



Annex 3c
Schedule of Requirements and
Sub-Award Criteria
Lot 3: Healthy and attractive
environment

Subject : **Framework Agreement advisory and specific expertise Aviation 2**

Procedure : **Public European Tender Procedure**

TenderNed reference : **331485**



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1.1 Schedule of Requirements

This section describes the Requirements. All Requirements mentioned in this section are knock-out criteria. If you are not in agreement or only partially in agreement with one or more Requirements from this section, the Tender will be invalid and will no longer be included in the assessment. As a consequence, you are not eligible for awarding of the contract. In Annex 1 Compulsory Forms for Completion, *Conformity declaration*, you must indicate that you agree with the requirements set.

Number	Description of Requested Service
GD-1	If the Contractor issues a contract on behalf of the Client, the Contractor will comply with and act fully in accordance with current legislation and regulations.
GD-2	The Client reserves the right, in incidental cases, such as possible conflicts of interest, given the policy-specific character (Contracts that have a specifically political/administrative sensitive focus, may be invited outside the Framework Agreement) of the contract and/or in the case of strictly confidential or secret contracts, to deviate from this procedure.
GD-3	The Tenderer declares that it has access to a full national service area (the whole of the Netherlands /optionally also the Caribbean area).
GD-4	Contracts implemented in the Caribbean area are optionally part of the Framework Agreement. The Client defines the term optional as: By way of exception.
GD-5	The Tenderer declares that it is able to respond to 'social disasters' (for example a disaster like Covid-19). As a possible consequence, it may be necessary to (physically and technically) work elsewhere than at the Client's location.
GD-6	<p>The Client will apply the (latest version of the) <i>Separation of Interests Memorandum</i>¹ if it is noted that there may be an (appearance of) conflict of interest in the event of a future invitation.</p> <p>The grounds for further assessment according to this memorandum may be provided by a contracted party or the Client.</p> <p>If it subsequently emerges that a supplier must be excluded from further invitation, that supplier will be duly informed, in writing.</p> <p>If a supplier suspects a possible conflict of interest if a specific contract party were to complete for a contract, the supplier must make this known to the Client as quickly as possible but at the latest before submitting a further proposal so that the Client can institute an investigation in good time.</p>
GD-7	Counter contracts (in competition) may be laid out within each lot. A counter contract regards the testing of the work undertaken by another party. The party that has undertaken the work will be excluded from further invitation to the counter contract.

Number	Description of legal requirements
J-1	All data submitted by the Tenderer have been truthfully completed and can be confirmed by the Tenderer. The Client reserves the right to compensation and/or dissolution of the agreement in the event of incorrect and/or incomplete information and/or inability to comply with the offer made by the Tenderer.

¹[Separation of interest | Rijkswaterstaat](#)



Number	Description of legal requirements
J-2	The Tenderer agrees unconditionally to the provisions in the Descriptive document with all accompanying annexes and the draft Framework Agreement that is exclusively subject to the General Government Terms and Conditions for Public Service Contracts (ARVODI) 2018.
J-3	The Tenderer agrees fully with the draft Framework Agreement, whether or not altered as a consequence of responses from the Contracting Authority pursuant to any Information Memoranda, as enclosed.
J-4	The Tenderer guarantees that in the case of deployment of candidates/performance of the services of the Contractor, there will be no conflict of interest in the implementation of further contracts. The Contractor has an obligation to notify in respect of any possible conflict of interest.
J-5	The Tenderer declares that the Tender was signed by the person(s) legally authorised to represent the Tenderer's organisation for this Tender Procedure and who is authorised/mandated to do so.
J-6	Also in the framework of the GDPR, the Tenderer declares that it agrees that the contact details (at least consisting of name, telephone numbers and email addresses) of the contacts to be appointed by the Tenderer will be shared with the Client for this tender procedure. The Tenderer hereby indicates that it has no objection to the inclusion of these contact details in the Framework Agreement Manual, which is accessible to Participants and the other Framework Contractors.

Number	Description of requirements Human Resources Management
PO-1	In addition to article 13 ARVODI: The Tenderer declares that any of the Contractor's candidates deployed will deal with all confidential and sensitive information of both a commercial and public nature, in confidence. This also includes information collections established through the aggregation and combination of in principle public information, and which must be considered sensitive.
PO-2	The Tenderer declares that from the start of the service provision and throughout the entire term of present Framework Agreement, it is able to supply full and competent staffing. The Contractor will deploy the employees offered in the Further Proposal, for the implementation of the Further Agreement.
PO-3	If the Client is of the opinion that an advisor does not (or not any longer) satisfy the qualifications set, or is not willing or able to correctly perform the Services, depending on the nature of the house rules or in the event of repeated violation of the house rules of the Client, or if the trust of the Client is breached in any other way, following evaluation of the Services, the Client is entitled to demand that the Contractor replaces the advisor at the first request of the Client.
PO-4	The Tenderer declares that in the event of replacement of deployed candidate(s), the Contractor will be responsible for the transfer of knowledge between the departing and newly deployed candidate(s) regarding the procedures, working methods, etc. No costs may be charged to the Client for these services.
PO-5	The Tenderer declares that candidates deployed for the implementation of the contract have relevant knowledge and experience of legislation and regulations.
PO-6	The Tenderer declares that on request, prior to the deployment of candidates, it will submit to the Client a Certificate of Conduct (VOG) for the candidates.
PO-7	The Tenderer declares, on request, prior to the deployment of candidates that it will submit to the Client an integrity statement signed individually by the candidate(s) to be deployed. The format appears in Annex 8 Model Integrity Statement Central Government for external parties and in Annex 9 Integrity Code of Conduct Central Government.
PO-8	All further invitations will in principle be issued in the Dutch language. The Tenderer declares that the candidates of the Contractor to be deployed have a command of written and spoken Dutch. This requirement does not apply to contracts in respect of which it has been decided in advance that the working language will be English.



PO-9	The Tenderer declares that it understands that upon entering locations of the Client, the deployed candidates of the Contractor must be able to identify themselves with a valid ID document.
PO-10	(Candidates of) the Contractor must comply with the Client's access policy.
PO-11	The Tenderer declares that it agrees that it is the task of the Contractor and the deployed candidates of the Contractor to take note of and to comply with the house rules and rules of conduct applicable within the locations of the Client.
PO-12	For the deployment of candidates of the Contractor, the Tenderer will provide all legally required documents and registrations, and whenever necessary, will provide these documents and registrations to the Client, unrequested.

Number	Description of requirements Communication and Reporting
CR-1	The Client considers it essential that a good communication structure be established with regard to the implementation of the Framework Agreement. The Tenderer will appoint a single contact for the present tender procedure. This contact is authorised to enter into agreements that are legally valid for all enterprises or combinations participating in and forming part of the Tenderer.
CR-2	In the event of a change of contact, this will be communicated to the Client at least two weeks in advance. The Contractor will inform the Client as quickly as possible in the event of the succession/replacement of the dedicated contact.
CR-3	As required by the Client and/or Contractor, an evaluation meeting will take place between the contact(s) appointed by the Client and the contact of the Contractor.

Number	Description of requirements Process Application
PA-1	The Contractor agrees that the minimum period of validity of the proposal in the case of a Further Request for Proposal will be 30 calendar days.
PA-2	The Tenderer agrees that for contracts above a total estimated value of €50,000 (excluding VAT), the invitation will run via a mini competition and that for Further contracts with a value lower than €50,000 (excluding VAT) one of the Contractors under the Framework Agreement <u>may</u> be invited directly. For these contracts there is no possible extension option if the contract value including the extension amounts to more than €50,000 (excluding VAT)
PA-3	The Contractor agrees that within ten (10) working days following receipt of a Further Request for Proposal, whereby the submission of CVs is requested as a Sub-Award Criterion, it will issue a further proposal. If a further proposal is not issued in time, the proposal will not be included in the assessment, and will be considered as 'not offered'.
PA-4	The Contractor agrees with an exclusivity period for the offered candidate(s) of ten (10) working days following the deadline for the submission of tenders in the event of a Further invitation.



Number	Description of requirements Price
Pr-1	The contracts under the Framework Agreements to be entered into will be issued by means of Further agreements. Further Agreements may be entered into on the basis of post-calculation or fixed price.
Pr-2	The Tenderer is required: <ul style="list-style-type: none"> - without additional costs, to sign up to the implementation of Electronic Ordering and Invoicing (EBF) (see also Requirement EF-3). - without additional costs, to cooperate in employing UBL 2.0 as exchange format for digital invoicing (see also Requirement EF-5).
Pr-3	The (hourly) rates (excluding VAT) offered in the Further Proposals are all-in for both normal and urgent requests. The following costs are under all circumstances included: salary costs, employer's costs for risk coverage (including statutory premiums, insurance and employer's contributions), domestic travel and accommodation costs, parking costs, overhead costs (for example accommodation and salary costs for non-productive personnel), the costs for support work, training costs, recruitment and selection costs, replacement of personnel, costs for the use of equipment (both hardware and software) incurred as a consequence of the contract and the profit margin. Foreign travel and accommodation costs will be reimbursed on the basis of current legislation and regulations for Central Government. In the case of a Further Request for Proposal, the Client will indicate whether and how payment will be provided for any required screening. It is <u>not</u> possible to charge on other costs after the event (following the issuing of the Proposal).
Pr-4	Any additional or less work for contracts on the basis of post-calculation will be charged according to the hourly rates mentioned in the Further Agreement.

Number	Description of requirements Social Return
SR-1	<p>Central government wants everyone to be able to participate as far as possible in society. This means that everyone should have a prospect of employment and income. Central government encourages this among others via procurement. Central government wishes to encourage entrepreneurs to deploy people with a distance from the labour market, in the event of tender procedures. This is known as social return on investment (SROI).</p> <p>The services to be purchased are classified as <i>high-quality</i> and <i>knowledge-intensive</i> services. The focus of the SROI activities for this tender procedure is therefore on '<i>the sharing of knowledge and thereby realising SROI impact</i>'. In this framework, the following requirements are imposed on the Contractor:</p> <p>Each year, the supplier will allocate 2.5% of the turnover <u>invoiced</u> by the supplier and paid by IenW as a contribution to SROI. This percentage (as already discounted in the sent invoices) must be allocated to one or more of the following activities:</p> <ol style="list-style-type: none"> a. Offering workplaces for people with an employment handicap or psychosocial problems; b. Offering internship placements; c. Giving readings/workshops or lectures as a contribution to expanding the knowledge of a target group that without the contribution by the Contractor would not have received that knowledge but which could use that knowledge for development on the labour market; d. Contributing to an SROI reserve so that at a later moment, at the latest 1 year following expiry of the Framework Agreement, an initiative will be undertaken; e. Contributing to a third party specialising in the realisation of SROI.



SR-2	Each year (deadline 1 March for the previous year), the supplier must send a report to the account holder, demonstrating: <ul style="list-style-type: none">a. What turnover was invoiced and paid by IenW in the previous year;b. The total amount set aside for SROI;c. The method (and specification) of the spending of that amount.
SR-3	The report must be submitted to the account holder in digital format.
SR-4	A year will run from 1/1 through to 31/12. The first report must therefore cover the period from establishment of the contract through to 31/12/2022. The deadline for that report will be 1/3/2023. The second report will cover the period 1/1/2023 through to 31/12/2023 and the deadline will be 1/3/2024, etc.
SR-5	Non-submission of a report (also if for an amount of €0) will be considered a shortcoming in compliance with the contract, and will be dealt with as such.
SR-6	The specified percentage relates to the percentage of the net amount. This is the final amount of the invoice (including VAT) as sent to the Ministry.
SR-7	The costs to be quoted may consist of (exhaustive list): <ul style="list-style-type: none">a. Hourly rates (preparation and implementation)b. Internship paymentc. Location rentald. Costs for supervisione. Costs for adapting workplacesf. Contributions to third parties or internal SROI reserve.
SR-8	The supplier itself must specify the degree of confidentiality of the report. If no confidentiality is specified, the report will be used for normal operation by the Ministry. Reports will not be shared with other Contractors.



Number	Description of requirements Socially Responsible Procurement
MVI-1	<p>Central government aims to create a more sustainable society also through its procurement activities. This is known as Socially Responsible Procurement (SRP). Depending on the purpose of the service to be purchased, consideration will be given to how SRP can be included in the tender procedure.</p> <p>The services to be purchased are classified as <i>high-quality</i> and <i>knowledge-intensive</i> services. The focus of the SRP activities for this Tender procedure is therefore on 'the sharing of knowledge with a view to contributing to a more sustainable society'. In this framework, the following requirements are imposed on the Contractor:</p> <p>Each year (deadline 1 March for the previous year), the supplier must send a report to the account holder, covering the following subjects:</p> <ul style="list-style-type: none">a. (Notable) developments in the Aviation sector in the field of sustainability (max. 2 pages A4). For completeness, it should be noted that this does not refer to developments within the own organisation.b. A vision from the supplier on section a. for the Aviation sector. This must be a statement on the developments and possible sustainability value of the described development (max. 2 pages A4).c. A vision from the supplier on section a. for its own organisation. This may for example relate to adjustments to the organisation's own operations such as a stronger focus on acquisition in this direction, additional training or research, or specifically awaiting developments that may emerge. It must be clear (in outline) to the Client what effects the developments referred to under a. have on the operations or how the Contractor has handled those developments (max 2 A4 pages). It should be noted that a reaction in the form of 'no development' may suffice.d. Suggestions on the further inclusion of sustainability in the broadest sense of the word in respect of the present service (max. 1 page A4) so that it may be included as part of the further competition requirements.
MVI-2	The report must be submitted to the account holder in digital format.
MVI-3	A year runs from 1/1 through to 31/12. The first report must therefore cover the period from establishment of the contract through to 31/12/2022. The deadline for that report will be 1/3/2023. The second report will cover the period 1/1/2023 through to 31/12/2023 and the deadline will be 1/3/2024, etc.
MVI-4	The supplier itself must specify the degree of confidentiality of the report. If no confidentiality is specified, the report will be used for normal operation by the Ministry. Reports will not be shared with other Contractors.



Number	Description of requirements Electronic Ordering and Invoicing
EF-1	The Tenderer agrees that if the Client is signed up to an automated system for digital support for tender invitation, ordering, delivery, authorisation, invoicing or payment processes, information transfer between the Client and the Contractor will take place exclusively via this system.
EF-2	<p>Following award, from the moment of the first delivery, the Tenderer is required to create or have invoices created exclusively² in electronic format and submitted for processing by electronic means:</p> <ul style="list-style-type: none">• Either via the Supplier Portal of DigiInkoop for invoice processing by all government services related to the procurement agreement (in the case of manual input, the Supplier Portal will convert the invoice to electronic format).• Or, if desired for larger transaction volumes, via a link on Digipoort for invoice processing by all government services affiliated to the procurement agreement.• Or via a PEPPOL service provider. More information is available on the website of the Dutch Peppol authority (NPa): https://peppolautoriteit.nl. <p>For the layout of the electronic invoice, the Tenderer will follow the prescribed format (see https://www.logius.nl/diensten/e-factureren).</p> <p>More general information about e-invoicing and the invoice requirements for IenW is available on the website: https://www.rijksoverheid.nl/ministeries/ministerie-van-infrastructuur-en-waterstaat/e-factureren-bij-het-ministerie-van-infrastructuur-en-waterstaat.</p>
EF-3	The Tenderer is required to sign up to the implementation of Electronic Ordering and Invoicing (EBF) (see also Home Helpdesk e-factureren (helpdesk-efactureren.nl)).
EF-4	The Contractor must have signed up to these systems at the latest by 1-9-2022.
EF-5	With a view to the transition to the global/UN/CEFACT standard, the Tenderer will cooperate in employing UBL 2.0 (NLCIUS) as exchange format for digital invoicing. The Tenderer may also employ a different exchange standard, on condition that it combines with e-invoices within government.

Number	Description of requirements Information security
IB-1	Where no specific security guidelines have been laid out in the contract, the Contractor must at least take measures that comply with the requirements for Basic Security Level 2 of the most recent version of the Government Information Security Baseline (BIO). bio-versie-104zv_def.pdf (bio-overheid.nl)
IB-2	The Contractor must demonstrate that the security requirements are met. This can for example be achieved by presenting an appropriate certificate for information security and cybersecurity. IenW reserves the right to carry out its own audit.
IB-3	The Contractor will also be requested to identify where it sees major risks in the field of information security and cybersecurity, and how it ensures that measures have been or are taken to mitigate those risks. The Contractor will be asked to harmonise these activities with the Client. The Contractor will be asked to repeat this activity each year, during the term of the contract.

² From 1 July 2016, paper and PDF invoices are only permitted in exceptional situations.



1.2 Sub-Award Criteria

This section describes the Sub-Award Criteria (in the form of a case with questions), that must be answered.

You must provide a clear response to each Sub-Award Criterion (case question) whereby in your response you at least take account of the aspects of the requested service as described in the Descriptive document and the Schedule of Requirements and Sub-Award Criteria. A score will be awarded to the answer to each Sub-Award Criterion. The level of that score will depend on the extent to which and/or the way in which the Sub-Award Criterion is met.

Note: When responding to each Sub-Award Criterion, a **maximum number of pages will apply** whereby **font Arial** and **letter size 10 are required**. The text in the image must be legible (without magnification). If you submit more than the specified maximum number of pages, the pages that exceed the maximum will not be assessed. It is permitted to add a title page and/or cover sheet. These are not included in the maximum number of pages. A title page and/or cover sheet must only state the Sub-Award Criterion to which it relates.

SG1 Case question lot 3:

Healthy and attractive environment

Introduction

Eendhuizen airport, a regional airport, comprises a single runway for take-off and landing. Airport traffic is dominated by cargo transport, and the airport is trapped between a number of residential centres, close to the runway. The residents of these centres – unlike residents who live further from the airport – experience nuisance from ground noise, ground-related noise and the emission of harmful substances on the airport complex.

The aim with regard to the public interest of environmental quality is to achieve a healthy and attractive living environment for people and nature. With regard to the situation at Eendhuizen airport, IenW has set itself the target of reducing the negative health impacts (noise nuisance and emissions) from the airport by 20%, specifically also for the residents of the nearby residential centres.

Stakeholders and dilemma

Local residents want fewer emissions and less noise nuisance, as do the surrounding provinces and municipalities. For its part, the airport wishes to reduce as far as possible the impact on the airport's current operational activities.

Case question

To meet its targets, IenW needs to gain an insight into potential (existing and new) policy instruments, including (preventive, repressive and mitigating) measures that could be taken, and wishes to gain an understanding of the effects of those measures. The following questions are relevant:

- What are the obstacles?
- What effects can be identified in relation to the various interests?
- Who are the relevant actors that need to be involved?



Elaboration

You are requested to submit a research plan on not more than **4 pages A4** (supporting picture material is permitted) that meets the requirements of this contract. The aspects on which your elaboration will be assessed appear in the table below.

The proposed approach/elaboration is expected to demonstrate an understanding of the subject matter.

At least the following aspects should be dealt with:

- The policy framework;
- Policy instruments;
- The way in which the effects can be determined and reproduced;
- Possible obstacles.

Research plan Case question lot 3	<p>Your elaboration of the research plan will be assessed on the following aspects:</p> <ul style="list-style-type: none">• The extent to which your elaboration ties in with the case question, deals with the questions in detail and the extent to which a realistic picture is provided of the approach/research plan;• You demonstrate which intermediate and/or finished products you have elaborated within the research plan, in order to implement the described contract;• Your elaboration shows what risks you predict in relation to the project implementation and what mitigating measures you consider appropriate;• Your elaboration clarifies the required expertise. What are the underlying principles you consider essential, based on your expert knowledge, for tackling this substantive, process-specific and administratively complex project;• Your elaboration is backed up with examples (innovative ideas, best practices, experience from reference projects) according to which you demonstrate added value for the Client;• Your elaboration of the layout, expertise, risks and mitigating measures are described as SMART as possible, including explanations of why the various elements are necessary. <p>You should present the above product on a maximum of 4 pages A4. There will also be space for the use of supporting picture material such as tables or (process) diagrams, etc. The text in the image must be legible (without magnification).</p>	Maximum 600 points
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SG2 Unburdening the Client for Hiring candidates

This award criterion is divided into 3 main subject areas with their own underlying questions.

1. Project management

Provide a description of how you undertake project management within your organisation.

Focus on how you as coordinator maintain control over the submission of proposals, during the implementation of the contracts, invoicing and the quality of the proposals.

2. The matching process

For the Client, it is vital that a Framework Contractor is able to provide suitable Candidates on time. Give a description of the matching process in which you answer the following question:

How will you ensure that you are able to deploy qualified Candidates for this contract?

3. Knowledge assurance and knowledge transfer

Give a description of how you will ensure that the deployed candidates make certain that the accrued knowledge is assured for the Client in the implementation of the contract. You should answer the following questions:

- How do you ensure the development and assurance of professional skills within your organisation;
- The transfer of knowledge to the Client following completion of the contracts. How do you contribute to the maintenance of knowledge accrued within the organisation of the Client. Explain in detail how you will achieve this.



<p>SG2 Unburdening the Client for Hiring candidates</p>	<p>Within this Sub-Award Criterion, the following aspects will be assessed:</p> <ol style="list-style-type: none">1. The extent to which you provide a clear answer as to how you implement the coordinating role and how you demonstrate how project management and management methods are applied.2. The extent to which you clarify how a potentially suitable candidate is identified and which screening methods you employ and how you make use of your network in this process;3. The extent to which you clarify how you establish knowledge within your organisation and transfer knowledge to the Client. You explain the way in which you implement this task, during and following completion of the contract;4. The extent to which your answers offer added value to the Client. Your answers show how you unburden the Client in the field of contract management and communication. <p>You should present the above product on a maximum of 2 pages A4, font Arial and letter size 10 in elaborating the (sub) award criterion. The maximum number of pages including any diagrams/illustrations.</p>	<p>Maximum 400 points</p>
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