



Memorandum of information 'European open procedure for expert support to the Netherlands Enterprise Agency for site characterization within the Doordewind Wind Farm Zone.'

Date: 17 February, 2023

In this memorandum of information, the contracting authority provides answers to the questions asked and remarks posted in the context of the above-mentioned European tender. This memorandum of information forms an integral part of the tender document (202210117 European open procedure for expert support to the Netherlands Enterprise Agency for site characterization within the Doordewind Wind Farm Zone).

Question	Chapter/ Paragraph from the tender document	Question	Answer
1.	Tender document - 4.3.2 Reference data (technical qualifications)	Due to COVID in the past years, many project were either delayed or cancelled altogether. Would Contracting Authority be willing to consider a longer period for the reference data instead of 3 years?	Agreed. The reference assignment must have been executed or completed within five (5) years prior to the closing date for the submission of the tender.
2.	Annex 3 - Team know-how	Can Contracting Authority clarify how the "back-ups" should be presented here. In this case with back-ups we refer to the people who are non-core team members. Should we only submit a CV of these back-ups?	The back-ups are not to be included or specified in Annex 3. The back-ups are not part of the core team. Annex 3 is meant for core team members only. In the sheet "team know-how" only core team members can be included. The back-ups need to be included in 5.2.2. "Team organisation". The back-ups are scored as part of the project plan. It should be clear in the project plan who the main (core team) experts per position are and which experts are offered as back-ups per position to ensure the continuity, availability and smooth handovers. There is no need to submit back-up CV's.

Question	Chapter/ Paragraph from the tender document	Question	Answer
3.	Tender Document – 4.3.2 Reference data (technical qualifications)	In the Suitability Requirements it is stated that assignments including one or more subcontractors can only be used as reference assignments if the subcontractor(s) in question will be involved in the fulfilment of the Contract. It might however be that a particular subcontractor is no longer available due to circumstances beyond Tenderer's control. Examples being: (1) retirement or ceasing of the business; (2) being out of business due to a take-over. Contractor requests the Contracting Authority an exemption for these cases where it is impossible to use the previously used subcontractor again and allow to use a suitable or better replacement in the bid if needed, whilst keeping the reference assignment for the purposes of demonstrating our experience and capability.	Not agreed. The suitability requirement is maintained. If the tenderer offers a reference for which the tenderer uses a subcontractor, this subcontractor must be involved in the fulfilment of the Contract. In other words, if you intend to use subcontractors to meet the suitability criteria and rely on their capacity to fulfil part(s) of the Contract, then the reference contracts of these subcontractors should be submitted. The Contracting Authority must be able to assess that the tenderer, together with subcontractors, is able to carry out the assignment. When working with subcontractors, also pay attention to the requirements for filling in the ESPD in section 7.3.17 of the Tender Document.
4.	Tender document - 4.3.2 Reference data (technical qualifications)	In the Suitability Requirements it is stated that assignments including one or more subcontractors can only be used as reference assignments if the subcontractor(s) in question will be involved in the fulfilment of the Contract. We have a large body of experience as main contractor and independent integrator of expertise for similar assignments, where we supplement our own knowledge and expertise with subcontracted experts. By subcontracting expert roles we are in the position to gather a team of renowned experts in the field whilst maintaining our independence. It may not be possible, for various reasons (e.g. availability of resource, declined bid, competition or other), to engage the same subcontracted experts for each individual assignment. We are however fully	See answer to question 3. For clarity, first the Tenderer needs to check if he can fulfil the suitability requirements. If the Tenderer can't fulfil one or more requirements, he needs to search for a subcontractor who can fulfil this specific requirement. This subcontractor also needs to be involved in the fulfilment of the Contract.

Question	Chapter/ Paragraph from the tender document	Question	Answer
		capable, from our independent position, to mobilize equal or better subcontracted staff for the fulfilment of the assignment to supplement our own capabilities. In our view this should not give rise to the exclusion of previous assignments performed by us as main contractor. Therefore, Contractor requests the Contracting Authority to remove the requirement in the Suitability Requirements that assignments including one or more subcontractors can only be used as reference assignments if the subcontractor(s) in question will be involved in the fulfilment of the Contract.	
5.	SROI	You indicate government policy is followed regarding Social Return requirements. Can we assume the rules of a framework like the 'Groeituin' will apply to the contractor's efforts in this area?"	This is correct.
6.	Tender Document 5.2.2. / 7.2.15.	In 5.2.2. it is stated that the Project Plan can exist of a maximum of 15 pages. In 7.2.15 it is stated that the Project Plan can exist of approximately 15 pages. Question: Please inform the number of pages that is allowed for the Project Plan.	The project plan has a maximum of 15 pages. Page 16 and onwards will not be read or scored.
7.	Tender Document 4.3.1.	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. Question: Can we comply with this requirement by	Using the 403 declaration is fine.

Question	Chapter/ Paragraph from the tender document	Question	Answer
		submitting the 403 declaration that is used in The Netherlands?	
8.	Annex 3 Required information expert support Soil	Can RVO please consider to expend the Annex 3 fields to provide more room for information. The current setup of the document is resulting in a lot of information in a small sized cell causing problems when printing Annex 3 into a PDF.	Annex 3 is revised. The spaces are larger so there is more room to fill in information. It is not necessary to print/upload Annex 3 in PDF. It is also fine if a filled in Annex 3 is uploaded in Excel.
9.	Annex 3 Required information expert support Soil	Can RVO please explain or elaborate how you expect the tenderer to fill in Annex 3? For example, for the geophysical expert 5 know-hows are selected. Is RVO expecting one singular expert to be proposed, or is the Tenderer allowed to propose an expert per know-how? If yes, how is RVO assessing these experts covering singular or multiple know-hows?	Annex 3 know-how presents all minimum know-how that should be available within the core expert team within the different packages. Tenderers are free to prove the availability of the know-how with one or multiple persons, as long as all know-how is covered. Thereafter it is up to the Tenderer to justify the selection of the team in the project plan and to describe how the team can guarantee the quality and work efficiently on the assigned tasks. The assessment will be done by a review whether the know-how is sufficiently available within the team. Team organization and efficiency are assessed as per Project plan.
10.	Tender document - Award Assessment method for qualitative award criteria 5.3	Can RVO please clarify the maximum and minimum rates in the tender document being MIN €108 and MAX €178, while Annex 4 is has a P MIN €102 and P MAX €178	See 3.7.2 Rates offered for the Agreement (including the optional scope) must be: for Senior experts between € 120 and € 190 / h (excl. VAT) for experts between € 75 and € 160 / h (excl. VAT) Hourly rates should fit the level: the hourly rate for a senior expert is equal or higher than the hourly rate for an expert. Above rates from 3.7.2 in tender document lead to a minimum rate of P MIN €102 and P MAX €178. Qualitative award criteria 5.3 should read:

Question	Chapter/ Paragraph from the tender document	Question	Answer
			Price will be assessed based on the ratio between the hourly rate senior expert excl. VAT (60%) and the hourly rate expert excl. VAT (40%) Price will be determined with the formula: $= (\text{hourly rate senior expert} \times 0.6) + (\text{hourly rate expert} \times 0.4)$ Price will be between € 102,- and € 178,- excl. VAT: A price lower than € 102,00 excl. VAT or higher than 178,00 excl. VAT means exclusion from the procedure based on the requirement in paragraph 3.7 of the tender document.
11.	SOW – 3. Roles and Responsibilities : Support	"It is envisaged that no more than 3 persons from the expert group will participate in the weekly meetings... Other experts can be consulted outside of these meetings when necessary. The participation of the specialist experts in meetings is to be agreed at the start of the project." In some case it would be necessary that one of the expert, which are not part of the previously agreed 3 people, will be present at the meeting directly, does this requires previous confirmation from the RVO side?	In some cases it would be necessary that one of the experts, who is not among the 3 people agreed on beforehand, will join the weekly meeting. It is envisaged that this should be coordinated by the lead specialist. In some cases the RVO PM can be consulted on who should join the weekly meetings. Hence the word "envisaged".
12.	Review Clause	"In case the Work of the site study Contractor of the last site study to be performed is not finished by the envisaged end date of 1 May 2027, the Work(s) of the expert support Contractor will also	The hours specified in this tender are the number of hours the Tendering Authority assumes are needed for finishing the main scope specified in the Scope of Work (Annex 5). A rough timeline is also provided in the Scope of Work. However this

Question	Chapter/ Paragraph from the tender document	Question	Answer
		be considered unfinished. In this case the Contract for expert support will be extended until all services are completed, with a maximum of 12 month." Are additional hours allocated for this in the event that an extension of the contract is needed outside the total of 9.500 hours (base scope 8.500, additional hours 1.000)?	timeline is subject to change, therefore the Tendering Authority has not allocated hours for the winning Contractor in case the contract duration is extended. The amount of work will roughly stay the same when the timeline changes.
13.	Tender document - Requirements related to prices/rates (3.7.1)	Can RVO please explain what is meant with "all-in" rates especially in relation to the inclusion of "travel and accommodation expenses". Can RVO confirm that these are travel and accommodation expenses which are made in the country where the Quality Experts are working? Can RVO confirm that: Travel costs for Dutch based Expert in NL is included in the rates? Non-Dutch based experts travel cost to a NL-location (RVO of Contractor - when located in NL) is reimbursed based on economy class? All other expenses both for Dutch and Non-Dutch expert relevant for the WORK when abroad will be covered to a maximum of the EC per diem rates of the country where the work is to be performed?	All travel in the Netherlands will be included in the rates. International travel will be reimbursed, based on economy class. See requirements related to train travel in section 3.1 of the Tender document. Expenses can be covered when experts are requested by RVO to work abroad (different from the regular work location). The EC per diem Rates for the applicable country will be used (e.g. when working in the Netherlands, per diem rate of Netherlands will be applicable). Upfront approval from RVO shall be requested by the Contractor, prior to undertaking international travel.
14.	TenderNed – Award criteria with respect to pricing	In Annex 4 we need to submit hourly rates for our experts. TenderNed needs a total price. Can you confirm that we do not need to submit a total price in TenderNed and we therefore submit an amount of EUR 1 in TenderNed?	Confirmed, it is acceptable to submit an amount of EUR 1 in TenderNed. The actual contract price will be calculated by the Contracting Authority based on the offered rates with the hours as described in Annex 4.
15.	Tender document - Requirements with respect to	Is a Tenderer or a subcontractor of that Tenderer allowed to perform site studies outside of the soil characterization studies, for instance a study	Contractor and subcontractors do not perform work with a potential conflict of interest during the lead time of the Agreement.

Question	Chapter/ Paragraph from the tender document	Question	Answer
	independency (3.5)	within the Wind & Water workflow such as a Metocean campaign?	The Contracting Authority regards as possible conflict of interest-situations (but not limited to): 1. <u>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;</u> 2. <u>Any involvement in the execution of Soil site studies under contract of the Contracting Authority during the lead time of this Agreement for expert support Soil.</u> This means that: • It is not allowed that soil site study (sub)contractor(s) (and all related staff) under contract of RVO provide expert support for other soil site studies. • It is allowed to act as soil expert support AND to be (sub)contracted for the execution of Wind and Water site studies. • It is allowed to perform expert support for other wind farm zones, in different contracts for RVO, e.g., perform the role for expert support for any of the ongoing site investigations as well as expert support for DDW in this tender. All the above conditions apply only to tenders of RVO, it is allowed to tender for other related projects if tendering authority is not RVO, e.g., TenneT.
16.	Tender document - Requirements with respect to independency	Regarding Involvement in the execution of site studies in any of the other designated Dutch Wind Farm Zones: Can RVO conform that item 3 does not apply to expert support not associated to site study contractors? And that tenderer is allowed to	See the answer to question 15.

Question	Chapter/ Paragraph from the tender document	Question	Answer
	(3.5)	perform expert support to RVO for multiple wind farm zones?	