



Municipality of Eindhoven

Information notice no. 2

*Summary of additional information and changes to the
Selection phase of the call for tender: 'Implementation Vision
and Roadmap for urban lighting, Eindhoven 2030'*

Project management
May 2014

Colophon

Issued by

Municipality of Eindhoven

Project management

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Table of contents

	Colophon	2
	Table of contents	3
1	Explanation	4
2	Changes by the municipality	4
3	Questions and answers	5

I Explanation

This is the second Information notice addressing a) the questions and answers and b) additional information and changes to the selection phase of the call for tender: 'Implementation Vision and Roadmap for urban lighting, Eindhoven 2030' of the municipality of Eindhoven.

This Information notice addresses the 92 remaining questions out of 94 questions submitted by candidates up to 20 April 2014 24.00 hours. The questions and answers have been randomised in order of section.

Changes by the municipality of Eindhoven have also been included.

2 Changes by the municipality

1. Change of Condition section 3.7.2, Tendering as a partnership (combination), fifth bullet (top page 23): Each member in the partnership shall observe its obligations resulting from the agreement for services after it has been contracted. For this purpose, all partnership agreements, responsibilities and mutual liability must be laid down in a transparent partnership agreement that requires the approval from the client. Note: This subject shall be discussed in the dialogue phase.
2. Change of the purport of paragraph 1 of section 1.4.1: a selected party is responsible for maintenance, operation and development of the public lighting installations only in those areas selected from the list of ten areas.
3. Change of paragraph 2 of section 1.4.1, first sentence, to: "Outside the areas offered by the Contracting party and within the first 5-year period, the Contracting party shall be involved as 'preferred supplier' in etc."
4. Selection guide, section 5.2.3, in response to question 59: To the selection sub criterion SC 2-3 is added the stipulation that only one innovation for each of the four types referred to may be submitted by means of a reference.
5. Selection guide, section 5.2.1, in response to questions 57 and 58: The highest score achievable for a 10-point rating for selection criterion SC 1 is 20 (instead of the 10 points stipulated in the table at the bottom of page 31).
6. Selection guide, section 5.2.1, in response to question 60: Point 1 under the header NOTE (page 32) is changed as follows: If the Candidate is a partnership of businesses, the Candidate has two options:
 - 1) The details are completed by and relate to the lead partner of the partnership.

- 2) Each member of the partnership submits the details requested. The total score is calculated as an average of the overall member score.
6. Selection guide, section 5.5, in response to question 79: The submitter of documents for selection criterion SC 5 is bound by the following requirement:
 - 1) For applications by partnerships criterion SC 5 is only declared applicable to its lead partner. The information to be supplied must relate to the lead partner's business.

The assessment of documents submitted for selection criterion SC 5 has been changed as follows:

- 2) The relative assessment method is cancelled. In the assessment, the distinctive aspect of the business operation sustainability process and the sustainability results (measured based on the four criteria mentioned in section 5.5.) are weighed a) in relation to the business scope and b) with regard to the usual working practice in its industry. The distinctive aspect must be explained in a convincing manner by the candidate.

3 Questions and answers

No	Document	Section	Page no	Question	Answer:
1	Selection guide	1.3	8	As part of the description of the first secondary objective, the municipality recognises the mutual interest in participation by the knowledge institutes. The candidate also recognises this added value. How does the municipality envision this participation – as participation from and within the municipality, or otherwise. Please explain. The underlying question is "what are the costs versus potential yield or financial added value", which are unknown before an innovation route is started.	Knowledge institutes have no fixed role, see selection guide section 1.6.1. This leaves room for the contract party to use knowledge institutes as needed and optimise added value that way.
2	Selection guide	1.3	8	As part of the description of the first secondary objective, the municipality recognises the mutual interest in participation by the knowledge institutes. The candidate also recognises this added value. There are a limited number of knowledge institutes with expertise and potential added value in these disciplines. Is it the case that the Candidate in the current selection phase cannot yet make exclusive arrangements with knowledge institutes, to maximise added value for the roadmap? Please confirm.	See answer to question 1

No	Document	Section	Page no	Question	Answer:
3	Selection guide	1.3	8	As part of the description of the first secondary objective, the municipality recognises the mutual interest in participation by the knowledge institutes. It is stated that knowledge institutes can contribute knowledge and expertise. At the same time, they will further develop knowledge and expertise in the "living labs", which will support the implementation of the Roadmap. How does the municipality allow for the fact that this negatively impacts on the candidate's risk profile in potential revenue models, or how does the municipality allow for the fact that the candidate can apply the potential added value more broadly to optimise the revenue model? Please explain.	The text you quote has not been adopted literally and suggests an obligation that has not been imposed. Also see the answer to question 1.
4	Selection guide	1.3	8	This is a description of the three stakeholders in the "Quadruple Helix". The previous description talks about civilians as the first group of stakeholders, businesses and established organisations as second group of stakeholders, and knowledge institutes as the third group of stakeholders. The municipality is the fourth party and stakeholder. Is this conclusion correct?	That is correct. The municipality has a double role as it were: as awarder of the contract and as guardian of the public interest (stakeholder role).

No	Document	Section	Page no	Question	Answer:
5	Selection guide	1.3	8	This is a description of the three stakeholders in the "Quadruple Helix". The previous description talks about civilians as the first group of stakeholders, businesses and established organisations as second group of stakeholders, and knowledge institutes as the third group of stakeholders. The municipality is the fourth party and stakeholder. Input by the various stakeholders is diverse, wishes, expertise and skills, and social responsibility. Influence on investments and exploitation does not seem to be addressed. Can the municipality confirm that the associated obligation of result in relation to financial consequences of wishes and input of expertise lies with the municipality, or is this obligation assigned to the candidate?	We cannot confirm this (as yet). Relevant arrangements should be made during the dialogue phase.
6	Selection guide	1.3	8	This is a description of the three stakeholders in the "Quadruple Helix". The previous description talks about civilians as the first group of stakeholders, businesses and established organisations as second group of stakeholders, and knowledge institutes as the third group of stakeholders. The municipality is the fourth party and stakeholder. Is the candidate not regarded as a fifth stakeholder and if so, how does this fit in with the QH approach? Please explain.	No, the candidate is not regarded as a fifth stakeholder and is therefore not part of the QH. If the candidate gets the contract, it will direct QH. How this is done will be discussed during the dialogue phase and the subsequent formalisation by means of tender.

No	Document	Section	Page no	Question	Answer:
7	Selection guide	1.3	8	This is a description of the three stakeholders in the "Quadruple Helix". The previous description talks about civilians as the first group of stakeholders, businesses and established organisations as second group of stakeholders, and knowledge institutes as the third group of stakeholders. A key party within this discipline is possibly the party responsible for the underground network. This party is not a stakeholder, although it may have substantial influence on the development of the requested revenue models. Can the municipality explain this further, or relate it to its possibly adapted vision with regard to the QH and division of roles?	The party responsible for the underground network is part of the stakeholder group 'businesses and other organisations established in Eindhoven'. It is up to the candidate and not the municipality to recognise the interests of individual parties within the various stakeholder groups and adjust plans accordingly.
8	Selection guide	1.3	8	This is a description of the three stakeholders in the "Quadruple Helix". The previous description talks about civilians as the first group of stakeholders, businesses and established organisations as second group of stakeholders, and knowledge institutes as the third group of stakeholders. A key party within this discipline is possibly the party responsible for the underground network. This party is not a stakeholder, although it may have substantial influence on the development of the requested revenue models. The candidate must realise that Dutch network companies Alliander and Enexis are currently evaluating a reallocation of underground networks, including the municipal network. Please explain how the candidate must address this. Alternatively, please provide more information. Can the municipality explain this further, or relate it to its possibly adapted vision with regard to the QH and division of roles?	See the answer to question 7

No	Document	Section	Page no	Question	Answer:
9	Selection guide	1.3	8	The purpose of the tender is for the municipality to find an innovation partner for the long term. How is intellectual property regarded and/or guaranteed within the innovation route. Can the municipality please explain.	In general terms, our vision of 'Intellectual Property' (IP) is as follows: IP-rights will become the property of the party who generated the rights. If the contract partner generated the IP, it must issue the municipality a detailed licence for the use of the IP. If the IP is the result of a combined effort, within the scope of QH or otherwise, a communal IP right is generated. The further terms and conditions are set out in the agreement discussed during the dialogue rounds.
10	Selection guide	1.3	9	The fifth secondary objective is for the roadmap to underpin the municipality's aim to be sustainable by 2045. The second secondary objective states that the horizon of the roadmap is set for 2030, while the third secondary objective recognises that innovation brings insecurities and risks, including the secondary vision as part of the "living lab approach". To what extent is the fifth secondary objective realistic and feasible in view of the second and third secondary objective. Should the municipality not eliminate this objective? Please explain.	No, the fifth secondary objective should not be eliminated. Note that the objective states that the roadmap should <i>contribute</i> to the sustainability targets for 2045.
11	Selection guide	1.4	9	Will the ownership of the terminal equipment present in the ten areas transfer to the contracting party and is this transfer included in the financing model?	No, existing and new terminal equipment in the ten areas will remain or will become the property of the municipality

No	Document	Section	Page no	Question	Answer:
12	Selection guide	1.4.1	9	1) Can we assume that the "preferred supplier" is the first and only one to offer its service for all replacement or expansion situations? 2) What are the reasons not to opt for a preferred supplier? 3) How does this route go?	Question 1: This is correct, please see answers below. Question 2: There may be technical, price or other reasons. Question 3: In conformance with tender legislation
13	Selection guide	1.4.1	9	The contract may be issued for five, or then ten years, subject to adequate performance. What is adequate performance? Is there an objective explanation?	Objective KPIs will be specified in the dialogue and tender phases, to be laid down in contracts and subsequently monitored in the execution phase.
14	Selection guide	1.4.1	9	The selection guide refers to 10 areas as living lab area. The appendix 'Eindhoven living lab for smart light' refers to a maximum of ten 10 living labs. Is the contracting party free to choose where to actually make amendments ?	Yes, the partner is free to do so, also refer to the answer to question 17.

No	Document	Section	Page no	Question	Answer:
15	Selection guide	1.4.1	9	"The scope of the contract will initially be confined to these ten areas for the first five years. Within these areas the Contracting party will have overall responsibility for maintenance, operation and development of public lighting installations. This is the content of the primary contract." This implies exclusion of QH and conflicts with the start of paragraph "The municipality will facilitate the living lab approach referred to at 1.2 by appointing ten areas (living labs) for experimentation, naturally in consultation with QH." Could the municipality please explain to avoid any ambiguity.	The transfer of responsibility to the contracting party / partner is combined with the instruction that this responsibility is to be executed in collaboration with the QH. We do not see any ambiguity in this. Also refer to the answer to question 16
16	Selection guide	1.4.1.	9	During the tender phase the appointment of the ten areas as part of QH is formalised. Does this mean that the five candidates to be selected in the dialogue phase are not involved? Could the municipality explain this process further in view of the services requested and the evaluation of the revenue models?	The law does not permit involvement of the five selected parties in the definitive appointment of the ten areas in which each of the selected parties is free to choose. After all, a choice made with input from the 5 selected parties could lead to actually or allegedly benefiting one or more selected parties.
17	Selection guide	1.4.1.	9	During the tender phase the appointment is formalised within QH. The provisional appointment is recorded in an appendix added separately to the announcement of the contract. The contracting party then has overall responsibility for the first period of five years. How should candidates understand this? On what should the candidate base its offer, if there is no involvement or expertise of appointment during the tender phase, as described now. Please explain.	The involvement in and knowledge of the appointment is discussed in the dialogue with each of the selected parties. The selected parties can each make a choice of the areas to be in contracted out, using plans based on own considerations and a needs study. Also refer to the answer to question 16

No	Document	Section	Page no	Question	Answer:
18	Selection guide	1.4.1.	9	The primary contract during the first contract 5-year phase is limited to 10 areas (living labs). The secondary part of the contract relates to the 10 specified areas, and outside these areas. What does this mean for management and maintenance activities outside the 10 areas? Can the municipality please explain?	The management and maintenance of the installations outside the areas offered by a selected party will not be covered under the agreement to be signed for the first five years.
19	Selection guide	1.4.1.	9	The primary contract during the first 5-year contract phase is restricted to the 10 areas (living labs). The secondary part of the contract relates to the 10 specified areas, and outside these areas. To what extent is the QH involved during this phase in areas outside said "living labs"? Please explain how candidates must see this and how they can anticipate implications and involve them in the development of revenue models.	Outside the areas offered by a selected party the contracting party will only be involved as 'preferred supplier' in (re)development projects. For the answer please refer to questions 12 and 20. This means that any involvement by QH in these projects will be described in the request per project.
20	Selection guide	1.4.1.	9	The secondary part of the contract suggests that the contracting party is involved as a "preferred supplier" for (re)development projects in which the public lighting installations will be replaced or expanded. How does this fits in with the requested selection requirements in relation to the revenue models and/or experience with public private partnership, which suggests the entire life chain, including operation and/or financing. There may be conflicting interests in this. Please explain	The secondary contract aims a) to make the partnership commercially attractive for the partnership partner (and therefore serves as an incentive) and b) to optimise maintenance and operation in the second 10-year period. Being a 'preferred supplier' means that contracts that are part of the secondary component do not need to be accepted.

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21	Selection guide	1.4.1.	9	The secondary part of the contract suggests that the contracting party is involved as a "preferred supplier" for (re)development projects in which the public lighting installations will be replaced or expanded. The contracting party may acquire these contracts by making "suitable" offers in terms of content and prices in line with the market, adjusted per project. What is in line with the market, considering that revenue models may not have been developed and are not offered based on operation and financing? Please explain how the municipality sees this contract in relation to the targets and approaches it in light of pricing?	Revenue models are not an issue in these projects. These are contracts paid per request.
22	Selection guide	1.4.1.	9	The secondary part of the contract suggests that the contracting party is involved as a "preferred supplier" for (re)development projects in which the public lighting installations will be replaced or expanded. The contracting party may acquire these contracts by making "suitable" offers in terms of content and prices in line with the market, adjusted per project. How does the municipality define market conformity, based on capex of total cost of ownership. Please explain.	Market conformity of an offer is initially measured based on the management estimate drawn up per request. A management estimate may comprise investment, management, and operational costs (including energy costs). In future, an estimate of anticipated 'social value' of the revenue may also play a role in the considerations.

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23	Selection guide	1.4.1.	9	The secondary part of the contract suggests that the contracting party is involved as a "preferred supplier" for (re)development projects in which the public lighting installations will be replaced or expanded. The contracting party may acquire these contracts by making "suitable" offers in terms of content and prices in line with the market, adjusted per project. The selection guide states that the innovation partner must have high ambitions. How does this fit in with said market conformity? This question stems from the fact that the contracting party is responsible for the result based on parameter targets (life expectancy and revenue models with associated risks) for basic and traditional work. Can the municipality please explain?	The high ambitions addressed in the selection guide do not refer to (re)development projects. For this project the ambitions translated into targets must be laid down in separate requests for tender. Incidentally, for (re)development projects, too, the roadmap will be leading in defining ambitions.
24	Selection guide	1.4.1.	9	The secondary part of the contract suggests that the contracting party is involved as a "preferred supplier" for (re)development projects in which the public lighting installations will be replaced or expanded. The contracting party may acquire these contracts by making "suitable" offers in terms of content and prices in line with the market, adjusted per project. To what extent are these future (re)development projects accessible for other market parties and how are they lawfully marketed? Please explain.	For each redevelopment project we will assess if application of the provision for contracts to be awarded separately is possible for the sector "lighting". We believe that, now the preferred supplier is selected ("automatically") via this call for tender for the area in question, we meet the convention's principles in respect of transparency, objectivity and non-discrimination. Since the provision for contracts to be awarded separately will not always apply, this call for tender specifies the projects for the next five years. These projects will fall under the framework agreement to be signed with the preferred supplier. This is in line with tendering legislation.

No	Document	Section	Page no	Question	Answer:
25	Selection guide	1.5	10	During the dialogue phase the need as well as the activities required may be honed and detailed. Can the consortium and/or appointed preferred suppliers within the consortium be expanded after the selection phase?	The parties that are selected for participation in the dialogue phase may not change during the dialogue, award stage and contract-close. This is in line with the principle of equality. If a partnership as referred to in article 2.52 paragraph 3 of the Tender Act submits a tender, the partners of the partnership must remain the same during the dialogue phase, award stage and at contract close. Selected candidates may not form a partnership during these phases. Members of a partnership may not tender individually. Candidates will therefore need to set up their consortium in advance, based on the scope of the contract encompassed in the targets and selection criteria. Naturally, the consortium may subsequently divide the tasks and specify how much each party is to contribute.
26	Selection guide	1.5	11	The tendering method is based on the principles of "Best Value Procurement". This method is mostly used by the Dutch Directorate-General for Public Works and Water Management and has not been applied much for municipal contracts. This may restrict candidates to address this professionally during the dialogue phase. Also, this places certain competency requirements on the municipality. The candidate understands that experiences with BVP and BVP-based contracts are still not entirely clear and that expectations are not always realised. There are also various legal procedures for this type of call for tenders and contracts. Please could the municipality explain.	Although there is indeed limited 'hands-on' experience with BVP, your question sketches and image that we, and other insiders, do not share. Experiences are positive, also within our municipality. BVP particularly enables tenderers to present their professional expertise during the tender phase, in a manner that distinguishes them, which is the reason we opted for this method. There are less than 1% legal procedures. This is less than for classically arranged calls for tender.

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27	Selection guide	1.5	11	The tendering method is based on the principles of "Best Value Procurement". This method is mostly used by the Dutch Directorate-General for Public Works and Water Management and has not been applied much for municipal contracts. Part of BVP is interviews with key figures. In today's world there is no guarantee that key figures will still be present in the same organisation next year. Particularly in light of the long-term partnership target it is therefore doubtful that this will offer the municipality sufficient guarantees within the framework of BVP and intended targets and added value. Please could the municipality explain and possibly consider an alternative, more usual manner of meat?	BVP is a method that uses MEAT! Interviews with key figures are indeed no guarantee that they will be able to perform a contract long term. However, it does give an insight into how well the plan is formed and the involvement of key officials.
28	Commission memorandum 23 August 2013	1.6	4 May	The advice is to apply a competition-gearred dialogue. The last paragraph states that the call for tender procedure and dialogue focus on value determination. We opt for an approach that optimises price and quality (Best Value Procurement). Providers are given an opportunity to present their expertise optimally. The candidate agrees with this conclusion. The candidate therefore also believes that the criterion of public private partnership could exclude or disadvantage parties who have not been involved in this type of pps contracts. This undermines the aim of the roadmap and input from parties to present their expertise optimally. Can the municipality please explain their view and consider adapting the selection criteria to provide support for the commission's conclusions?	Public-private partnership is an essential part of the contract. We are in fact striving for partnership. Regarded in that light, having limited experience with a PPS is a logical requirement (ME 3.5) and added value is assigned to having experience in a PPS with specific alliance characteristics (SC 3 and 4). This is line with the recommendation in the commission memorandum. Parties who cannot meet that requirement or who wish to increase their chances by demonstrating experience in this field, will have to realise this by entering into a partnership with a party who can contribute this experience.

No	Document	Section	Page no	Question	Answer:
29	Selection guide	1.6.1	12	Which parties are represented in a so-called project group?	The QH parties are represented in the project group, with the exception of knowledge institutes.
30	Selection guide	1.6.1	12	With regard to the division of roles in the "Quadruple Helix" descriptions are given which conflict with the principles as intended. For the municipality it is stated that the contract manager is supported by representatives in an executive project group. With regard to the definition of project group it is then stated that this group is responsible within a project area for determining the need and setting conditions for the projects. Several project groups may therefore be required in this. Knowledge institutes are involved in the project by the Supervisory Board and the contracting party at various levels, without reference vis-à-vis the project group. The guide then states that civilians have their needs represented by representatives in this project group. Other interested parties are informed and consulted by the project group. With regard to the contracting party, no relationship with the project group is given. The description then goes on to say that the contracting party is the director and responsible for the process. This is most confusing. Also, it seems to be at odds with the description at 1.3. with regard to participation by said stakeholders and also a possible relationship with revenue models to be developed. Can the municipality explain further so as to prevent conflicting information and to ensure that the candidate is given the right information, for a clear process.	Since organising the QH is to be part of the planning process by the selected candidates, it will be discussed in the dialogue phase. In this phase it is sufficient to present the municipal's outline vision on the division of roles within QH.
31	Selection guide	1.6.1	12	An area's population may have different interests and wishes. What are the municipality's views on how the representative described is to look after the various interests in a balanced manner, without this later leading to other wishes and requirements that could interrupt the process? How does the municipality guarantee the right representation of stakeholder residents?	One of the tasks of the market party is to ensure that the consultation process is carefully arranged. Participation by civilians - and their correct representation – plays an important part in this. The municipality can advise and provide support.

No	Document	Section	Page no	Question	Answer:
32	Selection guide	1.6.1	12	To what extent does the municipality regard the advice by the Supervisory Board, either given upon request or otherwise, as binding for the consortium?	This cannot be answered at this stage, see the answer to question 30.
33	Selection guide	1.6.2	12	The guide describes the early involvement of stakeholders. These are mostly involved at an early stage to determine policy. How does this fit within the description at 1.6.1. that refers to just one representative, who can be part of the project group, while the project group is responsible for determining the requirements (i.e. not policy) and setting conditions for projects? To what extent are these processes parallel and not conflicting? Despite the fact that this article refers to the "consultation and participation in the municipality of Eindhoven 2008" bye-law, the candidate would like a further explanation on how to interpret this.	See the answer to question 30
34	Selection guide	1.6.2	12	The guide describes the early involvement of stakeholders within the framework of consultation and communication. The contracting party uses the route planner in this. The municipality can advise and support the market party in this. The services requested regard finding revenue models that focus on innovation. These are processes that may be difficult to capture in streamlined processes. Which experiences does the municipality have in this respect, also in view of its suggestion that it can advise and support the market party in this? This implies that this can prevent process ambiguity and delay. Can the municipality explain and give market parties a better insight?	The municipality has a great deal of experience drafting interactive policy (consultation). We know from experience that while this may cost more time when dealing with civilians, it also creates more support. Moreover, parties feel more responsible for the end result and the formal decision-making process is often followed by less formal legal procedures. A good consultation process therefore contributes to an adequate determination of requirements and the route innovation should take, and how.

No	Document	Section	Page no	Question	Answer:
35	Selection guide	1.6.2	12	The summary of stakeholders presents the role division within the Supervisory Board. Do you know which persons, interest groups or representatives of (knowledge) institutes or businesses will take a seat on the Supervisory Board or will be appointed as such?	No we do not yet know this. See the answer op question 30
36	Selection guide	1.6.3	13	The current policy and conditions are set out in the documents referred to. This call for tender aims to create added value from innovation and to optimise revenue models. The current documents may be at odds with the these objectives. Can the municipality explain how this will be addressed?	The content and policy is leading. This means that when a plan fits in with the project objectives and has sufficient support, but deviates from existing policy, the municipal executive (or a competent organ or official) will be asked to sanction the deviation.
37	Selection guide	1.6.3	13	It is recognised that the policy is dynamic and changes over time. As the relationship continues, this is certain to affect developments within the contracts. Can the municipality please explain how the documents referred to must be regarded?	See the answer to question 36.
38	Selection guide	2	15	Can you provide an insight into which review committee will monitor the selection, dialogue and tender phase?	No, this is still being set up.
39	Selection guide	2.2	15	Are you prepared to shift the date of tender submission by a month, to June?	The dates have been changed, see Summary of additional information and changes No 1
40	Selection guide	2.2	15	The planning includes a table of specific milestones. It is noted that answers to questions are expected on 24 April. These answers may be reason for candidates to take corrective measures and actions for their application. The application date is now 12 May. This is a very short period for candidates to take action or provide responses geared towards the description in said documents. The candidate requests the municipality to move the date by two weeks to 2 June 2014.	The dates have been changed, see Summary of additional information and changes No 1

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41	Selection guide	2.2	15	If publication of the summary of additional information and changes gives rise to additional questions, can these be put afterward ?	Only if these questions relate to answers given earlier (so no new questions).
42	Selection guide	2.6	17	Who is in charge of assessing the applications?	See the answer to question 38
43	Selection guide	2.7.1	18	The guide states that the municipality will answer questions based on its experience and expertise. Article 1.4.2. states that a partnership is sought in view of limited resources and technical expertise. Can the municipality explain how these two aspects do not conflict, or guarantee that answers are based on adequate knowledge and expertise and that this provides the transparency required? Does the municipality consider involving expertise in this discrepancy?	Section 2.7.1 relates solely to how complaints are handled in the call for tender. We see no connection with the partnership referred to in section 1.4.2. If answers to the complaints presented were to show insufficient expertise, appeal is possible as set out in section 2.7.1
44	Selection guide	2.7.2	18	Can the municipality indicate why it has opted for a 10-day term rather than the prescribed 20-day term for interim injunction proceedings?	We have opted for a 10-day term to speed up the call for tender procedure. The 20-day term to which you refer applies to the award decision and not the selection decision. The legal term applies to the award decision.
45	Selection guide	3.1	20	Comments and suggestions may be discarded without motivation. Will candidates be informed?	Yes, the information will be communicated by means of the summary of additional information and changes.
46	Selection guide	3.4	21	In such an event the candidate may be asked to provide missing information and/or to verify the information, subject to a 5-day working day period. To what extent does the municipality allow for this in its planning from 12 May to 21 May?	This has been taken into account. Incidentally, verification can take place until communication of the definitive selection decision.

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47	Selection guide	3.5	21	The municipality shall retain the right to terminate the call for tenders procedure early, either in whole or in part, or may decide not to award the contract. How does this relate to a possible compensation for costs following the selection phase? After all, the costs of this process of dialogue-oriented competition are substantial for market parties. Please explain.	Only after the selection phase the selected parties will be able to claim compensation for costs, to be established in accordance with the tender guideline. If the tendering is halted during the dialogue phase, based on condition 3.5, then cost compensation will be paid pro rata the requested and delivered efforts to all selected parties. Following submission of the tender by parties, cost compensation is subject to a valid tender having been made. The successful party will not be able to claim compensation.
48	Selection guide	3.6	21	For the selection phase there is no right to compensation of any costs. Can the municipality indicate if there is to be any contribution towards the cost of a mostly capital-intensive dialogue route both during the dialogue phase and the tender phase?	See the answer to question 47
49	Selection guide	3.6 / 1.4.3	21	For the selection phase there is no right to compensation of any costs. For innovation, it is described at 1.4.3. that a small budget for innovation may be made available. Could the municipality explain the scope of this budget (one-off or structural; for the first 5-year contract period only or also for the second 10-year contract phase)? In itself, the scope of budgets for current maintenance and replacement of the 10 areas is restricted in light of innovation and revenue models. The candidate wishes to understand the realism of such common objective and basis of innovation partnership.	This will be examined in the tender guide, after the selection phase.

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50	Selection guide	3.7.2	22	The fourth bullet states that individual members of a partnership are not free to apply as a member or in another way. How does the municipality see this within the framework of possible sister companies and subsidiaries? Please explain.	Sister companies and subsidiaries are free to take part in another partnership if they can demonstrate that sufficient measures have been taken to guarantee mutual competition between the candidates. Concretely this means that they must state and, if requested, demonstrate that they: 1. Operate in the same market in free competition or are each active in a different market. 2. Have taken sufficient measures to guarantee confidentiality of information regarding the call for tender.
51	Selection guide	4.4	25	If the consortium describes preferred suppliers, must they submit the same suitability requirements as the consortium partners, referred to in 4.4 of the selection guide?	A consortium must meet all suitability requirements as a whole (i.e. not every member separately), unless it is specifically stated per requirement that every member of the consortium must meet that requirement.
52	Selection guide	4.4.1. ME 2.2	27	A requirement is stipulated with regard to the minimum cover per liability. This is in addition to an amount per policy year. The amount per policy year, does this refer maximum liability, or a cumulative amount in case of several incidents in the policy year in question? Please explain.	This is the (minimum) cover per policy year for 2 or more claims by one or more claimants.
53	Selection guide	4.4.1. ME 2.2	27	Within the framework of statutory liability, the guide refers to an insured sum with minimum liability per event. Usually, this is maximised per year. The municipality is required to adapt these insurance requirements to standard requirements.	These are the usual insurance requirements that have been in use for years. Also see the answer to question 52

No	Document	Section	Page no	Question	Answer:
54	Selection guide	4.4.3 ME	29	Additional requirements for executive activities to public lighting installations are often set. Can the municipality consider possible requirements to meet the intended suitability requirements beyond ME 3.6 and M.E. 3.7, specifically the NEN 1010 and NEN3140 as possible suitability requirements?	The law does not permit essential changes or additions to suitability requirements without withdrawing or repeating the tender. The municipality is not prepared to do so.
55	Selection guide	4.4.3 ME 3.5	28	1) Is the requirement listed by the municipality not discriminatory? The qualifying projects tend to be civil engineering projects that are of a substantially larger value than the one described here. In addition, this type of contract is usually found in large infrastructure projects, mostly for the Dutch Directorate-General for Public Work and Water Management. They do not or only occasionally occur within a municipal environment and especially not within the market segment of public lighting within a municipal environment. 2) Can the municipality please explain what it specifically means and aims for in terms of reference vis-à-vis public lighting?	Question 1: We regard this requirement as proportional and not discriminatory. The threshold amount is low and all sorts of PPS contracts qualify (including the realisation of construction works; a DBM contract is sufficient). In addition, there is no need for full contract responsibility, only management responsibility. Question 2: The aim is to enter into a partnership with a partner. This requirement is drawn up accordingly.
56	Selection guide	5.1	31	Within the framework of SC1 this is about the organisational and technical capability of the candidate. As part of how the criteria are supported, the candidate is not clear about the description of the second criterion with regard to the vision elements. Can the municipality explain what it means exactly or give examples, so that the candidate can better understand how to explain this within the perspective of SC1?	The key question is which technical and organisational capabilities the candidate has to complete the contract, in order to guarantee the continuity of public lighting. As such the candidate is invited to its vision and describe or demonstrate the correlation of the various contributing disciplines and facilities.
57	Selection guide	5.1	31	At an average rate of 10, the bottom table states 10 at 100%. Should this not be 20 ?	Thank you for your attentiveness. The number of points is 20 (not 10).
58	Selection guide	5.1	31	At an average rate of 10, 10 points may be earned. This seems illogical in view of the other ratings. Should this not be 20 points?	See the answer to question 57

No	Document	Section	Page no	Question	Answer:
59	Selection guide	5.2	32-34	<p>5.2.1. presents a table with targeted point allocation based on the various criteria mentioned, whereby the candidate understands that a maximum of 6 points may be scored. In conformance with the second table on page 33 with a subtotal of 5 points maximum, a maximum of 11 points may be scored in line with 5.2.1. In line with 5.2.2. and the table on page 34 a maximum of 10 points can be scored. The maximum of 5.2.1. and 5.2.2. is therefore 21 points. 5.2.3. then asks for one or more (up to 4) references. The guide then describes per type of innovation how said points may be awarded in conformance with the table on page 34. If the candidate submits four references that all qualify as "new service" innovation, a maximum of 16 points may be scored, and therefore a total of 37 points for 5.2., where the table on page 30 allows a maximum of 30 points. Can the municipality please explain.</p>	<p>Thank you for your attentiveness. The maximum points to be awarded for criterion SC 2 has been set at 30. This will remain as it is. For sub criterion SC 2-3 (section 5.2.3) an <u>additional</u> condition is that only one innovation may be submitted for each of the four types listed, by means of a reference.</p>
60	Selection guide	5.2.1	32	<p>Section 1.4.2 of the Selection guide states that in view of the complexity of the contract partnerships in particular are being invited whereby each party may submit its specific knowledge and expertise to create "synergy". However, the assessment of "General innovative capability" (see 5.2.1 Selection guide at item 1) seems to indicate that only the general innovative capability of the lead partner will be considered.</p> <p>In assessing this aspect, we would like to ask you to consider the information that relates not only to the general innovative capability of the lead partner, but also to the other consortium partners and to disregard what is stated at item 1.</p>	<p>You refer to Section 3.5.4 from the Proportionality Guide. This regards the proportionality of requirements. However, criterion SC 2.1 regards a 'wish' and no restrictions are imposed on this in the sense quoted by you. The restriction that this wish is to refer to the lead partner of a consortium indicates the relevance of innovation for this contract. After all, a consortium would otherwise easily meet the wish by including a small innovation company as a member that is not to be assigned any essential role in the contract fulfilment. This is prevented by having the wish relate to the lead partner. Nevertheless, we do understand your point. For that purpose, we will amend item 1 under the header NOTE as follows:</p>

No	Document	Section	Page no	Question	Answer:
				<p>This is because the requirements pertaining to the financial and economic capacities as well as the requirements in respect of technical and professional capability of the consortium must be assessed in their entirety (see 3.5.4 Proportionality Guide). Also, tenders by a consortium are characterised by the fact that partnership can offer “added value” (which is recognised by the contracting party in section 1.4.2 of the Selection guide).</p> <p>In assessing this aspect, we would like to ask you to consider the information that relates not only to the general innovative capability of the lead partner, but also to the other consortium partners and to disregard what is stated at item 1.</p>	<p>If the Candidate is a partnership of businesses, the Candidate has two options:</p> <ol style="list-style-type: none"> 1. The details are completed by and relate to the lead partner of the partnership. 2. Each member of the partnership submits the details requested. <p>The total score is calculated as an average of the overall member score.</p>
61	Selection guide	5.2.1	32	What do you regard as a Lead Partner?	This is the lead partner of a partnership and point of contact for the municipality. The lead partner is authorised by the members to take legally valid decisions on behalf of its members.
62	Selection guide	5.2.1	32	5.2.1 sub 1 and 2 sets requirements for the lead partner in relation to innovation. This description does not correspond with what is described at article 3.7.2 and may conflict. Can the municipality indicate which of the two requirements is leading?	We see no conflict. Sections 5.2.1 sub 1 and 2 do not regard requirements but wishes.
63	Selection guide	5.2.1	32	5.2.1. is a closed question. How does the municipality check the accuracy of indication and to what extent is this check facilitated within the planning provided in article 2.2?	See section 5.2.1. item 2 under the header NOTE
64	Selection guide	5.2.1	32	Does this relate only to OVL related R&D or may this be company-wide? If OVL related, how is this checked? More specifically, does your target regard public lighting related innovation costs only? Please explain	This applies to company-wide R&D and not just the OVL-related R&D efforts and costs.

No	Document	Section	Page no	Question	Answer:
65	Selection guide	5.2.1	33	The guide asks about the degree of innovation publicity acquired externally. Do you include advertising in professional magazines for a particular innovation? We believe that the degree of attention does not equal the quality of the innovative capability, but instead the power of communication. Please have external publicity only relate to 'unpaid-for' publicity.	Advertising and advertorials are not covered under 'attention in professional magazines'. The addition 'in combination with the quality of these professional magazines' as detailed in the assessment framework ensures that other paid publicity is not valued as high, considering that quality professional magazines do not work this way.
66	Selection guide	5.2.1	33	The candidate feels that the value of innovation can be deduced particularly from the requirements set out in the table on page 32 and that publicity and attention in professional magazines is less relevant in this. The candidate feels that the current award scheme does not reflect the actual value of the requirements set by the municipality. Can the municipality please explain, or reconsider the allocation of points?	If attention and publicity were the only parameters used, we would agree with you. However, this is not the case. The innovation jump has been included as a sub criterion based on a recommendation by an innovation expert. It is not a requirement, but a wish.
67	Selection guide	5.2.3	34	Are points allocated per reference? Or per innovation? Is reference the same as innovation in this context?	Points will be awarded per innovation, supported by a reference. Also see the answer to question 59
68	Selection guide	5.2.3	34	Can the municipality please indicate the difference between a "new (part) regulation system" and a "new management system"? These concepts are very similar. Please provide a clearer definition.	A (part) regulation system is the hardware and software for controlling an installation (component). A management system is an application for the acquisition and/or change of information about the installation.
69	Selection guide	5.2.3	34	Footnote 8 sets out the criteria for references. As it is put in the chapter on public lighting, please confirm that the references requested relate to the discipline public lighting.	Footnote 8 is used in both section 5.2.3 and section 5.3 and applies to all innovation and reference projects requested there.
70	Selection guide	5.3	35	Footnote 8 describes the criteria for reference for Appendix E. As it is put in the chapter on public lighting, please confirm that the references requested relate to the discipline public lighting.	See the answer to question 69

No	Document	Section	Page no	Question	Answer:
71	Selection guide	5.3	35	The table on page 35 refers to three categories in the "character revenue model". The third category refers to a combination with public contributions. Is it correct that one of the components of a possible public contribution also covers the contribution of the awarder of the contract? The candidate also regards the awarder of the contract as a public party and as such contributions by the awarder of the contract must also be regarded as a public contribution. Can the municipality confirm this view, or explain why this view is incorrect?	We confirm you view.
72	Selection guide	5.3	35	The guide states that public private partnership is regarded as the key to success. Public private partnerships can take on a variety of forms, such as communal project developments, usually ground-related, as well as large-scale dbfmo contracts. Can the municipality give any specific indications?	The municipality has no specific examples for its general finding.
73	Selection guide	5.3	35	Part of pps can be funding. Can the municipality explain how it feels vis-à-vis ownership of assets such as masts and/or fittings? This also in view of recent legal decisions on underground networks.	See the answer to question 11.
74	Selection guide / commission memorandum 23 August 2013	5.3	35	Item 1 of the commission memorandum of 23 August 2013, regarding the market consultation results, refers to the fact that the call for tender must take place based on a competition-targeted dialogue. The memorandum does not relate this to a public private partnership. Can the municipality explain why the selection guide presents a different approach?	The selection guide does not present a different approach. It gives a further detailing of the approach set out in the commission memorandum.

No	Document	Section	Page no	Question	Answer:
75	Selection guide	5.3	35	The municipality applies the criterion public private partnership both as a suitability criterion and a selection criterion. By asking for a reference the selection criterion is equalled to the suitability criterion. Could the municipality please give its view on this?	These are two dissimilar criteria that have their own application: the minimum requirement ensures that a candidate has some (minimum) experience with public-private partnership. In view of the special nature of the challenge and contract, we do not wish to bring on board parties who have no experience with PPS. The selection criteria SC 3 and 4 award points to value experience with specific forms of partnership that are relevant for this request.
76	Selection guide	5.4	36	The candidate is asked to present one reference in form Appendix F. Footnote 10 applies in this case. Can the municipality confirm that this is a project which is related directly to public lighting?	This cannot be confirmed: the reference may also relate to subjects other than public lighting.
77	Selection guide	5.4	36	Footnote 12 gives the definition "participating". Particularly within the framework of risk management, private parties are interested in stakeholders who wish to participate in any other form, including financial participation. Input of participation within the framework of the definition proposed by the municipality, may affect the candidate's process management and therefore the feasibility of revenue models and obligation of result. Could the municipality please explain how participation by stakeholders will not lead to an alleged negative impact on the candidate's obligation of result?	See the answer to question 34
78	Selection guide	5.4	35	Again the municipality asks for a reference with regard to a public private partnership. By asking for a reference the selection criterion is equalled to the suitability criterion. Could the municipality please give its view on this?	There is no 'equalisation' of a suitability requirement and a selection criterion. Also see the answer to question 75

No	Document	Section	Page no	Question	Answer:
79	Selection guide	5.5	37	The assessment is relative, i.e. with regard to the descriptions to be received from other candidates. To what extent is that not discriminatory? After all, candidates that are part of larger companies and/or holdings can participate based on broader experience and performance by their parent or sister companies and be assessed as such, versus companies who take a more specialist approach, solely within the segment of public lighting. The candidate feels that this manner of assessment, especially the relative aspect, disadvantages those professional parties that operate exclusively in the segment of public lighting. This would undermine the principle of a "level playing field". Can the municipality please explain how it regards this and possibly integrate this in a possibly more reasonable manner of assessment and reconsider or adapt this manner of assessment?	<p>Your objection is partly correct. We will address this as follows:</p> <p>The submitter of documents for selection criterion SC 5 is bound by the following requirement:</p> <p>1) Upon application by a partnership, the criterion SC 5 is declared applicable solely to the lead partner in this partnership. The information to be supplied must relate to the lead partner's business.</p> <p>The assessment of documents submitted for selection criterion SC 5 has been changed as follows:</p> <p>2) The relative assessment is scrapped. In the assessment, the distinctive aspect of the business operation sustainability process and the sustainability results (measured based on the four criteria mentioned in section 5.5.) are weighed a) in relation to the business scope and b) with regard to the usual working practice in its industry. The distinctive aspect must be explained in a convincing manner by the candidate.</p>
80	Selection guide	Appendix B t/m F	4	The selection guide refers to appendix B to F. The appendices are said to be supplied separately. These appendices have not yet been published on TenderNed. Could you provide us with said appendices?	These appendices have now been published on TenderNed (in Dutch and in English)
81	Start call for tender realisation Vision and Roadmap for urban lighting Eindhoven 2030, 31 March 2014	European ENIGMA light project	2	Within the ENIGMA light project Eindhoven opts for realisation of a light project in the area between TU/e and Strijp-S. The candidate does not recognise this project in the ten appointed areas. Is this light project part of said call for tender or is this integrated, or are these two entirely separate routes. Could the municipality please explain.	These are two separate routes / projects.

No	Document	Section	Page no	Question	Answer:
82	Commission memorandum 23 August 2013	Costs	05- June	This specifies, among other things, that market consultation has shown that the budget of € 3 million maximum referred to in the consultation document may be too little to realise a valid business case. It also states that extra resources may be desirable to increase chances of a successful call for tender. The availability of external resources will be researched for the call for tender. There is also a proposal to study the retrieval of an extra contribution of € 250,000 from the innovation budget for this call for tender. The guide also states that parties selected for the dialogue phases usually receive compensation for their work. Whether or not this compensation fits in the available budget of € 3 million will be studied. The candidate does not see a relationship between the selection guide and the items listed in the commission memorandum. With regard to the cost compensation, the selection guide states that this is not the case. Can the municipality please explain how the memorandum is to be interpreted and whether or not costs are compensated in the dialogue phase, which is said to be usual.	See the answer to question 47

No	Document	Section	Page no	Question	Answer:
83	Commission memorandum 23 August 2013	Costs	05- June	This specifies, among other things, that market consultation has shown that the budget of € 3 million maximum referred to in the consultation document may be too little to realise a valid business case. It also states that extra resources may be desirable to increase chances of a successful call for tender. The availability of external resources will be researched for the call for tender. There is also a proposal to study the retrieval of an extra contribution of € 250,000 from the innovation budget for this call for tender. The guide also states that parties selected for the dialogue phases usually receive compensation for their work. Whether or not this compensation fits in the available budget of € 3 million will be studied. The candidate does not see a relationship between the selection guide and the items listed in the commission memorandum. Can the municipality explain if the municipal innovation budget will provide resources for this roadmap and if so, how much?	See the answer to question 47. The availability of additional resources will be explained in the tender guide.
84	Start call for tender realisation Vision and Roadmap for urban lighting Eindhoven 2030, 31 March 2014	Ten areas	1	The documents describe that in the agreement the market party indicates in how many and which of these areas it will operate. Is this the agreement on award or contracting? If a party indicates it will work in two areas, how does the municipality feel about this? What happens if a candidate indicates it wants to work in eight areas? And what does this mean for the areas which the market party states it will not operate in? Can the municipality please explain how to approach this or what is meant exactly and what the relevant process is?	See the answers to the questions 14, 16, 17 and 18.

No	Document	Section	Page no	Question	Answer:
85	Commission memorandum 23 August 2013	Proposal locations	6	As part of the call for tender strategy a selection will be made of those areas suitable for the first part of the implementation of the Roadmap. This suitability is assessed based on the following criteria: need for maintenance, presence of glass fibre infrastructure, extent of citizen participation and style of living of the neighbourhood, and information from the neighbourhood monitor on safety perception. Also, the consequence of implementing the Roadmap for running projects or projects due to start, such as HOV2, Celciusplein, Eindhoven noord-west, will be part of the call for tenders strategy. The document "Eindhoven living lab for smart light" lists the ten areas. The underlying criteria as described in the memorandum are not all explained, nor their consequences for current projects or projects due to start. Could the municipality please explain and clarify these in light of the memorandum?	Based on the criteria given, locations have been selected based on the expertise available in the municipality for the primary contract (period of 5 years). For more information we would like to refer you to the brochure 'Eindhoven living lab for smart light'
86	Selection guide		31	Is the indication 10 points for an average rating of 10 and % of the points to be awarded correct?	See answer to question 58
87	Selection guide		33	Does the innovation jump referred to relate solely to the lead partner or can this also be used to present the innovation of another consortium partner or combination?	This does not necessarily relate to the lead partner but can also regard another member of a partnership or even a combination in its entirety.

No	Document	Section	Page no	Question	Answer:
88	Roadmap		10	The tender-award stage uses the method and principles of Best Value Procurement. This manner of contracting is applied particularly by the Directorate-General for Public Works and Water Management contracting policy. Experiences differ and there have been legal cases for a number of processes. How does the method fit in with dialogue-targeted competition and associated procedures? Request AD to reflect on this manner of operation and the relevant experiences.	Also see answer to question 26. BVP is a concept annex method and not a call for tenders procedure. It fits very well in the tender phase of a competition-targeted dialogue, although this has not yet been applied a great deal. The possible use of BVP insights are now being investigated, and how they can be used in the set-up of the dialogue rounds.
89	Roadmap		12	Living lab approach: The guide states that it concerns different types of areas, which (within a few years) will all have glass fibre and where there is a smaller or larger need for maintenance of public lighting. The candidate understands that at present Eindhoven has 70% glass fibre in collaboration with the Reggefiber operating company. Does this mean that this party is in no way a stakeholder and thereby implicitly not a party that can couple exclusively to one of the candidates for the selection process? Can the municipality please explain?	Reggefiber is stakeholder. It is obliged to offer its glass fibre network to operators in a transparent and non-discriminatory way.
90	Roadmap		13-23	The roadmap describes 10 areas for possible use as a living lab concept. These 10 areas are characterised by a difference in functionalities. Within the framework of revenue models this potential means that the Providing Party must perhaps find partnerships to develop the optimum revenue model. What does this mean for the possible set up of consortia within the framework of the selection phase, as parties may be recognised either early or later during the dialogue phase as possibly interesting and to have the offering party involve them? Please provide your explanation and vision.	To the extent you wish to adjust the set-up of a consortium to a particular choice for specific living labs, this choice should be made in this selection phase. We recommend that a consortium is made as broad as possible to allow for several approaches. After all, the consortium is finally given responsibility for the entire roadmap implementation throughout the city.

No	Document	Section	Page no	Question	Answer:
91	Innovation-driven procurement, 4 Nov. 2013		7	Regards "project target" sheet. This states that at the highest level of abstraction the intended project regards the realisation of a smart light grid, that brings together public lighting, energy and the (design) opportunities of the public space (2030). We do not really see the selection guide address the aspect of "energy", nor the related underground network. Can the municipality please explain why energy parties and/or network companies are not recognised as stakeholders within its descriptions or could the municipality please provide an explanation?	The subject of energy has been described in more detail in the Roadmap. The guide states that energy companies, like network companies can actually be stakeholders in this project. See the answer op question 7.
92	Innovation-driven procurement, 4 Nov. 2013		13	Regards the sheet "market consultation results". This states that the call for tender and award is based on factors including "maximum, measurable in money, value offered in the first 5 years for a fixed amount." How does this relate to the model described to apply contracting based on BVP, as set out in the selection guide at 1.5? After all, this involves opportunities as well as risks that fall outside the influence of the contracting party. The principles in said presentation of 4 November do not seem to be in line with the principle set out in the selection guide. Could the municipality please explain.	In the BVP value is allocated to the quality of the risk and opportunities file and the quality of the interviews with key officials. This value is factored into the tender fee as fictitious deduction to determine the ranking order of the tenderers.

No	Document	Section	Page no	Question	Answer:
93	Digipanel, Sept. 2013			The documents on the website also include the digipanel document. This recognises respondents' approval of the municipality asking market parties - in consultation with knowledge institutes and residents – to use the city these coming years as living lab for smart lighting options. This includes the outcome of opportunities and functions that in themselves are recognisable as possible wishes, but which candidates do not regard as contributions to revenue models to be developed. How does the municipality regard these extra wishes and opportunities within the framework of the roadmap objective, revenue model and restricted budgets? Could the municipality please explain.	The outcome of the digipanel survey should not be linked to the Implementation of the Roadmap for Urban Lighting. The outcome of the survey should not need to be taken into account.
94	Conclusions 1 on 1 meetings with market parties			Said document can be found on the website. Item 5 states that the risks should not be placed exclusively with market parties. It should be determined which party should bear which risk. The candidate feels that this conclusion cannot be distilled from the selection guide. Can the municipality please explain how it sees a balanced risk allocation within the process and in light of the selection guide and follow-up?	Said conclusion is a 'finding' by market parties that must be taken into account. It does not establish the how or when. We feel that risk allocation is not yet an issue in the selection phase. In the tender phase BVP offers an opportunity to propose a suitable division (for the tenderer).