

Memorandum of Information Tender Document 'Expert Support to the Netherlands Enterprise Agency in developing IJmuiden Ver Wind Farm Zone (sites I-VI)

Date: July 30, 2021

In this Memorandum of Information, the department inviting tenders provides answers to the questions asked and remarks posted in the context of the above-mentioned Tender Document with reference 202106024 dated July 2, 2021. This Memorandum of Information forms an integrated part of the Tender Document.

No.	Location in Tender Documents	Question	Answer
1.	Annex 4	Do we need to sign Annex 4?	No.
2.	Third parties	If we rely on the capacity of third parties for the technical requirements we have to submit a European Single Procurement Document for these parties. Do we also have to submit the evidence for the exclusion grounds mentioned in the ESPD part III for these third parties? Or do we only have to submit these for the principal contractor?	Yes, the Contracting Authority can also request evidence from these third parties. According to section 6.5 of the tender document, the evidence with regard to the grounds for exclusion is only requested from the Tenderer to whom the Contracting Authority intends to award the Contract. These means of evidence do not have to be submitted together with the tender.
3.	Tender document 4.3.1. – Evidence	It is stated here that: If the data of the Tenderer's parent/holding company is used in relation to the aspect of financial-economic capacity, then the Tenderer must provide a statement from the parent/holding company that specifies that the parent/holding company unconditionally acts as a guarantor for the obligations to be undertaken by the subsidiary company and any debts arising from the Contract incurred by the subsidiary company. The statement by the parent/holding company must be signed by a legally authorised representative. Question: Can we comply with this requirement by submitting the 403 declaration that is used in The Netherlands?	For Dutch companies: a 403 declaration, in which the parent company declares in writing to be jointly and severally liable for the debts of its subsidiary is sufficient. For non-Dutch companies: the statement must comply to the requirements set in paragraph 4.3.1.
4.	Tender document 4.3.1. – Evidence	It is stated here that: a. appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance. Question: can we comply with this requirement by submitting a certificate of our relevant professional risk indemnity insurance?	Yes.

No.	Location in Tender Documents	Question	Answer
5.	Tender document 4.3.1. – Evidence	It is stated here that: Proof of the economic operator's economic and financial standing may, as a general rule, be furnished by one or more of the following references. Question: can you confirm that one of these references is sufficient to comply as evidence for the economic and financial standing?	Yes.
6.	Par. 5.2.3	The evaluation criterion for Social Return on Investment mentions a percentage of the Wage Bill, should we read this as a percentage of budgeted hours (as communicated by RVO) x P (the weighted hourly rate used in the price evaluation)?	Yes.
7.	Par. 5.2.3	Does an internship for a secondary vocational education student (MBO) qualify for the Social Return on Investment, regardless of level (niveau 1, 2, 3, 4)?	Yes.
8.	Par. 5.2.3	In case of an internship: What company cost would qualify as "spend on social return", to be included in the percentage that is assessed? Does this include (1) the internship allowance (stagevergoeding), (2) supervision/training cost (begeleidingskosten) against quoted rates, (3) recruitment cost (time spent on finding suitable interns for each internship rotation, including the interaction with the secondary vocational education institute(s)?	Yes.
9.	ARVODI Article 21.3	Tenderer proposes a limitation of the liability in accordance with the Contract Value and suggest a yearly maximum liability of the total Contract Value.	Not agreed. The Contracting Authority is of the opinion that the limitation of liability in Article 21.3 ARVODI 2018 is in proportion to the content and value of the Contract.
10.		Due to holiday season, tenderer kindly requests an extension of the deadline for receipt of tender by at least one week, preferably two weeks.	This request cannot be granted. Extension of the deadline would impact other aspects of the schedule with unacceptable consequences.
11.	Tender document Expert support - par 3.5	For the sake of clarity, can Contracting Authority please confirm that this paragraph point 2 & 3 refers to Contractors being involved in actual site investigation work and not in expert support? The wording can be interpreted in various ways.	Yes, points 2 and 3 refers to contractors being involved in actual site investigation work. If you wish to tender for expert support you cannot also be involved in actual site investigation works.

No.	Location in Tender Documents	Question	Answer
12.	Tender document Expert support - par 3.6.1	The rate is supposed to be including travel and accommodation cost. Does Contracting Authority expect a lot of physical meetings and if so, how many are envisaged and where?	Meetings will basically be held online. If necessary, for example for the sake of efficiency of decision making, a physical meeting can be held. We expect physical meetings to take place in normal circumstances. This will be probably be a maximum of 4-5 meetings per year. If COVID-19 continues to impact the world, these meetings will be also online.
13.	Tender document Expert support - par 5.2.2	Tenderer assumes, that one project plan per lot is required. Can Contracting Authority please confirm?	Yes, per lot one project plan is required.
14.	Tender document Expert support - par 5.4	Can Contracting authority explain what is specifically meant by added value? And how will this added value be assessed/scored?	Added value means that the offer exceeds expectations and offers extra's. 100% (excellent): the description significantly exceeds expectations and offers many extra's 90% (very good): the description exceeds expectations and offers some extra's 80% (good): the description exceeds expectations 70% (ample): the description gives a little more than what is expected 60% (satisfactory): the description meets expectations, no more no less
15.	Tender document Expert support, Annex 5b, Lot 2	Which wind & water measurements are foreseen, other than LiDAR measurements?	Metoccean buoy measurements for atmospheric and oceanographic parameters like waves, current and wind.
16.	Tender document Expert support, Annex 5b, Lot 2	Which tasks does RVO envisage for medior/junior?	The medior or junior expert will support the seniors with tasks that can be done under supervision of a senior.
17.	Tender document Expert support, Annex 5b, Lot 2	We recommend to have the expert position for the metoccean campaign be occupied by two persons: one LiDAR expert and one oceanographic expert. Would that be accepted?	It is accepted to have an expert position occupied by multiple experts. It is important to describe in the project plan how multiple experts will work together in an efficient way. Please also refer to par. 5.2.2 of the Tender Document.

No.	Location in Tender Documents	Question	Answer
18.	Tender document Expert support, Annex 5b, Lot 2 (par 2.0)	Is there an extensive metocean desk study foreseen such as for HKN/HKW?	At this moment it is expected that a site specific metocean desk study is needed for certification.
19.	Tender document Expert support - par 5.2	Can Contracting Authority elaborate on how the "main" and "back-up" experts will be assessed relative to each other? Will there be a difference in weighing, or do they need to be of the same level?	Scoring will be based on the main experts. The backup experts are expected to be of the same level.
20.	Annex 5a - SoW Soil Expert Support Lot 1	Is the Lead Expert supposed to manage the field work as well, i.e. liaise with OCR's, make OCR mobilisation arrangements etc?	In general, liaison with the Offshore Client Representatives (OCR's) will be managed by the RVO project manager. It is expected from the lead expert to participate in vessel calls, and, in case questions from the OCR arise, the lead expert should be able to allocate the question to the correct expert for follow up.
21.	SROI, par. 5.2.3	If, despite all efforts, it is not possible to help people from the target groups to work, would it also be approved if we shape the implementation of the SROI obligation by carrying out social activities, for example teaching children from disadvantaged neighbourhoods or children who can use extra support in addition to regular education? Or by giving lectures at higher vocational school or universities for free?	No, this is not approved. The employment of a person from a disadvantaged group should be related to the service or the work that is being contracted out and it should be at the company of the Contractor. Examples could be administrative or secretarial tasks related to the Contract.
22.	SROI, par. 5.2.3	We fulfill part of our social return obligations by hiring services by, for example, cleaning companies, whereby we demand a percentage of social return. For example, our offices are cleaned by Asito. Asito's invoices explicitly state which part of the invoiced turnover falls within social return and are therefore carried out by people from the intended target groups. Would this also be approved under this contract?	No. Please see the answer to question 21.
23.	SROI, par. 5.2.3	Given the nature of our consultancy work, our work is almost entirely carried out by staff with a higher vocational or university education. The work on this project also falls into this category. In order to follow up to the requested services, we propose that these courses (the provision of learning/workplaces for higher vocational and university	No, not agreed. Please see the answer to question 21.

No.	Location in Tender Documents	Question	Answer
		education) and the associated costs and efforts be taken into account in the implementation of the SROI effort, just as other public clients offer this space. Can you agree with this suggestion?	
24.	SROI, par. 5.2.3	Social return is part of a sustainable personnel policy. As a rule, we hire people for work within our company, never for one specific project. Therefore we ask you to remove the obligation that the implementation of the SROI obligation must necessarily occur within this project and that the implementation may also occur outside this project.	It is possible to employ one person on different projects within your company, but this person should also be put to work on in this particular project.
25.	SROI, par. 5.2.3	This tender takes place within the tendering scheme for a European tender. In principle, therefore, it is possible for parties from other countries to tender. How do you see it that these parties are fulfilling the SROI obligation if the laws and regulations in those countries do not know this subject?	The European Commission encourages socially responsible procurement, by using public tenders to create job opportunities, decent work, social and professional inclusion and better conditions for disabled and disadvantaged people. Therefore, it is not only a Dutch issue but a European issue.
26.		How will access to additional expertise be scored and administered. Will RVO consider expert support for ad-hoc export support tasks that would require input from experts not listed in table 1 as back-up experts?	RVO aims to have all the necessary expertise in the team of main experts. If the Tenderer things more expertise needed which is not described in the SOW, it is good to describe this in the project plan where this can be assessed.
27.	SOW / 2/ p. 12 of 23	Document control - which organisation is expected to host the data generated on the Project (RVO or Contractor)?	Data generated on the project is hosted by RVO and the Site study Contractor. Document control tasks will consist of data storage onto the system of RVO.
28.	SOW / 2/ p. 12 of 23	Ground model specialist: the nature of this role implies that both geotechnical and geophysical experts provide input. Does RVO object to have certain roles populated with the same resource? Also, the development of a ground model is a fairly new concept for the development of the windfarms in the North Sea, will this be considered in the review of the CVs and Annex 3?	RVO has a preference for experts who can work in more disciplines, so there are no objections, provided that the expert has enough time to fulfil all tasks. Experience with ground modelling is part of the assessment, but we will take into account that it is a relatively new expertise.
29.	SOW / 2/ p. 10 of 23	Is it acceptable for RVO for the same names to be assigned to multiple roles within the project ?	Yes this is acceptable, The Project Plan can be used to describe how this person can be employed on multiple positions without overloading.

No.	Location in Tender Documents	Question	Answer
30.	Tender Document / 5.2.3 / p. 21 of 33	Does tenderer have to fulfill the SROI requirements within the contract or can the requirements be achieved in other parts of Tenderer's organisation?	Please see the answers to questions 21 and 24.
31.	Tender Document / 5.2.3 / p. 21 of 33	Must the interpretation of the SROI obligation be related to the object of the contract, namely 'provision of Expert Support', or may it also be interpreted differently? The contracts that tenderers perform concern the provision of specialist services of an intellectual nature. It is known that the employment of people with a distance to the labour market is more difficult in that respect.	Please see the answer to question 21. The SROI obligation can also be fulfilled by employing a person who can support the experts in various ways (administration, archiving etc.).
32.	Tender Document / 5.2.3 / p. 21 of 33	You have included that it concerns apprentices in BOL/BBL training up to level 1 or 2, VSO and/or practical schools. We find this requirement too low for our highly skilled work, largely at college and university level. It is disproportionate for our highly skilled work. The national PSO quality mark also allows level 4 students. Would you like to adjust your requirement and also include students from BOL/BBL education up to and including level 4 as a possible fill-in?	"BOL/BBL" or "VSO" are not mentioned in the Tender Document. We assume that you have read this in other (Dutch) Tender Documents. Be that as it may, the requirement will not be adjusted. Please see the answers to questions 21 and 32.
33.	Tender Document / 5.2.3 / p. 21 of 33	Due to the intellectual nature of engineering services, the successful implementation of SROI in accordance with the prescribed guidelines is usually difficult to achieve. Can RVO explain what alternative ways of implementing SROI could be used if implementation via the target groups as included in Appendix 6 proves to be impossible or limited? A broadening towards the target group of HBO/WO trainees and the possibility of implementing CSR activities would be highly desirable.	It is unclear which "Appendix 6" you are referring to. Please see the answer to question 21.
34.	Tender Document / 5.2.3 / p. 21 of 33	The SROI justification is quite specifically aimed at contractors. The goal of the social return policy is to reduce the distance to the labour market for disadvantaged groups. If Tenderer is able to demonstrate reducing distance to the job market in a way that is not specified in the justification, will this be seen as an acceptable fulfilment of this criteria?	No. Please see the answer to question 21.

No.	Location in Tender Documents	Question	Answer
35.	Tender Document / 4.3.1 / p. 15 of 33	Does involvement in Lot 2 expert support of current WFZ site studies conflict with future tendering for IJV WFZ Metocean site studies (measurement campaigns).	This will most likely be a conflict of interest. If the contractor can elaborate on why it should not be considered a conflict of interest, that will be taken into consideration.
36.	Tender Document / 3.6.4 / p. 12 of 33	The project duration is from 1 oct-2021 till 31 dec-2024. Indexation is only possible if an extension is being used by RVO. Question: considering the duration of the project, 3 years and 3 months, is it an option for RVO to include another indexation opportunity for example by 1-10-2023? The reasoning behind this questions is to ensure fair market prices over a longer period.	RVO understands the reasoning behind this question but is not able to grant this change. We request Tenderer to supply fixed rates valid for the contract duration, considering expected fair market price development within this period.
37.	Tender Document / 3.5 / p. 11 of 33	"Requirements with respect to independency, item 3. Question: which windfarm sites does this requirement relate to. Sites as of the tender submission date, the unleased WFZ sites, or does also apply to other leased sites within the Dutch waters. Further, once as WFZ is leased to a developer can tenderer bid for work commissioned by developer?"	The experts working for RVO for a certain RVO offshore wind farm site cannot be involved as site survey contractor performing a study at another RVO wind farm site at the same time. Once the RVO site study is completed and a developer has won the permit for that site, the (former) expert support contractor is allowed to work for the developer.
38.	Tender Document / 3.5 / p. 11 of 33	Tenderer wants to clarify that item 3 does not relate to 'independent' experts (i.e. not associated to a site study contractor), that are currently working as experts on other Windfarm zones.	Yes, correct. Item 3 does not apply to experts not associated to a site study contractor.
39.	Tender Document / 3.1 / p. 10 of 33	RVO intends to ensure travelling is done in the most environmental friendly manner. This might result in longer travel times. Question: Is travel time reimbursable, where expert support strives to use that travel time to the benefit of the project?	Travel time is not reimbursable. In case you work while travelling and can show the results of your work, those hours will be reimbursed.
40.	Reference: IJV_20210702_Tender Document Expert Support soil and metocean_F.pdf,	Involvement in the execution of site studies in any of the other designated Dutch Wind Farm Zones. Please confirm this is for site studies for which expert support is requested, so for Lot 1 on the geophysical and geotechnical campaign and/or morphological studies and for Lot 2 on LIDAR campaigns	This statement is correct. As stated in the remark under 3 the tender document:

No.	Location in Tender Documents	Question	Answer
	section 3.5 Requirements with respect to independency	and/or metocean database studies. This does not include support to RVO on one of the other designated Dutch Wind Farm Zones.	<i>"The different lots of this Tender are separated, which means that any site study (sub)contractor (and all related staff) currently executing a site study for RVO in the field of soil investigations may submit a tender for expert support under Lot 2 (wind & water) and vice versa."</i> In addition to this: item 3 does not apply to expert support not associated to site study contractors. Tenderer is allowed to perform expert support to RVO for multiple wind farm zones.
41.	Reference: IJV_20210702_Tender Document Expert Support soil and metocean_F.pdf, section 3.5 Requirements with respect to independency	Involvement in (preparing) applications for the permit tenders for the Wind Farm Site that is subject of the site study for which expert support is requested. Please confirm that this means the permit tenders for IJmuiden Ver concession and does not include permit tenders for Hollandse Kust West or Ten Noorden van de Wadden.	See the answer to question 37.
42.	Wind Measurements	Given that wind measurements are already available from the legacy in the IJM mast can RVO confirm if they intend on taking new wind measurements using a floating Lidar as part of the measurement campaign or will the measurement campaign only involve wave / current measurements?	The current insight is that we will need an additional metocean campaign.
43.		Is the price an all-inclusive one as per 3.1 or travel and sundries reimbursable as per 3.3?	"The price/rates must be "all-in": this includes e.g.: the salary costs, the overhead costs (such as accommodation expenses and salary costs of non-productive staff), the costs for support work, the costs for the use of equipment (including PCs, incurred for the purpose of the contract and the profit, the insurances costs, domestic travel and accommodation expenses, etc. The rates must be expressed in euros." In case of international travel at the request of RVO the costs will be reimbursed.
44.		3.2 Comments on VAT – can RVO confirm whether the services are exempt from VAT?	The services are <u>not</u> exempt from VAT. In case of a Contractor from outside the Netherlands but within the EU, the reverse charge applies. In case of services this also applies to the UK. This means that RVO will pay Dutch VAT to

No.	Location in Tender Documents	Question	Answer
			the Dutch Tax Authorities. In case of a country outside the EU, the company must charge the local VAT to RVO. RVO will pay the local and Dutch VAT.
45.	Arvodi 26.1	26.1 (ARVODI 2018) mentions PI insurance. Can RVO clarify the level of cover required?	RVO cannot. You are advised to consult your insurance company.
46.	ARVODI 2018 - Article 21 Liability	All work we have done for RVO in the past have been based on some form of negotiated Terms, based on the RVOI. As a minimum we have agreed on an overall liability cap. We suggest to allow this type of alignment.	Not agreed. Please see the answer to question 9.
47.	ARVODI 2018 13.3	We are an International company. Our Wind Energy Team is boundaryless. People are one team under one management regardless the office they work for. As result we would be surprised if you exclude part of our team, including people with over 35 years of experience in Wind Energy, because they happen to be on the payroll of one of our subsidiaries outside the EU (in this case the UK). Especially when they are Dutch citizen. Please advise. Can you please advise if we are able to utilise our resources from EU and UK?"	Staff from different subsidiaries are seen as staff from one company, not as a third party. Yes, you can utilize your resources from EU and UK, if you can also adequately guarantee that article 13.3 ARVODI 2018 will be complied with. Article 13.3 regulates the interest of the Contracting Authority that the results are not shared by the Contractor (including personnel and engaged third parties) with third parties, unless the Contracting Authority expressly gives permission in a specific situation. It is up to the Contractor to comply with this article and to ensure that there is no breach of this article. It is also up to the Contractor to organize this in a good way.
48.	Document "IJV_20210702_Tender Document Expert Support soil and metocean_F", Section 4.3.2	It is stated by the Contracting Authority that for each of the three core competencies, the relevant experience provided by Tenderer must relate to projects to design and/or develop offshore wind farms. While Tenderer does have offshore windfarm experience, we consider that our experience from offshore gas pipeline projects is equally relevant. We respectfully request confirmation that such relevant experience may also form the basis for compliance with the core competencies.	Experience in offshore windfarms is preferred, however experience within Oil and Gas will be acknowledged as well. But experience in Oil and Gas will get a lower score than experience in offshore wind farms.

No.	Location in Tender Documents	Question	Answer
49.		Would you consider giving the right to the Contractor to suspend performance of the Services in case the Contracting Authority is more than 60 days late in making payment (reference to Art. 18.5 of ARVODI 2018)?	No. Continuity of services is of the utmost importance; ongoing discussions about payments may not affect this.
50.		Would the Contracting authority consider accepting exclusion of consequential damages and an overall limit to the liability of each party under the contract?	No. Please see the answer to question 9.