



Oregon State University

Request for Proposals (RFP) 2021-003847 Subsea Power Cable Manufacture, Delivery, and Installation: PacWave South

ISSUE DATE: October 15, 2020

QUESTION DEADLINE: October 30, 2020 at 5:00 p.m. Pacific Time
All questions should be sent to constructioncontracts@oregonstate.edu
Please include RFP Title in the subject line.

NOTE: All times are in US Pacific Time (UTC-07:00)

PROPOSAL DUE DATE/TIME: December 2, 2020 at
2:00 p.m. Pacific Time

PRE-PROPOSAL CONFERENCE: October 20, 2020 from
8:00 a.m. Pacific Time via Zoom online video
conferencing.

CONTRACT ADMINISTRATORS:

Hanna Emerson & Ben Baggett
Construction Contract Administration
Oregon State University
644 SW 13th Street
Corvallis, OR 97333

Phone: +1 (541) 737-3401

Email: constructioncontracts@oregonstate.edu

AWARD DECISION APPEALS:

Kelly Kozisek,
Director & Chief Procurement Officer
Procurement, Contracts and Materials Management
Oregon State University
644 SW 13th Street
Corvallis, OR 97333

Phone: +1 (541) 737-2067

Email: kelly.kozisek@oregonstate.edu

It is the Proposers responsibility to continue to monitor the [OSU Business and Bid Opportunities](https://bid.oregonstate.edu/) website for Addenda <https://bid.oregonstate.edu/>. Failure to acknowledge any Addenda in the Transmittal Letter may cause your proposal to be considered non-responsive.

OSU standards and policies govern this solicitation ([Procurement Thresholds and Methods](#), [Procurement Solicitations and Contracts](#)) unless otherwise referenced or stated.

1 General

1.1 In-Kind Contributions for Cost Share Support

Proposers may assist Oregon State University (“OSU”) with meeting the cost share obligation required as a condition of the receipt and use of the federal funding from the U.S. Department of Energy (“DOE”) provided to support PacWave. Allowable costs that OSU can report in meeting this cost share obligation may include discounted goods or services, in-kind contributions, or direct gifts to the Project. Proposers seeking to assist OSU to make this cost share obligation through an in-kind contribution, gift, or discount of goods or services are asked to contact Heidi Sann, Associate Vice President of Finance and Controller at Heidi.sann@oregonstate.edu. Any discount, gift, or in-kind contributions made by Proposers are strictly voluntary and must be in accordance with OSU, OSU Foundation and federal rules. In-kind contributions, gifts or discounts to assist OSU to meet cost share obligations are not evaluated and will not influence contract award.

Entities other than proposers may also assist OSU to meet the cost share obligation.

1.2 Schedule of Events

The selection procedure described below will be used to evaluate the capabilities of interested companies to provide the services to Oregon State University (“OSU” or “Owner”) for this project. All times below are given in United States Pacific Time (UTC-07:00).

The selection procedure described below will be used to evaluate the capabilities of interested companies to provide the services to OSU for this project. Dates are subject to change by written addendum.

Schedule of Events:

October 15, 2020	Issue RFP
October 21, 2020	Non-Mandatory Pre-Proposal Conference at 8:00 a.m.
October 30, 2020	Question Deadline by 5:00 p.m.
November 5, 2020	Final Addendum Issued due 5:00 p.m.
December 2, 2020	Proposals due 2:00 p.m.

These dates are subject to change without notice

December 10, 2020	Notification of finalists
December 18, 2020	Estimated Interviews with Selection Committee
December 29, 2020	Estimated Notice of Intent to Award
January 15, 2021	Estimated Contract Execution

1.3 Pre-Proposal Conference

A non-mandatory virtual Pre-Proposal Conference (“Conference”) will begin October 21, 2020 at 8:00 a.m. Pacific Time (UTC – 7:00). Proposer’s attendance is encouraged, but not required. Any information provided during this Conference will also be made available by Addendum to this Request for Proposal (“RFP”) at the OSU procurement website [OSU Business and Bid Opportunities at https://bid.oregonstate.edu/](https://bid.oregonstate.edu/) under the RFP posting.

This Pre-Proposal Conference is intended to inform potential Proposers on details of the RFP and provide an opportunity to receive questions from those in attendance. Responses to questions received in the Conference and a list of registered attendees, will be posted by Addenda.

INSTRUCTIONS: Proposers interested in attending this Conference must complete the online Pre-Registration to obtain the link to attend this Conference. Please complete the online registration survey at https://oregonstate.qualtrics.com/jfe/form/SV_6JXU250EsDMfzfv indicating attendance and number of planned Conference attendees. **The link to enter the Conference will be sent to you at the email address provided in the registration, after the online registration process closes. Online registration closes 30-minutes prior to Conference start time.**

Only documents issued as written Addenda by Procurement, Contracts, and Materials Management department (“PCMM”) serve to change the Request for Proposal in any way. No other direction received by the Proposer, written or verbal, serves to change the RFP. Addenda will be published on the OSU procurement website. Proposers are advised to consult the OSU procurement website prior to submitting a Proposal to ensure that all relevant Addenda have been incorporated into the Proposal. Proposers are not required to submit Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by Addenda into their Proposal. Failure to do so may make the Proposal non-responsive, which in turn may cause the Proposal to be rejected.

1.4 Issuing Office

The Construction Contracts Administration (“CCA”) unit of PCMM, is the issuing office and is the sole point of contact for this RFP. All concerns or questions regarding this RFP shall be addressed to the Contract Administrators provided on the cover page of this RFP.

2 Proposer Requirements

In order to qualify as a responsive Proposer, the Proposer shall submit information in their Proposal describing their ability to meet the requirements in **Attachment A ‘Scope of Work.’** This information will be used as evidence to determine that Proposer meets these requirements. Proposers not meeting the requirements of the RFP will be deemed non-responsive and not eligible for further evaluation and award under this RFP.

- Professional Engineer Stamped and Signed Documents: Wherever a deliverable is identified as “Engineered” or “Stamped”, or any item is described as “Engineered”, the deliverable shall have been at a minimum reviewed, agreed to, signed and stamped by a professional engineer (“PE”) licensed in the state of Oregon. The PE signing a document shall be licensed and experienced in the appropriate branch of engineering for the deliverable. Where the PE experience is not directly relatable, a subject matter expert may review and sign the deliverable in addition to the PE sign off. The contractor shall provide full CVs (showing their experience/expertise in the area) for all PEs and subject matter experts who sign off on deliverables).

- Jones Act: Proposer should **not** expect an exemption to the Jones Act will be granted for this Project. Proposal must include a description of the Proposer's approach to ensure compliance with any Jones Act requirements. It shall be the sole responsibility of any Contractor awarded under this solicitation to ensure full compliance with the Jones Act for any work performed or services rendered under any resultant contract from this solicitation.

3 Background and Introduction

3.1 Background

Founded in 1868, OSU is a comprehensive, research-extensive, public university located in Corvallis Oregon, USA. OSU is one of only two US universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. OSU is also the only Oregon institution to have earned both Carnegie Foundation classifications for Highest Research Activity and Community Engagement, a recognition of the depth and quality of its graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, OSU has a presence in all of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. Oregon State offers undergraduate, master's and doctoral degrees through 11 academic colleges, the Honors College, Graduate School and online Ecampus, enrolling more than 31,000 students from every county in Oregon, every state in the country and more than 110 nations.

3.2 Introduction

OSU is seeking proposals from qualified, experienced firms for the manufacture, delivery, and installation ("Supply and Install") of the subsea power and data cable with dry mate connector system ("Subsea Cable") for the PacWave Project, located south of Newport, Oregon and as further described in this RFP. The selected Contractor will be responsible for the supply and install of the subsea cable, including delivery, design, coordination, testing and commissioning as applicable, and overall management of the work through to final completion and acceptance by OSU.

The proposing firm may sub-contract as necessary to ensure a comprehensive team. OSU may update the sample Contract to reflect the selected proposer's use of subcontractors.

OSU is an Affirmative Action and Equal Employment Opportunity employer.

3.3. PacWave Project Summary

OSU has partnered with the U.S. Department of Energy ("DOE") and other stakeholders to design and build a wave energy test facility located off the Oregon Coast, between Newport and Waldport, called PacWave South, the nation's first grid-connected, pre-permitted wave energy test facility ("PacWave" or "PacWave South" or "PacWave Project" or "Project"). PacWave is supported by DOE's Office of Energy Efficiency and Renewable Energy (under the Water Power Program Award Number DE-EE0007899), the State of Oregon and other public and private entities. PacWave will support the development of new, clean, renewable energy technologies and provide future power for local needs.

As a grid-connected test facility, PacWave South will provide wave energy converter ("WEC") developers with the opportunity to:

- Optimize wave energy devices and arrays to increase their energy capture

- Improve their survivability and reliability, and decrease their levelized cost of energy
- Refine deployment, recovery, operations and maintenance procedures
- Collect interconnection and grid synchronization data
- Gather information about potential environmental effects, and economic and social benefits.

As such, the primary purpose of PacWave South is to facilitate the testing of full-scale devices, with the generation and transmittal of power to the grid being of secondary importance. The project has also been developed to support DOE's mission, vision and goals to improve performance, lower costs and accelerate deployment of innovative technologies for clean, domestic power generation from resources such as waves.

PacWave South will be located on the outer continental shelf in the Pacific Ocean, approximately 7 miles (11.3 km) off the coast. It will feature four pre-permitted, offshore test berths in up to 260 feet (80 m) of water. Each berth will be equipped with a dedicated subsea power cable for transmission of electric power from the berth to a shore-based facility. The subsea cables will make landfall through individual, pre-installed steel conduits at Driftwood Beach State Recreation Site ("Driftwood"). At full capacity, PacWave South will have the potential to generate up to 20 megawatts of power, which will be transferred to the local electrical system.

A fifth, auxiliary subsea cable will provide power and fiber optic data connectivity from the shoreside Utility Connection and Monitoring Facility ("UCMF") to support various offshore instrumentation packages for environmental monitoring and research.

The total length of 36 kV, 5 megawatt-rated subsea cables to be purchased and installed is approximately 62 miles (100 km).

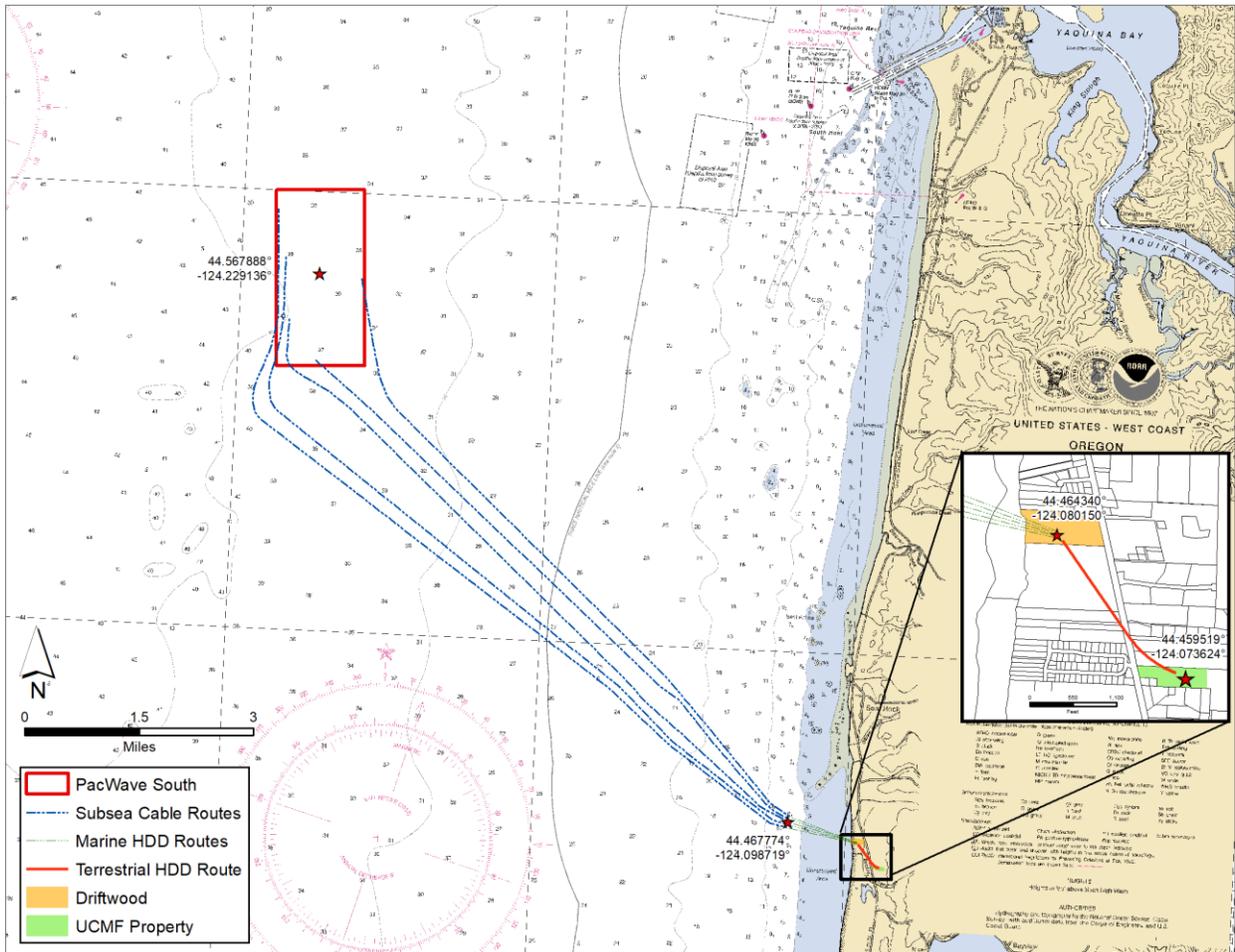


Figure 1 - PacWave South Site and Cable Routes

The summary information in this section provides an overview of the primary scope of work and is further detailed in Attachment A ‘Scope of Work’ (“Scope of Work” or “the Work”). The Contractor and its team must be skilled in developing and adhering to project schedules, preparing design documents, preparing construction estimates, performing value engineering, understanding construction methods and techniques relevant to the Scope of Work, performing constructability reviews, sequencing of Work, executing that Work while coordinating and working around existing plant operations, and coordinating and communicating the activities of the team to all members of the project team, including the owner and the Contractor team.

Note: A Sample Contract will be made available by Addendum to this RFP at a later date. The General Conditions, and any Supplemental General Conditions contained in the Contract Exhibits, shall apply to the work of all subcontractors and to the work of the Contractor.

If for any reason the parties are not able to reach agreement on the terms of the Contract, OSU is entitled to obtain services from any other source available to it under the relevant contracting laws and OSU Standards and Policies.

4 Scope of Work

This RFP is intended to result in a Contract for the Supply and Install of the Subsea Cable. The summary information in this section provides an overview of the primary scope of work and is further detailed in Attachment A 'Scope of Work.'

The Attachment A 'Scope of Work' document package is made available for access in a Box folder at the following link: <https://oregonstate.box.com/s/w6ak5y176s2mcgid85u77nju26shnqfv>

The purpose of this project is to Supply and Install subsea power cables with dry mate connectors. The subsea cables, accessories, and the associated civil work are to be supplied, installed, and guaranteed. Ownership of the new cable will transfer to the Owner after installation, testing, and acceptance by Owner in writing.

It is understood that every item in the Scope of Work may not be specifically mentioned or included in this RFP and that shall not preclude the Contractor from the responsibility to complete all necessary Work regardless, to ensure the completion of the work satisfactory to OSU and for Contractor to perform all Work as all inclusive, and to the standard of care recognized as typical of this industry.

OSU has provided a provisional route and has defined the boundary of the cable corridor. While OSU recognizes that the Contractor may revise the details of the route at a later date, we request that Proposals are based on the route provided and the cable lengths prescribed.

OSU has provided extensive geophysical and geotechnical data in support of this RFP and believes this is adequate for the requested work. However, the Contractor is responsible for determining if the provided data is sufficient, or if additional survey work is warranted to fully quantify the site. If required, this work should be included in the Proposal.

Proposer should address the following key elements, in addition to those described in detail in Attachment A 'Scope of Work:'

Supply and Factory Testing of Subsea Cable to include:

- Supply of Subsea Cables
 - Detailed subsea cable design
 - Manufacture five (5) x subsea cables
 - Manufacture of spare subsea cable
 - Manufacture of 100 ft. (30 m) test cable
- Supply of Dry Mate Connectors
 - Detailed design of dry mate connector
 - Manufacture of five (5) x dry mate connector export cable halves
 - Factory termination to subsea cables
 - Manufacture of one (1) x dry mate connector generation half
 - Factory termination to 100 ft. (30 m) test cable
- Factory Acceptance Testing of the above

Shipping and Installation of Subsea Cable System to include:

- Detailed cable installation and protection design and planning
- Factory Load out to shipping vessel
 - Post transfer testing
- Delivery of the above (subsea cables and connectors) from the manufacturing facility to installation location
- Installation and protection (burial, split pipe or other) of the above (subsea cables and connectors)
 - Cable pull in through shore landing conduit
 - Cable lay to site
 - Deployment of offshore dry mate connectors and quadrant assemblies
 - Bury cable along route
 - Install split pipe or other auxiliary protection where required
 - Post lay and burial inspection (confirm burial depth)
- Mechanical termination of cables in the beach manholes.
- Delivery of one (1) x 10,000 ft. (3,000 m) length of spare cable for use in future repair operations
- Delivery of one (1) x dry mate connector mating half, factory terminated to 100 ft. (30 m) test cable
- Cable transfer and post installation test program

Proposers shall include all elements of the Scope of Work in their proposal responses. Proposers who submit responses including only portions of the Scope of Work will be deemed non-responsive.

The Scope of Work does NOT include:

- Electrical or fiber terminations in the beach manholes. This is to be performed by other Contractors separate from the scope of this Solicitation.
- Cable and connector on-going maintenance and support. **This is not a scored criterion.** If Proposer elects to include information about on-going maintenance and support programs, it is at the option of the Proposer and is excluded from any considerations for evaluation or scoring of the proposal.

4.1 Subsea Cables

Subsea power cables will traverse routes requiring total cable lengths ranging from 56,000 to 73,000 ft. (17 to 22.3 km) from depths to 260 ft. (80 m) at the offshore test berth to a shore landing site at Driftwood. Each subsea cable will be buried along the route to a nominal depth of 3 ft. (1 m) or greater below seabed. A significant portion of the subsea cable route has the potential for burial up to 10 ft. (3 m) deep. Diving operations will likely be required in the nearshore zone to stabilize the cables exiting the shore landing conduits at a depth of 45 ft. (15 m) and protect the cables crossing a rocky seabed out to approximately 65 ft (20 m) depth. Total route distance requiring diver intervention is approximately 5,000 ft. (1.5 km) per cable.

4.2 WEC Interfaces – Offshore Dry Mate Connectors

The offshore end of each cable will be outfitted with subsea power and fiber optic dry mate, submersible connector systems for connection to wave energy converter developer-supplied dynamic cables, or umbilicals. One subsea cable and connector system will service each of the four individual test berths, and a fifth (identical) subsea cable and connector system (auxiliary cable) will service site instrumentation and serve as an in-place spare power cable if required. This configuration will allow testing capability for up to four different clients and WEC technologies at one time. Each dry mate connector will provide connectivity for full cable system power transmission and twelve single mode fibers.

The dry mate system is expected to be suitable for completion of connection (or disconnection) at sea in the minimum amount of time possible. As a goal, connections should be completable in six hours or less, from arrival at the work site until connection is completed and cables are returned to the seabed. Solutions with a faster turnaround are preferred.

Dry mate connectors will be supplied as complete mate-able halves (with blanking caps) and factory terminated to the subsea cables as part of the Scope of Work. During future testing operations, the subsea cables and dry mate connectors will be winched to the surface and mated to the WEC systems under test. Once mated, the subsea cables and dry mate connectors will be returned to the seabed for static operation during test operations. Dynamic umbilicals for each WEC and associated anchoring systems will be supplied separately as part of WEC systems under test.

The Scope of Work includes a single dry mate connector half (subsea cable end) for use in testing the subsea cable systems. This test item shall be factory terminated to a 100 ft. (30 m) length of subsea cable and supplied for this purpose. Additional dry mate connector mating half assemblies shall be ordered under separate contract(s) as required to match various WEC interface cables yet to be defined.

4.3 HDD Drilled Shore Landing

Subsea cables will be shore landed at Driftwood in Seal Rock, Oregon via five underground steel conduits presently under construction planning; construction will be completed in 2021. Each conduit will be approximately 5,300 ft. (1.6 km) in length, featuring a minimum clear ID of 6.43 in. (163 mm). Figure 2 below shows an overview of the shore landing and terrestrial infrastructure. Shore landing conduits will be installed via Horizontal Directional Drilling (“HDD”) 100 ft. (30 m) or more underground. Beach manholes (“BMHs”), or splice vaults, will terminate the HDD conduits and subsea cables at the shore landing site. The subsea cables will be mechanically anchored within the concrete splice vaults. Power conductors and fiber optic cable elements will be connected to underground terrestrial power and fiber cables for onward transmission to the UCMF, located on the east side of Highway 101, approximately 2,200 ft. (670 m) to the southeast.

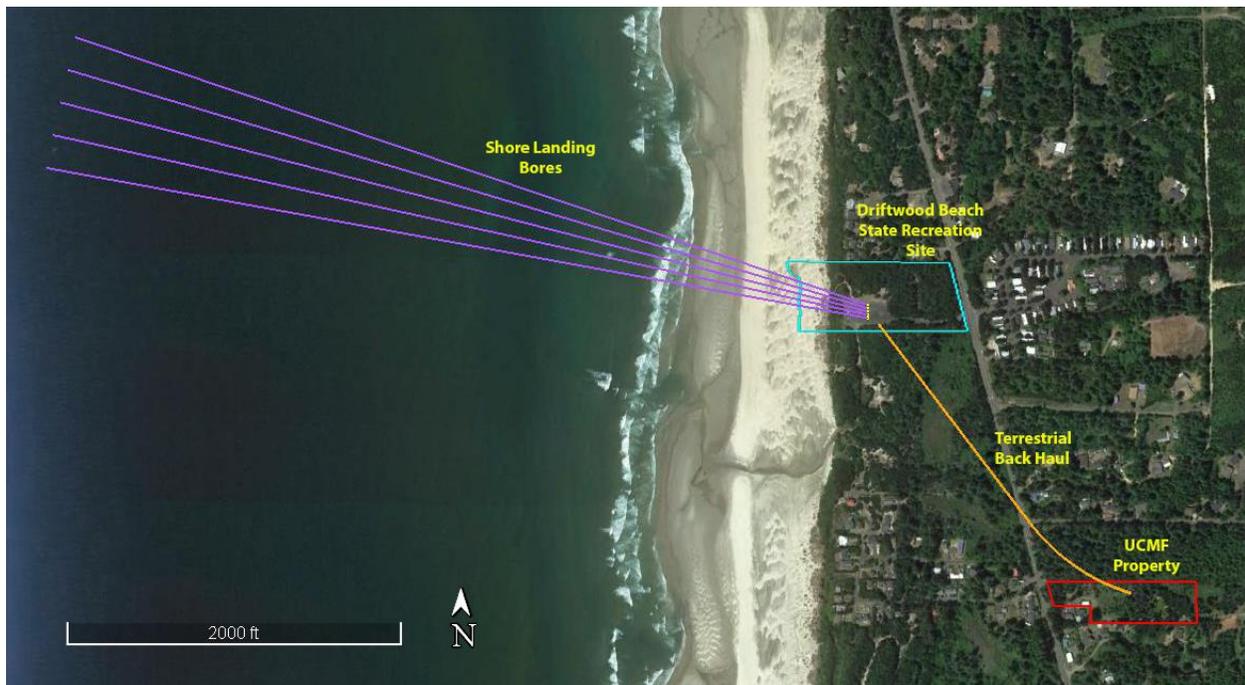


Figure 2 – Overview of Shore Landing and Terrestrial Infrastructure

4.4 Cable System Specifications Summary

- Five each independent power and data circuits (subsea cables)
 - One per test berth (four total)
 - Fifth for auxiliary circuit (serves as system spare)
- AC power transmission per circuit
 - 50 mm² copper power conductors
 - 5% voltage drop
 - 1 MW maximum at 12kV - 3 phase AC
 - 5 MW maximum at 30kV - 3 phase AC
- IEC Voltage Rating 18/30(36) kV
- Optical fiber connectivity
 - 12 each single mode fibers per berth circuit
 - Dry mate connector limit
 - 24 each total Large Effective Area Fiber (“LEAF”), Single Mode (“SM”) fibers per cable
 - Two each (minimum) fiber tubes per cable
 - 1x 12 live fiber tube
 - 1x 12 spare fiber tube
- Design life – 25 years
 - Continuous operation at rated power and operating voltage

4.4.1 Semi-Dynamic Offshore End

Dynamic durability of the offshore end of the subsea cables is a key requirement due to repeated mate and de-mate operations of the offshore dry mate connector during WEC mobilization and demobilization from the offshore test site. Each time a system is deployed to a test berth, or demobilized, the end of the subsea cable will be recovered to a project support vessel for mate or de-mate of the dry mate connector. Each of these cycles presents the potential for cable damage or failure. Dynamic durability of the offshore end suitable for a minimum of 10 mate/de-mate cycles under significant sea conditions will therefore be a key consideration for product selection.

4.4.2 Shore Landing Pull In

At the shore end of the cable, installation in the shore landing conduit is a critical requirement for project success. Given a 5,300 ft. (1.6 km) length, pull in of subsea cables through the shore landing conduit is a significant issue, requiring a cable with high strength to weight (in water), low friction outer covering and compact pulling termination.

4.4.3 Static Cable

Between the cable ends and specific requirements, a bulk of cable length will be permanently installed and buried along defined cable routes. This section of cable is expected to remain static and buried throughout the project's 25-year life but will require reparability in the event of mechanical damage or other failures.

4.4.4 Cable Maintenance and Support

Cable maintenance and support is not within the scope of this RFP and is not a scored criterion, however OSU will likely be seeking services for ongoing cable maintenance and support in the future. If Proposers elect to include information about on-going maintenance and support strategies it is at their discretion and will not be evaluated or scored. The PacWave project aims to encourage the development of a robust supply chain and marine services that can provide long term support to this and other marine industries and projects.

5 General Project Constraints

5.1 Timeline and Sequencing

Supply and Install sequencing will be dependent on Project scheduling. The overall project goal is completion of cable installation and commissioning by September 1, 2022. Proposals shall provide a project schedule which demonstrates a viable path to project completion within this limitation.

OSU anticipates the following:

- Contract execution by January 15, 2021.
- Completion of final, post installation testing by September 1, 2022.

5.2 Permit Requirements

- Bury subsea cables at a depth of 1-2 meters, to the maximum extent practicable, to minimize the amount of habitat conversion (soft bottom to hard structure) from laying exposed cable on the seafloor. Protect portions of the cable on the seafloor in areas where

it cannot be buried or persistently becomes unburied with split pipe, concrete mattresses, or other cable protection systems.

- Require all project-chartered or -contracted vessels comply with current federal and state laws and regulations regarding aquatic invasive species prevention and control (measure to also be implemented during project operation).
- Notify OSU as soon as possible in the event of an emergency in which fish or wildlife are being killed, harmed, or endangered by the subsea cable installation, and take action to promptly minimize the impacts of the emergency, based on guidance from OSU.
- Avoid crossing areas with rocky reef and hard substrate when installing the subsea cable, to the maximum extent practicable, to protect sensitive habitat features.
- Develop a vessel anchoring plan that avoids anchoring in known rocky reef or hard substrate habitats, to the maximum extent practicable, and minimize the use of anchors within the project area wherever practicable.
- Require vessels in transit to/from the project site to avoid close contact with marine mammals and sea turtles and adhere to National Marine Fisheries Service (“NMFS”) “Be Whale Wise” guidelines to minimize potential vessel impacts to marine mammals.
- Minimize construction activities during key Phase B gray whale migration periods (April 1- June 15), to the maximum extent practicable. If construction activities are proposed during this migration period, consult with OSU regarding the timing of such activities including cable-laying in state waters.
- Implement DP start up for cable laying during daylight hours.
- Require vessel operators to remain 500 feet (150 m) away from seabird colonies during the nesting season to minimize disturbance to nesting seabirds.
- Conduct outreach to inform mariners of project structures or activities to be avoided in the area (e.g., Notice to Mariners, flyers posted at marinas and docks).

5.3 Noise Limitations at Shore Landing Site

The contractor must adhere to all applicable regulations regarding noise at Driftwood. There are multiple private residences around the Driftwood worksite, with the closest located approximately 250 ft. (75m) to the north of the parking lot. It is critical that the maximum sound pressure level of the construction work should not impact nearby residences. Experience has shown that equipment generating 90 dBA at 10 ft. (3m) did not cause disturbance at the nearest residences. If excessive noise will be required to complete the construction work, sound screening/barriers will be required to limit the impact. Operations at Driftwood are limited to daylight hours. Weekend activity is allowable.

5.4 Schedule

Owner anticipates receiving a license from the Federal Energy Regulatory Commission (“FERC”) by December 2020. In the event of a failure of OSU to obtain FERC licensing, OSU reserves the right to terminate this Solicitation or terminate the Contract with the awarded Contractor.

All necessary state and Federal permits and licenses for the project are expected to be in-hand by

December 2020. OSU will be responsible for obtaining all permits. Awarded contractor will provide any information needed by OSU for compliance reporting.

6 Prevailing Wage

In compliance with Oregon Prevailing Wage Law, the following is incorporated into this RFP:

The Contractor and all sub-contractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates (“PWR”) for all Work performed within the State of Oregon’s legal boundaries. The contract is subject to the following Bureau of Labor and Industries (“BOLI”) wage rate requirements, which are incorporated herein by reference:

- July 1, 2019 PWR Apprenticeship Rates
- July 1, 2019 PWR for Public Works Contracts in Oregon
- July 1, 2018 Definitions of Covered Occupations for Public Works Contracts in Oregon

These BOLI wage rates are available online at:

https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

Prior to execution of a contract, the Contractor shall file with the Oregon Construction Contractor’s Board, and maintain in full force and effect, the separate public works bond required by Oregon Laws 2015, ORS 279C and OAR 839-025-015, unless otherwise exempt under those provisions. The contractor shall also include in every subcontract a provision requiring the sub-contractor to have a public works bond filed with the Oregon Construction Contractor’s Board before starting services, unless otherwise exempt, and shall verify that the sub-contractor has filed a public works bond before permitting any sub-contractor performing services to start Work.

7 Evaluation and Selection

7.1 Evaluation

This RFP evaluation and selection process will be conducted pursuant to the terms of this RFP and OSU Standards 03-010 and 03-015. Selection of a Contractor will be based on the criteria set forth in this RFP.

Stages of Evaluation are as follows:

a. Determination of Responsiveness:

Proposals that do not comply with the instructions, that are materially incomplete, that do not meet the minimum requirements, or that are submitted by Proposers that do not meet minimum qualifications may be deemed non-responsive.

b. First Stage Evaluation:

Those Proposals determined to be responsive will be evaluated based on the evaluation criteria contained herein.

OSU reserves the right to ask follow-up questions of Proposers during first stage evaluations. The questions will be for the purpose of clarification of information already contained in proposals and will not be an opportunity to submit additional documentation or change existing documentation.

OSU may negotiate or request a best and final offer after the first stage evaluation from the top scoring Proposer without moving on to the second stage evaluation.

c. *Second Stage Evaluation:*

OSU may choose to conduct a second stage evaluation of the top ranked Proposers in the Competitive Range. Second stage evaluation may consist of one or more of the following: interviews, presentations, written discussions, site visits/tours, demonstrations, reference checks, or best and final offers. Information regarding the chosen evaluation methods will be provided to the Proposers in the Competitive Range for each type of system. Interviews, if chosen as an evaluation method, will be prepared based on RFP responses. Specific interview questions will be provided at the time of notification.

Final scoring of the interviews or other second stage evaluation methods **will be separate and not cumulative** from the first stage evaluation. The evaluation committee will discuss the strengths and weaknesses of the finalists based on the results of the second stage evaluation. The committee will then rank those firms. Final ranking will be based on how well each finalist can meet the Project and OSU's needs as demonstrated in the finalist's response to questions or other evaluative methods. The finalist that has the highest overall ranking will be deemed the highest ranked Proposer.

The committee may consider any of the following criteria in the second stage evaluation or other evaluation criteria as determined by OSU, and give the criteria all or a percentage of the total points during the second stage of evaluation:

1. Ability to Execute

OSU's determination of Proposer's capability and capacity to implement the proposed Design in what OSU determines is an assured and timely manner. Warranty support provisions and terms for performance of cable over cable life.

2. Alternative Solutions and Approach

OSU's determination of innovative solutions to accomplish the Scope of Work in this RFP in a manner most advantageous to OSU. Considerations for determination include innovative solutions that yield safety, compliance, efficiency, effectiveness, timeliness, flexibility, and quality for the life of the product, (e.g. value engineering concepts demonstrated).

3. Cost Proposal, Best and Final Offer

Proposer's revised response to a cost proposal, as requested, or a best and final offer. Additional cost proposals for total cost of ownership may be requested for second stage evaluations.

Written notice of intent to award the Contract to the highest ranked Proposer will be provided to all responsive proposers, or an award may be made directly without notice of intent in those instances of a single responsive proposer.

If a second stage evaluation of all Proposers does not produce an award that is in OSU's best interest, OSU may return to the first stage evaluation to advance Proposers to an additional second stage evaluation.

a. Additional Stages of Evaluation:

If after completion of the second stage of evaluation, an award is not made, OSU may add

another stage or any number of additional stages necessary, using any of the methods outlined in the first and second stages of evaluation. Final scoring of any additional stages of evaluations will be separate and not cumulative of any earlier evaluation stages.

b. Single Proposal

In the event a single proposal is received, OSU reserves the right to conduct evaluations and negotiations as OSU deems necessary to make an award determination. Such evaluations and negotiations may or may not be consistent with the evaluations as described in this RFP.

7.1.1 OPTIONAL REFERENCE CHECKS

OSU reserves the right to check the references provided by the Proposer as required by this RFP at any stage of evaluation. If the evaluation committee determines the interviewed finalists are too close to score, OSU has no recent experience working with a finalist, or if the consolidated scoring indicates a tie, the evaluation committee will check the references provided by the Proposer as required by this RFP in Attachment B. Information obtained from references will be used in the evaluation committee’s final scoring and will be based on the evaluation committee’s understanding of how well each team can meet the needs of OSU.

7.2 Evaluation Criteria

Points will be given in each criterion and a total score will be determined. The maximum points available for each criterion and a description of each criterion are identified below.

Stage 1 Evaluation Criteria	Points
Experience and Capabilities	20
Qualifications	25
Capacity and Current Projects	10
Method, Approach and Equipment	20
Schedule of Operations	15
Cost	25
Warranty Support	10
Safety Record and Safety Plan	20
Workforce Diversity Plan	20
Stage 2 Evaluation Criteria	Points
Interviews, Presentations, Demonstrations	50
References	20

Stage 1 Evaluation Criteria:

1. Experience and Capabilities

Provide information about your team's experience and capabilities working together in performing the specific type of work, including manufacture and subsea cable installation activities as described in this RFP, and your experience working in similar sea and seabed conditions as found at the work site. Identify any projects you have undertaken in the region (e.g. Oregon coast). Provide a brief summary of no less than three subsea cable Supply and Install projects similar to that described in this RFP, that your company has completed or are currently contracted to complete, including methods of execution and the equipment being used. Include experience for similar services on federally funded projects. Include similar information for all key sub-contractors. Include in your Proposal response, details of past experience on the following specific elements of this Project including: supply and buried installation of medium voltage subsea power cables, supply and installation of dry mate connectors, dive operations, open ocean operations in US waters (subject to Jones Act), and performing long length cable pull in via underground conduit.

2. Qualifications

- a. Provide a description of your team and your team's overall qualifications (including subcontractors performing work) related to the manufacturing and installation of subsea cables similar to that sought in this RFP. Provide an organization chart with names, title, and job classification of personnel and identify key personnel, along with sub-contractor key personnel as applicable, that will be assigned to perform work if awarded under this RFP. Please provide percentage of time allocated for each team member to be assigned. If different personnel are to be involved in specific phases, those personnel shall be listed separately. Indicate current availability and proposed percentage of involvement for this Scope and whether the proposed team has worked together on previous projects.
- b. Identify your design and manufacture phase team including the designers, engineers and other team members that will be substantially involved in completing the design and manufacture of cables, dry mate connectors and other key elements, including sub-contractor key personnel. Describe what processes are utilized for the design and manufacture of the subsea cable and what firm is responsible for each process.

For the design and manufacture phase include details of the manufacturing processes such as: length of between factory splices, cable machine details (bobbin quantity, tonnage, etc.), power conductor and fiber optic element manufacturing and quality control, number of years building cable, and number of years building medium voltage cable as described in the Attachment A 'Scope of Work.'
- c. Identify your delivery and installation phase team including pre-installation planning personnel. Please include engineers and other key personnel and equipment involved in route planning, lay process planning, key technicians, diving services, trenching/burial systems and vessel crew. List relevant licenses within the State of Oregon for key personnel that will have responsibility for stamping or performing work.

Include details of all installation, diving, survey or other vessels planned for the project

including full vessel and cable equipment handling specifications.

3. Capacity and Current Projects

List the projects your team is currently contracted for and at what stage the projects are, in terms of completion. Provide similar information for any sub-contractors. Also, provide the proposing firm's total revenue volume (in US Dollars) for each year of business operations, not more than the five most recent years.

Indicate current availability of manufacturing facility for subsea cable including details on the current estimated times in the production queue with lead time from date of order to production and completion of cable final acceptance testing. Provide information showing availability of vessels specified in 2.c. above to meet the proposed installation schedule.

4. Method, Approach and Equipment

Provide methodology describing how each item in Attachment A 'Scope of Work' will be implemented. The methodology must highlight different approaches or standards, if any, that proposer recommends for different aspects of the Scope. Proposers are encouraged to offer innovative solutions to complete the Work during the specified time-period as shown in Section 5.0 'General Project Constraints,' subsection 5.1 'Timeline and Sequencing,' and subsection 5.4 'Schedule.'

Provide details and specifications of the proposed subsea cable and dry mate connector system proposed. The products proposed shall be that which the contractor considers appropriate to the requirements as described in the Scope of Work section (Attachment A). Manufacturer brochures, including manufacturer's warranties, should be included as supporting information.

Proposers are encouraged to specify products manufactured in accordance with the industry standards specified in the RFP. Where potential advantage exists for cost savings or technical improvement, vendors are encouraged to highlight and offer optional solutions in accordance with alternative, industry and internationally recognized standards for review and consideration by OSU. Where alternative standards are offered, vendors are encouraged to offer fully compliant and alternative solutions for comparison.

Describe your team's approach to the design and manufacture phase and the supply and install phase. Provide an assessment of the achievability of both Phases based on your proposed approach. Identify whether the team has partnered before and describe what has worked well and what has not worked well, on past projects.

Describe how the project could be phased/staged through both phases. Include the team's approach to subcontractors. Provide detail of which trades will be employed for each Phase.

Describe your team's methodology and experience with design and manufacture and the supply and install phases on a budget-conscious project of this nature. Identify successful experiences or unique services your team offers in these areas. Describe how your team will manage and communicate ongoing regular costs and budget status to OSU. Describe your processes to develop design and construction cost budgets, and the specific project controls you will employ to control costs during construction.

Describe the impacts to the PacWave Project anticipated during the supply and install phase. What criteria does the team envision will need to be addressed in particular phases/stages of the work?

Describe how your team plans to approach subsea cable installation in the substrates that may be encountered. Survey work performed to date indicates that a bulk of the route will consist of sand suitable for burial to 1 meter or deeper. However, specific portions of individual routes may cross sections exhibiting cobble and/or clay.

5. Schedule of Operations

Provide evidence of your team's experience reaching key milestones on projects with a similar scope under similar conditions and constraints. Describe how the team addressed any unexpected changes to the critical path during that project, in order to reach key milestones.

Identify the three most significant challenges under the scope of this RFP to reach the key milestones. Describe the approaches your team will employ to overcome those challenges and ensure completion of key milestones in both the design and manufacture and the supply and install phases within the schedule as set forth in Section 5.0 'General Project Constraints,' subsection 5.1 'Timeline and Sequencing.' Quantify the risk and magnitude of those delays.

Provide a list of any subcontractors your team intends to use for both Phases of work under this RFP and evidence of any past work with those teams. Please indicate if no past work performed with that subcontractor.

Proposed Schedule of Operations

Provide a proposed schedule of operation to successfully complete both the Design and Manufacture Phase and the Supply and Install Phase, during the specified time-period as shown in Section 5.0 'General Project Constraints,' subsection 5.1 'Timeline and Sequencing,' and subsection 5.4 'Schedule.'

Proposer shall provide a schedule of operations to achieve Work based on the following key milestones and schedule constraints:

Milestone Schedule:

- Contract execution
- Cable Detail Design complete
- Potential sample cable dynamic testing
- Conductors & fiber elements construction
- Conductors & fiber elements pre-cabling testing (per IEC 63026 & 60502)
- Commence cable construction
- Cable #1
 - Cable manufacturing
 - Dry mate connector termination
 - Complete cable test program (per IEC 63026 & 60502)
 - Completion of factory acceptance Cable #1
- Cable #2

- Cable manufacturing
 - Dry mate connector termination
 - Complete cable test program (per IEC 63026 & 60502)
 - Completion of factory acceptance Cable #2
- Cable #3
 - Cable manufacturing
 - Dry mate connector termination
 - Complete cable test program (per IEC 63026 & 60502)
 - Completion of factory acceptance Cable #3
- Cable #4
 - Cable manufacturing
 - Dry mate connector termination
 - Complete cable test program (per IEC 63026 & 60502)
 - Completion of factory acceptance Cable #4
- Cable #5
 - Cable manufacturing
 - Dry mate connector termination
 - Complete cable test program (per IEC 63026 & 60502)
 - Completion of factory acceptance Cable #5
- Spare Cable
 - Cable manufacturing
 - Dry mate connector termination
 - Complete cable test program (per IEC 63026 & 60502)
 - Completion of factory acceptance spare cable
- Completion of cable factory acceptance
- Cable load out to transport vessel
- Post-loading cable testing
- Shipping
- Cable transfer
- Post-transfer cable testing
- Cable #1 lay operation
 - HDD conduit pull In
 - Cable lay to site
 - Cable testing
 - Cable burial & near HDD protection
 - Post lay inspection
 - Cable #1 acceptance testing
- Cable #2 lay operation
 - HDD conduit pull In
 - Cable lay to site
 - Cable testing
 - Cable burial & near HDD protection
 - Post lay inspection
 - Cable #2 acceptance testing
- Cable #3 lay operation
 - HDD conduit pull In

- Cable lay to site
 - Cable testing
 - Cable burial & near HDD protection
 - Post lay inspection
 - Cable #3 acceptance testing
- Cable #4 lay operation
 - HDD conduit pull In
 - Cable lay to site
 - Cable testing
 - Cable burial & near HDD protection
 - Post lay inspection
 - Cable #4 acceptance testing
- Cable #5 lay operation
 - HDD conduit pull In
 - Cable lay to site
 - Cable testing
 - Cable burial & near HDD protection
 - Post lay inspection
 - Cable #5 acceptance testing
- Completion of Installation
- Site clean-up & demobilization

6. Cost

The Supply and Install cost proposal is to be based on the information provided in this RFP exclusive of any alternative approaches and assume a 1 meter nominal target burial depth as OSU has determined to be practicable at the time of this RFP issue.

The Proposer's cost proposal must include the necessary goods, labor and all other associated costs and services to perform the scope and deliverables as described in this RFP. Formula for scoring cost points for lump sum categories 1, 2, and 3 below will be as follows: lowest cost for each of the lump sum categories will receive full points with higher cost price related items receiving proportionally lower points according to this formula: **(Lowest Cost Proposal / Proposer's Cost) x Points Available. Scores are rounded to the lower score if under 0.5 and up to the next higher score if at or above 0.5.**

This cost proposal will become the initial contract amount for the awardee with additional services being added via amendment if/when applicable.

In the event of a discrepancy between unit prices and extended (arithmetically calculated) prices, unit prices will prevail over extended prices.

Cost proposal must include the following:

1. PROPOSED LUMP SUM PRICING – Cable System Design, Manufacture and Factory Test (10 Points)

Overall lump sum price of \$_____ * consisting of the following:

- Detailed cable and connector design

- Factory QC testing of cable elements
- Manufacture five (5) x subsea cables
- Manufacture of spare cable
- Manufacture of 30-meter test cable
- Manufacture five (5) x dry mate connector export halves
- Manufacture one (1) x dry mate connector generator half
- Factory terminate connectors to cables
- Factory acceptance testing of cable assemblies

2. PROPOSED LUM SUM PRICING – Installation and Testing (10 Points)

Overall lump sum price of \$_____ * consisting of the following:

- Delivery of the above (subsea cables and connectors) from the manufacturing facility to installation location
- Installation design and planning
- Installation, burial and/or alternative protection of subsea cables and connectors
- Mechanical termination of cables in the beach manholes.
- Post Lay and Burial inspection
- Post installation, Final Acceptance Testing

* Proposer shall identify all variables and assumptions included/excluded from the lump sum pricing in the above. Such variables and assumptions shall include but not be limited to the following: 1.) # of weather days assumed, 2.) day rate for additional weather downtime (inclusive of vessel(s), crew, other items subject to weather delay, equipment rental charges, etc.); and 3.) copper, fuel and other commodity variables for raw materials, basis and variance pricing

3. PROPOSED ITEMIZED PRICING (5 Points).

Proposer with the lowest cost when all lines below are calculated, will receive the full points assigned to this category.

Cost control governs the success of this Project. OSU relies on its Contractor to achieve cost control, upholding the agreed upon budget through to the closeout of the Project.

Proposer’s cost proposal shall also include the following pricing items in the event that OSU elects/requests additional cable or cable protection for various sections of cable, or actual site conditions differ from the proposed basis, requiring additional cable protection:

1. Per unit pricing of cable ordered in conjunction with this contract. Specify per unit pricing per + or – meter of cable: \$_____.
2. Manufacture and delivery of additional dry mate connector generator mating half, factory terminated to 30-meter subsea cable: \$_____.
3. Linear meter unit cost of cable buried at 1 meter: \$_____.
4. Linear meter unit cost of cable buried an additional 1 meter deep (2-meter total burial depth) \$_____.
5. Linear meter unit cost of concrete mattress cable protection: \$_____.
6. Linear meter unit cost of split pipe cable protection: \$_____.

7. Linear meter unit cost of other cable protection approaches (add additional lines as needed): \$_____.

7. Warranty Support

Provide terms on a minimum 5-year initial warranty support period on all materials and subsea cable system performance, including but not limited to warranty terms on maintenance, repair, and replacement and any additional terms to ensure full system performance during this initial period.

Proposer shall provide a maximum response time to address any warranty claims of not more than 1-year from time of notification by OSU of warranty claim. OSU reserves the right to negotiate any warranty terms prior to Contract execution.

Formula for scoring cost points for Warranty Support cost will be as follows: lowest cost will receive full points with higher cost price related items receiving proportionally lower points according to this formula: **(Lowest Cost Proposal / Proposer's Cost) x Points Available. Scores are rounded to the lower score if under 0.5 and up to the next higher score if at or above 0.5.**

Warranty Support cost for initial 5-year warranty support period \$_____.

8. Safety Record and Safety Plan

Provide a draft Safety Plan covering the Scope of Work as described in this RFP. A draft Safety Plan should address the following: general information, emergency information, key organization personnel, shipboard safety, hazard evaluation/facility impact, emergency procedures, work zones, security measures, fire protection, and other industry related precautions necessary.

Provide the following safety record information. Include a brief summary and amount of any fines imposed due to safety violations. Your corporate safety philosophy and approach including a description of how this philosophy is implemented among trades at work.

- Experience Modification Rate ("EMR") for each of the last five years.
- Lost Time and Recordable Incident Rates for each of the last five years.

9. Workforce Diversity Plan

Provide a description and identification of Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE") or Emerging Small Business ("ESB") certifications for your firm and a description of your firm's nondiscrimination practices. Provide any historical information on MBE, WBE or ESB Joint Ventures, subcontracting or mentoring plan, and utilization history for projects completed within the past three years.

Provide a narrative description of your current workforce diversity program or plan, and the plan for obtaining subcontracting and consulting diversity for this project.

The contractor shall perform the work and the contract with respect to diversity according to the means and methods described in its workforce plan described in the response, unless

changes are requested and approved in writing in advance by OSU or are required by applicable laws, ordinances, codes, regulations, rules or standards.

7.3 Investigation of References

In addition to responding to the evaluation criteria above, provide the names, addresses, email address and telephone numbers of three professional references for work performed by your company on similar projects using the form in **Attachment B 'References.'** At minimum one reference provided shall be related to a project described in the Experience and Capabilities section of the proposal. Verify that the individuals identified have had direct involvement with the referenced project, and the email address and telephone number are current. Do not include references from any company or individual included in your team for this project, or any OSU personnel. OSU may check with these references and with other references associated with past work of your company. Reference checks may occur during any stage of evaluation.

If the evaluation committee determines the interviewed finalists are too close to score, or if the consolidated scoring indicates a tie, the evaluation committee will check the references provided by the Proposer as required by this RFP in Attachment B 'References.' Information obtained from references will be used in the evaluation committee's final scoring and will be based on the evaluation committee's understanding of how well each team can meet the needs of OSU.

7.4 Negotiations

OSU may commence negotiations with the top scoring Proposer or commence simultaneous negotiations with all responsive Proposers within the competitive range. OSU may negotiate:

- The Statement of Work;
- The Contract price as it is affected by negotiating the Statement of Work;
- Warranty Support terms and conditions; and
- Any other terms and conditions as determined by OSU.

7.5 Contract Award

a. A Sample Contract will be added by addendum at a later date and incorporated into Attachment C 'OSU Sample Contract.'

b. Any exceptions to the Terms and Conditions included in Attachment C the Sample Contract shall be clearly identified and appended to the Proposal in order to be considered by OSU during the negotiation period following selection of the Apparent Successful Proposer.

8 Reserved

9 Responsibility Evaluation

OSU reserves the right to investigate each proposer's responsibility in accordance with the requirements of the Oregon State University Standards, and will consider information obtained from any source as part of its evaluation, at any time prior to execution of a contract. Submission of a signed proposal response constitutes the proposer's approval for OSU to obtain any information OSU deems necessary to conduct the evaluation including, but not limited to, credit reports and information discovered during reference checks.

Financial Information: OSU will notify proposers, in writing, of any financial documentation required, which may include recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information.

OSU may postpone the award or execution of a contract in order to complete its investigation and evaluation. Failure to promptly provide complete information requested may render the proposal response nonresponsive. Failure of a proposer to demonstrate responsibility will render it non-responsible and constitute grounds for proposal response rejection.

10 Submission

Each Proposal shall be submitted electronically and received by the date and time as stated in this RFP. Submit one (1) electronic copy of the Proposal via e-mail to **bids@oregonstate.edu** by the Proposal Due Date and Time and properly addressed to the Contract Administrators. Proposals should contain original signatures on any pages where a signature is required (in the case of electronic submissions, either electronic signatures or scans of hand-signed pages should be included). Proposals should contain the submittals listed in this section below.

Your proposal response must be contained in a digital document **not to exceed twenty-five pages** including the pricing sheet, pictures, charts, graphs, tables and text the proposer deems appropriate to be part of the review of the proposer's response. Accompanying documentation exempt from the twenty-five page proposal limit, includes: Cost tables, Transmittal letter, table of contents, front and back covers, blank section dividers, CVs or resumes of proposed key individuals, as well as any accompanying technical documentation, financial statements, sales literature, manufacturer brochures, manufacture warranties, or diagrams, will not be counted in the page limit. No supplemental information to the twenty-five page proposal response or exempted accompanying documentation, will be accepted.

Information should be presented in the same order as the above evaluation criteria. The electronic proposal response should be sized appropriately for transfer (under 1 GB). The basic text information of the response should be presented in standard business font size, and reasonable margins.

Your proposal response must be signed by an authorized representative of your company with the authority to bind the Proposer and contain contact information including email for communication purposes. Signature certifies that the Proposer has read, fully understands, and agrees to be bound by the Request for Proposal and all Exhibits and Addenda to the Request for Proposal.

OSU may reject any proposal not in compliance with all applicable OSU solicitation procedures and requirements, and may cancel this solicitation or reject for good cause, all proposals upon a finding by OSU that it is in the public interest to do so.

Note that OSU will not accept proposal responses or queries that require OSU to pay the cost of production.

Telephone, facsimile, or paper submittals will not be accepted. Proposal responses received after the closing date and time will not be considered.

11 Instructions to Proposers

11.1 Applicable Statutes and Rules

This Request for Proposal is subject to the applicable provisions and requirements of the Oregon Revised Statutes, Oregon Administrative Rules, and OSU Policies and Procedures.

11.2 Communication During the RFP Process

In order to ensure a fair and competitive environment, direct communication between OSU employees, other than the Administrative Contact or other PCMM representative, and any party in a position to create an unfair advantage to Proposer or disadvantage to other Proposers with respect to the RFP process or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the solicitation and for Proposer(s) not selected for award ends with the conclusion of the appeals period identified in OSU Standard 03-015, Sec. 5.20.8(b) and for Proposers(s) selected for award ends with the Contract Execution. This restriction does not apply to communications to other OSU employees during a Pre-Proposal conference or other situation where the Administrative Contact has expressly authorized direct communications with other staff. A Proposer who intentionally violates this requirement of the RFP process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Proposal rejected due to failing to comply with all prescribed solicitation procedures. The rules governing rejection of individual solicitation responses and potential appeals of such rejections are at OSU Standard 03-015, Sec. 5.20.

11.3 Manufacturer's Names and Approved Equivalents

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and catalog numbers listed in a specification are for information and not intended to limit competition. Proposers may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Proposals are based on equivalent products, indicate in the Proposal form the manufacturers' name and number. Proposers shall submit with their Proposal, sketches, and descriptive literature, and complete specifications. Reference to literature submitted with a previous Proposal will not satisfy this provision. Proposers shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the RFP.

11.4 Requests for Clarification or Change

Requests for clarification or change of the RFP must be in writing and received by the Contract Administrator no later than the Question Deadline. Such requests for clarification or change must include the reason for the Proposer's request. OSU will consider all timely requests and, if acceptable to OSU, amend the RFP by issuing an Addendum. Envelopes, e-mails or faxes containing requests must be clearly marked as a 'Request for Clarification or Change' and include the RFP Title.

11.5 Addenda

Only documents issued as written Addenda by PCMM serve to change the RFP in any way. No other direction received by the Proposer, written or verbal, serves to change the RFP. Addenda will be publicized on the OSU procurement website. Proposers are advised to consult the OSU procurement

website prior to submitting a Proposal in order to ensure that all relevant Addenda have been incorporated into the Proposal. Proposers are not required to submit Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by Addenda into their Proposal. Failure to do so may make the Proposal non-responsive, which in turn may cause the Proposal to be rejected.

11.6 Public Record

Upon completion of the Request for Proposal process, information in all Proposals will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.501(2), may be exempt from disclosure. If a Proposal contains what the Proposer considers a "trade secret" the Proposer must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

11.7 Proprietary Information and Trade Secret

If a proposal response contains any information that you consider to be a trade secret under ORS 192.501(2), you must mark each trade secret with the following legend: **"This data constitutes a trade secret under ORS 192.501(2), and must not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance."

Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal response may depend upon official or judicial determination made pursuant to the Public Records Law.

In order to facilitate public inspection of the non-confidential portion of the proposal response, material designated as confidential must accompany the proposal response, but must be readily separable from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment will be publicly available regardless of any designation to the contrary.

11.8 Modification

Prior to submittal, Proposers should clearly identify any modifications in the document by the person signing the Proposal. After submittal but prior to the Closing, Proposals may be modified by submitting a written notice indicating the modifications and a statement that the modification amends and supersedes the prior Proposal. After the Closing, Proposers may not modify their Proposal.

11.9 Withdrawals

A Proposer may withdraw their Proposal by submitting a written notice to the Administrative Contact identified in this Request for Proposal prior to the Closing. The written notice must be by an authorized representative of the Proposer. The Proposer, or authorized representative of the Proposer, may also withdraw their Proposal in person prior to the Closing, upon presentation of appropriate identification and evidence of authority to withdraw the Proposal satisfactory to OSU.

11.10 Execution of Contract, Agreement, Performance Bond and Payment Bond

The Proposer shall be required to execute the Contract as provided, and, if applicable, deliver a Performance Bond and a Payment Bond from a surety company licensed to do surety business in the

State of Oregon within time period contained in the Award letter. The Contract Documents shall be delivered to the OSU in the manner stated in the Award letter. If awarded the Contract, Contractor shall deliver to OSU, a satisfactory Performance Bond and Payment Bond, each in an amount equal to one hundred (100) percent of the Contract sum, using forms provided by OSU as shown in Attachment D 'Performance and Payment Bond.'

11.11 Late Submittals

Proposals and written notices of modification or withdrawal must be received no later than the Closing (in the case of electronic submissions, the time/date stamp of the email received at the PCMM office must be no later than the Closing). OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OSU Standard 03-015, Sec 5.9. Sole responsibility rests with the Proposer to ensure OSU's receipt of its Proposal prior to the Closing. OSU shall not be responsible for any delays or misdeliveries caused by common carriers or by transmission errors, malfunctions, or electronic delays. Any risks associated with physical delivery or electronic transmission of the Proposal are borne by the Proposer.

11.12 Proposals are Offers

The Proposal is the Proposer's offer to enter into a Contract pursuant to the terms and conditions specified in the RFP, its Exhibits, and Addenda. The offer is binding on the Proposer for one-hundred and twenty days. OSU's award of the Contract constitutes acceptance of the offer and binds the Proposer. The Proposal must be a complete offer and fully responsive to the RFP.

11.13 Contingent Proposals

Proposer shall not make its Proposal contingent upon OSU's acceptance of specifications or contract terms that conflict with or are in addition to those in the Request for Proposal, its Exhibits, or Addenda.

11.14 Right to Reject

OSU may reject, in whole or in part, any Proposal not in compliance with the Request for Proposal, Exhibits, or Addenda, if upon OSU's written finding that it is in the public interest to do so. OSU may reject all Proposals for good cause, if upon OSU's written finding that it is in the public interest to do so. Notification of rejection of all Proposals, along with the justification and finding of public interest, will be sent to all who submitted a Proposal.

11.15 Awards

OSU reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. OSU reserves the right to delete any item from the award when deemed to be in the best interest of OSU.

11.16 Legal Review

Prior to execution of any Contract resulting from this Request for Proposal, the Contract may be reviewed by a qualified attorney for OSU pursuant to the applicable Oregon State University Standards, Oregon Revised Statutes and Oregon Administrative Rules. Legal review may result in changes to the terms and conditions specified in the Request for Proposal, Exhibits, and Addenda.

11.17 Proposal Results

A written notice of intent to award will be issued to all responsive Proposers or an award may be made directly without notice of intent in those instances of a single responsive proposer.

The Proposal file will be available for Proposer's review during the appeal period at the PCMM Department. Proposers must make an appointment with the Administrative Contact to view the Proposal file. After the appeal period, the file will be available by making a Public Records Request to OSU Office of General Counsel.

11.18 Proposal Preparation Cost

OSU is not responsible for costs incurred by the Proposer during the Request for Proposal process.

11.19 Proposal Cancellation

If a Request for Proposal is cancelled prior to the Closing, all Proposals that may have already been received will be destroyed. If a Request for Proposal is cancelled after the Closing or all Proposals are rejected, the Proposals received will be retained and become part of OSU's archive records.

11.20 Appeal of Contractor Selection, Contract Award

Any Proposer who feels adversely affected or aggrieved may submit an appeal within seven business days after OSU issues a notice of intent to award a Contract. The appeal must be clearly identified as an appeal, identify the type and nature of the appeal, and include the Request for Proposal number and title. The rules governing appeals are at OSU Standard 03-015, Sec. 5.20.

11.21 Appeal of Solicitation Process

You may submit a written request for clarification or change or appeal of particular solicitation provisions and specifications **and contract terms and conditions** (including comments on any specifications or terms that you believe limits competition) to the Chief Procurement Officer in care of Ben Baggett at the address, email or fax listed in this document. Requests and appeals must be received no later than seven days after the decisions or actions by OSU, as appropriate per Section 5.20 of the OSU Procurement Standards 03-015. Requests or appeals must state the reasons for the request or appeal and any proposed changes to the solicitation provisions and specifications and contract terms and conditions. **Requested changes to contract terms and conditions may not be considered at contract award.**

12 Termination of Agreement; Non-Availability of Funds

OSU reserves the right to terminate a project, the Contract, or both, at any time, upon thirty days' written notice. Please see Attachment C – 'OSU Sample Contract' section Termination of Agreement, Non-Availability of Funds. OSU Sample Contract will be added by addendum after RFP release.

13 Insurance Provisions

During the term of the resulting Agreement, the successful proposer will be required to maintain in full force, at its own expense, from insurance companies authorized to transact the business of insurance in the state of Oregon, each insurance coverage/policy as set forth in Attachment C: OSU Sample Contract. **NOTE: OSU Sample Contract will be added by addendum after RFP release.**

RFP Attachments:

Attachment A: Scope of Work

Attachment B: References

Attachment C: OSU Sample Contract (to be added by addendum after RFP release)

Attachment D: Performance Bond, Payment Bond

End of RFP

Attachment A Scope of Work

Attachment A: Scope of Work consists of the information in the RFP and as contained in the following three separately attached PDF documents and the listed appendices as referenced in the documents.

The Attachment A ‘Scope of Work’ document package is made available for access in a Box folder at the following link: <https://oregonstate.box.com/s/w6ak5y176s2mcgid85u77nju26shngfv>

Scope of Work Documents:

- DOC-1004-10300 36 KV SUBSEA POWER TRANSMISSION CABLE SPECIFICATION – REV G – 201013
- DOC-1008-10300 36 KV SUBSEA POWER FIBER CONNECTOR SPECIFICATION – REV C – 200922
- DOC-1029-10300 PACWAVE 36 KV SUBSEA CABLE INSTALLATION SPECIFICATION – REV D – 201013

Appendices to the Scope of Work Documents and Data:

Cable System Diagram

- DWG-1001-10300, PACWAVE EXPORT CABLE DIAGRAM, REV D, 190829

Cable System Short Circuit Analysis

- PacWave Short Circuit Memorandum 20200914

Dry Mate Connector Pinout

- DWG-1027-10300, 36 KV SUBMARINE POWER CONNECTOR PIN OUT - REV A – 200916

Marine Survey

- PacWave Marine Geotechnical Survey 2019 [FOLDER]
- PacWave Nearshore Bathymetry [FOLDER]
- PacWave Marine Geophysical and Geotechnical Survey 2018 [ZIPPED DATA]
- PacWave Marine Geophysical Geotechnical Survey Report 03142019
- PacWave Marine Geophysical Survey Report 10302014
- PacWave Nearshore Geophysical Survey Report 12282018

Sea Conditions

- PacWave_Resource_Assessment_Data [ZIPPED DATA]
- PacWave_Resource_Assessment_2020

Shore Landing HDD Conduit Pull in Analysis

- DOC-1063-10300, SHORELANDING CONDUIT CABLE PULL REPORT, REV O 190823
- DWG-1022-10300, CABLE PULL CALC NO ERROR, REV A 190823
- DWG-1024-10300, CABLE PULL CALC HORIZONTAL BEND ERROR, REV A 190823

Submarine Cable Route Engineering

- DOC-1017-10300 PACWAVE SITE ROUTE RPL - REV E – 190826
- DOC-1070-10300 PACWAVE SUBSEA CABLE ROUTE ENG REV B 190903
- PacWave Survey and Route Back Scatter
- PacWave Survey and Route Bathy
- PacWave Survey and Route

**Attachment B
References**

Use this form to provide as references current contact information for three past Projects of a similar or greater size and complexity to this Scope and that are using the equipment, methods and approach proposed and in accordance with the Scope of this RFP. Verify that the individuals identified had direct contact with the referenced project. Do not include references from any firms or individuals included in your team for this Project or any references of OSU personnel.

REFERENCE 1

COMPANY:	_____	CONTACT NAME:	_____
ADDRESS:	_____	PHONE NUMBER:	_____
CITY, STATE ZIP:	_____	FAX NUMBER:	_____
WEBSITE:	_____	E-MAIL:	_____
GOODS OR SERVICES PROVIDED:	_____		

REFERENCE 2

COMPANY:	_____	CONTACT NAME:	_____
ADDRESS:	_____	PHONE NUMBER:	_____
CITY, STATE ZIP:	_____	FAX NUMBER:	_____
WEBSITE:	_____	E-MAIL:	_____
GOODS OR SERVICES PROVIDED:	_____		

REFERENCE 3

COMPANY:	_____	CONTACT NAME:	_____
ADDRESS:	_____	PHONE NUMBER:	_____
CITY, STATE ZIP:	_____	FAX NUMBER:	_____
WEBSITE:	_____	E-MAIL:	_____
GOODS OR SERVICES PROVIDED:	_____		

Attachment C
OSU – Sample Contract

Sample Contract to be added by Addendum at a later date.

****IMPORTANT NOTE TO PROPOSERS****

This Contract is a SAMPLE and therefore subject to modification in negotiations with an Apparent Successful Proposer. No additional question and answer period will be provided beyond what is stated in the procurement schedule in Section 1.2 'Schedule of Events.' For questions related to this Sample Contract, Proposers are directed to Section 7.5 'Contract Award' of the RFP which instructs Proposers to clearly identify and append in their Proposal submission any/all exceptions to the Terms and Conditions included in the Sample Contract (including General Conditions). Please see Section 7.5 'Contract Award' of the RFP for additional details.

Attachment D
OSU Performance Bond, Payment Bond

[OREGON STATE UNIVERSITY]

STANDARD FORM OF
PERFORMANCE BOND

Bond No. _____

Contract _____

Contract Date _____

Project Name _____

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
<i>* If using multiple sureties</i>	Total Penal Sum of Bond:	\$ _____

We, _____, as Principal, and the above identified Surety or Sureties, collectively as Surety, authorized to transact surety business in Oregon, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents and will pay unto [Oregon State University], as Obligee, the sum of (Total Penal Sum of Bond) _____, lawful money of the United States of America (provided, that we the Surety bind ourselves, and our heirs, executors, administrators, successors and assigns, in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into the above-referenced written Contract with the Obligee;

WHEREAS, the terms and conditions of the Contract are made a part of this Performance Bond by reference, whether or not attached to the Contract; and

WHEREAS, the Principal has agreed to perform the Contract in accordance with its terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which change the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance;

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all

respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Surety, and shall indemnify and save harmless Obligees and the _____ (name of any other Owner agency), and members thereof, their respective officers, employees and agents, from and against any direct or indirect damages of every kind and description, and claims of every kind and description, that shall be suffered or claimed to be suffered in connection with or arising out of performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said Contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Surety hereby waives notice of all modifications and amendments to the Contract and agrees that the obligations undertaken by this Performance Bond shall not be impaired in any manner by reason of the same.

Surety hereby agrees this Performance Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto or notice to the Surety thereof, upon any amendment to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full and faithful performance of the Contract as so amended or modified, provided only that the Surety shall not be liable for more than the Total Penal Sum of Bond.

Nonpayment of the bond premium will not invalidate this bond nor shall Obligees, [or the above-referenced agency(ies)], be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which are incorporated into this bond and made a part hereof.

No right of action shall accrue on this Performance Bond to any person or entity other than Obligees and its executors, administrators, successors and assigns.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE SIGNED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

[Signature page follows]

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____

Signature

Official Capacity

Attest: _____

Corporation Secretary

SURETY: _____

[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City

State

Zip

Phone

Fax

[OREGON STATE UNIVERSITY]

STANDARD FORM OF
PAYMENT BOND

Bond No. _____

Contract _____

Contract Date _____

Project Name _____

_____ (Surety #1) Bond Amount No. 1: \$ _____

_____ (Surety #2)* Bond Amount No. 2:* \$ _____

* *If using multiple sureties* Total Penal Sum of Bond: \$ _____

We, _____, as Principal, and the above identified Surety or Sureties, collectively as Surety, authorized to transact surety business in Oregon, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents and will pay unto [Oregon State University], as Obligee, the sum of (Total Penal Sum of Bond) _____ lawful money of the United States of America (provided, that we the Surety bind ourselves, and our heirs, executors, administrators, successors and assigns, in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, Principal has entered into the above-referenced written Contract with the Obligee;

WHEREAS, the terms and conditions of the Contract are made a part of this Payment Bond by reference, whether or not attached to the Contract; and

WHEREAS, the Principal has agreed to perform the Contract in accordance with its terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which change the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance;

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless Obligee and the _____ (name of any other Owner agency), and members thereof, their respective officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall promptly pay all persons supplying labor, materials, or services to the Principal or its subcontractors for prosecution of the work

provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the Oblige, the State, Project or the work of the Contract, on account of any labor, materials, or services; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Surety hereby waives notice of all modifications and amendments to the Contract and agrees that the obligations undertaken by this Payment Bond shall not be impaired in any manner by reason of the same.

Surety hereby agrees this Payment Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto or notice to the Surety thereof, upon any amendment to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full and faithful performance of the Contract as so amended or modified, provided only that the Surety shall not be liable for more than the Total Penal Sum of Bond.

Nonpayment of the bond premium will not invalidate this bond nor shall the Oblige, [or the above-referenced agency(ies)], be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

This Payment Bond is made for the use and benefit of all persons and entities who may furnish materials or perform labor or services on account of the construction to be performed or supplied in accordance with the Contract, and each of them may sue hereon.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

[Signature page follows]

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____

Signature

Official Capacity

Attest: _____

Corporation Secretary

SURETY: _____

[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City

State

Zip

Phone

Fax