unit under the Supervisory Board that is responsible for results. The 27 institutes, each in their own market segment, have education and research as their core task. Like the contract activities carried out by the institutes, the research is aimed at strengthening education and knowledge valorisation. Finally, seven services perform support activities, namely Personnel & Organization, Student Service, Finance, Marketing & Communication, Education & Research, IT and Housing & Facilities.

If you would like more information about Fontys, please visit our website: <https://fontys.edu/>.

2.2. IT Department

Contract formation and contract management of Enterprise Architecture Tooling take place within Fontys's IT department. This department provides all services in the field of networks, software applications, telecommunication services, websites, data storage, e-mail, workplace automation and audiovisual resources.

2.3. Vision and mission

The core value of Fontys is “growth through attention and challenge”, “large in small scale” and “transparent and approachable”. In its diversity and disciplinary breadth, Fontys is the largest public quality university of applied sciences in the South of the Netherlands, which through education and research makes a significant contribution to the continuity and innovative power of the professional field, the regions and beyond. Fontys plays a proactive role in co-shaping and developing a sustainable and just society. Talent development is central to this. Fontys trains professionals who want to further develop their talents in an everchanging social context, and thus continuously prove their worth. The ambitions are summarized in the Fontys Focus 2020 (<https://youtu.be/fPZVRb4DmTM>).

2.4. Sustainability

Sustainability has been a point of attention within Fontys's business processes for years. Sustainability criteria are applied in Procurement procedures, which are based on the Sustainable Development Goals (SDGs). Think of sustainable / circular use of materials, CO₂ reduction and the exclusion of child labor.

Fontys takes its responsibility for the effects of its business operations on people and the environment, and has drawn up a Sustainability Agenda 2020-2023 for the four themes:

- Energy & Climate
- Healthy buildings and surroundings
- Circular procurement and consume more consciously
- Development of sustainable services

These themes are provided with ambitions, objectives and result agreements. The above themes have been formulated on the basis of the SDGs below:



More information can be found on <https://fontys.edu/About-us/Sustainability/Sustainable-business-operations.htm> and <https://fontys.nl/inkoop> (in Dutch only).

3. The assignment

3.1. Discription of the assignment

3.1.1. Reason and objective

In order to transform into the desired Enterprise architecture and to guarantee one Fontys Enterprise Architecture, Fontys and the IT landscape must be transparent. By integrating a so-called Enterprise Architecture Tooling, the Enterprise architecture is visualized, as well as the dependencies between the processes and applications.

Within Fontys several applications have been used for a number of years for Enterprise architecture, but these applications do not meet the current need of architects to enable working under architecture for the organization. Which is necessary for the organization.

3.1.2. Vision of the future situation

In order to transform into the desired Enterprise Architecture and to guarantee one Fontys Enterprise Architecture, the IT department is looking for a contract partner for:

- Providing, setting up and hosting (making and keeping available) a SAAS solution (including updates, upgrades, etc.) for Enterprise Architecture;
- Full support of the IT Service in both the implementation and during the contract period in the (further) design of the solution, and also training (train-the-trainer) during the implementation;
- Being able to fully support the IT department in possibly linking the solution to the systems / components and future systems / components that are already in use.

The solution should be supportive in:

- Gaining an up-to-date insight into the IT landscape.
- Developing and maintaining the Enterprise Architecture within the Fontys environment.
- Being able to design architecture views effectively and efficiently.
- Being able to record and reuse architecture information once.
- Describing and structuring processes that employees need to perform their tasks.
- Presenting and sharing information regarding architecture, processes, products and services as well as providing insights to stakeholders and decision-makers.

3.1.3. Size of the assignment

The assumed minimum use in the first contract year of 12 licenses for architects and 50 consult licenses for interested parties who must be able to consult the Fontys Enterprise Architecture.

Due to the related functionalities that a modern Enterprise Architecture tool offers, for example in the field of BPMN (process modelling) and UML (Data modelling), the price sheet provides for a growth in the number of licenses to ultimately 50 licenses for use and 75 licenses for viewing. Whether these functionalities will be used more widely within Fontys in the future depends on the chosen tool and the maturity of the Fontys organization in areas such as process and data management.

3.1.4. CPV coding

For this Procurement procedure the following CPV code applies:
48000000 – Software package and Information Systems

3.2. Lots

This assignment is not divided into lots as there is a need for one solution for the entire Fontys organization.

3.3. Agreement

The commencement date of the Agreement is scheduled for Februari 1, 2021 and has a term of 4 years, with an option to extend.

The draft Agreement associated with this procedure has been added as Annex 1. Changes that have been accepted by means of a Memorandum of Information will be incorporated into the final Agreement.

The General Purchase Terms and Conditions of Fontys (see Annex 3) apply to the performance of the Agreement.

3.4. Waiting room

The Contracting Authority will enter into a waiting room agreement with the Tenderer who finished second.

If the Agreement with the Contractor is dissolved within one year after the commencement date, the Client can proceed to award the contract to the Tenderer that was awarded the waiting room agreement during the tendering process without re-tendering. The draft waiting room agreement is included in Annex 4.

3.5. Contract management

By means of appropriate contract management, the Contracting Authority ensures that what is promised in the Tender is also fulfilled by the Contractor. The contract management for Enterprise Architecture Tooling is carried out by the IT department of Fontys. The purpose of the Agreement is described in this Tender Document. This includes organized contact and structural coordination of content.

The contract is characterized within Fontys as a very important contract on which intensive contract management must take place. During the first year, monthly operational consultations will take place between the Client and the Contractor. The Contracting Authority monitors and manages this contract through the Supplier Score Card (SSC) system. A draft of the SSC can be found in Annex 5.

The evaluation of the SSC takes place twice a year in the tactical / strategic area. The Contracting Authority will use the implementation period to finalize the SSC. Reports from the Contractor are also used as input for the SSC. The SSC must meet at least a 7 out of 10 per component. If the Contractor scores lower than 7, an action / improvement plan must be drawn up for the components where the Contractor scores lower than 7. Failure to meet the standard can lead to premature termination of the contract.

4. Selection and award

4.1. Steps in the selection and award

The selection and award takes place in five steps:

1. Assessment on form, structure and timeliness (knock-out criteria) (chapter 5) and capacity of the Tenderer (knock-out criteria) (chapter 6)
2. Assessment of Grounds for Exclusion and Suitability Requirements (knock-out criteria) (chapter 7).
3. Assessment against the Program of (minimum) Requirements (knock-out criteria) (chapter 8)
4. Assessment Award criteria (chapter 9)
5. Intention to award and final award.

4.1.1. Form, structure and timeliness

The Contracting Authority sets requirements with regard to form, structure and timeliness of the Tender to be submitted and with regard to the capacity of the Tenderer. If a Tenderer does not unconditionally meet all requirements, the Tender will be excluded from further participation.

4.1.2. Grounds for Exclusion and Suitability Requirements

The Grounds for Exclusion relate to the legal situation of the Tenderer. The Suitability Requirements relate to the:

1. Financial and economic standing of the Tenderer.
2. The professional and technical competence of the Tenderer.
3. Professional competence (Registration in trade or professional register).

If the Tenderer does not meet the minimum requirements set, the Tender will be excluded from further participation.

4.1.3. Program of (minimum) Requirements

The remaining Tenders will be assessed against the Program of Requirements with which the performance (service and / or delivery) to be delivered at the time of delivery, or acceptance thereof, must meet and must continue to meet during the term of the Agreement. If the Tenderer does not meet the minimum requirements set, the Tender will be excluded from further participation.

4.1.4. Award criteria

The remaining Tenders will be assessed and valued by the assessment committee in accordance with the provisions of chapter 9.

4.1.5. Intention to award and final award

Simultaneously with the announcement of the award decision to the winning Tenderer, the unsuccessful Tenderer(s) will be notified of the award decision. They will receive a letter stating the reasons for the rejection and the name of the winning Tenderer.

4.2. Assessment committee

Tenders are tested and assessed by a multidisciplinary assessment committee of the Contracting Authority on the basis of formal requirements, Grounds of Exclusion, Suitability Requirements, the Program of Requirements and the Award Criteria. These criteria and the method of assessment are laid down in the assessment procedure. The assessment committee consists of subject matter experts from the IT department, a Legal Affairs advisor (hereinafter JZ) and a Purchasing advisor. The qualitative assessment criteria are assessed by the assessment committee (excluding purchasing and JZ). The assessment committee (excluding purchasing and JZ) therefore consists of at least 4 persons.

5. Procedural aspects and regulations

5.1. General tendering requirements

5.1.1. Legal framework

This Procurement procedure takes place in accordance with the Dutch Procurement Act 2012 and the Purchasing Policy of the Fontys Foundation.

5.1.2. No award

The Contracting Authority has the right not to award the contract and to withdraw this Procurement procedure (prematurely). The Contracting Authority will provide motivated information about this decision. In the event that a decision to withdraw is taken, the Tender Documents will be considered as not sent and will lapse by operation of law. Any form of compensation is also excluded.

5.1.3. Reimbursement

The costs incurred by a Tenderer in connection with participation in the Procurement procedure will not be reimbursed.

5.1.4. Main language

All correspondence during the Procurement procedure will take place in the English language. Another language is only accepted if the Tenderer has valid reasons for submitting certain statements of documents from specific authorities in a different language.

5.1.5. Transfer of data provided

All (confidential) files and products that are obtained and stored by the Contractor in the context of this Procurement procedure always remain the property of the Contracting Authority. At the moment that the Agreement ends, the Contractor is obliged to return these files and products to the Contracting Authority immediately upon request, free of charge. If desired, the Contractor will destroy the files and products at the first request of the Contracting Authority.

5.2. Rules for asking questions

5.2.1. Discrepancies and imperfections

This Tender Document has been compiled with care. Should a Tenderer nevertheless encounter any discrepancies or imperfections, the Tenderer will make these known as soon as possible, but in any case before the closing date for submitting questions. After this period, Tenderers can no longer object to any discrepancies and / or imperfections. It is assessed on a case-by-case basis how the discrepancies or imperfections are dealt with.

5.2.2. Questions and suggestions

Questions and suggestions regarding the Tender Document and its appendices can only be submitted via the TenderNed question and answer module. Questions and suggestions that are asked in another way will not be answered.

Questions and suggestions must be submitted before the closing date and time specified in the schedule.

Questions and suggestions are answered anonymously as soon as possible via a Memorandum of Information on TenderNed. Potential Tenderers are expressly requested to ask their questions as early as possible, so that it is also possible to ask questions based on answers from an earlier Memorandum of Information. The latest Memorandum of Information will be published no later than the date stated in the schedule.

It is allowed to ask questions confidentially. In that case the question and answer is only intended for the questioner. If the questioner wishes a confidential answer to a question, it must be clearly justified why the questioner believes that disclosure of this information would harm the legitimate economic interests of its company. If the question according to the Contracting Authority does not meet this requirement, the questioner will be given the option to withdraw the question. In that case, the Contracting Authority will not provide any information as a result of the withdrawn question, unless the question is related to an error in the Tender Documents about which the Contracting Authority must inform the other Tenderers. If the questioner does not withdraw the question in question, it will be processed and (with the corresponding answer) published anonymously on TenderNed.

Information is only binding insofar as it is recorded in a Memorandum of Information.

5.2.3. Complaints

The Contracting Authority has set up a reporting point where complaints about a Procurement procedure can be reported. The Contracting Authority has placed this reporting point with the Legal Affairs Team (JZ), e-mail kmpa@fontys.nl. When submitting a complaint, you must clearly state to which Procurement procedure the complaint relates and who the contact person from the Contracting Authority is for this Procurement procedure.

Complaints about matters that were not first filed as a question in the context of the Memorandum of Information, but could have already been asked at the time of the Memorandum of Information, will not be processed by the reporting center.

5.3. Rules for submitting a Tender

5.3.1. General regulations

1. The Contracting Authority uses TenderNed to submit Tenders. Entries submitted via another route will not be accepted.
2. The announcement on TenderNed / TED and the Tender Document, together with the Memorandum(s) of Information (including the report of any pre-bid meeting), form the sole basis of the entire Procurement procedure. By submitting, the Tenderer explicitly agrees with the applicability and content of the announcement, the Tender Document and accompanying annexes, the Memorandum(s) of Information, as well as the requirements, Award criteria and assessment method laid down in the aforementioned documents.
3. The Tender must be uploaded no later than the date and time stated in the schedule. The Tenderer is responsible for the correct and timely upload of his Tender. Because of possible technical problems, it is advised not to wait until the very last moment before uploading the Tender. A Tender received by the Contracting Authority after the stated closing date and time is invalid and will be excluded from the procedure.
4. The Tender, with the exception of the price sheet, must be presented as one digital document, with the appendices in alphabetical order. Attachments that are referred to several times (eg European Single Procurement Document (ESPD)) only need to be uploaded once.
5. The Tender will be signed by a legally valid representative of the Tenderer.
6. The requirements, criteria and information provided in this Tender Document are based on the best possible estimate of the contract by the Contracting Authority. Tenderers cannot derive any rights from this information (numbers, specifications, schedule).
7. A Tender that does not meet the stated requirements / conditions will be set aside and excluded from further participation.
8. A Tender to which one or more conditions or reservations is/are attached is also invalid.
9. A Tender is invalid if it has not been completed truthfully.

10. The Tenderer must realize that non-compliance with commitments has consequences in the sense of dissolution of the Agreement. The relevant Tenderer is then liable for damages. All costs incurred to come to a new Procurement procedure or Agreement will be recovered from the Tenderer, without prejudice to the other rights.
11. Tendering under cost price is NOT allowed.
12. Manipulative Tenders, whereby the assessment system is manipulated in such a way that the objective pursued by that system, such as offering realistic prices, for example, is disturbed, is declared invalid.
13. If the Contracting Authority finds that a Tender is abnormally low, the Tenderer can be rejected on that ground (art. 2.116 / Dutch Procurement Act 2012).
14. The Tender must be a "final offer". After submission of the Tenders, no negotiations will take place, neither on content nor on price. This has the consequence for Tenderers that the submitted Tender must reflect the best conditions.

5.3.2. Validity

The Tenderer must keep his Tender valid for 3 months after the final submission period of the Tender. The Contracting Authority may request to extend the term of compliance. No claims to award can be derived from such a request.

Whenever court proceedings are held against the Contracting Authority by a Tenderer, the Agreement will not enter into force until a judgment has been rendered. In view of this all Tenderers are required to honor their Tender until such time as the aforementioned term has expired, or 14 days after the date that judgment was rendered.

5.3.3. Number of entries

This Procurement procedure is not divided into lots. It is not possible to register for part of the assignment.

Each Tenderer, whether or not part of a Combination, may submit a maximum of one Tender. Tenderers may not submit a Tender independently or in Combination and in addition be deployed as a Subcontractor for one or more Tenderers, whereby an appeal is made on the capacity and / or competence. If a Tenderer submits a Tender more than once, independently or as part of a Combination, all such Tenders will be discarded. If a Tenderer submits a Tender once independently or once in a Combination and is additionally deployed as a Subcontractor for one (or more) Tender(s), for which an appeal is made on the capacity and / or competence, the self-employed Tender or the Tender as a Combination is put aside.

Under "Tenderer" is understood not only the tendering legal person, but also all (legal) persons with which a legal, economic and / or fiscal relationship exists or a unit is formed.

Only several companies of a Group may register as Tenderers (independently, in Combination, or as Subcontractors) if they can demonstrate – at the request of the Contracting Authority – that they each submit the Tender independently of the other Tenderers (including the Tenderers who participate as members of the same Group), while respecting confidentiality. If this cannot be demonstrated by one of the relevant Tenderers, this will lead to Exclusion of all Tenderers belonging to the Group concerned.

5.4. Opening of the Tenders

The digital safe with Tenders will be opened as soon as possible after the deadline for submission has closed. An official opening report will be sent via TenderNed, stating which Tenderers have submitted a Tender.

5.5. Clarification and verification of the Tender

It is the Tenderer's responsibility to submit its Tender correctly, completely and clearly. The Contracting Authority will base the assessment of the Tenderer and of the Tender on the information provided by the Tenderer.

The Contracting Authority reserves the right to request clarification. It is emphatically noted that there is no question of a resit. A clarification assumes that the Tender will remain unchanged in terms of content and that the Tenderer will specify its Tender in more detail only on the requested elements, so that the Contracting Authority has a clearer picture of what has been offered. The Tenderer must provide this clarification within two Working Days after the request from the Contracting Authority. If the Contracting Authority has not received the requested documents within the set term, the Contracting Authority reserves the right not to award the contract to this Tenderer.

In addition, the Contracting Authority reserves the right to check all requested information for correctness. In this respect, the Tenderer must submit supporting documents within five Working Days of the request from the Contracting Authority. It is expressly stated that the provision of incorrect information will automatically lead to Exclusion. Failure to provide the requested data, or not fully, also leads to Exclusion.

5.6. Award decision and legal protection

Simultaneously with the announcement of the award decision to the winning Tenderer(s), the unsuccessful Tenderers(s) will be informed of the award decision. They will receive a letter stating the reasons for the rejection and the name of the winning Tenderer(s).

If a Tenderer objects to the decision, it must notify the Contracting Authority within twenty (20) calendar days after the notification of award of the contract has been sent, while at the same time sending a copy of a signed summons, stating the date on which the court is hearing the case. If the Contracting Authority has not received a copy of the summons within the aforementioned period, the contract will be awarded definitively. The above term is an expiry period.

The notification of the award decision to the winning Tenderer does not constitute acceptance of the offer of the winning Tenderer. The Agreement is concluded at the time of receipt of the written order confirmation from the Client by the Contractor.

6. Capacity of Tenderer

A Tenderer can Tender independently or in Combination. In addition, it is allowed to Tender with Subcontractors and the technical competence and / or financial and economic capacity and / or professional competence of these Subcontractors can be invoked.

6.1. Tendering as a Combination

If the Tenderer is unable or unwilling to provide for the requested independently, it is possible to submit the Tender in collaboration with other organizations. The Combination is assessed as a whole. The Combination is obliged to designate one Secretariat in the Tender to represent them in all respects or to act as Secretariat. After the closing date and time of the submission of the Tender, no changes may be made to the Combination.

In the case of Award, a joint signed statement is issued by the Association of suppliers, stating that all members of the Combination are jointly and severally liable for the performance of the financial and technical aspects of the assignment.

In a partnership (Combination) it concerns several companies that jointly Tender for an assignment. Part II of the ESPD (Annex A) lists the companies that are part of the Group. The Tenderer indicates the Suitability Requirements for which an appeal is made to his company. Each Combination Member submits a ESPD.

Also:

- Each Combination Member, of the Tender, sign and add the ESPD included as Annex A.
- Each Combination Member, after the intention to award the contract, at the request of the Contracting Authority, submits (a copy of an) extract from the professional or trade register where it is established, showing who is authorized to represent the company on behalf of the company. Authorization of representation means that the person or persons signing the ESPD must be registered in the trade register as persons authorized to represent the company. If it is recorded in the trade register that two or more persons only have joint powers of representation, the ESPD will also be signed by those two or more persons. If restrictions are included in the authority to represent the company, these must be taken into account.
- After the intention to award the contract, each Combination Member must submit the supporting documents as specified in chapter 7.

6.2. Profession capacity and / or competence Third party/parties

An independent Tenderer or a Combination can rely on the capacity and / or competence of other natural persons or legal entities for an assignment, regardless of the legal nature of its links with these natural or legal persons.

In the event of an appeal to (a) Third party (parties) as referred to above, the Tenderer or Combination undertakes the obligation to actually have this (these) Third Party (parties) available during the execution of the assignment for those parts for which the appeal is made to the Third Party (parties) (self-requirement). For a call on professional and technical competence, this concerns, if desired, the required availability of personnel and technical equipment.

For an appeal to the financial and economic capacity, this obligation implies that the relevant Third party (parties) is (are) jointly and severally liable for the fulfillment of the obligations arising from the Tender as well as the performance of the Agreement.

The Contracting Authority has the right to require the Tenderer or Combination to demonstrate the actual availability of the relevant Third party (parties) for the performance of the assignment, by providing one or more legally valid and signed statement(s) by the relevant Third party (parties).

The Tenderer or Combination, if it appeals to one or more Third party (parties) shall indicate in Part IIC of the ESPD (Annex A) the Suitability Requirements for which it relies on a Third party (parties).

Also must:

- Third party (parties), in the Tender, sign and add the ESPD included as Annex A.
- Third party (parties), after the intention to award the contract, at the request of the Contracting Authority, submit a (copy of an) extract from the professional or trade register where it is established, stating who is authorized to sign the Tender on behalf of the company. If the signing is done by a party other than that stated in the register, (a copy of) the required authorization must also be inclosed.
- Third party (parties), after the intention to award the contract, submit the supporting documents as specified in chapter 7.

6.3. Subcontracting

For both self-employed Tenderers and for a Combination, it is possible that, although they independently meet the Suitability Requirements set out in this Procurement procedure, they may engage Subcontractor(s) in the performance of the assignment. In case of subcontracting, the Tenderer or Combination must indicate which Subcontractor(s) it wishes to engage and for which parts of the assignment it intends to do so. The Tenderer or Combination also guarantees that the relevant Third party (parties) meet(s) all the requirements set in this Procurement procedure for the activities to be entrusted to that (those) Third party (parties).

Subcontractor is also understood to mean an employment agency that the Tenderer uses to hire temporary employees. If the Tenderer (and after ward the Contractor) gives assignments to Third parties / Subcontractors in the context of the performance of this Agreement, the Contractor will continue to act as a contracting party and the Contractor is jointly and severally liable for the fulfillment of the obligations as well as the obligations that are subcontracted.

The Contractor always indemnifies the Client against any adverse consequences of such outsourcing. If the Tenderer is considering engaging a Subcontractor or employees via an employment agency, the Tenderer will state the name and business address of the relevant company in the Tender.

In the case of main / subcontracting, the main contractor is the sole contractual counterparty of the Contracting Authority and remains jointly and severally liable for the fulfillment of the obligations as well as for the obligations that are subcontracted. Only the main contractor submits the requested information. The Tenderer indicates which part of the contract will be subcontracted and to whom the partial contract will be placed. To this end, he fills in Part IID of the ESPD (Annex A). If the name(s) of the Subcontractor(s) is (are) not yet definitively known, a statement will be made of the work that will be carried out under subcontracting. After intending to award the contract, the Tenderer must still state the name and business address of the relevant Subcontractor.

7. Grounds for Exclusion and Suitability Requirements

Only Tenderers will be eligible for award of the Agreement who, in the opinion of the Contracting Authority, have demonstrated on time that they comply with the minimum requirements set in this chapter with regard to the absence of Grounds for Exclusion and the Suitability Requirements set.

7.1. Grounds for Exclusion

The purpose of exclusion is to ensure that business is only done with honest and financially sound companies. The Public Dutch Procurement Act 2012 has two types of Grounds of Exclusion: mandatory and optional.

7.1.1. European Single Procurement Document (ESPD)

The enclosed ESPD (Part III) indicates which Grounds of Exclusion apply to this Procurement procedure. No Grounds of Exclusion apply to you in order to be eligible for the award of the Agreement. If this is the case, this can lead to exclusion from further participation. You declare that no Grounds of Exclusion apply in the first instance by completing and submitting the ESPD with the Tender. Only the winning Tenderers will be asked to submit the supporting documents. The supporting documents must be submitted within five working days of the request from the Contracting Authority.

Information to be provided with regard to Grounds of Exclusion

You can demonstrate that no Grounds of Exclusion apply to you using the supporting documents below:

- Procurement Conduct Statement, as referred to in Article 4.1 of the Dutch Procurement Act 2012, which is not older than two years from the closing date of the submission of the Tender.
- A copy of the extract from the professional or trade register, which is not older than six months from the closing date of the submitting of the Tender.
- Declaration of the Tax Authorities (declaration of payment behavior for compliance with tax obligations) that is not older than six months, calculated from the closing date of the submission of the Tender.
- Other supporting documents for optional Grounds of Exclusion that are declared applicable. For this procedure: a copy of the ISO27001 certificate or equivalent on request of the Contracting Authority.

Note: Applying for a Tender Behavior Declaration / Procurement Conduct Statement and a declaration from the Tax Authorities takes some time. We therefore advise you to make this request, if necessary, before submitting your Tender. In this way, when the Contracting Authority requests these documents, you can deliver the documents within the term.

Note: If you register as a partnership of entrepreneurs (Combination), each member of the Combination must be able to provide these supporting documents. When a Subcontractor is called upon to meet the Suitability Requirements, the Subcontractor concerned must also be able to provide these supporting documents.

7.2. Suitability Requirements

Suitability Requirements are requirements for your financial and economic standing, professional competence and technical competence and / or for your professional competence. To be eligible / suitable for the award of the Agreement, you meet the set Suitability Requirements. You declare this in the first instance by completing and submitting the ESPD (part IV, Annex A), unless stated otherwise later in this chapter. Only the winning Tenderer can be asked to submit the supporting documents. The supporting documents must be submitted within five working days of the request from the Contracting Authority.

If the Tenderer lies on the financial and economic strength and / or technical competence and / or professional competence of other entities (i.e. entities that are not part of the Tenderer), then after

taking the award decision, he will demonstrate that he has the necessary resources at its disposal for execution of the assignment. The ESPD (part IIC) must indicate which other entities are being used.

7.2.1. Financial and economic standing requirements

Insurance

The Tenderer must be insured against business liability and professional liability with cover of at least € 1,250,000 per event causing damage with a maximum of € 2,500,000 on an annual basis, or be prepared to award such take out insurance.

Information to be provided:

The Tenderer confirms in the Tender under Part IV of the ESPD (Annex A) that he meets the set of requirement(s). The ESPD must be added in the Tender.

At the request of the Contracting Authority, the winning Tenderer will submit a copy of the insurance certificate as proof of this, stating the amount for which he is insured. If a group policy is submitted, it must be clear that the Tenderer is (co-)insured.

7.2.2. Professional and technical competence requirements

Reference

With one reference, the Tenderer demonstrates that it has the necessary core competence for the execution of the tendered contract. This means that the Tenderer demonstrates experience in essential points of the tendered contract.

The Tenderer or Combination submits one for the core competence with its Tender that relates to the past three years, calculated from the closing date of the submission of the Tender. The following core competence is applicable:

- Core competence: the offered solution is used by an organization, with the minimum size and complexity of: 3,000 employees, 50 processes, 100 applications, 150 integrations between applications, 1,000 views of complex data structures and an extensive diverse landscape of hardware and networks

The reference statement must be completed in full for the core competence. The reference is provided with the name of the contact person for the reference, as well as an e-mail address and telephone number where they can be reached, and an explanation why the Tenderer is of the opinion that this reference is in line with the requested core competence, all-in accordance with Annex B.

Information to be provided:

The Tenderer submits the completed and signed reference statement with the Tender. To be added as Annex B.

The assignment carried out with the reference must have been carried out to the demonstrable satisfaction of the referee. Included in the Tender or within five Working days of the request made by the Contracting Authority, the Tenderer must submit a statement of satisfaction of the submitted Reference (free format). This must explicitly show that the referee is satisfied with the service in question. Failure to provide a signed statement of satisfaction will invalidate the Reference.

The Contracting Authority reserves the right to contact the referee(s) without your intervention regarding the reference submitted by you, or to request access to contract documents relating to the reference order.

Quality certificate

The Tenderer is in possession of an ISO 27001 certificate or equivalent. At the request of the Contracting Authority, the Tenderer will provide supporting documents to prove this.

7.2.3. Professional competence requirements

Registration in the professional or trade register

Tenderer must be registered in the professional or trade register applicable in the country of origin.

Information provided:

The Tenderer confirms in the Tender under Part IV of the ESPD (Annex A) that he meets the set requirement(s). The ESPD must be added.

At the request of the Contracting Authority, the winning Tenderer will submit, as proof of this, (a copy of) an extract from the professional or trade register of the country where it is established.

If the Tender has been signed by a party other than that stated in the register, (a copy of) the required power of attorney will also be submitted.

8. Program of Requirements

All requirements set in this chapter must be met at the execution of the assignment, unless stated otherwise. By submitting the Tender, the Tenderer confirms that he unconditionally meets the set requirements.

8.1. Obligations for taxes, environmental protection and working conditions

1. When drawing up their Tender, Tenderers must have taken into account the obligations arising from the provisions regarding employment protection and the terms of employment that apply in the country where the contract is being performed, as referred to in Article 2.81 paragraph 2 of the Dutch Procurement Act 2012. Tenderers can obtain knowledge about taxes and environmental protection, employment conditions and labor protection, insofar as it concerns implementation in the Netherlands, from the following sites (another language can be chosen at the bottom of the page of these sites):
 - the tax authorities, <https://www.belastingdienst.nl>
 - the Ministry of Infrastructure and the Environment, <https://www.rijksoverheid.nl/ministeries/ministerie-van-infrastructuur-en-waterstaat>
 - the Ministry of Social Affairs and Employment, <https://www.rijksoverheid.nl/ministeries/ministerie-van-sociale-zaken-en-werkgelegenheid>

8.2. Legal frameworks

2. The application and the way in which data is stored and handled demonstrably comply with the General Data Protection Regulation (GDPR).
3. The services comply with the Legal Standards Framework / the higher education frameworks (<https://www.surf.nl/en/surf-framework-of-legal-standards-for-cloud-services>). This document describes the different confidentiality, privacy, ownership and availability standards that (cloud) suppliers must meet.

8.3. Financial agreements

8.3.1. Pricing

4. All prices quoted are all-in prices, stated in euros, excluding VAT.
5. The rates quoted by the Tenderer are fixed until February 1, 2025. In the case of extending the term of the agreement, the Tenderer has the right to adjust the rates annually as from February 1, 2025, using the annual change in CPI in the table 'Service prices; commercial services and transportation; index 2015 = 100' or the changed index year. The table can be found on the following web page:
<https://opendata.cbs.nl/statline/#/CBS/nl/dataset/83760NED/table?ts=1536217366443>
6. Price adjustments must be submitted for approval no later than December 1 of any year (first in December 2024). Catch-up efforts on non-implemented indexations are not accepted.
7. Costs that are not mentioned in the Tender and are not discounted in the pricing, but appear to be necessary for the proper functioning of the product or service, in accordance with the requirements set in the Tender Document, are for the account of the Tenderer.
8. If the Contracting Authority has to incur costs in addition to the prices offered that appear to be necessary for the proper functioning of the service, these are for the account of the Tenderer.

8.3.2. Invoicing

9. At the request of the Client, the Contractor will invoice monthly after the Client has approved a (part of) a service/delivery. The exception to this is the invoicing of the licenses: these may be invoiced for 1 year immediately after request of the licenses.
10. The invoice contains the following information:
 - Number x units, article numbers / article description
 - VAT percentage and VAT amount
 - Total amount including VAT.

8.4. Requirements regarding personnel

11. The personnel involved in the execution of the assignment must have a command of spoken and written English or Dutch.

8.5. Requirements regarding IT Administration

12. The tool must be made available to Fontys as Software as a Service via the internet (SaaS). No local software, apart from a browser, shall be required.
13. An acceptance environment and production environment must be available for the tool.
14. The tool must support at least the following internet browsers: Internet Explorer 11 and up, Microsoft Edge, Firefox 70 and up, Chrome 80 and up, Safari v12 and up.
15. Client wants to use secure domain names. The Contractor's infrastructure environment must therefore be operationally equipped with "Domain Name System Security Extensions" (DNSSEC) or comparable.
16. The Contractor monitors that the contract and the service level assurance are fulfilled for the entire term and any extensions of the contract and that the processing agreement is up-to-date. Service-level assurance can include, for example:
 - Provides an ISAE 34xx audit statement or comparable
 - Pentest (community)
 - General risk analysis on privacy and security
 - Supplier improvements
 - Independent audit on data center etc.The Contractor undertakes to provide evidence for this upon request and to participate in the annual supplier assessment where these topics are discussed.
17. The Recovery Time Objective (RTO) is max. 24 hours and Recovery Point Objective (RPO) is max. 24 hours and must be guaranteed at all times.
18. The Contractor guarantees availability of 99.2% of the time available between 08:00 and 22:00 (Dutch time) 7 days a week on an annual basis.
19. All data is encrypted when transported. Encryption uses minimal TLS 1.2 or higher.
20. The Client can freely (at any time, without additional costs or without additional actions by the Contractor) export its own Client data.
21. There is an up-to-date Escrow agreement that guarantees continuity with regard to the software.
22. The Contractor will coordinate with the Client at least on the following frequency, both during and after implementation:
 - Operational consultation (first year: monthly)
 - Tactical consultation (twice a year)
 - Strategic consultation (twice a year)Depending on the type of consultation (operational, tactical, strategic), the Contractor guarantees that the participants on the Contractor's side have the correct profile to be a good discussion partner for that type of consultation.
23. The Contractor establishes an escalation procedure with the Client, which is laid down in the SLA.

8.6. Requirements regarding IT Collaboration / Repository

24. The tool must be based on a central repository that contains the models, views, elements and connectors. Diagrams are views on the models in the repository. The repository is updated through changes of diagrams and text by users.
25. The tool must be based on a relational database or graph database. In other words data from model and views are stored in an underlying database.
26. The tool must be able to be used by multiple users working on the same model simultaneously. This will allow Fontys architects to co-operate in projects. The tool must thereby prevent conflicts and always keep the model consistent.
27. The tool must have functionality to democratically collect information to fill the EA model. This needs to work for instance with forms and some kind of workflow.

8.7. Requirement regarding IT Innovation

28. The tool must have a clear roadmap and reasonably insight of where the EA tooling is heading with innovation and new releases.

8.8. Requirements regarding IT Integration

- 29. The solution supports integration with other systems through APIs.
- 30. The Contractor will inform the Client at least 3 months in advance of changes to the cloud service of the Supplier that have an impact on the API's.

8.9. Requirements regarding IT Security / Privacy

- 31. Fontys is looking for a Contractor for an information management solution where the Contractor is a true partner in the field of privacy and security. This means that the Contractor endorses the usefulness and necessity of "privacy-by-design & default" and "security-by-design & default" and implements this fully in the delivery of the solution.
- 32. The tool must be able to support single-sign-on through the federated SURFconext middle ware platform (supported standards: SAML 2.0, OpenID Connect) so that users who are logged on to the network do not have to authenticate again (more information: <https://www.surf.nl/en/surfconext-global-access-with-1-set-of-credentials>)
- 33. The Contractor carries out a risk analysis at least annually and shares these results with the Client. This means:
 - 1. A pen test;
 - 2. An independent audit;
 - 3. And / or a risk analysis.
- 34. The tool must be able to support authorization of users via RBAC (Role-Based Access Control). The option to delegate specific access to specific components.
- 35. The use of the application is logged, whereby the Client can produce reports from the application or at the request of the Client by the Contractor indicating who has logged in at what time and which actions have been carried out (so-called audit trail).
- 36. The Contractor develops and manages the solution on the basis of "secure software development guidelines".
The client applies similar guidelines from CIP-overheid.nl and the Security Technical IT Checklist (STITCH) (<https://www.surf.nl/en/security-communities-working-together-on-security-and-privacy/stitch-a-short-checklist-for?dst=n3668>)
- 37. The Contractor is committed to privacy-by-design and security-by-default and all activities arising therefrom to ensure maximum protection of the application and the environment in which this application runs.
- 38. The service or service Contractor demonstrably meets the requirements of the GDPR and concludes a processor agreement with the Client.
- 39. Contractor complies with the SURF Framework of Legal Standards (Cloud) services, which can be found at: <https://www.surf.nl/en/surf-framework-of-legal-standards-for-cloud-services> and / or has the ISO 27001 security certificate issued by an official body, or an equivalent certificate.
- 40. The Contractor will proactively inform the Client in the event of serious malfunctions or calamities and will immediately take measures to prevent a data breach or data loss.
The Contractor will notify the Client as soon as possible after a malfunction or calamity has been established.
- 41. The contractor provides complete insight into the information flow and which parties are involved. These parties and the share in the processing must be included in the processor agreement.
- 42. Termination of this Agreement for whatever reason, or at the Client's first request during the term of the Agreement, the Contractor will - at no cost - ensure that at the Client's discretion
 - (i) all Data made available to him as part of the Cloud Service is destroyed,
 - (ii) all Data made available to him in the context of the Cloud Service are made available to a subsequent service provider, or
 - (iii) Client and / or Users are given the opportunity to extract their Data from the Cloud Service.If necessary, the client may impose further requirements on the manner of availability or destruction.
- 43. The Contractor will at all times guarantee the data portability of the Data as described in the previous paragraph in such a way that there is no loss of consistency of the Data.

8.10. Requirement regarding IT Support

- 44. Support should be available on workdays (Monday-Friday) from 08:00 until 18:00 (CEST) via (at least) email and/or phone.

8.11. Requirement regarding IT Usability

45. The tool must support an global search function to easily find information.

8.12. Requirement regarding IT Validation

46. The tool must be able to perform checks on the EA-model to ensure that data is consistent.
The tool must be able to validate the model, with pre-defined business rules.

8.13. Requirement regarding IT Modelling

47. It should be possible to define attributes per object type.

9. Award criteria

9.1. Award method

Best price-quality ratio

The Tenders will be judged on the best price-quality ratio. A maximum of 100 points can be obtained. The number of maximum points that can be achieved is indicated per Award criterion. The Tenderer with the best price-quality ratio is eligible for award of the contract.

Award criterion	Max. score
Quality	80
Price	20
Total	100 points

9.2. Assessment procedure

Each member of the assessment committee gives its opinion independently of the other members. If there are significant differences in the individual assessments, the differences are discussed in a plenary session and individual assessments can be adjusted as a result of this discussion.

Scores are assigned per question according to a “report grading system”, where the number 10 is the best possible score and the number 0 the lowest possible score. The following principles apply to the allocation of the grades:

Grade	Meaning
0	Very bad. The answer is missing; answer is absolutely not enough.
2	Bad. The answer is bad and the method of answering hardly answers the question or does not sufficiently meet the wishes of the Contracting Authority.
4	Inadequate. More than one part is missing in the answer, the method of interpretation is insufficient or does not sufficiently meet the wishes of the Contracting Authority.
6	Sufficiently. Fewer significant points are missing, the method of implementation is reasonable or meets the wishes of the Contracting Authority sufficiently.
8	Good. The answer clearly provides the insight that has been requested and is in line with the wishes of the Contracting Authority and may contain creative and/or innovative elements.
10	Excellent. Completely convincing.

In case of doubt (more than, but not quite...) the assessor can not award intermediate grades. The final score of each question to be assessed is determined by unweighted averaging of the scores of the members of the assessment team, dividing by 10 and then multiplying by the weighting as indicated in section 9.4.

The Contracting Authority wishes to emphasize that in its assessment of Tenders, deliberate use is also made of the full range of grades: the fear that by only giving a grade in the middle segment (6), which would cause the price to weigh disproportionately, is therefore not an issue.

The answers as provided in the context of the Award Criteria are understood as commitments about the way in which the Agreement will be implemented. The answers provided in this way will therefore become part of the Agreement to be concluded.

9.3. Price

The price is assessed on the basis of the completed and uploaded price sheet (Annex C).

The Tenderer with the lowest total price scores the maximum number of points that can be achieved. The score of the other Tenderers is determined by the following formula. Points obtained are always rounded to 2 decimal places.

$$\frac{\text{Lowest total price}}{\text{Total price offered by Tenderer}} \times \text{Maximum number of points to be earned}$$

9.4. Quality

9.4.1. Weighting of sub-award criteria

The quality is determined on the basis of the sub-award criteria indicated below. By answering the questions, the Tenderer must describe how he intends to give shape to the tendered contract and how the Tenderer can realize adds value for the Contracting Authority. The more concrete (e.g. on the basis of examples) and more insightful answers from the Tenderer are (SMART!) and the more that is offered than the Program of Requirements and that the Contracting Authority is of value, the higher the grade that will be awarded. In short, the Contracting Authority attaches more importance to concrete commitments to which the Tenderer can also keep than to intentions and 'beautiful stories'. Text parts that exceed the requested maximum will not be included in the assessment.

The qualitative award sub-criteria concern the following subjects. The maximum number of points that can be obtained is indicated per subject.

Aspects assessed for each sub-award criterion count as a whole towards the maximum number of points to be obtained for the relevant sub-award criterion. The answer is therefore assessed in its entirety.

Award criterion Quality	Max. Number of points
Sub-award criterion 1 Functional	70
Sub-award criterion 2 Implementation	10
Total	80 points

In order to guarantee a minimum quality level, Tenders that score lower than the grade 6 out of 10 in on sub-award criterion 1 Functional and/or 2 Implementation are excluded from further participation in the Procurement procedure. The submitted price of that Tenderer(s), to be opened after rounding and recording quality, will no longer be included in the whole and will be excluded from further participation in the procedure.

Points obtained are always rounded off to 2 decimal places for each sub-award criterion.

9.4.2. Weighting of award sub-criterion 1 Functional

The Tenderer must make an online demo version available with the Tender (to add login details as Annex D, see below) in accordance with the application (tool) that Fontys will use at the start of the Agreement. To this end, the Tenderer will provide various trial accounts including associated rights to its application (tool), which will make clear how the operation of the application (tool) looks like. The Tenderer will process the wishes and requirements of the Contracting Authority with regard to the solution as much as possible.

The online demo version will be assessed on the following sub-award criteria and the assessors assess this sub-criterion on the basis of the manual assessment of criterion functionality (see Annex 6):

Award sub criterion 1 Functional	Max. Number of points
Sub-award criterion 1 A Visualization	25
Sub-award criterion 1 B Modelling	20
Sub-award criterion 1 C Integration	15
Sub-award criterion 1 D Versioning	5
Sub-award criterion 1 E Support	5
Total	70 points

The Tenderer must submit Annex D with his Tender containing the login details for the online demo version and trial accounts with associated rights for (at least) 10 architects and 2 administrators / others (the latter with all rights).

9.4.3. Weighting of award sub-criterion 2 Implementation

A plan of action is requested from the Tenderer in which it is made clear how the offered solution will be implemented in accordance with the Program of Requirements. The action plan contains at least the following information:

- A description in the form of a schedule with lead times for various activities in the period after the final award upto and including the first quarter of the contract phase.
- Tasks and responsibilities of the Contractor: which employee is deployed for what and who is, when, and for what accountable or responsible.
- Tasks and responsibilities Fontys: what actions / cooperation do you expect from Fontys with regard to the realization of the solution offered.
- What risks do you see and how do you intend to manage them?
- How can the Tenderer relieve Fontys of the migration of data from the current solution Sparx Systems - Enterprise Architect to the new solution

The Tenderer's answer will be assessed as a whole on the following aspects: completeness, practical applicability and the extent to which the Tenderer relieves Fontys. The maximum score for this sub-award criterion is 10 points. The Tenderer must submit Annex E with the plan of action (maximum 4 pages A4).

9.5. Final score

The addition of the points obtained on the (sub)award criteria provides the final total of the Tender.

In the case of a tie the number of points assigned to the Award criterion quality is decisive. If this rule is inconclusive, a draw will be made between the Tenderers with a tie, in which representatives of the interested parties may be present.

On the basis of all available information, the assessment committee reaches an overall assessment and a choice. This is the Tenderer who meets all requirements and has obtained the highest final total in points.

9.5.1. Verification

The Tenderer with the most points will be invited for an interview about the submitted Tender and a verification of data. In preparation, the Contracting Authority will determine the elements on which points the information supplied by the Tenderer must be verified, or which documents or further information must be submitted by the Tenderer.

If it appears that what the Tenderer has stated or offered is incorrect, the Contracting Authority has the right to exclude the Tenderer from participating or, if the Agreement has already been concluded, to

dissolve the Agreement with immediate effect. If a Tenderer is excluded, the assessment of the other Tenderers will be recalculated.

The Contracting Authority then has the option to continue the process with the Tenderer who ended as 2nd, 3th, etc. The relevant Tenderer is then liable for damages. All costs incurrent to come to a new Agreement will be recoverd, without prejudice to other rights. By subscribing to this Procurement procedure, you explicitly agree to this as Tenderer.

10. Attachments

Background information for the Tenderer	
Annex 1	Draft Agreement
Annex 2	Fontys Internal Rules of Conduct (Code of Conduct)
Annex 3	General Purchasing Terms and Conditions
Annex 4	Draft waiting room agreement
Annex 5	Draft Supplier Score Card
Annex 6	Manual assessment of criterion Functionality

Complete and add in TenderNed to Tender	
Annex A	European Single Procurement Document (ESPD)
Annex B	Reference statement
Annex C	Price sheet
Annex D	Answer to sub-award criterion 1 Functional (free format)
Annex E	Answer to sub-award criterion 2 Implementation (free format)