

Memorandum of Information Tender Document 'Expert support on soil investigations (Lot 1), expert support on wind and water investigations (Lot 2)' reference 202112088

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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. This Memorandum of Information forms an integral part of the Tender Document.

Remarks:

- 1) An updated annex 4 is also included in this Memorandum of Information.

Question number	Question	Answer
1	In concerns to the requirements defined in chapter 3, is it correct that the Tenderer does not need to provide evidence of fulfilling these requirements in its proposal (unless described in the following chapters)?	This is correct. Tenderer does not have to provide evidence. As described: By submitting a Tender, you as Tenderer, explicitly consent to all requirements and conditions specified in this Tender document and declare that you will continue to comply with these throughout the entirety of the contract period.
2	What is the definition of senior, medior and junior expert? Is it classification based on years of experience? For example Senior>10yrs, medior=5-10yrs and junior <5hyrs?	The Contracting Authority will score the experts based on their knowledge and experience for the requested tasks. The Senior expert(s) will be the primary contact(s) for each package / study. The medior or junior will assist the senior. The deviation between senior / medior and junior is based on the hour rates. It is up to the Tenderer to decide if the person is proposed as senior, medior or junior.

3	"...excluding VAT and including travel, accommodation and any other costs". Section 3.3 specifies that international travel cost will be reimbursed. Other cost when travelling abroad can be reimbursed to a maximum of the EC per diem rates. Can RVO confirm that: Travel costs for Dutch based Expert in NL is included in the rates? Non-Dutch based experts travel cost to location 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 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.
4	RVO intends to contract high quality experts who can support RVO in managing the site investigation. With the increasing pressure on the market and the world wide increase on renewable energy demands, the demand to have these high quality experts available and their quality should outweigh price and therefore we consider the current EMVI criteria to be too much price driven. Can RVO therefore agree with a different maximum number of points on award criterion, for instance 40, 40, 20 instead of 35, 35, 30?	This request will not be accepted. The proposed ratio of 70% for quality of team and team set up vs 30% price is considered adequate.
5	In the contract paragraph 3.1 the daily hourly rates are mentioned. With respect to the duration of the contract we request the possibility for a yearly indexation of the daily hourly rates as from June 2024. Can RVO agree with this?	This request will not be accepted. It is expected from the Tenderer to calculate an average price for the duration of the contract period, taking into account the expected inflation / cost increases.

6	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 ammount of EUR 1 in Tendaraed. Actual contract price will be calculated by the Contracting Authority on the offered rates with the hours as in the tenderdocument described for each lot in Annex 4.
7	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 perform expert support to RVO for multiple wind farm zones?	Both questions confirmed. To provide further clarification: The winning tenderer will be performing expert support for VS125 + demonstration site for the won Lot (1 and/or 2), but is allowed to do expert support for other wind farm zones as well, under multiple contracts for RVO (e.g. perform role as expert support for IJmuiden Ver wind farm zone as well as expert support for the zones VS125 + demonstration site in this tender). The winning tenderer is not allowed to perform site characterisation studies for any wind farm zones (within this SoW), currently under contract with RVO (e.g. doing soil characterisation work when already contracted as expert support for soil characterisation). Tenderers are also not allowed to register as contractor for upcoming site characterisation studies for VS125 + demonstration zone (within this SoW). Tenderers are allowed to register as contractor for work outside this SoW for upcoming site characterisation studies for any wind farm zone.

8	Please explain NA125E?	NA125E is a typo. This is standing for the New Areas 1, 2 and 5 East together. This naming is replaced to VS125E as per Tender document.
9	Can RVO confirm that the total value of all reference assignments should be equal or more then € 600.000 (Lot 1) and € 250.000 (Lot 2)? For example: if three reference assignments are submitted of € 200.000 each, this would sum up to equal € 600.000.	Confirmed: see section 4.3.2. <i>"This reference-assignment value must exclusively consist of the value of the aspects of the assignment that are equivalent to the services specified in this document. In case a series of separate yet significantly comparable assignments was carried out for the same client during the reference period, then the turnover of these separate assignments can be combined into a cumulative total."</i> Combination can only be made if assignments are performed for the same client. This is also in relation to experience/assignments performed by subcontractors.
10	Can RVO confirm that with 'Prices/Rates' RVO means 'Rates'. To confirm that no Prices are to be offered by the expert support Contractor?	Confirmed, see answer to Question 6 Annex 4 is leading. Tenderer will offer prices for Senior, Medior and Junior experts. Based on the options provided in the Tender document and the hour distribution ratio a total price will be calculated for the contract.

11	Can RVO confirm that the split of work between senior, medior and junior is based on the proposal by the expert support Contractor as per Annex 4, Rates. The split between senior, medior, junior and / or senior & medior and / or senior & junior is different in Annex 4 compared to the Tender Document.	Annex 4 is in line with the scoring as indicated in chapter 5.3 of the Tenderdocument. Annex 4 is updated to increase clarity. Guidance Note: When you offer a Senior, medior and a junior. Please fill in table 1 in Annex 4. If you offer a senior and a medior. Please fill in table 2 in Annex 4. If you offer a senior and junior. Please fill in table 3 in Annex 4.
12	Can RVO conform that a morphological assessment for VSDS is not part of the expected Scope of Work?	The exact content of the VSDS site (demonstration site) is still to be determined. It is expected that the VSDS site will also require a Morphological assessment. No change will be applicable in the total ammount of hours as per Tenderdocument.
13	Section 1.1, Object of the Contract: Will this section be updated based on the Award of Lot 1 and / or Lot 2 according to the Scope of Work for Lot 1 and / or Lot 2? The current object is only focussing on an Integrated Ground Model and Geotechnical Interpretative Report.	Confirmed this is an error and will be updated.
14	What is meant with customary insurance cover? Please clarify.	"What is meant by "customary insurance cover" in general is further explained in article 26.1 sub a, b and c ARVODI 2018."
15	Engineering consultancies are not -and probably cannot- be insured for 'any damages' (i.e. including consequential damages). Can we agree otherwise?	No, the article mentioned in the ARVODI will maintain.

16	The contract will run from July, 2022 to December, 2026. However, in Annex 5b, section 3 (Key dates) many activities are to start already in Q2 2022. Can you please provide an updated schedule of Key dates?	Presented schedule is the most accurate schedule. Some of the works will have already started by Q2 2022, without the expert support from this tender. Once the Expert Support from this tender becomes available the Expert support can assist with the required packages, or the packages will be handed over to the experts offered in this tender. For other items a best estimate is provided. it is possible that due to delay Q2 2022 will be shifted to a later date. No new schedule will be provided. This schedule presents the best estimates, to interpret for upcoming workload.
17	The documentation does not mention creating tender documentation for the MC survey, nor MC survey contractor proposal evaluation. Does this mean that the MC survey contractor for all areas in Lot 2 is already selected and/or contracted by RVO? If so, can Contracting Authority please disclose the name and scope & sites of any selected MC survey contractor, in order to avoid possible conflict of interest situations. Also, please indicate whether MC survey contract tender assistance may become part of the scope of work for the MC expert team and in which stage of the contract.	Correct this is not part of the SOW of this tender (creating tender documentation and proposal evaluation for MC). No, MC survey contractor evaluation (e.g. tender assistance) is not already established. MC survey contract tender assistance will not become part of the SOW.
18	We propose a limitation of the liability in accordance with the Contract Value and suggest a yearly maximum liability of the total Contract Value.	No, the article mentioned in the ARVODI will maintain.

19	In the public service contract (3.4) it mentions: Payment will be made once the results of the Services have been accepted. And in the ARVODI (4.5) it is mentioned that: The Contracting Authority is not obliged to make any payment to the Contractor until the results have been accepted. We propose to add the following sentence in the Public service Contract: Acceptance will not be unreasonably withheld / delayed.	We agree, the sentence in the contract will be changed.
20	Numbering: Clause 3.5 is missing	Clause 3.6 will be changed to 3.5.
21	There is mentioning of indexation of the rates. Can Contracting Authority confirm that, given the long duration of the contract and the current inflation, yearly indexation of the rates will be allowed? And if so, what would the standard be that is used to determine the allowed indexation? We propose to follow the annual CBS inflation to be used for annual indexation for the rates	See answer to question 5.

22	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 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.	This question will be answered later, but as soon as possible.
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23	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.	This question will be answered later, but as soon as possible.
24	Regarding the conflict of interest-situation (par. 3.5, Tender Document ref. 202112088), bullet 1: Is the following correctly understood? By entering an agreement with RVO for providing the expert support we will, for the duration of the contract, exclude ourselves from entering contracts with any potential (industry) consortia who will make a bid in the tender phase of these four Wind Farm zones in the Dutch North sea?	Yes, this is assumed correctly. Entering in another contract (similair SoW as one lot or both of the won lots) with any (industry) consortia for these four wind farm zones will be seen as a conflict of interest during the lead time of this contract. Organizations that offer the quality experts need to be independent when evaluating the sites. It will be up to the tenderer to convince the contracting authority. Also see answer to question 7.

25	Regarding the conflict of interest-situation (par. 3.5, Tender Document ref. 202112088), bullet 3: Is the following correctly understood? By entering an agreement with RVO for providing the expert support we will, for the duration of the contract, exclude ourselves from entering any contract with RVO for site studies in all Wind Farm zones in the Dutch North sea? Regarding the conflict of interest-situation (par. 3.5, Tender Document ref. 202112088): Does the extent of the restrictions apply to only the experts involved in the agreement with RVO for providing the expert support or to all experts in our organization?	Regarding the first question, see answer in question 7. Restrictions only apply to the experts in agreement with RVO and not the entire organization. If the same organization applies to assignments which could cause a perceived conflict of interest, the contractor should provide an explanation why a particular situation(s) should not be considered a conflict of interest. If certain conflict of interest situations arise (or appear to arise), it is up to the contractor to provide evidence of independency or the mitigation of conflict of interest.
27	submitted in relation to Lot 2 – • Regarding section 3.5 of the Tender Document, Requirements with respect to independency – CONTRACTOR provides floating lidar validation services to all floating lidar suppliers and will likely provide this service to the future Measurement Campaign contractor for the Various Sites. CONTRACTOR also provides Certification services and may provide this service in relation to future Metocean Assessments of the Various Sites. CONTRACTOR does not consider either of services a conflict of interest. Please confirm that RVO does not consider either of these services a conflict of interest in relation to Lot 2.	We believe there is a difference between Certification of the site studies and providing expert support. It is up to the tenderer to convince contracting authority that conflict of interests situation do not exist or is mitigated by actions.
28	In article 3 of the draft Contract, the Contractor has no option to index its rates. We think this is unreasonable given the high inflation rates and the long duration of the Contract. In view of the foregoing, we would like to be able to index our rates once a year, starting from January 1st of the year 2023. Does RVO accept this proposal?	This request will not be accepted. Please see answer to question 6.

29	We intend to Tender with a subcontractor, is it allowed to use a combination of reference assignments to prove that we can comply with the core competences?	Yes, this is allowed.
30	Is non-compliance with any of the reference data (4.3.2) to be considered as an exclusion ground, or will it be allowed (with possibly a negative effect on the score of the qualitative bid of Tenderer)?	Not complying with the requirements as set in entire chapter 3 and 4 will mean exclusion to the tender. Items under section 5 will be used for scoring. Non compliance with items under section 5 will have a negative effect on the scoring.
31	Although Tenderer supports the principles of social return in projects, Tenderer has difficulty to see possibilities with respect to social return considering the scope of the assignment: expert services, for which all personnel involved should comply with a set of specific requirements, and payment is based on hourly rates. Can Contracting Authority explain in which way Contracting Authority thinks this requirement can be fulfilled within the framework of the requirements set out in the Tender document?	The social return pilot projects does not need to have a direct relation with this assignment. As long as it's completed within the organisation.
32	If Tenderer is awarded lot 1 of the expert support services, does Contracting Authority in that case consider providing services other than ground modelling, geophysical, geotechnical and morpho dynamics to a potential offshore wind developer as a Conflict of Interest as described in paragraph 3.5?	If Tenderer is awarded Lot 1 but NOT Lot 2, tenderer can provide expert support related to Lot 2 to any other company or organisation. See question 7 for conflict of interest examples. A Non Disclosure Agreement will be applicable such non public information cannot be shared / reach other parties before it is made publicly available by RVO.

33	One of the required qualifications of the experts is experience in similar services for the development of offshore wind farms. This seems to be unnecessarily restrictive, is Contracting Authority willing to allow for experts with similar offshore experience not being development of offshore windfarms?	Request will not be accepted, this is a change of requirements. The Tender Authority is of the opinion that there are important differences between site characterization for example Oil and Gas and Wind Farm Projects.
34	In the event of political, administrative or organisational developments within the Dutch government, leading to an alteration of the services specified in the Contract, how will the expert support Contractor be compensated for an eventual reduction of the scope of the assignment during the realisation of the aforementioned scope?	No , there will be no compensation for hours not made.
35	In the event of political, administrative or organisational developments within the Dutch government, leading to an alteration of the services specified in the Contract, what are the foreseen repercussions for the expert support Contractor? Are these only related to the selecting and prioritising of the different sites? Or potentially also in a reduction of the scope of the assignment?	Currently the Dutch Government is detailing the roadmap for the new wind areas of this tender, including the demonstration site. The main changes expected are relating to the priority in sites characterization and the size (amount of GW) within each wind Farm zone. In addition is the location of the Demonstration site not determined. However, it can be decided that a part of the scope (e.g. the demonstration site) will be cancelled. This means that the hours will not be used and will be excluded from the scope. However it is not expected that the total hours as presented in the Tender document will (significantly) reduce.
36	Is RVO willing to mitigate the penalty provided for in this article (for instance up to EUR 1,500 per event)?	No, the article mentioned in the ARVODI will maintain.

37	In section 3.5 of the tender document, requirements with respect to independent, the contracten Authority regards as possible conflict of interest-situation: involvement in preparing applicaties for the permit tenders for the wind farm sites subject of this site study. Since the period of requested service is quite long and 3 wind farm site plus an unknown demonstration site is part of the study and all data coming from the site studies is made public, could this possible conflict of interest be limited to partners of a consortium tenders for a wind farm permit tender or will it be acceptable to define conditions under which specific staff working as expert support can be excluded from participating in preparing a permit tender?	See answer to questionquestion 7 and question 24.
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