

Attachment 6 – Memorandum of information 2: Advice and Specific Expertise ROK Aviation 3

In this memorandum of information (NVI 2) , the submitted (anonymised) questions are presented together with the corresponding answers provided by the contracting authority. This memorandum of information thereby becomes an integral part of the European tender under TenderNed reference **TN 566654** and its associated annexes.

Question no.	Add. Info	Document	Question	Answer
1		Programme of Requirements, page 7 down	Is IB-1 checked based on each individual call-off, or is this a general requirement for all activities within the framework?	This concerns a general information security requirement for all activities within the framework in which information processing takes place in an information system.
2		Programme of Requirements, page 7 down	How is compliance with IB-1 monitored?	The client requests demonstrable evidence from the contractor, for example in the form of a certification, a Statement of Applicability, or an audit report issued or performed by an independent third party.
3	P4	General – Submission	Scope of the lot: Must a bidder demonstrate that they can cover the full width of the lot, or is it possible to submit a bid based on demonstrable expertise in one or more specific sub themes within the lot (such as labour market issues within Lot 4)? How are subsequent assignments allocated – based on lot wide selection or based on alignment with the specific assignment?	Sub question 1: The tenderer must comply with the specified reference requirements, which are described per lot in paragraph 2.5.3 Technical competence and professional capability of the Descriptive Document and in Annex 16 – Reference Assignment Template. These requirements may differ per lot. Sub question 2: The allocation of subsequent assignments is described in the Descriptive Document under paragraph 1.4 Operation of the Framework Agreement.
4		General – Submission	Subcontracting: What requirements apply to subcontractors? Must they also meet the minimum requirements for the lot, or does this apply only to the main contractor? Must the subcontractor be declared in advance at the time of submission?	Sub questions 1, 2 and 3: The requirements that apply to the subcontractor are described in the Descriptive Document under paragraph 2.2.2 Other Subcontractors.
5		General – Submission	Reference requirements: What are the minimum reference requirements per lot (scope, sector, period)? May references be shared between lots?	Sub question 1: The tenderer must comply with the reference requirements as described in paragraph 2.5.3 Technical competence and professional capability of the Descriptive Document and in Annex 16 – Reference Assignment Template. These requirements may differ per lot. Sub question 2: You must submit the requested references for each lot.
6		General – Contract Conditions	Rate structure: Are rates established per job profile or per lot? Is there room for indexation during the term of the framework agreement?	Sub question 1: The rates are established in the Subsequent Agreement (the NOK). Sub question 2: If applicable, indexation will be arranged in the NOK.
7		General – Contract Conditions	Volume guarantee: Are there guaranteed minimum purchase volumes per lot, or is it a pure call off contract without any volume guarantee?	No, there are no guaranteed minimum purchase volumes per lot. Please refer to the estimate included in the Descriptive Document under paragraph 1.1.5 Duration and scope of the assignment.
8		General – Contract Conditions	Term: What is the intended duration of the framework agreement, and on what basis are extension options granted?	This is described in the Descriptive Document under paragraph 1.1.5 Duration and scope of the assignment.
9		General - Strategy	Combined offer: Are bids for multiple lots evaluated independently, or is there room to present an integrated approach across several lots as a distinguishing element?	The submissions will be evaluated per lot and independently of each other. Please also refer to the Descriptive Document under paragraph 1.2.3 Number of parties to be contracted – Tenderers may submit bids for multiple lots. Submissions are assessed separately for each lot.
10	P4	Annex 1 – Lot 4	Labour market issues: Which specific labour market themes are on the agenda for the upcoming contract period? Does it concern sector-wide research or specific job groups (e.g., pilots, ATC, ground staff)?	At this moment, no specific labour market themes or job categories have been predefined for the upcoming contract period. The exact scope of any potential studies will be determined on a task by task basis, depending on the issues that are relevant within the aviation sector at that time and on the information needs of the Ministry of Infrastructure and Water Management (IenW).
11	P4	Annex 1 – Lot 4	Data availability: Which existing datasets on employment, training capacity, and job development in the aviation sector are available to contractors?	There is no predefined overview of datasets. If relevant data are available and permitted to be shared, they can be provided to the contractor on a task by task basis. An example of a dataset is the 'Bedrijfseconomische schets Schiphol cluster, 2010–2025' by Statistics Netherlands (CBS): https://www.cbs.nl/nl-nl/maatwerk/2025/51/bedrijfseconomische-schets-schiphol-cluster-2010-2025 .
12	P4	Annex 1 – Lot 4	AEOLUS model: Will the AEOLUS forecasting/simulation model be made available to contractors, or will they work in parallel with their own models?	Yes, this model is made available for projects in which its use is required. However, the AEOLUS model is not always the most suitable option. In such cases, contractors are permitted to use their own models.

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13	P4	Annex 1 – Lot 4	CBA standard: Does the Ministry of Infrastructure and Water Management (IenW) apply a fixed CBA methodology (e.g., the OEI guidelines), or is there room for sector specific adjustments?	For conducting a cost benefit analysis, the Werkwijzer Luchtvaart (Guideline for Aviation) is used as the methodological framework: https://www.rijksfinancien.nl/sites/default/files/extrainfo/MKBA/Werkwijzer%20luchtvaart.pdf
14	P4	Annex 1 – Lot 4	International coordination: To what extent are assignments in Lot 4 coordinated with European bodies (EUROCONTROL, EASA), or are these purely national assignments?	Assignments within Lot 4 are, in principle, focused on national issues. If relevant to the specific assignment, coordination may take place with international or European organisations, such as EUROCONTROL or EASA.
15	P6	Descriptive document – para. 2.5.3 cf. 6.2 (p. 20)	Although we have extensive experience with the (inter)national development of legislation and regulation in related domains—such as the defence and energy sectors—we currently do not have concrete case studies within unmanned aviation. Will this lead to exclusion, or will it only affect the evaluation of the case study?	Depending on the reference requirements set out in paragraph 2.5.3 Technical competence and professional capability of the Descriptive Document and in Annex 16 – Reference Assignment Template, you may either meet or not meet these requirements.
16	P7	Lot 7	The description of the assignment places emphasis on outlining project and programme management and control within aviation developments. However, the three evaluation criteria do not explicitly request examples of projects in which this relevant knowledge and experience have been applied. To what extent will the inclusion of concrete project insights or practical examples be taken into account in the evaluation? In other words, does providing specific project experience influence the scoring? In our view, Annex 16 (Reference Assignment Template) contains limited focus on project substance.	We refer you to the reference requirements set out in paragraph 2.5.3 Technical competence and professional capability of the Descriptive Document and in Annex 16 – Reference Assignment Template, under the required competencies. The sub award criteria for Lot 7 are described in Annex 3 – Sub award Criteria 1 – Lots 1 to 8 on page 17, in the last paragraph of the grey box: Your submission will be assessed on the extent to which your description aligns with the desired situation/context, addresses all aspects in detail, provides a realistic depiction, is supported where applicable by concrete (practical) examples, and demonstrates clear added value for the contracting authority.
17	P8	Annex 1 - Lot 8	Scope of stakeholder/environmental management: Does this lot concern stakeholder/environmental management in both policy development and project implementation (e.g., construction or modification of airports), or is it primarily focused on national level policy processes?	It is primarily focused on the policy processes of the Ministry of Infrastructure and Water Management (IenW) at the national level.
18	P8	Annex 1 - Lot 8	Airports in scope: Are all Dutch airports (Schiphol, Eindhoven, Rotterdam, regional airports) included in scope, or does the scope primarily concern nationwide policy dossiers?	It concerns environmental management for aviation policy in general, and specifically for Amsterdam Airport Schiphol and the civil airports of national significance (Groningen Airport Eelde, Lelystad Airport, Maastricht Aachen Airport, and Rotterdam The Hague Airport).
19	P8	Annex 1 - Lot 8	Balance between advisory and execution roles: Are contractors expected to fully carry out participation processes, or is their role primarily advisory/supportive (with the Ministry of Infrastructure and Water Management executing the processes itself)?	Both.
20	P8	Annex 1 - Lot 8	Sensitivity of dossiers: What level of confidentiality requirements applies to sensitive dossiers (e.g., Schiphol/nitrogen issues)? Are security clearances required?	Depending on the assignment, it will be determined whether additional confidentiality requirements apply.
21	P9	Annex 1 - Lot 8	Alignment of communication policy: How does stakeholder/environmental management relate to IenW's internal communications department? Who holds final responsibility for external communications?	The Communications Directorate is primarily responsible for public communication. Environmental management focuses, in addition to stakeholder management, on environmental communication (often in collaboration with communications advisors) and always in coordination with the Communications Directorate.
22	P10	Annex 1 - Lot 8	Use of instruments: Which participation techniques for stakeholder/environmental management has the Ministry of Infrastructure and Water Management (I&W) previously used in relation to adjustments to flight routes, and with what results?	"See the Participation Guide (https://www.rijksoverheid.nl/binaries/rijksoverheid/documenten/publicaties/2023/05/25/wijzigingsproces-luchtruim-en-vliegprocedures/Handreiking+Participatie.pdf) for aviation related participation techniques. The responsibility for adjusting flight routes lies primarily with LVNL. Results vary; sometimes a form of participation provides input for or leads to adjustments in policy, while in other cases this is less so."

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23		Intellectual Property Rights (Article 7 of the Agreement in conjunction with Article 23 of ARVODI-2025)	<p>If the Contractor is required to transfer the intellectual property rights to the results to be delivered by us, the Contractor wishes, at a minimum, to limit the distribution thereof. It is common practice in the sector that the dissemination of work products is restricted and/or that conditions are attached to such dissemination. The Contractor therefore proposes the following additional provision:</p> <p>'In addition to Article 7 of the Agreement in conjunction with Article 23 of ARVODI 2025, the Parties agree as follows: The Client shall not, without the Contractor's prior written consent, disclose to third parties any information regarding the Contractor's approach or working methods, nor shall the Client make the Contractor's proposal, reports, advice, or other written deliverables available to third parties and/or publish them. The Client shall also ensure that third parties cannot gain access to the content referred to in the previous sentence. The Client is, however, entitled—without the Contractor's prior written consent—to publish or provide to third parties the final report prepared by the Contractor under this assignment if required to do so by any statutory provision or court ruling. Should the Client provide or publish the final report on the basis of a statutory requirement or court ruling, the Client shall inform the Contractor thereof in writing in a timely manner prior to such disclosure and/or publication.</p>	<p>We cannot agree to the proposal made. In Memorandum of information 1, in our response to question 61, we indicated, among other things, that in certain cases we are required to provide the delivered results to third parties. We also pointed out the active and passive disclosure obligations under the Open Government Act (Wet open overheid).</p> <p>We can imagine that the delivered results may contain advice, or that the contractor's approach, methods, and related elements may be reflected in the delivered results. Therefore, we cannot commit to removing or redacting advice or elements relating to the contractor's approach, methods, or similar aspects from the delivered results when these results must be provided.</p>
24		Liability Insurance (Article 10.1 of the Agreement)	<p>In your response to question 59, you state that Article 10.1 of the Agreement will be amended. In your response to question 18, you indicate that the amounts relate to the insurance and the liability. This appears to be contradictory, as the (amended) wording of Article 10.1 refers only to the insurance and not to the liability. Could the Contracting Authority provide further clarification on what exactly is intended with Article 10.1?</p>	<p>Article 10.1 shall read as follows: In deviation from Article 19.2 of the ARVODI 2025, the Contractor shall have a business liability insurance policy with coverage of at least €2,500,000 per incident and €5,000,000 per year.</p>
25		Data Processing Agreement	<p>General</p> <p>The Contractor takes the position that, with respect to the agreed services, it qualifies as a Controller and is therefore not obliged to enter into the ARVODI 2025 Data Processing Agreement with you. Are you therefore willing to reconsider your answer to question 70 and declare the Data Processing Agreement inapplicable?</p> <p>Should you nevertheless insist on applying the Data Processing Agreement, we would like to submit the following questions/text proposals regarding its content.</p>	<p>No, response 70 from Memorandum of information 1 remains applicable. This also applies to the Data Processing Agreement. As a general principle, no article of the Data Processing Agreement will be amended. This implicitly means that the requested articles referred to in questions 26 through 30 will not be modified.</p>
26		Data Processing Agreement	<p>Sub processor and data transfers (Art. 7 and Art. 5.4)</p> <p>The Contractor regularly works with (supporting) technology and with entities that are part of our international network. It is impractical for the Contractor to obtain written consent for each individual case. The Contractor therefore requests general consent for engaging (1) entities that are part of our international network, and (2) supporting (IT) service providers that deliver services to the Contractor in areas such as hosting, cloud services, support, and maintenance. Are you willing to grant such consent?</p> <p>The engagement of sub processors may involve the transfer of Personal Data outside the EEA. In connection with the above, the Contractor therefore proposes the following amendment to Art. 5.4:</p> <p>'Insofar as the engagement of Sub processors, as described in Article 7, results in the transfer of Personal Data to countries outside the EEA, the Client consents to this transfer of Personal Data. If Personal Data are transferred to countries outside the EEA without an adequate level of protection for personal data processing, the Contractor shall ensure compliance with the transfer safeguards required under Chapter V of the GDPR.'</p> <p>Are you willing to adopt this proposed text?</p>	<p>No, see the answer to question 25.</p>

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27		Data Processing Agreement	Return or deletion of Personal Data (Art. 10.1 and 10.3 DPA) Due to standard backup procedures, it is not always technically possible to delete or return all Personal Data. Personal Data and copies stored in backup media or other electronic data storage systems, latent data and metadata, for example, are difficult to return or erase. Therefore, Article 10 of the DPA should be supplemented to state that Personal Data must be returned and/or deleted only insofar as this is technically possible and economically reasonable. Are you willing to agree to this addition?	No, see the answer to question 25.
28		Data Processing Agreement	Penalty clause (Art. 10.3 DPA) Article 10.3 of the DPA contains a penalty clause. We consider the inclusion of a penalty clause undesirable. Agreeing to penalties is furthermore unnecessary, as statutory law and the contractual terms already provide a safeguard regarding the Contractor's liability and the resulting obligation to compensate damages in the event of a breach of the obligations under the agreement. We therefore request that the penalty clause in Article 10.3 DPA be declared inapplicable. Are you willing to agree to this?	No, see the answer to question 25.
29		Data Processing Agreement	Duty to inform and audit (Art. 11 DPA) The Contractor wishes to add the following sentence to Article 11.2 of the DPA: 'Such an audit shall be announced in advance and in a timely manner, and shall take place in consultation with and under the conditions set by the Contractor. The audit shall be limited to the Processing activities carried out by the Processor on behalf of the Controller and to the systems in which such Processing activities take place, and may take place no more than once (1) per year.' With respect to providing information to demonstrate that the obligations under this Data Processing Agreement have been and are being complied with, the Controller must observe the necessary level of confidentiality. The Contractor therefore requests that the following provision be added to Article 11 of the DPA: 'All information relating to procedures, registers, and any other data of the Processor that the Controller receives pursuant to this Data Processing Agreement shall be classified as confidential information and shall be treated as such, and may not be disclosed further internally or made available externally in any way.'	No, see the answer to question 25.
30		Data Processing Agreement	Absence of an indemnity in favour of the Contractor It is both desirable and common practice within the sector to agree an indemnity in favour of the Contractor. Given the sensitivity and volume of the Personal Data and the interlinkage between various databases, the Contractor considers an indemnity not only reasonable but also necessary. Are you therefore willing to agree to the following provision? 'The Client warrants that the Processing of Personal Data under the Agreement is lawful and does not infringe the rights of Data Subjects. The Contractor shall not be liable for any damage arising from or related to the Client's failure to comply with the Applicable Privacy Legislation. Without prejudice to any other indemnities provided by the Client under the Main Agreement, the Client shall indemnify the Contractor against all claims by Third Parties in connection with such damage. This indemnity includes not only the damage suffered by Third Parties (both material and non material) but also the costs incurred by the Contractor in connection therewith, such as costs related to any legal proceedings and penalties imposed on the Contractor. The Contractor's total liability for damage under the Agreement and this Data Processing Agreement combined shall be limited to the liability cap set out in the Agreement.'	No, see the answer to question 25.

Question no.	Add. Info	Document	Question	Answer
31	P7	Annex 16 Model Reference Assignments	Annex 16, reference for Lot 7. The description states that the reference must meet the following competency: "KC:7 The tenderer has demonstrable knowledge of and experience in the aviation sector in deploying suitable candidates for effort based assignments, specifically within aviation, either through its own organisation or through its own network. The assignment must concern an organisation with more than 400 employees (FTE). The deployed candidates must have been assigned to one of the following roles: project/programme manager, project controller, financial adviser, project secretary." Could you clarify what is meant by 'organisation' in this context? Does this refer to the total number of employees of the overarching organisation within which the assignment was carried out, or must the assignment have been performed within an organisational unit that independently comprises more than 400 employees (FTE)?	The assignment must have been carried out within an organisational unit that itself comprises more than 400 employees (FTE). This refers, for example, to a core ministry department, an agency (such as Rijkswaterstaat), or a company with more than 400 employees.
32	P5	Descriptive document	In the description of Lot 5 in Annex 1, three aspects are explicitly highlighted: "airspace", "airspace redesign", and "integration of offshore mining and wind farms". In the Descriptive Document and Annex 16, however, the core competencies focus on "airspace", "air traffic management", and "environmental aspects". In addition, the Lot 5 case description also mentions several elements related to these three core competencies. Could you clarify how you would like the aspects mentioned in Annex 1 to be addressed, particularly regarding the knowledge and skills related to offshore wind farms?	The contractor must have demonstrable knowledge of relevant international regulations and standards (such as ICAO Annex 14 Volume II – Heliports, ICAO Doc 9261 Heliport Manual, and applicable EASA regulations, for example Regulation (EU) No 965/2012 on air operations). Specifically for the design and flight validation of (PinS) flight procedures, the contractor must demonstrate experience in designing in accordance with ICAO DOC 9906 Quality Assurance Manual for Flight Procedure Design (including ICAO Doc 8168 PANS-OPS for instrument flight procedures). In the area of aeronautical studies and safety studies, the contractor must work in accordance with the applicable international standards as described in and based on ICAO Annex 19 / Doc 9859 Safety Management Manual.
33	P5	Descriptive document	The three requested core competencies for Lot 5 are all described as relating to "issues of a more economic nature, and of a political-administrative/governance nature." However, the lot description in Annex 1 lists a wide range of technical and operational topics, such as the design of flight procedures (including RNP AR and PinS), development of operational concepts, management of technical projects, impact analysis (including environmental/noise impacts), Annex 14 obstacle limitation surfaces, etc. To what extent do you consider these technical/operational skills and expertise relevant when selecting the references we should submit?	Technical and operational knowledge is of great value for almost all issues related to airspace. This is due in part to the various (complex) flight procedures, the (technical/operational) stakeholders involved, and the specific expertise required for matters such as noise measurements. Therefore, it is indeed important that these skills and areas of knowledge are clearly described in the references to be provided.
34	Question 17	Memorandum of information 1 – Questions and Answers (NL)	Further to your response to question 17 of the first round of the Information Notice: Is a party permitted to submit an offer independently, or as part of a consortium (but not as a subcontractor), for one lot, while the same party also submits an offer—independently, as part of another consortium, or as a subcontractor—for another lot?	Parties may submit tenders for multiple lots. This is described in the Descriptive Document under paragraph 1.2.3 Number of parties to be contracted – Tenderers may submit bids for multiple lots. Submissions are assessed separately for each lot.
35	P4	Descriptive document and annex 16 - lot 4	Could you clarify what is meant by core competency 4.2: "The tenderer has demonstrable knowledge of and experience with quantifying climate effects"? Does this refer to the quantification of greenhouse gas emissions, or to the quantification of their impacts on the climate? Furthermore, is it required that this competency be demonstrated specifically within the aviation domain?	This concerns the ability to quantify greenhouse gas emissions in the aviation context, in line with the case description: 'The Ministry of Infrastructure and Water Management (IenW) wishes to map the broader economic and climate impacts of such a system. In doing so, the Ministry seeks at least insight into the effects on the network (hub), economy, flight movements, passenger numbers, freight, climate, diversion, non CO ₂ , competitiveness of the aviation sector, and tax revenues.
36		Descriptive document	Compliance with the listed (core) competencies will be demonstrated by the Bidder through the submission of reference assignments. Could you confirm that international references (e.g. from an international network) may be used for this purpose?	Yes.
37	Art. 3.5	Descriptive document para. 3.5	You state here that the Bidder must submit a 'Compliance Matrix / Technical Specification' as part of the bid. Could you clarify what exactly you mean by this?	By mistake, the compliance matrix was included in the table of paragraph 3.5 of the Descriptive Document. Compliance matrix / technical specifications will be changed to Annex 5 Mandatory Completion Forms. You must submit Annex 5, duly completed, with your tender. This also applies to consortiums and third parties.
38	Art. 3.5	Descriptive document para. 3.5	You state here that, upon request, the Bidder must provide 'a written statement issued by a registered accountant or an Accountant Administration Consultant'. Could you clarify what exactly is meant by this requirement?	A written statement from a certified public accountant (RA) or an accounting consultant (AA) only needs to be submitted upon our request during verification. The written statement from a certified public accountant (RA) is an official, independent opinion on the reliability of financial information, such as an annual financial statement.

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39	P7	Aviation Policy Document 2020–2025	Does "Aviation Policy Memorandum 2020–2025" refer to the "Aviation Policy Memorandum 2020–2050"?	Yes, this refers to the Aviation Policy Document 2020–2050.
40	P6	Purpose of the assignment	Is the objective of this assignment to use a policy framework to bring the right stakeholders together in order to shape legislation and regulation, or is the objective primarily to substantively develop the policy framework itself?	The aim is to establish an (initial) policy framework.
41	P6	Pilot area	How does the assignment to be carried out in this case relate to the 'pilot project' mentioned earlier in the case description?	The mentioned testbed has been outlined as the context within which the assignment described in the elaboration must take shape.
42	P7	Election manifestos and coalition agreement	Given the developments of the newly formed coalition, how does the coalition agreement relate to the election programmes referred to in this case?	In the case description, it is indicated that the description should make use, among other things, of the Outcomes of the Parliamentary Elections in combination with the election programmes of the political parties – elections 2025. The coalition agreement is considered an outcome of the Parliamentary Elections.
43	P2	Focus of the policy instruments	Where is the primary focus of the policy instruments: on reducing emissions and nuisance originating from the airport (e.g., through fiscal policy instruments), or on measures originating from provinces/municipalities (e.g., obligations/guidelines related to spatial planning)?	The national government is the competent authority for the airports Schiphol, Lelystad Airport, Rotterdam The Hague Airport, Maastricht Aachen Airport, and Groningen Airport Eelde. Policy and legislation from the ministry are developed and applied exclusively to these airports. For other civil airports, the provinces are responsible. For military airports, the Ministry of Defence is responsible. The Ministry of Infrastructure and Water Management (IenW) develops policy and legislation aimed at reducing the negative impacts of aviation (for example through standards on noise exposure and emissions) and at protecting the surrounding environment by establishing restriction zones that competent authorities must take into account in their spatial planning.
44		Annex 5.4 Exclusion Grounds	To which annex is Annex 5.4 Exclusion Grounds referring? Annex 6 in this tender contains the questionnaire.	We assume that by this you are referring to Annex 5 Mandatory Completion Forms, under section 4 Exclusion Grounds. Annex 6 contains an incorrect reference to the ESPD form. We will correct this.
45		Compliance Matrix / Technical Specifications	What is meant by the compliance matrix / technical specification referenced on page 26 of the descriptive document?	By mistake, the compliance matrix was included in the table in paragraph 3.5 of the Descriptive Document. Compliance matrix / technical specifications will be changed to Annex 5 Mandatory Completion Forms. You must submit Annex 5, duly completed, with your tender. This also applies to consortiums and third parties.
46	Annex 5	Annex 5	In Annex 5 TN 566654, page 8 of 23, you can only select 5 lots, while there are 8 lots in total. Could you clarify why only 5 can be selected?	The format of Annex 5 – Mandatory Completion Forms is configured for no more than five lots. We will adjust the annex accordingly.
47	Para. 2.2	Descriptive document	If subcontractors may play a role during the term of the ROK LV3 but have not been consulted to meet the suitability requirements under paragraph 2.5, should they only be listed in Annex 5? Or must these subcontractors also each complete a European Single Procurement Document (ESPD/UEA)?	The requirements that apply to the subcontractor are described in the Descriptive Document under paragraph 2.2.2 Other Subcontractors.
48	Para. 2.2	Descriptive document	In the case of a consortium: must only the consortium members submit an individual ESPD, with the subcontractors named in that document? Or must both the consortium members and the subcontractors each complete and submit an individual ESPD?	The requirements that apply to the subcontractor are described in the Descriptive Document under paragraph 2.2.2 Other Subcontractors.
49	SG 1 case question Lot 3	Sub award criteria for Lots 1 to 8 (Annex 3)	Could you indicate how many points can be obtained for each evaluation aspect?	The overall impression of the stated individual sub aspects and the extent to which the elaboration aligns with the question will be assessed. In doing so, consideration is given to the extent to which your description aligns with the desired situation/context, addresses all aspects in detail, presents a realistic picture, is supported where applicable with concrete (practical) examples, and provides clear added value for the contracting authority. This sentence will be added to the Descriptive Document (BD, paragraph 3.2.1 Sub award Criteria, page 25).
50	SG 1 case question Lot 3	Sub award criteria for Lots 1 to 8 (Annex 3)	Could you indicate where you would prefer the emphasis of the plan of approach to lie? Do you expect a plan that is primarily focused on process and policy, or one that is more focused on technical and substantive aspects?	The plan of approach should focus in particular on the substantive technical justification that can be used in the policy advice. That does not mean that the plan of approach for the research process is unimportant. It does not need to be worked out in great detail, but it should inspire sufficient confidence that valid results can be generated.
51	SG 1 case question Lot 2	Sub award criteria for Lots 1 to 8 (Annex 3)	How are knowledge and experience taken into account in the evaluation of the response to this case question?	Your submission will be assessed on the extent to which your description aligns with the desired situation/context, addresses all aspects in detail, presents a realistic picture, is supported where applicable by concrete (practical) examples, and provides clear added value for the contracting authority.
52	SG 1 case question Lot 4	Sub award criteria for Lots 1 to 8 (Annex 3)	How are knowledge and experience taken into account in the evaluation of the response to this case question?	Your submission will be assessed on the extent to which your description aligns with the desired situation/context, addresses all aspects in detail, presents a realistic picture, is supported where applicable by concrete (practical) examples, and provides clear added value for the contracting authority.

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53	SG 1 case question Lot 6	Sub award criteria for Lots 1 to 8 (Annex 3)	How are knowledge and experience taken into account in the evaluation of the response to this case question?	Your submission will be assessed on the extent to which your description aligns with the desired situation/context, addresses all aspects in detail, presents a realistic picture, is supported where applicable by concrete (practical) examples, and provides clear added value for the contracting authority.
54	SG 1 case question Lot 6	Sub award criteria for Lots 1 to 8 (Annex 3)	The case presentation discusses the "establishment of a pilot area" (page 14). This fictional case is populated with example stakeholders and asks for an approach that balances the benefits of drone use with protection against unwanted drone activities. However, in the elaboration of the case, a possible assignment is formulated that should lead to an (initial) policy framework, and therefore requests a plan of approach to deliver this (page 15). Is it intended that the actual response to the case question should focus primarily on how a drone pilot area can be established—given the complex context—or should the response focus more on addressing the possible assignment to develop a plan of approach for an initial policy framework?	See the answer to question 41.
55	SG 1 case question Lot 4	Sub award criteria for Lots 1 to 8 (Annex 3)	You request that the proposed plan of approach should in any case address policy instruments. However, the case concerns the application of only one policy instrument: an air passenger tax. Could you indicate what you expect in this case with respect to the consideration of (other) policy instruments?	That is correct — the case concerns aviation taxation. Various variants are possible within this framework, but it does not necessarily involve other policy instruments.
56	Art. 1.4	Descriptive document para. 1.4	In paragraph 1.4 it is stated that a distinction is made between five options. However, in the enumeration only four options are numbered. The numbering of the second option ('Assignments with a total value from €50,000.00 (excl. VAT)') is missing. As a result, further on in the text, when reference is made to 'the procedure as described under 2', the incorrect procedure is cited. We kindly request that the numbering be corrected in order to avoid misunderstandings.	We will correct this error in the numbering under paragraph 1.4 of the Descriptive Document.
57	P2	Descriptive document para. 2.5.3.	Core Competencies Lot 2: Only one core competency is requested for Lot 2. This core competency refers to knowledge in the field of noise and/or emissions (1) and health effects (2). We possess expertise in both of these core areas, but the combination of these topics makes it difficult to provide a single reference that covers all elements of CC2. Would it be possible to: separate the core competency into, on the one hand, 'in the field of noise and emissions' and, on the other hand, 'health effects of noise or emissions', or; allow the submission of multiple reference assignments for CC2 in order to cover all required aspects? This would enable us to demonstrate that we do possess all components of the required core competency.	Under paragraph 2.5.3, the following is included under Core Competencies: For all lots: The tenderer must submit one (1) reference assignment per core competency (CC) (per lot) to demonstrate that they meet (or can meet) the core competency(ies), unless explicitly stated otherwise for the respective lot. For Lot 2 – Living Environment – CC 2: The tenderer has demonstrable knowledge of and experience with politically sensitive issues concerning the effects of aviation on the living environment, including in the area of noise or emissions and the related health effects. This section does not include the wording and/or but specifically uses the word or.
58	Annex 4	Annex 4 Sub award Criterion 2 – ROK LV3 Questionnaire – all Lots	In question 1.2 regarding the use of AI, the wording refers to 'performing and reviewing'. However, in the answers only 'reviewing' is addressed. Should the answers not explicitly refer to both 'performing and reviewing'?	Correct, we will adjust the text and add the word execute in Annex 4 Sub award Criterion 2 – ROK LV3 Questionnaire – all lots, under question 1.2.
59		Annex 16 Model Reference Assignments	In Annex 16 (reference assignment template), it is only possible to select one core competency and link a reference to it per lot. However, multiple references are requested per lot when multiple core competencies are listed. Is it the intention that we manually copy and paste the table to add additional sections?	We have checked this and will adjust the format. You can also easily adjust this yourself by double clicking the box you want to select. A pop up will appear, allowing you to change the default value from disabled to enabled. You will need to do this for each box individually.
60	Question 17 and 23	Memorandum of information 1	In your responses in the Information Notice published on 24 February 2026, specifically to questions 17 and 23, you do not address the possibility described in paragraph 1.4 of the descriptive document, namely the option of a modified mini competition. In that scenario, it is explicitly stated as an example that cooperation between consortium partners within a lot is possible, albeit expected to occur only occasionally. In such a situation, can the form of cooperation also take the shape of a main contractor / subcontractor arrangement?	In the event that the contracting authority chooses to issue an amended mini competition, it may be possible that the main contractor/subcontractor structure is permitted. For each amended mini competition, the participant will indicate what the intended structure of the assignment is.

Question no.	Add. Info	Document	Question	Answer
61	P4	Annex 3- Memorandum of information 1	For the case study of Lot 4, do we understand correctly that the research proposal and the hypothesis—although they address the same topic—should be considered as two separate components of the response?	Yes. The research report (maximum 3 pages) and the substantive hypothesis (maximum 1 page) are considered two separate components of the response. The hypothesis serves as a concise substantive reflection on the potential effects of the policy options examined.
62		Descriptive document	You state that: 'The working language of the Tender Documents, the tender procedure itself and the performance of the contract is Dutch. Documents submitted by you must be written in the Dutch language or the English language. If the requested information concerns an official document that is not available in Dutch, a Dutch or English translation must be provided in addition to the original document. Translations must be provided by the Bidder at its own expense.	Enclosed is a clarification regarding your question. Your Tender (for this European Tender) may be submitted in either Dutch or English. Please refer to the Descriptive Document under paragraph 4.3. Whether or not English-language tenders may be submitted for the Further Tenders (mini-competitions) is assignment-specific and dependent. This will be indicated specifically for each Further Tender Request.
63		Annex 7	You state that: 'Further Award/agreements 3.1 In this framework agreement it has been agreed that the contractor will have a maximum of 10 calendar days, calculated from the date of dispatch of the Information Notice, to submit a further offer for a results based Further Agreement. Depending on the nature of the Further Agreement, this period may be deviated from. 3.2 In this framework agreement it has been agreed that the contractor will have a maximum of 5 calendar days, calculated from the date of dispatch of the Information Notice, to submit a further offer for an effort based (staffing) Further Agreement. Depending on the nature of the Further Agreement, this period may be deviated from. 3.3 In this framework agreement it has been agreed that the contractor will have a maximum of 5 calendar days, calculated from the date of dispatch of the Information Notice, to submit a further offer for an urgent Further Agreement (both results based and effort based). Depending on the nature of the Further Agreement, this period may be deviated from.' Is it possible for these periods to be changed from calendar days to working days due to official public holidays? As it stands, the current deadlines are extremely short.	Due to a mistake, the response to this question was not entirely accurate. In the event of a 'further Awards/agreements', the deadlines mentioned will remain unchanged, as initially stated in our documents. The contracting authority will not adjust the deadlines. Please note, however, that as indicated, these deadlines may be deviated from depending on the nature and complexity of the Subsequent Agreement. 3.1 In this framework agreement, it is agreed that the Contractor will be granted a maximum of 10 calendar days (for hiring and result based assignments), counted from the date of dispatch of the Request for Clarification, to submit a supplementary offer for a result oriented Subsequent Agreement. Depending on the nature of the Subsequent Agreement, deviations from this period may be made. 3.2 In this framework agreement, it is agreed that the Contractor will be granted a maximum of 5 calendar days, counted from the date of dispatch of the Request for Clarification, to submit a supplementary offer for a best efforts (hiring) Subsequent Agreement. Depending on the nature of the Subsequent Agreement, deviations from this period may be made. 3.3 In this framework agreement, it is agreed that the Contractor will be granted a maximum of 5 calendar working days, counted from the date of dispatch of the Request for Clarification, to submit a supplementary offer for an urgent Subsequent Agreement (both result based and best efforts obligations). Depending on the nature of the Subsequent Agreement, deviations from this period may be made. Appendix 2 - Program of Requirements ROK LV 3 remains unchanged. Appendix 7 - Appendix 7 - Draft framework agreement will be amended.
64		Self declarations vs. ESPD	Could you confirm that the ESPD (UEA) is accepted as a valid self declaration as proof of exclusion grounds and suitability requirements under 'Eisen' in TenderNed, and that we therefore do not need to prepare separate self declarations if 'Eigenverklaring' is listed as the required evidence in TenderNed? In this case, do we need to upload the ESPD again for each requirement, or is completing it once under 'Fill in the ESPD' sufficient?	Completing the Self Declaration (ESPD) in TenderNed is, in principle, sufficient to meet the requirements in the initial phase of a procurement procedure. The ESPD (European Single Procurement Document) is a self declaration that covers exclusion grounds and suitability requirements.
Message to the Contracting Authority				
1		Clarification regarding Paragraph 1.1.3 of the Descriptive Document concerning NLR	In paragraph 1.1.3 of the Descriptive Document the following is stated: "IenW has now decided not to implement this new form of cooperation with NLR for the time being. This means that NLR is not excluded from participating in the ROK LV3. NLR is free to submit a tender for the ROK LV3 either as an independent supplier or as part of a consortium."	
2	SG1 & SG2	Correction to Question 51 of NVI 1 from Annex 3 – Award Criteria 1 – Lots 1 to 8	Correction: The Contracting Authority assumes that you are referring to Award Criterion (SG) 1 for Lots 1 through 8. The following sentence will be added (Descriptive Document, paragraph 3.2.1 Award Criteria, page 25): "Your tender will be assessed on the extent to which your description aligns with the desired situation/context, the extent to which it addresses all aspects in detail, the extent to which it provides a realistic picture, whether your description is supported by concrete (practical) examples where relevant, and whether it provides clear added value for the contracting authority."	

Question no.	Add. Info	Document	Question	Answer
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