



Memorandum of Information Request for proposal 'Wake Study Offshore Wind 2030'

Date: April 15, 2024

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 Request for proposal. This Memorandum of Information forms an integral part of Request for proposal (with reference 202401041)

Announcement	
1.	The contractor needs to sign a NDA. The NDA will be published with this MoI.
2.	You have to open the ESPD via Adobe Acrobat to avoid an error.

Question	Document / chapter / article	Question	Answer
1.	Scope of work	Could you please confirm that the planned wind development areas are fixed in place, or is there interest/opportunity in exploring different locations for the future zones?	Yes, the wind farm areas are fixed. The shapefiles will be provided at the start of the contract.
2.	Tenderdocument	Section 5.2.1 of the broader tender document states: "the extent to which the tenderer identifies realistic risks and takes appropriate measures to prevent or mitigate those risks". Could you please confirm these risks refer to our ability to carry out the work and are not associated with the wind farm build out scenarios themselves?	Indeed, those risks refer to project related risks, not the scenarios themselves.
3.	Scope of work	Could you clarify which measurement are provided for the Setup, calibration and validation model: number of locations, data type and duration of campaign	It is recommended that the Tenderer familiarise themselves with the available measurement datasets available in the Dutch offshore wind zone at: offshorewind.rvo.nl . For the temperature profiler data, more information will be shared as soon as it is available after the start of the Contract.
4.	Scope of work	How many wind farm parameterization scenarios should be accounted for in the mesoscale model simulations (WRF-Weather and research forecast)?	This needs to be determined by the Contractor, depending on which scenarios are deemed relevant by the Contractor, and what fits the timeline.
5.	Scope of work	Does the modeling need to be done using a mesoscale model or other alternative such as microscale model? For instance, whiffle or a CFD ode such as Openfoam ?	The modelling needs to be done using a mesoscale model.



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6.	Scope of work	How many layouts scenarios are foreseen in total for the tendered wind farm not yet built?	To be determined by the Contractor, depending on which scenarios are deemed relevant by the Contractor, and what fits the timeline.														
7.	Scope of work	What is the expected time frequency of output for the energy yield time series?	Please present your capability or recommendation. As a guide we would expect a maximum temporal resolution of 1 hour.														
8.	Scope of work	What is the expected data period of the WRF simulation: 2004-2024 ?	The simulation should include the dates 2024 to 2031 as per the RFP scope. Historical data used in the model is at the suppliers discretion and should be clearly presented in your response.														
9.	Scope of work	Which lifetime should be assumed for the existing and tendered wind farm: 20 y, 25y ?	The table below shows the wind farm life time per wind farm. This table will be updated at the start of the contract <table><tr><th>Wind farm</th><th>Lifetime</th></tr><tr><td>OWEZ</td><td>20</td></tr><tr><td>Prinses Amaliawindpark</td><td>20</td></tr><tr><td>Luchterduinen</td><td>25</td></tr><tr><td>Gemini</td><td>25</td></tr><tr><td>Borssele I en II</td><td>26</td></tr><tr><td>Borssele III en IV</td><td>25</td></tr></table>	Wind farm	Lifetime	OWEZ	20	Prinses Amaliawindpark	20	Luchterduinen	25	Gemini	25	Borssele I en II	26	Borssele III en IV	25
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10.	Scope of work	Which results should the GIS dashboard display? Averaged wind maps, time series, both ?	The GIS dashboard should include averaged maps at different points in time, the timeseries should be included or provided separately.																												



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11.	Tenderdocument	Section 3.1.2 Can contractor present comments/clarifications on Annex 3 draft agreement?	You got the opportunity to submit these comments/clarifications in this memorandum of information.
12.	Tenderdocument	Section 3.2.1 : Regarding the expert requirements, could you please clarify what do you mean by experience with wind simulations studies? Does CFD, microscale or mesoscale experiences count the same?	10 years wind experience with the experience clearly demonstrating wind flow modelling examples. CFD, microscale or mesoscale experiences count the same.
13.	Tenderdocument	The 10 years of experience need to be specifically for offshore or a mix of onshore and offshore.	10 years wind experience with the experience clearly demonstrating wind flow modelling examples both offshore and onshore in this case.
14.	Tenderdocument and annex 2	Section 3.5.2 and annex 2 Prices: In ITT document, section 3.5.2 you mention that invoices can be sent every month and contractor will need to include a summary of actual hours worked according to applicable rates. In Annex 2 "Prices v1.0" there is no tab to include our rates, prices must be given by contractor in lump sum per deliverable. Is there a section missing in annex 2? If not, can we suggest invoicing/payment milestones according to issuance of deliverables instead (% of total lump price)?	Invoicing/payment milestones according to issuance of deliverables is correct, see Annex 7 Remuneration.
15.	Tenderdocument	Section 4.3.2. : Could you please clarify if the 150 K EUR reference assignment requested needs to be executed by contractor's company, or can the reference assignment come from one of the contractor's resources past experience (prior to 3 years)? Ex: we have recently hired an expert that has worked as lead expert in a similar study that fulfills the 150k EUR threshold.	The reference assignment can come from one of the contractor's resources past experience if the contractor in question will be involved in the fulfilment of the contract.
16.	Tenderdocument Section 4.3.2.	Could you please confirm how many references we can provide in annex 6? In the ITT it is mentioned that only 1 reference may be provided for the core competence. As we only have one (Experience in simulation studies using mesoscale windmodels), does it mean we can only provide one reference assignment?	Yes, you may only provide 1 reference in total.
17.	Scope of work	Scope of Work document section 2.1:	It is up to the Tenderer to decide on which horizontal resolution is best suited for the purpose of the project.



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		Can you please clarify what is the horizontal resolution expected for the wake and wind speed map outputs: 1km, 100m, 10m ?	
18.	Annex 5 - Scope of Work, page 5	1.5 Planning and Deliverables: "This study is anticipated to consist of two phases. In the first phase, existing datasets are used for calibration and validation of the model. In the second phase, additional RVO measurements from a temperature profiler are used for validation of the model. As these measurements are still pending, this phase is optional." What would be the criteria for deciding whether to pursue the optional scope?	The availability of the temperature profiler data is the main criterium to decide whether to pursue the optional scope.
19.	Annex 5 - Scope of Work, page 5	"1.5 Planning and Deliverables: ""This study is anticipated to consist of two phases. In the first phase, existing datasets are used for calibration and validation of the model. In the second phase, additional RVO measurements from a temperature profiler are used for validation of the model. As these measurements are still pending, this phase is optional."" Does the estimated 500k euro contract value include the optional scope?"	Yes.
20.	Tenderdocument	In Article 4.1 you state that the ESPD must be signed 'wet'. Is a PKI signature also allowed?	Yes, a PKI signature is also allowed. See further paragraph 7.3.16 of the Tender Document.
21.	Social impact project	We understand the proposal for the social return pilot project will not be evaluated for tender award and can be submitted after the award of the contract. Would you kindly confirm?	Correct.
22.	Reference assignment	We understand that at least one reference assignment is required. It is mentioned that "The total value of the reference assignment must be at least EUR 150.000" and "The reference must demonstrate that they have a value of at least EUR 150.000,- ". Is our interpretation correct, that each reference assignment should have a minimum value of 150000 EUR?	Correct, also see the answer to question 16.
23.	Template for team	Is there a RVO template for the qualifications of the project team?	No.
24.	Presentation	Regarding "A GIS-based dashboard (or other visual (online) representation) showing the results", can you please clarify whether users should be able to download any results, if yes, what would be these user-deliverables?	The output of the GIS should be downloadable maps in standard wind energy formats. Timeseries should also be available.



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25.	Mesoscale flow model	In section 1.5 of annex 5 you appear to require narrowly the use of a mesoscale flow model with integrated wind farm parameterisation. While this is a common approach, we consider a different nested approach, with higher spatial resolution for the internal, external and cluster wakes, would be more appropriate to the challenge. Do you allow alternative advanced modelling approaches to be proposed in the tender.	See the answer to question 5.
26.	Existing datasets	Section 1.5: Existing datasets: Are any operational datasets provided by RVO for the model validation?	If it is meant that Operational datasets are current measurement campaigns. In that case, the monthly datasets are published on the website offshorewind.rvo.nl every month.
27.	Annex 4 - ARVODI 2018, clause 26.2	Could you please confirm that a certificate of insurance is sufficient proof of insurance? Our insurance policies are confidential and cannot be disclosed.	This is permitted, provided it is an authentic certificate issued by the relevant insurance company.
28.	Annex 4 - ARVODI 2018, clause 24.4	Would the following minor amendment be acceptable: "In so far as a separate instrument needs to be executed for the assignment of the rights referred to in articles 24.1 and 24.2, the Contractor hereby irrevocably authorises the Contracting Authority to draft such an instrument and will not unreasonably refuse to sign it, without prejudice to the Contractor's obligation to cooperate with the assignment of these rights as soon as the Contracting Authority requests it to do so, without attaching any conditions to its cooperation."?	Not acceptable.
29.	Annex 4 - ARVODI 2018, clause 24.3 and 24.9	Please confirm that the "non-exclusive and irrevocable right of use for an indefinite period" applies only to uses directly in relation to the Contracting Authority's use of intellectual property in relation to the Services.	Yes, but only under the circumstances as described in the articles 24.3 and 24.9 ARVODI 2018. Read in particular the first part of articles 24.3 and 24.9: 24.3: <i>"In so far as the results of the Services performed are achieved partly or wholly using existing intellectual property rights that do not accrue to the Contracting Authority....."</i> 24.9: <i>"Intellectual property rights arising from the Services performed other than those referred to in articles 24.1 and 24.2..."</i>



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30.	Annex 4 - ARVODI 2018, clause 24.1	Please confirm that background intellectual property will be retained by the original copyright owner.	Correct, but this must not hinder the rights of Contractor Authority as described in article 6.2 of the Agreement. See also article 24.3 and 24.9 ARVODI 2018 and the answer regarding question 29.
31.	Annex 4 - ARVODI 2018, clause 21	Please could you confirm that the liability of the Contractor for any breach of this Contract, or arising in any other way out of the subject-matter of this Contract, will not extend to any incidental or consequential damages or losses or any loss of profits, loss of data, loss of contracts or opportunity, even if the Contracting Authority has advised the Contractor of the possibility of those losses or if they were within the Contractor's contemplation?	Under the Dutch law, parties are in principle unlimited liable for damage they cause. The ARVODI-2018 nevertheless decided to limit the liability of the parties. To this end, a limitation in the form of a graduated scale has been included. No distinction is made between types of damage. The Dutch law does not make this distinction and, moreover, the contracting authority or the State sees no reason to limit liability even further in the present case.
32.	Annex 4 - ARVODI 2018, clause 21.3d	We cannot agree to unlimited liability in respect of data protection, particularly as we will not be processing personal data. Please could you confirm if this clause could be removed?	Not acceptable. In this case, the Parties will not enter into a processing agreement as referred to in Article 14 paragraph 2 of the ARVODI-2018, which is referred to in Article 21 paragraph 3 sub d. The Client and the Contractor must each comply with the General Data Protection Regulation.
33.	Annex 4 - ARVODI 2018, clause 21.3c	Please could you confirm that 21.3c only applies to knowing breaches of intellectual property rights?	Correct.
34.	Annex 4 - ARVODI 2018, clause 20.1 and 20.2	Please confirm that we are entitled to extensions of time and delay costs for all events beyond our reasonable control.	As soon as there is a threat of delay, the next steps will be discussed in consultation. See also the articles 22.2 and 22.3 ARVODO 2018, regarding "force majeure" situations.



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35.	Annex 4 - ARVODI 2018, clause 4.5	Could you confirm that certain performance criteria will be agreed prior to payment being released?	During the assessment of the services, it is checked whether the contractor has fulfilled his obligations as described in Scope of Work section 2.1.3 and 2.2.2.
36.	Annex 4 - ARVODI 2018, clause 3.1 and 3.2	Please clarify if this implies an overarching standard of 'reasonable skill and care', rather than 'fitness for purpose'. Our PI would typically cover the former but not the latter.	As described in article 3.1 Contractor has to fulfill the requirements as laid down in the Contract. Contractor guarantees that he meets them. In Dutch law there are circumstances (like "force majeure" situations for example), where Contractor can not be held liable for not fulfilling certain contractual obligations. This will be judged on the specific circumstances. The articles 3.1 and 3.2 are describing the overall obligations of Contractor to fulfil its contractual obligations under Dutch law.