

2nd Memorandum of Information Tender Document 'Metocean assessment for Dutch Wind Farm Zones' reference 202112138

Date of publication April 1, 2022

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) This is the 2nd Memorandum of Information, containing the questions 26-46 that were posed about this European Tender. The 1st Memorandum containing questions 1-25 was published on March 22, 2022.
- 2) There were some errors (incorrect links) in the Annex 5-II Remuneration:
On p. 4 under '**2.6 Rates to include all contractors costs**', the sentence "All rates and prices set out in Fout! Verwijzingsbron niet gevonden. Herein" should read "All rates and prices set out in table 1".
On p. 5 under '3 Pricing Schedule' the sentence "Fout! Verwijzingsbron niet gevonden." Should read: "Table 1".

No.	Location in Tender Documents	Question	Answer
26	References (section 4.3)	1. Could you allow us to use references of the services which are NOT specific to Wind Farms? 2. Could you allow us to use references of the services which are older than 3 years?	1.The references for 4.3.2. (Reference data), number 1 and 2 should refer to services specific for Wind Farms. Number 3 is not necessarily related to wind farms. 2. Reference projects that started longer than three years ago, but where completed in the last 3 years can also be used.
27	General	Does RVO provide the contractor with the scripts and tools and/or other resources, produced in the context of the previous metocean desk studies and wind resource assessments?	No. Deliverables from previous assignments can be retrieved through https://offshorewind.rvo.nl
28	General	"Tenderer can dispose of an operational wind and wave model of the Dutch North Sea". An operational model for water levels and currents in not mentioned, but how would it affect our offer if we were to dispose of one?	The Contracting Authority will assess the offers as described in section 5 of Tender Document (award criteria). Please provide motivation for all models proposed in order for the Contracting Authority to evaluate the proposed methodology.
29	EMD-ConWX	The EMD-ConWX dataset has been succeeded by new mesoscale datasets such as EMD-WRF and the NEWA data. Does RVO accept a comparison with newer datasets than the EMD-ConWX and does RVO accept that the EMD-ConWX data can then be discarded? According to the scope of work the EMD-ConWX dataset needs to be considered in the validation.	It is not mandatory to consider EMD-ConWx data if the tenderer considers other data sources to be better. Please provide motivation for the data sources to be considered. It is required to consider 3 reference data sources / models. All models and data (except for metocean campaign data by RVO) should be acquired at cost and risk of contractor and included within the base price. Refer to questions 24 and 25.

No.	Location in Tender Documents	Question	Answer
		This is a commercial dataset with purchase costs. Has RVO purchased the data and will make it cost free available at the start of the study?	
30	Measurements	What is the expected delivery date of the 6 months of measurement data from the planned floating LiDAR campaign in the IJmuiden Ver WFZ (IJV WFZ)?	31 January 2023 for processed data from the metocean measurement campaign. This data will be available in 6 monthly reports / datasets.
31	Track record	Are relevant projects for which the client cannot be named due to confidentiality evaluated in the same way as projects for known clients?	Reference contracts, to be filled in Annex 3, must include client contact details to allow the Contracting Authority to verify the references. Reference projects, to be filled in Annex 6, may include projects where the client cannot be named, due to confidentiality. The track record and experience of the project team will be evaluated according the criteria in section 5 of the Tender Document. Please provide as much detail as possible for Reference projects.
32	ARVODI 2018 Art. 21.3	The Contract could remain valid for a period 7 years, while the foreseen value of the contract is approximately € 1.000.000. This means that the overall cap of liability for this agreement is € 35.000.000. It is common practice to cap the liability to 1x contract value. Contractor therefore proposes to replace Article 21.3 as follows: "The Party that imputably fails to fulfil its obligations shall be liable to the other Party for the damage suffered or to be suffered by the other Party, with the proviso that the liability is limited to an amount equal to three (3) times the value of the contract, but in no case will exceed the value of € 1 million. The liability of the Contractor will expire after a period of five (5) years after the completion of the work, or if earlier, five (5) years after the termination of the Agreement."	The Contracting Authority does not agree with your proposal. In practice the risk that a party would be held liable for EUR 35 million for this Contract is very unlikely. According to ARVODI (for an order of EUR 1 million, a contractor can be held liable for a maximum amount of EUR 5 million <u>per contract year</u> (which is not a calendar year). A maximum of EUR 3 million applies per event. If in 1 contract year there are two (2) <u>independent</u> damage events of say EUR 3 million each, then the maximum liability is EUR 5 million euros. In theory (however, very unlikely), with a contract term of 7 years, a contractor can therefore be held liable for a maximum of EUR 5 million euros per contract year, as a result of which the Contractor has to pay a total of 35 million euros, <u>if</u> it can be established that he is actually liable for <u>all</u> events. These are damage events that occur independently of each other. The ARVODI 2018 also states that "<u>related events will be treated as one event</u>". If 1 event covers several contract years, the limitation of max EUR 3 million also applies. In our experience, in the majority of situations one has to deal with 1 damage event to which other events can be linked. The damage claim procedure then concerns 1 event (including related events) that covers several contract years and of which the liability is maximized to EUR 3 million in total.

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			The Contracting Authority wishes to agree on a good coverage of potential damage. In principle, under the Dutch Civil Code, a Contractor is liable without any legal limitation for all damage suffered by a client. In practice, only the judge has a right of moderation, which is applied in some situations. The liability limitations included in the ARVODI-2018 already deviate from the Dutch Civil Code in this sense in favor of the Contractor. Therefore the Contracting Authority considers the liability arrangement to be a reasonable one, that does not require any further adjustment.
33	ARVODI- 2018 Art 13.1	Given the scope of the Services and the obligation to publish the results online, can Contractor assume that under the Contract no information will be shared of which Contractor could reasonably assume it is confidential? Or could Parties agree that the obligation under article 13 is limited to the information that is explicitly marked as confidential?	The Contracting Authority wishes to be able to determine when it will make the information known or publicly available. Until that moment, the Contractor must be able to guarantee that it will not disclose this information within the meaning of Article 13.1 ARVODI 2018. Pursuant to Article 13.3, the Contractor can only share the results of the Services with a third party with the explicit permission of the Client.
34	Article 7 Model Dienstverleningsovereenkomst	In article 7 is foreseen that the Contractor has to grant a non-exclusive, irrevocable right to publish or reproduce the results of the Services. Does this mean that article 7 replaces article 24 ARVODI in its entirety? Since Contractor will retain ownership over the results of the Services, but it has to publish the results in a digital database, is it correct that Contractor is allowed (to the extent it meets the requirements under 2.7 of the Annex 5-III Scope of work) to decide on the terms and conditions it will make the data available to third parties?	As Article 7 of the draft Contract states, the Contracting Authority must obtain a right of use in the broadest sense. Only under this condition, as further described in Article 7, can the Contracting Authority waive the intellectual property. The condition described by you is therefore not acceptable to the Contracting Authority. Where Article 7 of the Public Service Contract deviates from Article 24 of the ARVODI, the provision of Article 7 of the Service Contract takes precedence over the provisions of the ARVODI 2018. Article 24 does not need to be deleted in this sense.
35	Question about mesoscale-datasets	Do the considered mesoscale data sets need to cover any wind projects external to the specified areas (green, blue, and orange outlines in Annex 5-III Fig. 1)?	For input datasets / mesoscale models, it is up to the tenderer to propose and provide motivation for the datasets used and the validation of those datasets. Please provide motivation for validations of input datasets against measurement source in the North Sea, including any measurement sources outside of the specified areas that the tenderer proposes to use for validation. For the atmospheric mesoscale model, three databases are proposed by RVO to consider (CSFR, Harmonie and EMD-ConWx). In case the tenderer proposes different datasets, please provide motivation why other datasets are equal or better.

No.	Location in Tender Documents	Question	Answer
			For requirement for output datasets, please refer to Table 1 in SoW.
36	WRA - Wakes	Wakes are not mentioned anywhere in the scope of work or the tender. Is there a desire for the WRA to include waked wind speed analysis, due to external and/or internal wind turbines?	Wakes (either internal nor external) do not need to be considered, except if the Tenderer considers that external wakes from any operational projects impact the floating LiDAR measurements. The scope of the Metocean Assessment is limited to an assessment of the free stream wind conditions. The Tenderer should consider in the proposal if external wakes from operational projects need to be considered to correct the floating LiDAR measurements to derive the free stream wind resource. Note that for reference the proposed locations of the IJV Metocean measurements are given in the Scope of Work.
37		Our preferred project manager for this project reaches his AOW (pension) age in October 2022 but intends to continue working for the next 5 years. Is this acceptable for the RVO? Does RVO need a letter from him to confirm this?	This is acceptable for RVO. It is preferable that a letter of confirmation is provided that he intends to continue working for the next 5 years.
38		Annex 5-II Remuneration" §4 states "Payments on delivery of each deliverable as per the schedule for deliverables in Annex 5 Scope of Work." whereas "Metocean Assessment Tender Document" §3.6.1 states "You can send an invoice every month based on the on the actual hours worked. You must include a summary of the actual hours/days worked in accordance with the applicable rates.". Obviously we prefer the latter to the former but would like to know which is applicable. In the case of the former is it acceptable to break the "Annex 5-III Scope of Work" §2.3 into staged deliverables?	Activities under Activity A and C can be invoiced and will be paid after acceptance of each of the 6 deliveries (please also refer to Q40), respectively one deliverable as defined in Table 1 of Remuneration. Therefore there will be 6, respectively 1 moment(s) for payment. Activities under Activity B and Activity D can be invoiced as defined under 3.6.1. in the Tender Document.
39		In the metocean tender document, it is stated that "the contract price for Activity A consists of the work as described in the Annex 5-III Scope of Work section 2.1 to 2.7". Are the costs for the webinar and costs related to the certification as specified in §2.8 and §2.9 excluded from the contract price?	The tender document should read: "the contract price for Activity A consists of the work as described in the Annex 5-III Scope of Work section 2.1 to 2.9 ". Costs for the webinar and certification are included in the Contract Price.

No.	Location in Tender Documents	Question	Answer
40		"Annex 4 Prices" defines 6 deliverables for Activity A but "Annex 5-III Scope of Work" §2.2 defines 7. Can we assume the prices for the 7 deliverables as defined in Annex 5-III have to be provided in Annex 4 and the 7th deliverable will be also added to "Annex 5-II Remuneration" §3, table 1?	There will be 6 deliveries, as defined under prices and at the top of page 13 of the SoW (like delivery 1: An initial, non-public delivery [...] based upon existing measurement data sources on 15 November 2022). Each of those deliveries will consist of the (7) bullet points (reports-scripts and tools) listed at page 12 of the SoW.
41		Annex 5-III Scope of Work: It is understood that Contracting Authority will remunerate DNV GL. How many review rounds have to be considered? We assume the costs involved for the contractor have to be spread over the deliverables can this be confirmed?	Please anticipate on significant interaction with the certification body. Interaction will strongly depend on the quality of the deliverables. Please anticipate on 2 - 3 review rounds per delivery with the certification body to close the Verification Comment Sheet, and a total of 300 hours for interaction between Contractor and certification body for the complete set of deliverables under Activity A.
42		Annex 5-III Scope of Work: The webinar is not part of the deliverables as defined in §2.2 of the same document and therefore also not listed in "Annex 4 Prices". Can we assume that we need to add the costs of the webinar in Annex 4 in a separate entry under Activity A? And will this entry be added to "Annex 5-II Remuneration" §3, table 1 as well?	No. See the answer to question 39. The costs of the webinar should be included under activity A. It is anticipated that one webinar will be held per site.
43		Annex 5-III Scope of Work, 2.10: For planning and budgeting the portal access we need an estimate of the size of the databases and the number of accesses to the databases. (a) We did not find a requirement for the resolution of the detailed area or for the whole potential windfarm area. Should we make a recommendation on this? (b) It is very hard for us to estimate the volume of traffic to download data is it possible for RVO to give some guidance on this? (c) would it be acceptable to give a basic proposal assuming a volume of traffic and an extra cost for traffic above this level?	a) For the resolution please refer to SoW Table 1: Summary of maximum required grid resolutions in meters. Additional recommendations are welcomed. b) The total number of views for the database (SoW 2.7) is in the order of magnitude of (ten) thousands. The number of users is in the order of magnitude of several hundreds. There is a significant difference in data needs for end users, for which some of them need big amounts of (spectral wave) data over a large spatial domain, and some need one variable at a certain place. Please assume these orders of magnitude for the pricing. If there are risks involved (e.g. slowing down of database user interface), please outline the risks and your response to those risks.

No.	Location in Tender Documents	Question	Answer
			c) No, please include one price.
44		Annex 5-III Scope of Work, 2.10: (see also 7): Is it possible to give information of the number of queries and downloads received for other wind farm areas?	See the answer to question 43.
45		Annex 5-III Scope of Work, 2.10: Is it possible to get information on the types of queries and volumes of downloads for other wind farm areas.	see the answer to question 43
46		Annex 5-III Scope of Work, 2.11: Is it reasonable to assume that additional search areas will be similar in size to the base search areas described in the scope.	It might be that the size of this (Output) Area differs, and that this Area consists of a geographically clustered set of Search Areas. Examples of such clustered sites are Area 5, which consists of Search Area 5 Oost and Search Area 5 MB, and Area 2, which consists of Search Area 2 Noord and Search Area 2 Zuid. Please anticipate that the size of the additional search area will be in the order of magnitude of the other areas defined in the SoW (Output Area 1, Output Area 2 and Output Area IJmuiden Ver, with reference to Figure 1, SoW)