

Tender document

Public European Tender

**Implementation, Hosting, Maintenance and Support
of Midpoint**

Colophon

Issued by: Fontys Information Services & Technology and Fontys Finance & Procurement
Address: PO box 347, 5600 AH Eindhoven
Date: 13 November 2025

Version: 1.0

Acquisition resulting from this tender is not appreciated.

Content

Definitions	4
1. Introduction	6
1.1. Choice of Tender Procedure	6
1.2. Digital tendering via TenderNed	6
1.3. Contact during the Tender Procedure	6
1.4. Timetable	6
2. The Contracting Authority	8
2.1. Fontys University of Applied Sciences	8
2.2. Fontys Information & Technology	8
2.3. Our social mission	8
3. The assignment	9
3.1. Description of the assignment	9
3.1.1. Background	9
3.1.2. Scope of the assignment	9
3.1.3. Transition strategy	11
3.1.3.1. Current situation (IST)	11
3.1.3.2. Desired situation after phase 1 (technical roll-out)	12
3.1.3.3. Desired situation after phase 2 (business roll-out)	12
3.1.4. Milestones	13
3.1.5. Demarcation implementation	14
3.1.6. Interfaces	14
3.1.7. Data migration	14
3.1.8. Management information	15
3.1.9. Hosting (included ICT Management), Maintenance, Support and Development	15
3.1.10. Training	16
3.1.11. Size of users	16
To give an impression of the current size of Fontys, the following information is provided:	16
3.1.12. CPV-coding	16
3.1.13. Related services	16
3.2. Merging and lots	17
3.3. Agreement	17
3.4. Processing agreement	17
3.5. Standby agreement	17
3.6. Contract management	17
4. Selection and award	18
4.1. Steps involved in selection and award	18
4.1.1. Form, structure and timeliness	18
4.1.2. Grounds for Exclusion and Suitability Requirements	18
4.1.3. Schedule of (minimum) Requirements	18
4.1.4. Award criteria	18
4.1.5. Intention to award and final award	18
4.2. Evaluation committee	18
5. Procedural aspects and regulations	19
5.1. General rules and regulations for the tender	19
5.1.1. Legislative framework	19
5.1.2. No award	19
5.1.3. Financial compensation	19
5.1.4. Use of brand names or types	19
5.1.5. Language	19
5.1.6. Transfer of information provided	19
5.2. Regulations for submitting questions	19
5.2.1. Inconsistencies and irregularities	19
5.2.2. Questions and suggestions	19
5.2.3. Complaints	20

5.3.	Rules and regulations for submitting a Tender.....	20
5.3.1.	General regulations.....	20
5.3.2.	Tax obligations, environmental protection and working conditions	21
5.3.3.	Validity of Bids	21
5.3.4.	Number of Bids	21
5.4.	Opening of the bidding period	21
5.5.	Clarification and verification of the Bid	22
5.6.	Award decision and legal protection	22
6.	Quality of the Bidder	23
6.1.	Bidding as a Combination.....	23
6.2.	Demands placed on the capacity and/or capability of Third Parties	23
6.3.	Subcontracting.....	24
7.	Ground for Exclusion and Suitability Requirements	25
7.1.	Grounds for Exclusion	25
7.1.1.	European Single Procurement Document	25
7.2.	Suitability Requirements.....	25
7.2.1.	Requirements with regard to financial and economic standing	26
7.2.2.	Requirements for Professional Competence and Technical Capacity	26
7.2.3.	Information security	27
7.2.4.	Requirements concerning professional qualifications	27
8.	Schedule of requirements.....	28
8.1.	Architecture.....	28
8.2.	Information security	29
8.3.	Privacy	30
8.4.	User interface	30
8.5.	Identity management	31
8.6.	Authorization management.....	33
8.7.	Governance	35
8.8.	Remainder	35
9.	Award criteria.....	37
9.1.	Award methodology	37
9.2.	Price.....	37
9.3.	Quality.....	39
9.3.1.	Evaluation procedure.....	39
9.3.2.	Weighting of sub-award criteria.....	39
9.3.3.	Sub-award Criterion 1 Implementation plan (phase 1).....	40
9.3.4.	Sub-award Criterion 2 Service Delivery Model	41
9.3.5.	Sub-award Criterion 3 Service Level Agreement (SLA).....	42
9.4.	Final score	43
9.4.1.	Verification	43
10.	Appendices.....	44

Definitions

This Tender Document makes use of the following terms, which are written with a capital letter. The terms defined below may be used in both singular and plural form.

Account:	Something that identifies a user (such as a username), possibly secured with something the user knows (such as a password), and which, in combination with certain permissions, grants the user access to information or resources.
Agreement:	The written commitment for consideration between the Client and the Contractor, as set out in Appendix 1.
API:	Application Programming Interface (API), a method that allows two or more computer programs to communicate with each other. It is a type of software interface that provides a service to other pieces of software.
Attributes:	A single or composite information element that is part of an Identity.
Authorization:	The granting of permission (an entitlement) to an authenticated party to access a particular service or to perform a specific action.
Award criterion:	The criterion applicable in determining best price-quality ratio (BPQR), lowest cost based on cost-effectiveness or lowest price (LP).
Bid:	An offer validly submitted by a Bidder in response to the Tender Document provided by the Contracting Authority.
Bidder:	The legal entity participating in the tender, either independently or in a Combination.
Source system employees:	A system or application of Fontys in which all employees are registered with their contractual start and end dates and other attributes (including position, location, manager, etc.).
Source system students:	A system or application of Fontys in which all students are registered with their start and end dates and other attributes (including study program, etc.).
Client:	The Contracting Authority that awarded the contract.
Combination:	Two or more companies jointly submitting a Bid (tender offer).
Concern:	Economic association of legally independent companies under common central management, with joint results reflected in the balance sheet for the concern.
Contracting Authority:	Stichting Fontys (Fontys Foundation), having its registered office in Eindhoven.
Contractor:	The Bidder to whom the Agreement has been awarded.
Coordinator:	The legal entity that is in charge of a Combination and may act as a responsible agent towards the Contracting Authority.
E&R:	Fontys Education & Research Department.
ESPD:	Abbreviation for: European Single Procurement Document. A declaration as referred to in Article 2.84 of the Public Procurement Act 2012.
Exclusion:	Rejection of a Bid on the grounds of a knock-out criterion or failure to meet any other requirement to which this sanction applies.
FIP:	Fontys Integration Platform
Grounds for Exclusion:	The grounds relating to the personal situation of the Bidder as stated in the Public Procurement Act 2012, to be used as a basis for Exclusion of the Bid.
IAM:	Identity and Access Management (IAM). Broadly defined as the management ensuring that the right "identities" (primarily referring to persons or computers) gain access to the right facilities, for the right reasons, and at the right time
Identity:	The collection of attributes assigned to a natural person. An identity is created in the IGA solution based on data from the source system, or it is directly registered in the IGA solution.
IGA:	The system for the automated creation, management, and certification of user accounts, roles, and access rights, namely <i>Midpoint</i> .

Information Memorandum:	Memorandum containing the answers to questions asked by (potential) Bidders, during the tendering period, as well as clarifications issued by the Contracting Authority of its own accord.
MIM:	Microsoft Identity Manager software product of Microsoft.
Public Procurement Act 2012:	Legislation adopted on 1 November 2012, containing new rules on procurement, text in force from 2 March 2022, cited as the Public Procurement Act 2012.
Schedule of Requirements:	The specifications with which the performance to be delivered (service and/or supply and/or work) must comply at the time of delivery or acceptance.
Subcontractor:	An entrepreneur to whom part of the execution of an assignment has been or will be given by the Contractor.
Suitability requirement:	The requirement that concerns the suitability of the Bidder being a requirement in terms of their financial and economic standing, professional and/or technical capability.
Target system:	Systems or applications of Fontys for which the applicable accounts and authorizations are registered in the IGA solution, based, among other things, on Identity.
Tender Document:	The Invitation to Tender, including the appendices, drawn up by the Contracting Authority for the purpose of the Tender Procedure, which contains all information and conditions as well as the requirements and Award Criteria for the Tender to win — and eventually perform — a public contract.
Tender Procedure:	The process consisting of a number of formal steps to arrive at the award of the Agreement to the Bidder with the best price-quality ratio (BPQR), lowest cost based on cost-effectiveness or lowest price (LP).
Third party:	The legal entity that the Bidder relies on for the purposes of the Tender (in terms of financial and economic standing, professional and/or technical capability) or wishes to use in the performance of the Contract.
Working days:	Calendar days excluding weekends and public holidays generally recognized in the Netherlands within the meaning of the General Terms Act.

1. Introduction

The present Tender Document contains all information about the Public European Tender for the implementation, hosting, maintenance and support of Midpoint.

All businesses that meet the minimum requirements are invited to submit a Bid. This can be done independently or in a Combination formation and potentially by using Third Parties.

The Tender Procedure must result in the award of the Agreement to the Bidder who has submitted the Offer with the best price-quality ratio (BPQR).

1.1. Choice of Tender Procedure

The Public Procurement Act 2012 applies to this tender. As the European threshold amount is expected to be exceeded, and no statutory exceptions apply, a European tender must be conducted. The decision was made to put this Agreement out to European tender through the so-called Public European Tender Procedure. This choice is based primarily on the number of expected Bidders.

1.2. Digital tendering via TenderNed

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

The entire tender will be conducted digitally via TenderNed. This means that potential Bidders can download the necessary documents (including the Tender Document) via the website. Publication of the Information Memo(s) and the announcement of the awarded Agreement will take place on TenderNed as well. Please note that it is advisable to set up notifications on TenderNed (green button) so that you will automatically receive a notification when new documents have been published. To ask questions and submit a Bid, you must first create an account on TenderNed and be able to use E-recognition.

For more information on how TenderNed works, see:

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

1.3. Contact during the Tender Procedure

All correspondence in connection with this tender will take place via TenderNed. If this is not possible for technical reasons, please contact inkoop@fontys.nl. Bidders themselves are responsible for verifying whether their email messages have been received (on time) by the Contracting Authority.

The contact person for this tender is:

Name:	Miriam Hoefmans
Phone number:	088-508-2704
Email address:	inkoop@fontys.nl

Under penalty of Exclusion, it is not permitted to contact the Contracting Authority in the context of this tender in any way, in order to obtain any information whatsoever, other than via the stated contact person or individual acting in their stead.

1.4. Timetable

At several points during a Tender Procedure, potential Bidders must carry out certain timely actions. The Contracting Authority strives to adhere to the following schedule. Contracting Authority is entitled to adjust this timeline in the interim. If the schedule below differs from the schedule in TenderNed, TenderNed will always prevail.

Activity	Date	Time (C.E.T.)
----------	------	---------------

Tender publication date	13 November 2025	
1 st Deadline to report inconsistencies in Tender Document and closing date for written questions	8 December 2025	10:00
1 st Deadline for replying to questions by means of Information Memorandum	15 December 2025	
2 nd Deadline to report inconsistencies in Tender Document and closing date for written questions	6 January 2026	10:00
2 nd Deadline for replying to questions by means of Information Memorandum	13 Januari 2026	
Deadline for submission of Bids	26 Januari 2026	10:00
Opening of 'safe'	26 Januari 2026	
Evaluation of Bids	26 Januari 2026 – 16 February 2026	
Presentation sub-award criterion 1 Implementation plan and sub-award criterion 2 Service delivery model (via MS teams) <i>The scheduled presentation times (via MS teams) will be announced as soon as possible after the deadline for submitting Bids. Bidder must ensure availability between 09:00 and 17:00 CET on all listed days.</i>	2 February 2026 3 February 2026 5 February 2026	
Target date for intention to award	16 February 2026	
Target date for final award	9 March 2026	
Effective date of Agreement + start of implementation	Date of final award	

2. The Contracting Authority

2.1. Fontys University of Applied Sciences

Fontys University of Applied Sciences, hereafter Fontys, is one of the largest higher education institutions in the Netherlands, with approximately 40,000 students and 5,500 staff members. Fontys comprises various institutes offering Bachelor's degree programs in full-time, part-time, dual and work-based learning formats, as well as Master's programs and Associate degrees. Fontys also provides various courses and training programs. Beyond education, Fontys focuses on research, knowledge innovation and contract activities — particularly through its research groups (lectorates). The degree programs are spread across a number of locations in the Netherlands, mainly concentrated in the south of the country (e.g., Eindhoven, Tilburg and Venlo).

Fontys operates as a foundation. The Executive Board comprises the competent authority and functions as a unit responsible for results under the Supervisory Board. The core tasks of the institutes are teaching and research, each in its own market segment. Like the contract activities carried out by the institutes, research is aimed at strengthening teaching and knowledge valorization. Seven service departments provide central support within Fontys: HR & Organization, Student Facilities, Finance & Procurement, Marketing, Communication & PR, Education & Research, Information & Technology and Property & Facilities.

For more information about Fontys, please visit our website: <https://www.fontys.nl/>.

2.2. Fontys Information & Technology

Fontys Information & Technology (Fontys I&T) provides all services within Fontys University of Applied Sciences in the areas of networks, software applications, telecommunication services, websites, data storage, e-mail, workplace automation, and audiovisual resources.

The formation and management of contracts related to this tender are the responsibility of Fontys I&T, team Collaboration Services and Identity Access Management (CSIAM).

2.3. Our social mission

'Development' is incontrovertibly a core concept within Fontys. Young people develop their talents as students in our programs, where we develop relevant practical knowledge. Working professionals can pursue life-long learning and development at Fontys alongside their jobs. For our part, we respond flexibly to radical social developments, and — last but not least — we develop ourselves by sharing knowledge and skills within our community. Only in this way can our students, professionals and graduates continue to make a meaningful contribution to society.

We operate at the heart of society. In so-called hybrid learning and research environments, students, lecturers, researchers and the professional field work together across borders — and as a result, both teaching and research and learning and working become increasingly intertwined. Our main 'social value' is therefore the development of talent and knowledge.

Fontys is a multidisciplinary university of applied sciences in the south of the Netherlands. Together with and for the professional field, both national and regional, we provide high-quality higher professional education and conduct innovative practice-based research. In this way, we contribute to the vigorous development of a vital, inclusive and sustainable society. See also: [Fontys for society](#)

3. The assignment

3.1. Description of the assignment

3.1.1. Background

Identity & Access Management (IAM) aims to ensure that the right identities (natural persons and computers) are granted access to objects (e.g. applications, data) in the IT facilities at the right time for the right reasons.

The current solution does not (or no longer) meet our functional needs and is starting to reach the end of life. At the same time, Fontys has the ambition to improve the current identity and authorization processes. To this end, it has formulated the following objectives:

- Improving user-friendliness by using self-service, delegated management with central control.
- Improve timeliness, accuracy, and completeness of identity and authorization management.
- Demonstrably improved privacy and security, with more auditing capabilities.
- Clearer and easier to implement compliance with laws and regulations.
- Greater manageability, standardization and maintenance system.

Within the Fontys Enterprise Architecture (FEA), IAM consists of the following main building blocks based on NORA IAM:

- Identity management
- Authentication Means Management
- Authorization management
- Access

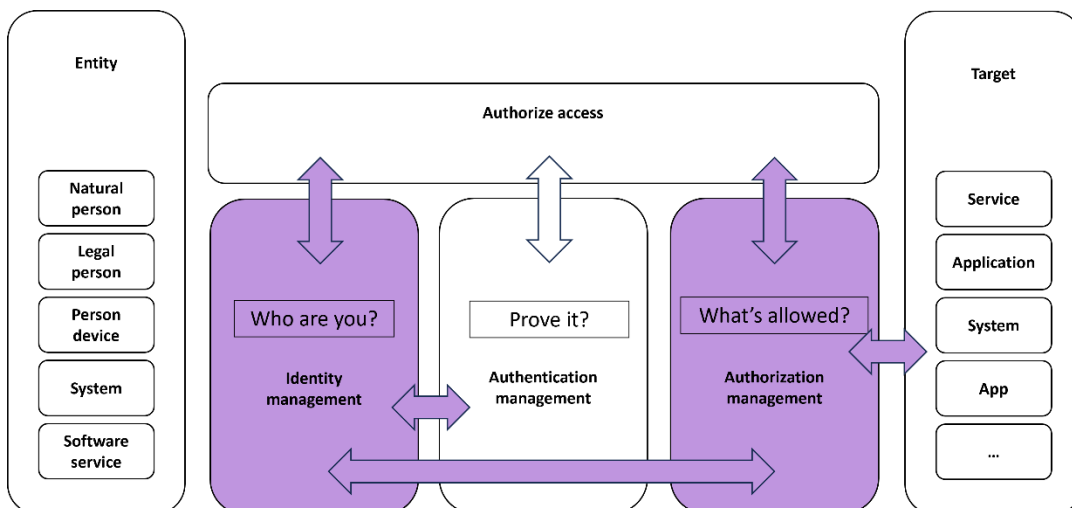


Figure 01: FEA IAM buildings blocks

This tender focuses on identity and authorization management, also known as Identity Governance and Administration (IGA).

Fontys has decided to implement the required IGA solution utilizing Evolveum's open-source Midpoint platform.

3.1.2. Scope of the assignment

The Contractor is responsible for the Implementation, Hosting, Maintenance, Support and Training in relation to the Midpoint Solution. This includes:

- Implementation. This covers a set of activities and measures, including installation, parametrization, configuration of the Midpoint solution, integration with in-scope source and target systems (phase 1 and optionally phase 2 (section 3.1.3.3)), data conversion and migration. See Appendix 1_Draft Agreement, article 1.21.
- Hosting. This includes technical and application management of the Midpoint solution, ensuring continuous operation on the Contractor's ICT infrastructure and premises, under the Contractor's responsibility, including interfaces. See Appendix 1_Draft Agreement, article 1.18.
- Maintenance. This covers Adaptive Maintenance, Corrective Maintenance, Preventive Maintenance

and Upgrade Maintenance of the Midpoint solution, including underlying ICT infrastructure as described in the Tender Documents. It also includes implementing new Midpoint releases, patches, and improvements provided via the Midpoint's open source community on [Evolveum · GitHub](#). Maintenance of the Midpoint core software is out of scope since this is performed by Evolveum. See Appendix 1_Draft Agreement, article 1.25.

- Support. This includes receiving, managing and resolving Defects, malfunctions, Incidents and inquiries from the Client via an helpdesk. The service levels apply to the entire Midpoint solution offered, including the underlying hosting infrastructure, Midpoint core software, and Interfaces for various source and target systems. See Appendix 1_Draft Agreement, article 1.33.
- Training. This covers delivering training during the implementation phase of the Midpoint solution. See paragraph 3.1.10 of this Tender document.

In addition, the client requests consultancy support regarding the further Development during the Agreement term. This includes, among other things, new customizations or additional interfaces requested by the Client, outside of the standard Midpoint releases.

The implemented Midpoint solution will provide the following key functionalities:

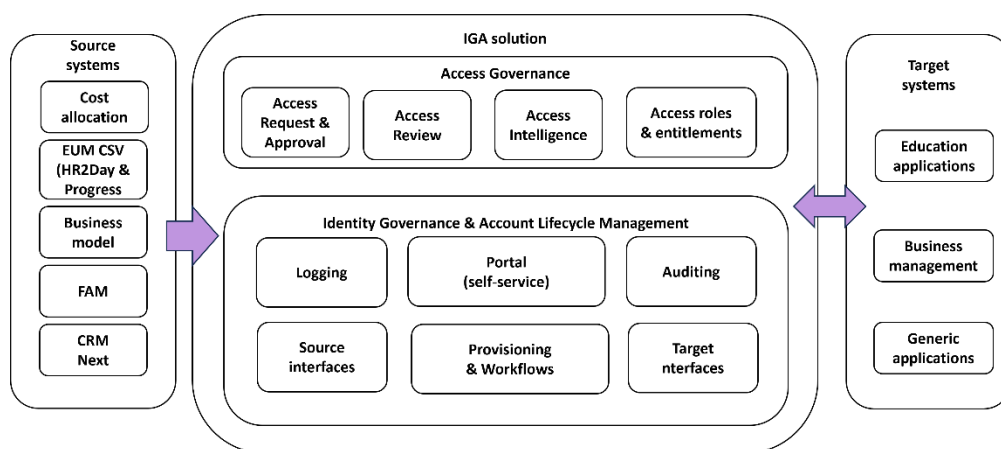


Figure 02: IGA capabilities

The IGA capabilities consist of two main parts:

1. Identity and Account Lifecycle Management This basic capability includes the following components:

- **IGA Portal:** Self-service and management capabilities for the Midpoint solution, accessible to end users, delegated administrators, and central administrators, respectively.
- **Provisioning and workflows:** Automated identity and account management processes for inflow, through, and outflow scenarios, providing accounts with birthrights in conjunction with organizational roles for target systems. These processes are based on information from source systems and any input from target system owners.
- **Source System Interface:** Integration capabilities for linking source systems to the Midpoint solution, conforming to the architectural principle of REST-API interfaces in combination with SCIM or similar API-based interfaces.
- **Target system interface:** Integration facilities for linking target systems to the Midpoint solution, in accordance with the architectural principle of REST-API interfaces, possibly combined with other API-based interfaces.
- **Logging:** Recording and audit trail of registrations and mutations concerning identities and authorizations.
- **Auditing:** Checking and reviewing functionalities for existing authorizations.

2. Access Governance This capability is an extension of Identity and Account Lifecycle Management and includes:

- **Access Request and Approval:** Request functionality that allows users and/or administrators to request access to target systems based on organizational roles. Authorized officials can approve or reject applications.
- **Access Review:** Functionality that allows authorized officials to consult and review existing access rights.

- **Access Intelligence:** Analytics functionality where the Midpoint solution examines the existing authorization situation and generates advisory suggestions for administrators, including the role model for organizational and system roles.
- **Roles and Entitlement Management:** Entitlement management based on organizational roles, where predefined entitlements are automatically assigned. Throughout the lifecycle of an identity, multiple roles can be assigned or revoked.

The implemented Midpoint solution must meet the functional requirements as specified in Chapter 8 (Schedule of Requirements).

Detailed information regarding the Agreement is included in this Tender document and its annexes. The Agreement, which is attached as Appendix 1, contains the administrative conditions, implementation conditions and preconditions for the implementation of the Agreement.

3.1.3. Transition strategy

Fontys proposes a transition strategy to get from the current IST situation to the desired SOLL situation in 2 phases.

- Phase 1 concerns the technical roll-out of the Midpoint solution;
- Phase 2 concerns the business roll-out within the Fontys organizational units and institutes.

The current situation is discussed below, followed by the desired situation after phase 1 (technical roll-out), the desired situation after phase 2 (business roll-out) and finally the milestones.

3.1.3.1. Current situation (IST)

The current situation consists of a Microsoft Identity Manager (MIM) solution with customization for identity, account, and associated entitlement provisioning to target systems.

- Provisioning from source systems of employee and student takes place via an MSSQL DB with business logic with CSV file export to MIM.
- Provisioning from MIM to business operations and education applications takes place via an MSSQL DB of CRM Next and FIP respectively. Where the integration platform (FIP) reads data and sends it to the intended business or education application.
- The generic systems such as MS AD and MS Exchange are directly linked to MIM via ADMA, and MSSQL DB via an SQLMA.

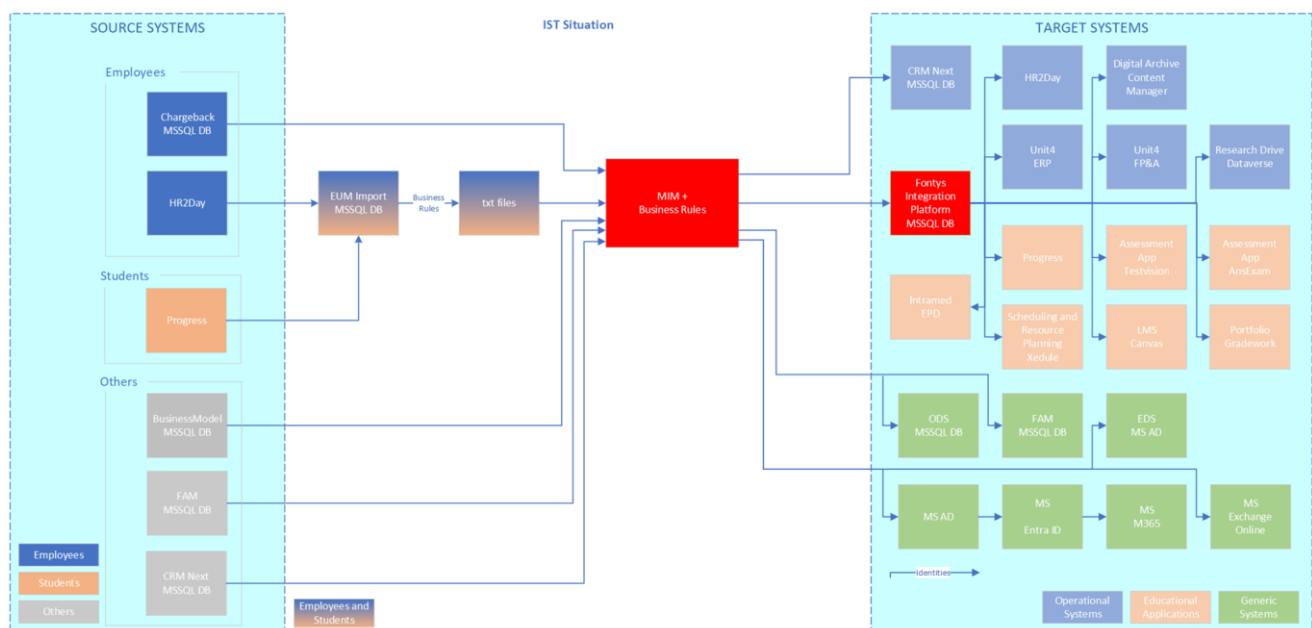


Figure: IAM IST situation

More information about the ICT landscape of Fontys is included in Appendix 3: Current ICT landscape.

3.1.3.2. Desired situation after phase 1 (technical roll-out)

The desired technical end result of the 1st phase is the replacement of MIM including custom AS-IS technical realization with Midpoint solution.

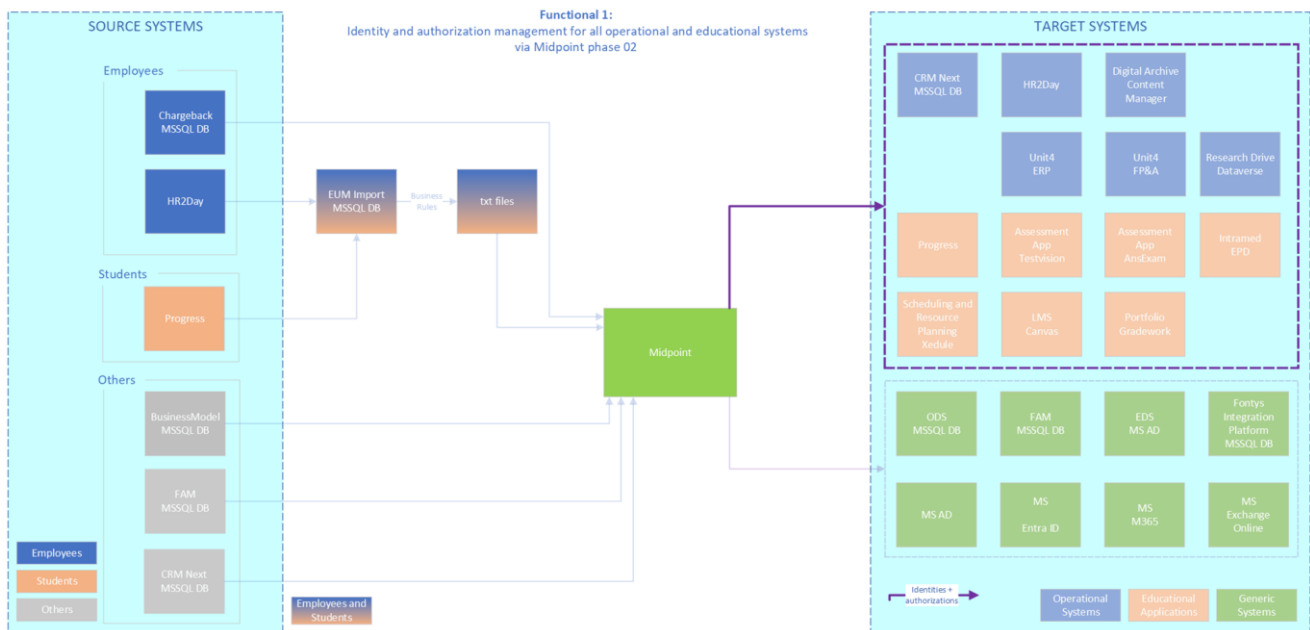


Figure: IAM SOLL situation after phase 1 (technical roll-out)

The technical roll-out is completed in five steps. Appendix 4 (explanation of the transition strategy) describes how phase 01 technical AS-IS replacement is viewed.

As shown in the figure above, the following types of interfaces are in scope of phase 1 technical rollout:

Source Systems – Midpoint Solution:

1. MSSQL interface for "Chargeback"
2. CSV interface for "HR2Day (employee)"
3. CSV interface for "Progress (student)"
4. MSSQL interface for "Business Model"
5. MSSQL interface for "FAM (Functional Account module)"
6. MSSQL interface for "CRM Next"

Target Systems – Midpoint Solution:

7. MSSQL interface for "ODS MSSQL database"
8. MSSQL interface for "FAM MSSQL database"
9. MS-Active Directory interface for "EDS MS AD"
10. MS Active Directory interface for "MS AD"
11. MS-Exchange interface for "MS Exchange Online"
12. MSSQL interface for "FIP MSSQL database"
13. MSSQL interface for "CRM Next database"

In summary, there are four methods that we take into scope for phase 1 (technical rollout): SQL, Active Directory, CSV and Exchange.

During the technical roll-out phase, the unconverted functionality of the current situation must remain operational. The existing business logic of FIP and CSV import does not change during the technical roll-out phase.

3.1.3.3. Desired situation after phase 2 (business roll-out)

In the desired SOLL situation after phase 2 (business rollout), the Midpoint solution will be central to the application landscape, with all synchronization and (de-)provisioning taking place via the Midpoint solution for the source and target systems.

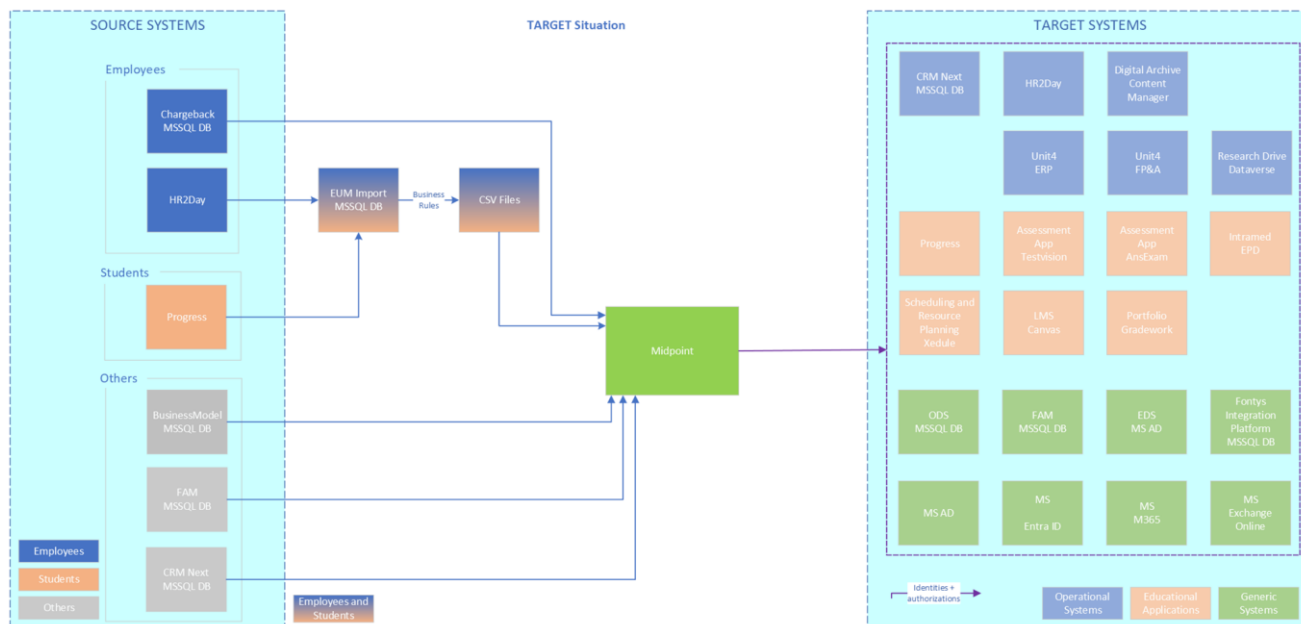


Figure: IAM SOLL situation after phase 2 (business roll-out)

After the realization of phase 1 (technical roll-out), the technical foundation was laid to start the implementation of phase 2 (business roll-out) to the target systems Business Operations and Educational Applications in a controlled manner.

Halfway through phase 1 (technical roll-out), coordination takes place between the owners of the various intended target systems, Fontys I&T and the Contractor about the order (prioritization) of the target systems to be connected.

The following types of interfaces are in the scope of phase 2 (business rollout):

1. CSV interface for "HR2Day"
2. SQL interface for "Digital Archive – Content Manager"
3. REST API interface REST for "UNIT4 ERP"
4. CSV interface for "UNIT4 FP&A"
5. CSV interface for "Progress"
6. REST API interface for "Test application Testvision"
7. REST API interface for "AnsExam test application"
8. REST API interface for "Intramed EPD"
9. REST API interface for "Research Drive Dataverse"
10. REST API interface for "Xedule Scheduling and Deployment Planning"
11. REST API interface for "Canvas LMS"
12. REST API interface for "Gradework Portfolio"

For phase 2 (business roll-out), the price sheet asks for the costs for the realization of the necessary interfaces with the target systems (as is). However, Fontys reserves the right to realize one or more of these interfaces (phase 2) itself.

With regard to the interfaces with target systems that are not requested in the price sheet, Fontys may commission the Contractor to realize these. However, Fontys may also decide to realize these interfaces itself or have them carried out by a third party.

3.1.4. Milestones

No later than nine months after the final award, the Ready-to-Use Delivery Phase 1 (technical roll-out) must be realized, so that the Midpoint solution including Interfaces can actually be put into use on this date (GO Live Phase 1). For the scope of Phase 1, please refer to section 3.1.4.2. After the intention to award the Agreement, the maximum period of nine months for Phase 1 can be shortened by mutual agreement.

No later than twelve months after GO Live Phase 1, the Ready-to-Use Delivery Phase 2 (business roll-out) must be realized (GO Live Phase 2). For the scope of Phase 2, please refer to paragraph 3.1.4.3. During Phase 1, the maximum period of twelve months for Phase 2 can be shortened by mutual agreement.

3.1.5. Demarcation implementation

With regard to the implementation, the Contractor is expected to be responsible for drawing up the implementation plan (see also draft Agreement and chapter 9), designing and realizing the system design of the Midpoint solution, including migration of existing functionality for the interfaces that fall within the scope. This is done in close cooperation with the representation of Fontys. The division of roles is roughly as follows:

No	Subject	Main responsible	Contribution
1	Implementation plan	Contractor	Fontys
2	Functional design	Fontys	Contractor
3	Technical design	Contractor	Fontys
4	Realization of interfaces	Contractor	Fontys
5	Chain integration test	Contractor	Fontys
6	User acceptance test	Fontys	Contractor
7	Data migration	Contractor	Fontys
8	Training	Contractor	Fontys

1. **Implementation plan:** The Contractor delivers the implementation plan (see also Article 4 of the draft agreement and Chapter 9).
2. **Functional design:** Fontys is a pen feeder and provides a functional design (in phases) for the various phases (and steps within them). The Contractor will review and accept the functional design.
3. **Technical design:** The contractor is the pen feeder and delivers the technical design , including a description of how interfaces take place, which security measures are taken, what requirements are set for the infrastructure on the part of Fontys and its users (protocols, speeds, and the like) so that this can be taken into account. Fontys will review and accept the technical design.
4. **Realization of interfaces:** The contractor is responsible for the realization of the interfaces and the technical integration of the Midpoint solution with the source and target systems. For both phases, Fontys will take care of the non-technical integration activities. The Fontys project team provides the necessary capacity for coordination, organization, data and functional coordination.
5. **Chain integration test:** The contractor provides a chain integration test for each phase (and step) during both phases. The Contractor documents the test results with the end result being a fully working technical chain between the source system, the Midpoint solution and target systems. See also draft agreement article 5.5.
6. **User acceptance test:** This is the final test of all user and management functionalities and integration interfaces with source and target systems. This is organized by Fontys itself. The contractor must provide support where necessary and is responsible for handling the issues that occur for its part of the chain. See also draft agreement article 5.5.
7. **Data migration:** The Contractor is expected to coordinate the data migration and to clearly indicate what must be provided by Fontys, see paragraph 3.1.7.
8. **Training:** The Contractor provides the requested Midpoint training courses to Fontys participants, see paragraph 3.10

3.1.6. Interfaces

Due to limited availability of resources at the source and target systems, it has been decided not to adjust the output of the systems and interfaces for the time being and to migrate AS-IS technically.

For both Phase 1 and Phase 2, the price for the technical realization of the AS-IS interfaces will be requested. In the future, the interfaces will be modernized where necessary based on REST-API in combination with SCIM, as far as possible. After the Agreement has been awarded, the Client may decide to make further agreements with the Contractor in this regard for Phase 2.

The interfaces for Phase 1 and Phase 2 are described in Appendix 5: Systems to be linked.

3.1.7. Data migration

The Contractor is expected to coordinate the data migration of current identity and authorization data from the existing MIM and custom solution and clearly specify which deliveries should be provided by Fontys.

Extractions, conversions or other work on the Fontys systems are carried out by Fontys itself. Where necessary, Fontys cleans identity and authorization data.

As part of the implementation plan (after award), the Contractor must provide a description of the approach to data migration, including the advantages and disadvantages of the proposed methodology. The following points of attention must be taken into account:

Specific points of attention:

- Conversion in general: All data relevant to the Client is converted.
- Trial conversion: It is a requirement that trial conversions can be performed in a timely manner so that the start of the final user acceptance test, which includes the conversion, is not hindered.
- Final conversion: A final conversion is only performed after the trial conversion has been successfully completed in one go. It is common for several trial conversions to be necessary within such a large project.
- Deactivation: In the event of a final conversion, the existing MIM and customization must be deactivated.

Functional points of attention:

- Identity numbering: The starting point for migration is continuity of identity numbering from IST situation (existing situation) to SOLL situation (new situation).
- Identity data: The starting point for migration is the conversion of data from existing identities, both active and inactive identities (including historical data).

3.1.8. Management information

Fontys expects that the necessary management information regarding identities and authorizations will be delivered through the implemented Midpoint solution.

The Contractor is responsible for configuring, implementing, and setting up the solution to ensure that this management information can be generated correctly, completely, and in accordance with Fontys' requirements.

3.1.9. Hosting (included ICT Management), Maintenance, Support and Development

The Contractor is responsible for an adequate infrastructure in which the Midpoint solution is hosted on servers that are physically located within the European Union. This includes the accessibility and performance of the Midpoint solution, as well as guaranteed backup and restore functionality and the presence of a contingency plan. The Contractor is also responsible for the security of the Midpoint solution and the servers.

The Midpoint solution is provided by the Contractor as a hosted service. For the management organization after the Midpoint solution goes live, the Client uses the following principles:

- Hosting: The Contractor provides the hosting of the Midpoint solution offered, including technical management.
- Maintenance: The Contractor performs the Adaptive, Corrective, Preventive and Upgrade maintenance of the hosted Midpoint solution. This includes the implementation of new Midpoint releases, patches and enhancements that become available through Midpoint's open source community, see [Midpoint Versioning And Release Process - Evolveum Docs](#). Maintenance of the Midpoint core software is out of scope since this is performed by Evolveum. The Contractor will make use of this and handle the coordination of the relevant Evolveum maintenance.
- Support: The Contractor provides support for the Midpoint solution offered. The Contractor shall provide an adequate Dutch-speaking or English-speaking support organization. The service levels apply to the entire Midpoint solution offered, including the underlying hosting infrastructure, Midpoint core software, and Interfaces for various source and target systems.
- Functional and application management: The Client takes care of the functional and application management (insofar as applicable).
- Development: The Client directs the further Development and/or configuration expansion of the existing implementation, possibly in collaboration with the Contractor. This includes new customizations or additional Interfaces requested by the Client, outside of standard Midpoint releases.

3.1.10. Training

- During the implementation of phase 1 (technical roll-out), administrators are trained in the Contractor's standard environment. The result of the training is that the administrators can independently perform functional management, changes and configurations on links. The Contractor must assume that approximately 10 people will participate in this training. The training will start after the final delivery of the implementation plan for phase 01. The client wishes training to be provided on location. Client provides the following Midpoint training courses:
 - Midpoint training Connector Development
 - Midpoint Deployment: Group Synchronization
 - Midpoint Intermediate Configuration.
- The Contractor provides all standard (digital) training material and work instructions that are available at the time of the start of implementation. The training material is made available to the Client in a regular editable format in standard Office applications. If there are video instructions, these will also be made available to the Client.
- The client creates or adapts training materials based on the specific design of the processes and systems for the Fontys organization.

3.1.11. Size of users

To give an impression of the current size of Fontys, the following information is provided:

Type identity	Number	Source
Employee (internal and external)	6.000	HR2day
ICT Management	150	AD
Students	45.000- 55.000 ¹	Progress
Functional	1.000	FAM
Relation	760	CRM Next
Service	250	AD

Due to demographic decline in certain regions where Fontys operates, the number of students – and consequently the number of employees – is decreasing. As a result the total number of identities may fluctuate during the term of the Agreement. The Contractor cannot derive any rights or claims from the numbers stated in the Tender Document.

In addition, the number and type of identities can be expanded in the coming years, for example by introducing new identity types.

For the purpose of calculating the Total Cost of Ownership (TCO) for the first eight (8) years after Go Live phase 1, the Client uses a total of 100,000 identities as a starting point, of which 80,000 are active identities. Only the active identities are relevant for the determination of the periodic costs (see also section 9.2).

Additional, more detailed information on the assignment is provided in Chapter 8 and the annexes to this Tender Document. The Agreement, attached as Appendix 1, also contains administrative conditions, performance conditions and preconditions with regard to the execution of the assignment. The Contractor will take all necessary measures to deliver, implement and manage a solution in accordance with the requirements set out in this document (including appendices).

3.1.12. CPV-coding

The following CPV codes apply to this tender:

- 48000000 - Software and information systems

3.1.13. Related services

In the Tender Documents the scope of the tender is described. However, Fontys is also interested in opportunities for the (near) future and wants to have the possibility, within the preconditions of the Agreement,

¹ For students, there are large fluctuations in numbers during the year. This is mainly due to the number of students and is caused by pre-registrations, outflow, dropouts, etc.

to make use of knowledge and expertise of the Contractor regarding modules and services related to the scope.

Fontys reserves the right to commission the Contractor for modules and services related to the scope, which have arisen due to evolving insights during the term of the Agreement. In such cases, the Parties will make further arrangements and document them in writing.

3.2. Merging and lots

The project is not divided into lots, as the implementation, hosting, maintenance, and support of the Midpoint solution are inextricably linked. From the perspective of continuity, efficiency, and cost control, it has therefore been decided to select a single contractor. In addition, Fontys requires one clear point of contact for the full range of services.

3.3. Agreement

The Agreement will come into force on <<date of final award>>. The intended term of the Agreement is a fixed period of four years, effective from the 'go-live' date of phase 1 (technical rollout). After this initial term, the Client has the unilateral option to extend the Agreement twice for a period of two years. Following these extensions, it will be possible to renew the Agreement annually by mutual agreement.

The draft Agreement associated with this tender is attached as Appendix 1. Amendments adopted by means of an Information Memorandum will be incorporated into the final Agreement.

Fontys intends to largely adhere to the standard terms and conditions and SLA of the Contractor, insofar as these do not conflict with the provisions set out in the Tender Document(s). Bidders are requested, upon submission, to provide completed versions of their own hosting, maintenance, and support terms and/or SLA (to be attached as Annex I). These will be discussed and finalized through mutual agreement during the verification phase and subsequently appended to the Agreement attached to this tender.

3.4. Processing agreement

This project requires a processing agreement. Appendix 1A is the draft processing agreement. The Client shall involve internal experts in reviewing the content of the appendices to the processing agreement. The final appendices to the processing agreement shall be determined by the Client and the Contractor in consultation.

After provisional award, the Contractor shall deliver the completed Appendix/Appendices to the processing agreement to Fontys in a timely manner.

3.5. Standby agreement

Contracting Authority will enter into a standby agreement with the second-place Bidder. If the Agreement with the Contractor is terminated within two years from the effective date, the Client may proceed to award the Agreement to the party with whom Client reached a standby agreement via the tender, without retendering. Appendix 2 contains the draft standby agreement.

3.6. Contract management

Through effective contract management, the Contracting Authority ensures that the commitments made by the Bidder in its Tender are duly fulfilled. Contract management for the Midpoint solution and the associated services is the responsibility of Fontys I&T, Product Owner IAM. For the purposes of contract management, the Client shall, upon award, prepare an audit list detailing all requirements and performance obligations of the Contractor.

In addition to the administrative and contract oversight aspects of contract management, emphasis will also be placed on fostering a strong working relationship. The Client seeks a partnership that extends beyond mere contractual obligations. Following award, the Client and Contractor shall, by mutual agreement, determine how this relationship will be structured through regular, structured meetings and review of the audit list. The Contractor shall participate at least once per quarter in the (digital) service meetings with the Product Owner. The objective of these meetings is to review SLA performance and coordinate any upcoming changes. Furthermore, ad hoc meetings may be convened at the request of either party.

4. Selection and award

4.1. Steps involved in selection and award

The selection and award takes place in five steps:

1. Review to verify proper form, structure and timeliness (knock-out criteria) (Chapter 5) and quality of the Bidder (knock-out criteria) (chapter 6).
2. Review in connection with Grounds for Exclusion and Suitability Requirements (knock-out criteria) (Chapter 7).
3. Review based on the Schedule of (minimum) Requirements (knock-out criteria) (Chapter 8).
4. Evaluation based on Award criteria (Chapter 9).
5. Intention to award and final award.

4.1.1. Form, structure and timeliness

Contracting Authority establishes requirements regarding the form, structure and timeliness of the Bid to be submitted, as well as with regard to the quality of the Bidder. If a Bidder does not unconditionally meet all requirements, their Bid will be excluded from further participation unless, in the opinion of Contracting Authority, the deviation is of no significance.

4.1.2. Grounds for Exclusion and Suitability Requirements

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

1. Financial and economic standing of the Bidder.
2. The professional and technical capability of the Bidder.
3. Professional qualifications (entry in trade or professional register).

If the Bidder does not meet the minimum requirements set, their Bid will be excluded from further participation, unless the Contracting Authority decides to admit the Bidder to the procedure on the grounds that the Bidder can, in the opinion of the Contracting Authority, sufficiently demonstrate their reliability and suitability.

4.1.3. Schedule of (minimum) Requirements

The remaining Tenders are evaluated based on the Schedule of Requirements that the performance to be delivered (service and/or supply) must meet at the time of delivery, or acceptance thereof, and must continue to meet during the term of the Contract.

If the Bidder does not meet the minimum requirements set, their Bid will be excluded from further participation unless, in the opinion of the Contracting Authority, there is an omission in the Bid that lends itself to rectification.

4.1.4. Award criteria

The remaining Bids will be evaluated and scored by the evaluation committee as per the provisions of Chapter 9.

4.1.5. Intention to award and final award

The rejected Bidders and the winning Bidder will simultaneously be notified of the award decision. The rejected Bidders will receive a letter stating the reasons for the rejection and the name of the winning Bidder.

4.2. Evaluation committee

The tendering team consists of subject matter experts from, among others, Fontys I&T, a Legal Affairs adviser and a Procurement adviser. The responses elaborated in connection with the qualitative sub-award criteria will be assessed by an evaluation committee consisting of subject matter experts from Fontys I&T.

5. Procedural aspects and regulations

5.1. General rules and regulations for the tender

5.1.1. Legislative framework

This tender will take place in accordance with the Public Procurement Act 2012 and the Procurement Policy of the Fontys Foundation.

5.1.2. No award

The Contracting Authority has the right not to award the Agreement and to withdraw this tender (prematurely). In that case, the Contracting Authority will inform you of this decision and the reasons for it. In the event a decision to withdraw is taken, any Tender Documents submitted will be disregarded and will lapse by operation of law. Any and all forms of compensation are excluded.

5.1.3. Financial compensation

No costs incurred by a Bidder in connection with participation in the Tender Procedure will be reimbursed.

5.1.4. Use of brand names or types

Wherever the Tender Document and/or its appendices mention brands, patents or types, or a specific origin or production, this should be taken to mean the given example or an equivalent.

5.1.5. Language

The Tender and any other correspondence and contact during the tender will be conducted in the English language. This will only be deviated from if the Bidder has legitimate reasons for providing certain statements or documents from specific bodies in another language.

5.1.6. Transfer of information provided

All (confidential) files and products obtained and kept by the Contractor in the context of this tender will at all times remain the property of Contracting Authority. At such time as the Agreement ends, the Contractor is obliged to return these files and products to the Contracting Authority on first request, promptly and at no charge to Contracting Authority. If required, the Contractor shall destroy the files and products at the Contracting Authority's first request.

5.2. Regulations for submitting questions

5.2.1. Inconsistencies and irregularities

This Tender Document has been prepared with care. Should a Bidder nevertheless encounter inconsistencies or irregularities, Bidder shall make these known as soon as possible, but in any case before the closing date for submission of questions. After this deadline, Bidders cannot object to any inconsistencies and/or irregularities. How the inconsistencies and/or irregularities are dealt with will be assessed on a case-by-case basis.

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 submitted via other means will not receive a response.

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

Questions may be submitted confidentially. In that case, the question and answer will be made known to the questioner only. When a Bidder (the questioner) seeks a confidential answer to a question, clear reasons must be given as to why the questioner believes that disclosure of this information would harm the legitimate economic interests of their company. If the Contracting Authority feels that the

relevant question does not meet this condition, the questioner will be given the opportunity to withdraw the question. In such cases, the Contracting Authority will not provide information in response to the withdrawn question, unless the question related to an error in the Tender Documents about which Contracting Authority must inform the other Bidders. If the questioner does not withdraw the relevant question, it will be processed and published anonymously on TenderNed, along with the corresponding answer.

Information is only binding to the extent that it is set out in an Information Memorandum.

5.2.3. Complaints

Contracting Authority has set up a hotline where complaints regarding a tender can be reported. Contracting Authority has assigned responsibility for this hotline to the Legal Affairs Team, email kmpa@fontys.nl. When submitting a complaint, you should clearly state which tender the complaint relates to and who the contact person from the Contracting Authority is for this tender.

Complaints about matters that were not first submitted as questions in the context of the Information Memorandum, but could have been asked at the time the Information Memorandum was published, will not be dealt with by the hotline.

5.3. Rules and regulations for submitting a Tender

5.3.1. General regulations

1. The Contracting Authority will use TenderNed for the purpose of receiving Bids. Bids submitted through any other route will not be accepted.
2. The announcement on TenderNed/TED and the Tender Document, together with the Information Memo(s), constitute the sole basis for the entire Tender Procedure. By participating in the tender, the Bidder explicitly agrees to the applicability and content of the announcement, the Tender Document and associated appendices, the Information Memo(s) and the requirements, Award Criteria and evaluation methodology laid down in the aforementioned documents.
3. The Bid must be uploaded by the date and time specified in the schedule. Bidders are responsible for the proper and timely uploading of their Bids. Due to potential technical issues, Bidders are advised not to wait until the very last moment to upload their Bids. Any and all Bids received by Contracting Authority after the stated deadline will be invalid and excluded from the procedure.
4. The Bid must contain only the documents required for the Bid. Attachments referenced multiple times (e.g. the European Single Procurement Document) need only be uploaded once.
5. The Bid must be signed by a legal representative of the Bidder.
6. The requirements, criteria and information provided in this tender are based on the best possible estimation of the assignment by Contracting Authority. Bidders cannot derive any rights from this information (numbers, specifications, schedule).
7. A Bid that does not meet the stated requirements/conditions will be set aside and excluded from further participation, unless Contracting Authority feels that the omission lends itself to rectification.
8. Any Bid with one or more conditions or reservations attached shall also be invalid.
9. A Bid is invalid if it is not filled in truthfully.
10. Bidders should be aware that failure to honor commitments will have consequences in terms of termination of the Contract. In such cases, the Bidder in question will be liable for damages. All costs incurred to reach a new tender or Agreement will be recovered from the Bidder, without prejudice to other rights.
11. Rigged Bids, which intend to manipulate the evaluation system in such a way as to distort the purpose intended by that system, e.g. offering realistic prices, will be declared invalid.
12. If the Contracting Authority finds that a Bid is abnormally low, the Bidder may be rejected on that ground (Art. 2.116 / Public Procurement Act 2012).
13. Your Bid must include a 'final offer'. No negotiation, either on content or price, will take place following submission of Bids. Consequently, each Bidder should submit a Bid that reflects the best possible terms.

5.3.2. Tax obligations, environmental protection and working conditions

When preparing their Bid, Bidders must take into account the obligations under the provisions on employment protection and working conditions applicable in the country where the assignment is to be performed, as referred to in Article 2.81(2) of the Public Procurement Act 2012.

As far as performance in the Netherlands is concerned, Bidders may obtain knowledge regarding taxes and environmental protection, working conditions and labor protection from:

- the Tax & Customs Administration, www.belastingdienst.nl
- Ministry of Infrastructure and Water Management, www.government.nl/ministries/ministry-of-infrastructure-and-water-management
- Ministry of Social Affairs and Employment, www.government.nl/ministries/ministry-of-social-affairs-and-employment

5.3.3. Validity of Bids

The Bidder must remain prepared to fulfil their Bid(s) (i.e. commit to the validity) for a period of four months from the deadline for submission of the Bid. The Contracting Authority may request an extension of this bid validity period. No claims for award may be derived from such a request.

If summary proceedings are commenced, the Agreement will not enter into force until judgment is given in summary proceedings in relation to the award. In view of this, this Tender Procedure requires all Bidders to maintain their Bids until the aforementioned deadline has expired or (if summary proceedings are initiated) until 14 days after the date on which judgment is rendered.

5.3.4. Number of Bids

The present tender has not been divided into lots. It is not possible to bid on part of the tender assignment.

Each Bidder, whether part of a Combination or not, may submit a maximum of one Bid per tender. Bidders may not submit a Bid independently or in a Combination when that Bidder is also acting as a Subcontractor in one or more Bids that would place demands on the Bidder's capacity and/or capability.

- If a Bidder submits more than one Bid, whether independently or as part of a Combination, all of these Bids will be set aside.
- If a Bidder submits a Bid once independently or once as a Combination and is also deployed as a Subcontractor in one or more Bids, the performance of which would place demands on the Bidder's capacity and/or capability, their independent Bid or their Bid as part of a Combination will be set aside.

The term 'Bidder' is understood to mean not only the tendering legal entity, but also all (legal) persons with whom that entity has a legal, economic and/or fiscal relationship or forms a unit.

Multiple companies within a Concern may register as Bidders (independently, in Combination, or as Subcontractor) only if they can demonstrate — at the Contracting Authority's request — that they have each prepared a Bid independently from the other Bidders (including the Bidders that are part of the same Concern), and have observed confidentiality in doing so. If this cannot be demonstrated by any of the relevant Bidders, this will result in the Exclusion of all Bidders belonging to the Concern in question.

A market party may be engaged as a Subcontractor by more than one Bidder.

5.4. **Opening of the bidding period**

As soon as possible after the closing of the bidding period, the digital 'safe' containing the Bids will be opened. An opening report indicating which Bidders have submitted a Bid will be sent out via TenderNed.

5.5. Clarification and verification of the Bid

Bidders are responsible for ensuring their Bids are submitted correctly, completely and clearly. Contracting Authority will base its review and evaluation of the Bid on the information as provided by the Bidder.

Contracting Authority reserves the right to ask for clarification. It is emphasized that no second attempts at submission will be permitted. A clarification presupposes that the Bid remains unchanged in terms of content and that Bidder will provide further elaboration only on the requested elements of the Bid, so that Contracting Authority may gain a clearer picture of what has been offered. Bidder must provide this clarification within two Working Days (here: Mon through Fri), after the request from Contracting Authority. If Contracting Authority has not received the requested documents within the stipulated period, Contracting Authority reserves the right not to award the Agreement to this Bidder.

In addition, Contracting Authority reserves the right to verify the accuracy of all requested information. Bidder must submit the supporting documents within five Working Days (here: Mon through Fri) following the request of Contracting Authority.

It is expressly stated that providing incorrect information will result in definitive Exclusion of the Bid. Failure to provide the requested information, or to provide it in full, will likewise result in Exclusion.

5.6. Award decision and legal protection

The rejected Bidders and the winning Bidder will simultaneously be notified of the award decision. The rejected Bidders will receive a letter stating the reasons for the rejection and the name of the winning Bidder.

If a Bidder objects to the decision, they must notify the Contracting Authority within twenty (20) calendar days from the date of dispatch of the award decision notification, and must enclose, along with that notification, a copy of a signed summons stating the date on which the court will hear the case. If Contracting Authority has not received a copy of a summons within the aforementioned period, the Agreement will be definitively awarded. The above deadline is an expiry period.

The communication of the award decision to the winning Bidder(s) does not constitute acceptance of the offer submitted by the winning Bidder(s). The Agreement is established at the time of the Contractor's receipt of the Client's written confirmation of the assignment.

6. Quality of the Bidder

A Bidder can submit a Bid independently or in a Combination formation. In addition, it is permitted to submit a Bid involving Subcontractors and the technical capability and/or financial and economic standing and/or professional qualifications of these Subcontractors may be called upon.

6.1. Bidding as a Combination

If Bidder is unable or unwilling to provide the requested services independently, they have the option of submitting a Bid in collaboration with other organizations. The resulting Combination will be evaluated as a single entity. The Combination is obliged, upon submitting a Bid, to appoint one Coordinator to represent them and/or act as Coordinator in all respects. No changes may be made to the Combination after the closing date of the bidding period.

Upon Award, a jointly signed declaration will be provided by the Combination 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.

A collaborative formation (Combination) is when several companies submit a joint bid for an assignment. Part II of the European Single Procurement Form (Appendix A) lists the companies that make up the Combination. The Bidder shall specify the Suitability Requirements that their company is called upon to meet. Each member of the Combination shall submit a European Single Procurement Document.

Additionally:

- Each member of the Combination must sign and submit the European Single Procurement Document (attached as Appendix A to this document) along with the Bid.
- Upon request from the Contracting Authority after the intention to award, each member of a Combination must submit an extract (or copy of an extract) from the professional or trade register in the country of their registered offices, showing who is authorized to represent the company. Power of representation means that the person or persons signing the European Single Procurement Document must be listed in the trade register as persons authorized to represent the company. Where the trade register states that two or more persons have power of representation only when acting jointly, the European Single Procurement Document must also be signed by those two or more persons. Where the power of representation is subject to restrictions, these restrictions should be taken into account.
- Upon intention to award, each member of a Combination shall submit the supporting documents as listed in Chapter 7.

6.2. Demands placed on the capacity and/or capability of Third Parties

An independent Bidder or a Combination may rely on the capacity and/or capability of other natural persons or legal entities for performance of the contract, irrespective of the legal nature of its links with these natural persons or legal entities.

When relying on (a) Third Party/third parties as referred to above, Bidder or Combination assumes the obligation to actually have the Third Party/third parties available for those parts for which the reliance on the Third Party/third parties is made (self-requirement) during the performance of the assignment. With regard to deployment of professional and technical capability, this concerns, if applicable, the required availability of personnel and technical equipment.

For an appeal to financial and economic standing, this obligation implies that the Third Party/Parties concerned are jointly and severally liable for the fulfilment of the obligations arising from the Bid as well as the performance of the Contract.

Contracting Authority is entitled to require Bidder or Combination to demonstrate the actual availability of the relevant Third Party/Parties for the performance of the assignment, by delivering legally valid statement(s) signed by the relevant Third Party/Parties.

The Bidder or Combination, if planning to rely on Third Party/Parties, shall indicate in Part IIC of the European Single Procurement Document (Appendix A) for which Suitability Requirements they will rely on a Third Party/Parties.

Also required:

- Third Party/Parties must sign and submit the European Single Procurement Document (attached as Appendix A) along with their Bid.
- Upon request from the Contracting Authority after the intention to award, third party/parties shall submit an extract (or a copy of an extract) from the professional or trade register in the country of their registered offices, indicating who is authorized to sign the Bid on behalf of the company. If the Bid has been signed by a person other than mentioned in the register, the relevant proxy agreement (or copy thereof) must be submitted along with the Bid.
- Upon intention to award, the Third Party/Parties shall submit the supporting documents as listed in Chapter 7.

6.3. Subcontracting

For both independent Bidders and a Combination, although they independently meet the Suitability Requirements set out in this tender, it is possible that they may engage Subcontractor(s) in the performance of the assignment. In case of subcontracting, Bidder or Combination must indicate which Subcontractor they intends to use and for which parts/aspects of the assignment they intend to do so. The Bidder or Combination also guarantees that the Third Party in question meets all the requirements set out in this tender with regard to the activities to be assigned to that Third Party.

Subcontractor shall also mean an employment agency used by the Contractor for hiring temporary employees. If the Contractor issues assignments to Third Parties/Subcontractors in the context of the performance of this Contract, the Contractor shall continue to act as the contracting party and the Contractor shall be jointly and severally liable for the performance of the obligations as well as for the obligations subcontracted.

The Contractor always indemnifies the Client against any adverse consequences of such outsourcing. If the Contractor is considering using a Subcontractor or employees hired via a temporary employment agency, the Contractor shall specify the name and business address of the relevant company in the Bid.

In case of head/subcontracting, the head contractor is the sole contractual counterparty of the Contracting Authority and remains jointly and severally liable for the performance of the obligations as well as for the subcontracted obligations. Only the head contractor will submit the requested information.

Bidder will indicate which part of the assignment will be subcontracted and with whom the subcontract will be placed. To this end, Bidder must complete Part IID of the European Single Procurement Document (Appendix A). If the name(s) of the Subcontractor(s) is/are not yet known, the work to be subcontracted will be listed. The Bidder must still provide the name and business address of the relevant Subcontractor after intention to award.

7. Ground for Exclusion and Suitability Requirements

Only those Bidders who, in the opinion of the Contracting Authority, have demonstrated in good time that they meet the minimum requirements set out in this chapter with regard to the absence of Grounds for Exclusion and that they are in compliance with the stipulated Suitability Requirements will be eligible for the award of the Contract.

7.1. Grounds for Exclusion

Grounds for Exclusion are intended to ensure that only companies with integrity and a sound financial position are traded with. The Public Procurement Act 2012 recognizes two types of Grounds for Exclusion: mandatory and optional.

7.1.1. European Single Procurement Document

The attached European Single Procurement Document (ESPD, section III) lists the Grounds for Exclusion applicable to this Tender Procedure. In order for you to be considered for award of the Contract, no Grounds for Exclusion may apply to you. If they do apply, you may be Excluded from further participation. By completing and submitting the ESPD along with your Bid, you indicate that no Grounds for Exclusion are initially applicable in your case. Only the winning Bidder(s) may be asked to submit the supporting documents. The supporting documents must be submitted within five working days following the Contracting Authority's request.

Information to be provided in connection with Grounds for Exclusion

You may use the following supporting documents to prove that no Grounds for Exclusion apply to you:

- A Declaration of Conduct in public procurement, as referred to in Article 4.1 of the Public Procurement Act 2012, which is not older than two years from the closing date of the bidding period.
- A copy of the extract from the professional or trade register, not older than six months from the closing date of the bidding period.
- A declaration from the Tax & Customs Administration (statement of payment behavior in compliance with tax obligations) that is not older than six months from the closing date of the bidding period.

NB: Applying for a Declaration of Conduct in public procurement and a declaration from the Tax & Customs Administration is a lengthy procedure. We therefore advise you to submit this request, if necessary, during the tender period. That way, when the Contracting Authority requests these documents, you will be able to submit the documents before the deadline.

NB: If you submit a Bid as a group of cooperating businesses (Combination), each member of the Combination must be able to provide these supporting documents. When a Subcontractor is called upon to meet Suitability Requirements, the relevant Subcontractor must also be able to provide this evidence.

7.2. Suitability Requirements

Suitability Requirements are requirements concerning your financial and economic standing, professional and technical capability and/or professional qualifications. You must meet the stipulated Suitability Requirements in order to be considered for award of the Contract. You initially declare this by completing and submitting the European Single Tender Document (ESTD, Part IV), unless otherwise indicated later in this chapter. Only the winning Bidder(s) may be asked to submit the supporting documents. The supporting documents must be submitted within five working days following the Contracting Authority's request.

If Bidder relies on the financial and economic standing and/or technical capability and/or professional qualifications of other entities (i.e. entities that are not part of Bidder), then after the award decision is taken, it will demonstrate that it can have the necessary resources at its disposal for the execution of the contract. The European Single Procurement Document (ESPD, Part IIC) should indicate which other entities are being called upon.

7.2.1. Requirements with regard to financial and economic standing

Insurance

Bidder must be insured against liability with a minimum coverage of €2.500.000,-- per damaging event with a maximum of €5.000.000,-- on an annual basis, or be willing to take out such insurance upon award.

Information to be provided:

By submitting their Bid, Bidder confirms under Section IV of the European Single Procurement Document (Appendix A) that they fulfil the stated requirement(s). The European Single Procurement Document (ESPD) must be included.

At the request of the Contracting Authority, the winning Bidder shall submit, as evidence thereof, a copy of a certificate of insurance showing the amount for which the Bidder is insured. If proof of a group policy is submitted, it must be clear that Bidder is among the insured parties.

7.2.2. Requirements for Professional Competence and Technical Capacity

References

With references, the Bidder demonstrates the necessary core competence(s) for the performance of the tendered assignment. This means that the Bidder demonstrates experience in key aspects of the tendered assignment.

For each core competence, the Bidder should provide a reference demonstrating your ability to independently meet the standard. If the Bidder provides a reference concerning a reference assignment performed in Combination or with a Subcontractor, the same Combination or Subcontractor must be available for performance of this assignment.

Along with the Bid, Bidder or Combination shall submit one reference per core competence covering the past three years from the closing date of the bidding period. The following core competence(s) is/are applicable:

- **Core competence 1:** The Bidder must have knowledge and experience in implementing the Midpoint solution at an organization of comparable size and complexity to the Client. The implemented Midpoint solution must be operational at the time of submission. The reference assignment must have been completed within the past three years from the closing date of the bidding period.
- **Core competence 2:** The Bidder must have knowledge and experience in hosting, maintenance, and support of a Midpoint solution or a comparable IGA solution. Hosting, maintenance, and support of the IGA solution must have been provided for a minimum period of 12 months. The end date of the service must not be more than three years from the closing date of the bidding period.

One reference may demonstrate multiple core competences. For each core competence, the reference statement must be completed in full. The reference shall include the name of the contact person at the reference, as well as an email address and telephone number where they can be reached, and an explanation of why Bidder believes this reference fits the requested core competence, all in accordance with Appendix B.

Information to be provided:

Bidder shall submit completed and signed reference statement(s) along with their Bid. To be added as Appendix B.

The assignment referred to in the reference must have been performed to the demonstrable satisfaction of the referent. Upon submission of the Bid, or no later than five Working Days (here: Mon to Fri) after the Contracting Authority's request to that effect, the Bidder shall submit a statement of satisfaction from the Reference provided (in the format of their choice). This should explicitly show that the referent is satisfied with the service in question. Failure to provide a signed declaration of satisfaction invalidates the reference.

Contracting Authority reserves the right to contact the Client(s) involved in the reference assignment(s) submitted by Bidder without the intervention of Bidder, or to require inspection of contract documents relating to the reference assignment(s).

7.2.3. ISO 27001 or equivalent Information security

~~ISO 27001 is an information security standard used by the Client. ISO 27001 specifies the requirements for implementing security measures in the context of the organization's overall business risks. The aim is to ensure availability, integrity and confidentiality. The Client declares this standard applicable.~~

~~*Information to be provided:*~~

~~By submitting their Bid, Bidder confirms under Section IV of the European Single Procurement Document (Appendix A) that they fulfil the stated requirement. The European Single Procurement Document (ESPD) must be included.~~

~~At the Contracting Authority's request, the winning Bidder shall submit a copy of a valid ISO 27001 certificate or equivalent. Bidder is responsible for demonstrating the equivalence of any other certificate. Evidence of ongoing preparation for certification — with the caveat that the certificate will be obtained no later than effective date of Agreement — is also sufficient.~~

~~The Bidder's organization maintains an appropriate level of information security.~~

~~The Bidder's organization is ISO 27001-certified, holds an ISAE 3000 assurance statement, or — if the Bidder does not hold such certification or assurance — demonstrably complies with the security measures based on the SURF Legal Standards Framework Cloud Services (attached as Appendix 6).~~

~~*Information to be provided:*~~

~~By submitting their Bid, Bidder confirms under Section IV of the European Single Procurement Document (Appendix A) that they fulfil the stated requirement. The European Single Procurement Document (ESPD) must be included.~~

~~At the Contracting Authority's request, the winning Bidder shall submit:~~

- ~~• a copy of a valid ISO 27001 certificate or an ISAE 3000 assurance statement or equivalent, including an explanation of the scope covered by the certificate or statement (for ISO 27001, this refers to the Statement of Applicability); or~~
- ~~• a signed, unconditional declaration demonstrating compliance with the security measures set out Appendix 6.~~

~~Evidence that the Bidder is in the process of obtaining the required certification or of achieving full compliance with the security measures in Appendix 6 is also acceptable, on the condition that the Bidder shall — no later than the effective date of the Agreement — either (i) hold the required certification/assurance statement, or (ii) fully comply with all requirements set out in Appendix 6.~~

~~The Bidder is responsible for demonstrating the equivalence of any other certificate.~~

~~The Contracting Authority reserves the right to request additional evidence demonstrating that the winning Bidder complies with the security measures set out in Appendix 6.~~

7.2.4. Requirements concerning professional qualifications

Entry in professional or trade register

Bidder must be registered in the professional or trade register in force in their country of origin.

Information to be provided:

Bidder shall submit an extract (or copy of an extract) from the professional or trade register of the country in which they have their registered offices, along with their Bid. To be added as Appendix E.

If the Bid has been signed by a person other than mentioned in the register, the relevant proxy agreement (or copy thereof) must also be submitted.

8. Schedule of requirements

All requirements set out in this chapter must be met during execution of the contract, unless otherwise specified. By participating in the tender, Bidder confirms that they unconditionally meet the stated requirements.

8.1. Architecture

1	The Midpoint solution should be delivered as Software as a Service. Integration with internal identity stores (Active Directory) and internal applications is done using one of the following methods: • A Windows-based agent or connector to be delivered by the Contractor and placed on-premises at the Client. The secure connection between this agent or connector and the Midpoint solution is initiated from this agent or connector (only outbound traffic from the agent/connector to Midpoint solution). • A site-to-site VPN between the Contractor's infrastructure and the Client. Integration traffic (links) between the Midpoint solution and the Client's internal systems runs via this VPN. Network traffic from the Midpoint Solution to the Client's on-premises network via the public Internet is not permitted, so no inbound ports need to be opened in the Client's firewall.
2	All system components (including Interfaces to external applications) made available by the Contractor and all supporting applications must be maintained at the latest security and service pack level.
3	All necessary connections to and from the Midpoint solution to be delivered are secured and encrypted in accordance with applicable regulations of the NCSC (National Cyber Security Center) and Forum Standardization or at least comparable. Data stored in the Midpoint solution is encrypted according to applicable regulations of the NCSC and Forum Standardization or at least comparable.
4	The Contractor guarantees the operation of the functionality available via the public internet on recent versions of the common platforms/browsers without the installation of additional plug-ins: • Windows, MacOS • Microsoft Edge, Apple Safari, Google Chrome, Mozilla Firefox • Android, iOS • The Midpoint solution must be usable via desktop, laptop, smartphone and tablet (responsive website).
5	Federated authentication via SURFconext is used for authentication, within two months of the final award, or earlier if possible (more information: https://wiki.surfnet.nl/display/surfconextdev/Documentation+for+Service+Providers).
6	The Midpoint solution should not cause issues with known antivirus software. In the event of any issues, the Contractor will contribute to troubleshooting processes and provide support where necessary. The client is the director of such processes.
7	Data portability must be possible for the content (values) of the data in the Midpoint solution and also the associated metadata. The technical format for data portability should be an open format, preferably according to the JSON standards or, alternatively, according to the XML standards. If this is not possible and another common technical data format is used, the meta-information must be documented separately.
8	Changes to the Midpoint solution must not impact the connected source and target systems.
9	The contractor uses the chosen open source software Midpoint. The open source software is a pre-developed, readily available platform that is designed for a broad user base and meets the requirements of Fontys. The implemented version of the Midpoint solution may be a maximum of one version behind the currently available version. Modifications to the software will be implemented no later than 12 months after the GO Live.

10	Components of the hosted Midpoint solution can be disabled if it offers more functionality than required, to avoid overlap with other applications. This should not negatively affect the effect of the solution.
11	The Contractor provides two (logically) separate Midpoint environments: production and non-production environment for testing and acceptance purposes.
12	The Contractor's retention regime enables the Client to comply at all times with the retention periods as drawn up by the Netherlands Association of Universities of Applied Sciences: https://www.vereniginghogescholen.nl/kennisbank/verenigingsafspraken-en-procedures/artikelen/selectielijst-hogescholen-versie-2022

8.2. Information security

13	The authorizations for access to the Midpoint solution must be role-based authorizations and can be set up per user role, per group, per team and per employee. A distinction must be made between creating, consulting, modifying and deleting.
14	Segregation of duties is applied within the hosted Midpoint solution: management and usage are completely separated. A distinction must be made between technical management and functional management.
15	Exchange of data between the Midpoint solution and the source and target systems must be automatically checked for the presence of malware.
16	For e-mails from the Midpoint solution, the application of NCSC standards (National Cyber Security Center) applies in line with the guidelines of the secure e-mail coalition. See also https://www.forumstandaardisatie.nl/nieuws/nederland-zorgt-voor-veilig-e-mailverkeer. These are DMARC+DKIM+SPF against phishing and STARTTLS+DNSSEC+DANE against eavesdropping. E-mails are sent from the Contractor's infrastructure. Emails are sent from the Contractor's domain name or from a subdomain of the Client "@<subdomain>.fontys.nl" (this is included in the Client's SPF record and is given a separate DKIM selector within the Client's domain) All DNS records of e-mail components at the supplier are protected with DNSSEC.
17	The Contractor's infrastructure environment must be operationally equipped with Domain Name System Security Extensions (DNSSEC) or similar.
18	Vulnerability management is demonstrably set up. As soon as vulnerabilities become known to the Midpoint solution, the client will immediately receive a notification. Vulnerabilities are fixed in a timely manner with the urgency that fits the risk assessment of the CVE score. This is in accordance with agreed agreements included in the ICT agreement.
19	Patch management is demonstrably set up. System updates will be carried out in a timely manner in accordance with agreed agreements included in the Draft Agreement (Appendix 1).
20	The authentic registration of replicated data is always known (single point of control).
21	Security incidents that may affect the availability and/or reliability of the Midpoint Solution or possibly the reliability or accuracy of the data must be reported immediately to the Client. It must also state what the measures are (have been taken) and within what period an incident will be resolved.
22	The Midpoint solution offers the possibility to limit the export of data via configuration of fields and target groups or via standard predefined reports.
23	The Contractor shall carry out a risk analysis at least annually in accordance with a predetermined annual schedule - with the scope of the service to be provided - which will supervise the identification, classification of risks and determination of measures with which these risks are mitigated or consciously accepted. The Contractor undertakes to provide evidence for this on request. Furthermore, the Client

	undertakes to participate in the Client's annual supplier assessment where these topics, among others, are discussed.
24	At least once a year, the Contractor organizes an audit and a pentest by independent third party(s) at its own expense with the aim of testing the security of data in the application. The pentest focuses in particular on the security of the software with which intruders would gain access to the data and is carried out by a specialized company in coordination with/with the permission of the Client. The independent audit focuses on the compliance of processes and adequate security of the data center environment, among other things. The Client will receive a written report of the pen test and audit, whereby the recommendations from this - insofar as they affect the Client's activities - will be implemented in consultation.
25	The Client reserves the right, at the expense of the Client, to have a party designated by the Client carry out a pen test for the purpose of testing the security of data in the application. This will take place in an environment specified by the Contractor, for which an indemnity will be agreed in advance.

8.3. Privacy

26	Privacy by Design and Privacy by Default are used in the development and further development of the Midpoint solution. This means that only those personal data may be processed that are necessary for the purpose for which they are processed.
27	The Contractor guarantees the integrity of the personal data to be used in the Midpoint Solution.
28	Personal data may only be processed within the European Economic Area (EEA).
29	Authorizations for the processing of personal data must be limited under the General Data Protection Regulation (GDPR) to those functions that are absolutely necessary for handling a case.
30	The application and the way in which data is stored and handled demonstrably comply with the General Data Protection Regulation (GDPR). The Contractor is a processor within the meaning of the GDPR.
31	The processing of personal data is governed by the processing agreement applied by the Client (appendix 1A). This agreement is based on the SURF Model Processing Agreement and forms an integral part of the Agreement (appendix 1). By signing the Agreement, the Contractor declares its acceptance of the terms and conditions set out in the processing agreement. The services shall demonstrably comply with the sectoral standards for information security and privacy, including: • the SURF Security Baseline for Education and Research, version 2.0 (September 2024) (link to SURF PDF), and • the SURF audit Information Security Assessment Framework. • <u>the security measures set out in appendix 6 (based on the Surf Legal Standards Framework Cloud Services), and</u> • <u>the SURF audit Information Security Assessment Framework.</u> If the Bid contains services from third parties, these parties are considered sub-processors. The processor ensures that the requirements of the processing agreement apply to the sub-processors.

8.4. User interface

32	Midpoint Solution Portal The self-service portal of the Midpoint solution must be able to be set up in Dutch for end users. The portal for management activities can be in Dutch or English.
----	--

33	Corporate identity It is possible to apply the Fontys corporate identity for the self-service pages of the Midpoint solution.
34	Performance The performance of the Midpoint solution in the production environment - measured by the average page load time - is on average less than two seconds. The "page load time" is the amount of time that a user calls a page in the Midpoint solution via a click on a link or button until the entire page is loaded in the web browser. Pages that start a demonstrably heavy background process - for example, a search query or calculation - are exempt from this requirement. In those situations, the user must receive feedback on the progress of the process. If a page does not meet the required 'page load time', the Contractor must improve the performance of this page within a period of time agreed with the Client.

8.5. Identity management

35	Lifecycle management The Midpoint solution recognizes the concept of Identity lifecycle Management. The Midpoint solution includes functionality to model the lifecycle for the various identity types to be identified based on business events.
36	Identifying personnel changes The Midpoint solution includes functionality to automatically detect personnel changes in the HR system and use this to enter or update the identity data in the Midpoint solution.
37	Selection of data to be linked Multiple source systems can be accessed simultaneously and a different link may be required for each system. For each source system, it must be possible to set which data must be made accessible and what the order of processing is.
38	Clutch The Midpoint solution supports the following link options for linking to source and target systems: REST APIs, SCIM, MSSQL, LDAP, and CSV files.
39	Real-time link The Midpoint solution includes functionality to process mutations from source systems in real time and at specific times.
40	Boosting, changing or disposing The Midpoint solution includes functionality to manage personal data, outside the source systems, within the Midpoint solution: enter, modify or dispose of. When manually entering an identity, the Midpoint solution must use its own unique identifier.
41	Personnel changes The Midpoint solution includes functionality to define workflows with business rules in which filtering based on one or more attributes of identities can be used.
42	Determining the manager The Midpoint solution includes functionality to determine who an employee's manager is per department and/or location when importing from the HR system, based on the HR attributes. It must also be possible to record the manager in the Midpoint solution outside the source systems.

43	Password Policy The Midpoint solution includes functionality to generate passwords for managed accounts for target systems, applying the applicable password policy.
44	Generate accounts and email addresses The Midpoint solution includes functionality to define rules for generating and assigning account names and email addresses in Active Directory, Entra ID, and Exchange (on-premises and Exchange 365). The current rules for account IDs (fixed number ranges) and email addresses will be maintained.
45	Provisioning identities to target systems The Midpoint solution includes functionality to support automated provisioning of identity data to target systems.
46	Additional attributes The Midpoint solution includes functionality to send additional attributes of identities when provisioning to target systems.
47	Reconciliation - Soll/Ist comparison The Midpoint solution includes functionality to read the accounts and authorizations of target systems to verify the current situation, the so-called reconciliation or Soll-Ist comparison.
48	Workflow The Midpoint solution includes functionality to easily define workflows for the control of the provisioning processes without software development.
49	In and out of employment The Midpoint solution includes functionality to schedule a personnel change at the time that is determined by a change date (an in-service or an out-of-service date). Future mutations, but also mutations in the past (anti-dating), must be able to be identified.
50	Summary dismissal The Midpoint solution includes functionality that allows a supervisor or a delegate to initiate a summary dismissal procedure without delay, automatically immediately removing his/her authorizations and blocking his/her accounts.
51	Flow The Midpoint solution includes functionality to implement lifting and discharge changes at separate times in the event of a change of function, so that someone can keep the old position (including associated authorizations and facilities) for a determined period of time in addition to the new position.
52	Notification The Midpoint solution includes functionality to make a customizable notification within the Midpoint solution itself or via email to manager and/or employee or student at specified times before the end date of an employment, contract or training. This functionality must be configurable per source system.
53	Deduplication The Midpoint solution includes functionality to analyze which identities already exist when linking source and target systems and thus automatically deduplicate the identity data. Provide the ability to manually correct the duplicate data.
54	Basic identity The Midpoint solution includes functionality to generate/maintain generic data based on

	business rules. These include: • Email address • Password • Username • etc. The rules must be able to distinguish between department, location, source of identity data, position, manager, various contexts, etc.
55	Work order/ticket The Midpoint solution optionally includes functionality to report a change in personal data (accounts and authorizations) as a work order to a functional administrator of a relevant system not linked to the Midpoint solution. This is preferably done via a ticket in a service management tool.
56	Two-way traffic The Midpoint solution includes functionality to make Interfaces work in two directions, so that, for example, certain data, such as the company email address, can also be mutated in the HR system that is used as the primary source.
57	Threshold-value The Midpoint solution includes functionality to set a limit for a maximum number of changes in function, cost center change and/or out of service, so that the source import is not carried out. Also provide an option to manually overrule this threshold value.

8.6. Authorization management

58	Organizational roles The Midpoint solution includes functionality to model organizational roles, with corresponding authorizations for each role, in one or more systems by administrators for the purpose of manual (via the portal of the Midpoint solution) and automated (based on business rules) assignment.
59	Assigning roles The Midpoint solution includes functionality that allows managers to assign or approve one or more organizational role(s) to a (subordinate) employee with the option to enter an end date. The accounts and authorizations associated with that role are automatically applied to the respective target systems.
60	Assignable roles The Midpoint solution includes functionality so that executives can only assign and see organizational roles that they are authorized to do.
61	Request roles (self-service) The Midpoint solution includes functionality that allows employees to request or revoke roles for themselves, after which approval is requested in case of requests from organizational roles. When requested roles are approved, the order to grant permissions will be sent out immediately or periodically.
62	Bulk Mutations The Midpoint solution includes functionality to perform bulk mutations for assigning and revoking identities, roles and for boosting/modifying roles by means of import files in e.g. CSV format.

63	Workflow The Midpoint solution includes functionality to model request and approval processes. It must be possible to set up processes manually and automatically, whereby the risk class of an authorization or the license costs can also be decisive for the choice of manual approval or automated granting.
64	System roles The Midpoint solution includes functionality to define system roles in linked target systems and make them available for assignment to organization roles through the Midpoint solution's management portal.
65	Basic Authorization The Midpoint solution includes functionality to generate/maintain generic authorizations based on business rules and/or attributes. These include: • Group memberships, authorizations, and licenses in Entra ID/Microsoft 365 • Access to departmental documents/ groups/ shares • (Generic) roles in linked target systems. The rules must be able to distinguish between department, location, source of identity data, position, manager, various contexts, etc.
66	Distribution lists The Midpoint solution includes functionality to automatically update mail-enabled security groups in on-premises Active Directory from the role management processes (via birth right or assigned business roles).
67	Separation The Midpoint solution includes functionality to achieve segregation of functions. The Midpoint solution must therefore provide a possibility to identify and register conflicting organizational roles.
68	Approve conflicting roles The Midpoint solution includes functionality to allow assignment of certain conflicting organization roles only under explicit approval for a certain amount of time.
69	Conflicting roles can block The Midpoint solution includes functionality to block assignment of certain conflicting organization roles.
70	Access Microsoft 365 The Midpoint solution includes functionality to grant or remove group memberships and distribution lists.
71	Notifications The Midpoint solution includes notification functionality when granting or revoking authorizations for notifications to user groups such as functional administrators of target systems.

8.7. Governance

72	Understanding roles The Midpoint solution includes functionality to provide authorized users with insight into the assigned roles and authorizations via the portal of the Midpoint solution.
73	Insight into authorizations The Midpoint solution includes functionality to map all identities and authorizations and determine whether or not these accounts should be granted privileges or deleted. These can still be granted the rights or revoked.
74	Audit trail The Midpoint solution contains an audit trail, which is not mutable. The audit trail contains who, what, where, and when information regarding: • All operations: logging in, changing, closing, creating and deleting things, information objects and (meta-)data All activities of administrators: creating, modifying, terminating, deleting authorizations or roles, information objects and (meta-)data
75	Segregation of duties overview The Midpoint solution includes functionality to determine which defined conflicting authorizations/roles have been assigned to an employee, for how long and by whom.
76	Segregation of duties assessment The Midpoint solution includes functionality to assess defined role conflicts across systems.
77	Delegation The Midpoint solution includes functionality to delegate tasks from organizational roles (line manager, role administrator, etc.) to other users and to revoke the delegation.
78	Password Policy The Midpoint solution includes functionality to present the password policies in force at any given time to users, administrators, and auditors. For example: show this policy to users when they want to change/reset their password.
79	Required fields The Midpoint solution includes functionality to make input fields in screens mandatory, for example an explanation field for a mutation.
80	Reports The Midpoint solution includes functionality to define, modify and generate online reports directly by authorized users in the Midpoint solution portal, and make them available in formats such as PDF, print file, XLSX and CSV, with self-selectable attribute fields and queries.
81	Usage Insight The Midpoint solution includes functionality to provide insight into the number of active (heartbeat) identities in the production environment.

8.8. Remainder

82	Contract The Contractor actively participates in the Midpoint community and can, at the request of the Client, influence the Midpoint roadmap and prioritization of change requests. Further development and maintenance of the Midpoint solution by the Contractor will take place in
----	---

	line with the future product development and roadmap of the standard Midpoint core system. The Contractor has a support contract in place for the core system of Midpoint.
83	Contract The contractor has up-to-date knowledge, implementation examples, documentation and best practices to correctly carry out management, maintenance and further development of the Midpoint solution, including training and knowledge sharing of relevant functionalities.
84	Contract The Contractor will at least follow the Evolveum community releases for the hosted Midpoint solution and make these releases available to the Client in a timely manner. This includes - implementing patches and improvements; - access to improved and up-to-date connectors and the implementation of relevant updates; - support in resolving software bugs in the standard Midpoint solution (core), including reproducible bug analysis and implementing fixes in future releases (e.g, by securing an Academic subscription for Fontys at Evolveum).
85	Contract The contractor appoints a service manager as a direct point of contact for escalation of problems (both project and maintenance related). The service manager takes care of the formalization and planning of the agreements made in paragraph 3.6 and is responsible for the reporting of the meetings.
86	Contract The Contractor ensures that the Agreement, including the service level agreement, is complied with throughout its term and any extensions, and that the processing agreement is kept up to date.
87	Contract Management The Contractor shall provide SLA reports every quarter in accordance with an SLA reporting format agreed upon by the Contractor and the Client. If the service falls below the agreed level, the Contractor will take measures to bring the service up to the agreed level. These measures are elaborated in an improvement plan that is shared in writing with the Client and discussed on request.
88	Contract Management The Contractor agrees to annual strategic consultations. In addition, the Contractor shall participate at least once per quarter in the (digital) service meeting with the product owner. The purpose of this meeting is to discuss SLA results and coordinate changes for the upcoming period.

9. Award criteria

9.1. Award methodology

Bids will be judged on best price-quality ratio (BPQR). A maximum of 100 points can be obtained. For each Award criterion, the number of maximum points to be awarded is indicated. The Bidder with the best price-quality ratio (BPQR) will be eligible for award of the contract.

Award criterion	Max. number of points
Price	30
Quality	70
Total	100 points

9.2. Price

To allow for evaluation of this criterion, Bidder shall attach the fully completed price sheet as Appendix C to the Bid².

All prices to be quoted must be all-inclusive prices, stated in euros, excluding VAT. Failure to complete the price sheet in full may result in exclusion from further participation in the tender.

Furthermore, the Bidder shall, to substantiate the Total Cost of Ownership, provide a detailed price breakdown for each priced item in the price sheet (and, consequently, for each Interface), including, but not limited to, roles, hours, hourly rates, and other relevant cost components. This breakdown shall be submitted as Annex D to the Bid.

For Interfaces with target systems to be developed in the future (which are not currently included in the price sheet), the rates submitted in the Bid shall serve as a reference.

The rates specified in the price sheet shall be incorporated into the Agreement.

One-off costs

One-off costs phase 1 (technical rollout)

Bidder shall quote a price that covers all one-off costs to be incurred, including, but not limited to, the setup of the Midpoint solution in a hosted environment, technical design, configuration, implementation, testing, and the technical operational delivery of the in-scope Interfaces, including project organization, administration, training, and any other related activities.

The one-off costs should include all costs for the implementation (Phase 1 technical rollout) of the Agreement. No other or additional costs may be charged.

One-off costs phase 2 (business rollout)

For Phase 2, Bidder shall quote a price per Interface for the realization of the Interfaces. The price submitted per Interface shall cover all one-off costs to be incurred, including, but not limited to, interface design, configuration, modification of the Midpoint solution, implementation (plan), testing, technical operational delivery, project organization, administration, and other related activities.

The one-off costs should include all costs for the implementation (Phase 2 business rollout) of the Agreement. No other or additional costs may be charged.

For phase 2 (business roll-out), the price sheet asks for the costs for the realization of the necessary interfaces with the target systems (as is). However, Fontys reserves the right to realize one or more of these interfaces (phase 2) itself.

Additional support for Development (upon request)

² On TenderNed, the bid form includes a required field in which a price must be specified. The submitted price sheet and the price(s) stated thereon are leading at all times.

As indicated in Chapter 3, the Contractor is responsible for Maintenance. Development shall, in principle, be carried out by the Client's management team. The Contractor shall provide support for Development upon the Client's request. The roles to be deployed, the number of hours, and the hourly rates shall be derived from the specifications submitted by the Contractor in the Bid (one-off costs for the realization of Phase 1 and Phase 2).

Periodic costs Hosting, Support and Maintenance

Bidder shall also provide periodic costs, expressed as a quarterly price, for the components Hosting, Support, and Maintenance. The quarterly price shall include all costs for:

- Hosting: Provision, securing, and operational management of the technical infrastructure, including the Midpoint solution. No additional or separate costs may be charged.
- Support: Provision of the requested support, including, but not limited to, service desk, service management, reporting, and third-line support (escalation to the development organization/community for product defects and structural improvements). No additional or separate costs may be charged.
- Maintenance: Execution of Maintenance on the Midpoint solution (Adaptive, Corrective, Preventive, and Upgrade), including twelve (12) Interfaces. This also includes the implementation of maintenance, patches, and improvements provided by the open source community or the original development organization of the solution. No additional or separate costs may be charged.

For the calculation of the Total Cost of Ownership (TCO) for the first eight (8) years after Go Live of Phase 1, the Client assumes a total of 100,000 identities, of which 80,000 are active. Only active identities are relevant for determining the recurring costs.

Additional periodic costs for extra Interfaces (>12)

The Bidder shall also provide a surcharge per additional Interface, expressed as a quarterly price. If the number of active Interfaces exceeds twelve (12), a surcharge per additional Interface may be charged (see draft Agreement, Articles 12 and 14). For the purposes of this tender, the surcharge per active Interface per quarter shall be multiplied by the (fictive) number of Interfaces indicated in the price sheet. The total recurring costs per quarter shall be included in the (fictive) TCO calculation. The recurring costs for Hosting, Support, and Maintenance may be invoiced after Go Live of Phase 1, based on the quarterly price submitted for these three components collectively, including twelve (12) active Interfaces (price sheet item D35). The Maintenance costs shall then be recalculated annually based on the actual number of active Interfaces as of 31 December for the following calendar year. A minimum of twelve (12) active Interfaces shall always apply. No adjustments for changes in the number of active Interfaces shall be made within a calendar year. For example, if the number of active Interfaces increases from 16 to 18 during a calendar year, the recurring Maintenance costs for that year shall remain based on 16 active Interfaces. From the following calendar year onwards, the number shall be adjusted to reflect the actual number of Interfaces on the reference date of 31 December.

TCO calculation

The Award Criterion 'price' will be evaluated on the basis of the Total Cost of Ownership offered (as completed in the price sheet), where the total sum consists of:

Total sum = (Total one-off costs) + ([total periodic costs per year] * 8 years)

The Bidder with the lowest total price scores the maximum number of possible points. The score of the remaining Bidders will be determined using the following formula.

$$30 - (1,0 \times \left(\frac{\text{Bidders' price} - \text{lowest price}}{\text{Lowest price}} \right) \times 30)$$

If the score for Price, based on this formula, is lower than 0, the score shall be set at 0 (a negative score is not allowed).

Points achieved are always rounded to two decimal places.

Example calculation Award criterion Price

Bidder A, Price: €250

Bidder B, Price: €200

Score Bidder A:

$$30 - (1,0 \times (\frac{250 - 200}{200}) \times 30) = 22,5 \text{ points}$$

Score Bidder B:

$$30 - (1,0 \times (\frac{200-200}{200}) \times 30) = 30 \text{ points}$$

Note: The amounts shown are only intended to illustrate the calculation method and do not reflect the expected bid prices.

9.3. Quality

9.3.1. Evaluation procedure

Each member of the evaluation committee shall first provide an individual score per sub-award criteria, independently of the other members. The final score for each sub-award criterion will then be determined by consensus.

Evaluators will base their judgment on expert opinion and the overall impression of each award criterion. The topics and elements mentioned under each criterion are included solely for explanatory purposes; they are not to be considered as additional sub-criteria. The listed topics and elements are not exhaustive and are not presented in order of importance.

Scores are awarded on a scale from 0 to 10, where 0 = does not meet / does not comply and 10 = outstanding.

Sub-award criteria 1 and 2 will be assessed in accordance with the above procedure. The evaluation method for sub-award criterion 3 is explained in paragraph 9.3.5.

If the proposed solution under any of the qualitative sub-award criteria leads to additional costs, these must be included in the price sheet (TCO).

9.3.2. Weighting of sub-award criteria

The qualitative sub-award criteria pertain to the following topics. For each topic, the maximum number of possible points is indicated. The services offered must, at a minimum, comply with the requirements and conditions set out in the Tender Documents. If the implementation of the qualitative sub-award criteria involves any additional costs, these additional costs must be included in the Price Sheet (TCO).

Sub-award criterion (SAC)	Max. number of points per SAC
SAC 1 Implementation plan	15
SAC 2 Service delivery model	50
SAC 3 Service Level Agreement (SLA)	5
Total	70 points

In order to guarantee a minimum quality level, Bids receiving an average score lower than 6.00 out of 10.00 on sub-award criterion 1 (implementation plan) and/or 2 (service delivery model) will be excluded from further participation in the tender procedure.

The resulting score for each sub-award criterion is always rounded to two decimal places.

9.3.3. Sub-award Criterion 1 Implementation plan (phase 1)

The Midpoint solution, as described in the Tender Documents, shall Go Live within <<9 months after final award>> (phase 1, technical rollout). The Bidder shall explain how they will contribute to meeting this critical deadline.

This criterion aims to gain insight into how the Bidder approaches the implementation, organizes collaboration with the client team, and delivers phase 1 of the Midpoint solution, with continuity, quality, and partnership as central principles.

The Bidder's response shall take the following into account:

- The proposed transition strategy;
- The milestones as outlined in paragraph 3.1.4 of the Tender Document;
- The demarcation as described in paragraph 3.1.5 of the Tender Document.
- The Contractor's project manager reports to the Client's project manager.
- The Client's project manager reports to the IAM steering committee.

The Bidder shall submit an implementation plan that addresses at least the following elements:

- Implementation approach: description of the proposed approach for phase 1 (technical rollout), including the project organization (names, roles, experience), steps to be taken, and relevant implementation experience of the proposed team.
- Roles and responsibilities: clearly defined commitments and responsibilities of both the Contractor and Fontys.
- Configuration and migration: Setup, testing, and execution of the migration in accordance with the implementation demarcation (paragraph 3.1.5);
- Risks and mitigation: identification of implementation risks and proposed measures.
- Training and education: approach to training and education (see paragraph 3.1.10).
- Detailed schedule: schedule supported by a clear description of activities, project deliverables, and key milestones (in line with the proposed transition strategy).

The implementation plan shall be included as Appendix F to the Bid. The implementation plan may comprise a maximum of 6 A4 pages (single-sided). Text sections that exceed this maximum will not be included in the evaluation. Supporting appendices are only permitted for the inclusion of planning documents and schematic representations. These appendices must be relevant and reasonably limited in size.

Online presentation of the implementation plan

The implementation plan shall be presented by the proposed project manager who will actually be responsible for the implementation. The oral presentation is intended to clarify and elaborate on the written submission. The presentation will take place via MS Teams and is limited to a maximum of 60 minutes, including explanatory questions and answers.

Evaluation

The evaluators provide one judgment based on the written submitted implementation plan and the one-hour online demonstration. Scoring will follow the methodology described in paragraph 9.3.1.

The evaluation committee will evaluate:

- The extent to which and the manner in which the project team is structured and organized, including roles, responsibilities, relevant experience, and the added value of key personnel for this project;
- The extent to which the implementation plan is SMART (Specific, Measurable, Achievable, Realistic, and Time-bound) regarding all steps to be taken;
- The extent to which the implementation plan addresses risk identification and mitigation, configuration and migration activities, and planned training and education.
- The extent to which and the manner in which the proposed project organization is capable of achieving the milestones and deliverables set by the Client..

The submitted implementation plan and presentation shall form the basis of the implementation plan set out in the Agreement. The information provided is binding, and the execution of the Assignment must be consistent with it.

9.3.4. Sub-award Criterion 2 Service Delivery Model

The Bidder shall deliver the requested services based on clearly defined agreements in a service description, supported by a customer-oriented service organization, transparent communication, and an effective Midpoint solution for collaboration.

The purpose of this criterion is to provide insight into how the Bidder organizes collaboration and service delivery after Go Live of phase 1 of the Midpoint solution, with continuity, quality, and partnership as central principles.

The Bidder shall submit a description of the service delivery model, that addresses at least the following elements:

1. Collaboration and communication
 - Describe how the collaboration between Client and Contractor will be organized.
 - Describe communication channels, frequency of updates, reporting responsibilities.
 - Explain how the project organization and service organization contribute to execution, coordination, and knowledge transfer.
2. Continuity and risk management
 - Describe measures to ensure continuity of service delivery, including emergency scenarios, disaster recovery, risk mitigation, and escalation procedures.
 - Explain how planned and unplanned maintenance activities are scheduled, communicated, and executed with minimal impact, in line with SLA agreements.
3. Maintenance and support
 - Describe the approach to Corrective, Preventive, Adaptive, and Upgrade Maintenance (in line with SLA agreements).
 - Explain how maintenance of the Midpoint core software is ensured.
 - Describe the structure of the service organization, including service desk (SPOC, availability, language, knowledge level).
 - Explain how monitoring, incident management, change management, and reporting processes are organized.
4. Release and version policy
 - Describe planning and execution of new Midpoint releases, patches, and improvements, including testing, communication, and coordination with the Client.
 - Describe contractual agreements with the maintenance provider for Midpoint core software.
 - Explain how knowledge from the open-source community and other external sources, and how future improvements are functionally processed.
5. Advisory and further development

The Contractor is expected to proactively advise on relevant developments, architecture, changes, and innovations, and to translate these into concrete proposals that contribute to the objectives and maturity level of the Midpoint solution.

 - Describe how collaboration between Client and Contractor is organized for advisory services and further development.
 - Explain how community knowledge and best practices are used to advise on functional improvements, optimizations, and future-proofing for the Client.
 - Provide examples of previous advisory services leading to improvements or process optimizations in comparable organizations.

The service delivery model shall be included as Appendix G to the Bid. The description may comprise a maximum of 10 A4 pages (single-sided). Text sections that exceed the requested maximum will not be included in the evaluation.

Online presentation of the service delivery model

The submitted service delivery model shall be presented by the proposed service delivery manager (or account manager) who will actually be responsible for the ongoing collaboration and service delivery during the term of the Agreement. The oral presentation is intended to clarify and elaborate on the written submission. The presentation will take place via MS Teams and is limited to a maximum of 60 minutes, including explanatory questions and answers.

Evaluation

The evaluators provide one judgment based on the written submitted service delivery model and the one-hour online demonstration. Scoring will follow the methodology described in paragraph 9.3.1.

The evaluation committee will evaluate:

- The extent to which and the manner in which the Bidder has organized collaboration and communication with the Client, including clear arrangements regarding governance, reporting, and escalation.
- The extent to which and the manner in which the service organization and operational processes (including maintenance, support, release management, continuity, and risk management) are structured and the added value of this approach has been demonstrated
- The extent to which and manner in which the Bidder contributes to advisory services, (functional) improvements, optimizations and futureproofing of the Midpoint solution.
- The extent to which and manner in which the Bidder utilizes community knowledge, opensource contributions, and external sources to ensure the sustainability and future-proofing of the solution.

The information provided in the submitted service delivery model and presentation shall be binding, and the execution of the Assignment must be consistent with it.

9.3.5. Sub-award Criterion 3 Service Level Agreement (SLA)

Fontys seeks to incentivize Bidders to offer higher service levels than the minimum contractual requirements. Under this sub-award criterion, points will be awarded proportionally for each sub-criterion depending on the level of service offered.

The service levels apply to the entire Midpoint solution offered, including the underlying hosting infrastructure, the Midpoint core software, and Interfaces with source and target systems.

The minimum SLA requirements are specified in Article 8 of the Agreement. The scores obtained under this sub-award criterion will be incorporated into the final Agreement with the Contractor.

For the purpose of evaluation, the Bidder shall complete Appendix H – SLA Form.

Note: If the minimum requirement for any sub-criterion is not met, the Bidder shall be excluded from participation.

Sub-criterion	Minimum requirement (0 points)	Maximum threshold (1 point)	Scoring (method)
Availability guarantee (24/7/365, excluding planned maintenance)	99.0%	99.5%	Formula: (Availability – 99.0) / 0.5 99,0%=0 99,1%=0,2 99,2%=0,4 99,3%=0,6 99,4%=0,8 ≥99,5%=1,0
Penalty for not meeting annual availability target (discount on next quarterly invoice)	5%	≥10%	Formula: (Penalty – 5) / 5 5%=0 6%=0,2 7%=0,4 8%=0,6 9%=0,8 ≥10%=1,0
Resolution time for P1 – Critical incidents (time from registration to final resolution within the service window) ³	8 hours	4 hours	Formula: (8 – Resolution time) / 4 8h=0 7h=0,25 6h=0,5 5h=0,75 ≤4h=1,0
Resolution time for P2 – High incidents (time from registration to final resolution within the service window)	16 hours	8 hours	Formula: (16 – Resolution time) / 8 16h=0 14h=0,25 12h=0,5 10h=0,75

³ Incidents related to self-service shall always be classified as P1 – Critical

			$\leq 8h=1,0$
Penalty for not meeting P1/P2 resolution times (discount on next quarterly invoice)	5%	$\geq 10\%$	Formula: $(\text{Penalty} - 5) / 5$ $5\%=0$ $6\%=0,2$ $7\%=0,4$ $8\%=0,6$ $9\%=0,8$ $\geq 10\%=1,0$

9.4. Final score

The sum of the points obtained for the award/sub-award criteria provides the final total for the Bid in question.

In case of identical scores, the number of points allocated for the Award Criterion of Quality will be decisive. If this rule does not yield a winner, the winner will be selected by drawing lots between the Bidders with an equal number of points. Representatives of the parties involved may be present at this drawing.

Based on all available information, the evaluation committee will arrive at an overall evaluation and choice. This is the Bidder who meets all the requirements and has achieved the highest final score.

9.4.1. Verification

The Bidder with the most points will be invited for an interview to discuss the submitted Bid and to verify the information provided. In preparation, the Contracting Authority will identify components for which the information provided by the Bidder must be verified or for which supporting documents or further information must be submitted by the Bidder.

If it is revealed that what the Bidder has stated or offered is incorrect, the Contracting Authority has the right to exclude the Bidder from participation or, if the Agreement has already been concluded, to terminate the Agreement with immediate effect. If a Bidder is excluded, the evaluation scores of the remaining Bidders will be recalculated.

Contracting Authority then has the option to continue the procedure with the Bidder who finished second, third and so on. The relevant Bidder will be liable for damages as such.

All costs incurred to reach a new Agreement will be recovered, without prejudice to other rights. By submitting a Bid for this tender, you the Bidder explicitly agree to this.

10. Appendices

Background information for the Bidder

Appendix 1	Draft Agreement
Appendix 1A	Processing agreement including appendices: - <i>A-1: Concerning the processing</i>
Appendix 2	Draft standby agreement
Appendix 3	Current ICT landscape
Appendix 4	Explanation of the transition strategy
Appendix 5	Interfaces - Systems to be interconnected
Appendix 6	Security measures based on the Surf Legal Standards Framework Cloud Services

Complete and submit to TenderNed along with Bid

Appendix A	European Single Procurement Document (ESPD)
Appendix B	Reference statement
Appendix C	Price sheet
Appendix D	Specification price sheet (see paragraph 9.2)
Appendix E	Extract (or copy of an extract) from the professional or trade register of the country in which they have their registered office.
Appendix F	Response to SAC 1: Implementation plan (free format)
Appendix G	Response to SAC 2: Service delivery model (free format)
Appendix H	Response to SAC 3: SLA
Appendix I	Hosting, maintenance and support terms/SLA