



Oregon State University

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

RFP #2021-003847

ADDENDUM NO. 11

ISSUE DATE: January 22, 2021

CONTRACT ADMINISTRATOR:

Ben Baggett, PacWave Contract Officer

Construction Contracts Administration

Email: ConstructionContracts@oregonstate.edu

NOTE: Supporting documents for this RFP are available at:
<https://oregonstate.box.com/s/w6ak5y176s2mcgjd85u77nju26shnqfv>

This Addendum is hereby issued to inform you of the following revisions and or clarifications to the above-referenced RFP and/or the Contract Documents for the Project, to the extent they have been modified herein. Any conflict or inconsistency between this Addendum and the Solicitation Document or any previous addenda will be resolved in favor of this Addendum. Proposals shall conform to this Addendum. Unless specifically changed by this Addendum, all other requirements, terms and conditions of the Solicitation Document and or Contract Documents, and any previous addenda, remain unchanged and can be modified only in writing by OSU. The following changes are hereby made:

QUESTIONS:

Item 1:

- Q: CONTRACTOR requests if the completion of final, post installation testing by September 1, 2022 is a firm and fixed date, or if COMPANY would accept installation completion later in 2022 or into 2023. Based on the advised award date of April 16th, 2021, and with CONTRACTOR's latest information for the delivery of the MV power cores, available cabling slots, and durations for termination and testing, CONTRACTOR currently estimates that umbilical manufacturing will be complete in 18 months (with no prototype qualification testing), or complete in up to 24 months (with prototype qualification testing). This would result in the submarine cables being available for loadout to the installation vessel on or around October**

16th, 2022; or at the latest April 16th, 2023. With an estimated 4-5 week spooling/transit from the Gulf of Mexico to the Oregon area, installation of the submarine cables would commence, at the earliest, on or around November 13th, 2022; or at the latest, May 21st, 2023. CONTRACTOR is also estimating at least a 3-4 week installation duration. If CONTRACTOR proposes a schedule as detailed above, in our proposal, would this be acceptable to COMPANY, or would CONTRACTOR be disqualified from the bidding process?

A: Proposals that include an alternative schedule **will receive full consideration** under the applicable scoring criterion and **will not be rejected** as a result of providing an alternative schedule. However, OSU reserves the right to deduct points if the Proposer's justification for an alternative schedule is deemed unsatisfactory. Please see revised Evaluation Criterion 'Schedule of Operations' made effective as of this Addendum #11 describing the evaluation of alternative schedules.

2. **Q: Does the required milestone schedule need to be in a scheduling software such as MSPProject? Is the milestone schedule part of the 25 page limit for the proposal?**

A: The milestone schedule may be presented however a Proposer wishes, as long as it is clear, understandable, and in a commonly used, shareable electronic format. The milestone schedule will not count towards the 25 page limit.

3. **Q: Is the draft safety plan included in the 25-page limit for the proposal?**

A: No, the draft safety plan is not included in the 25-page limit.

4. **Q: Does OSU require copies of the OSHA forms to support the Lost Time and Recordable Incident Rates provided in the proposal? If yes, are these included in the 25-page limit for the proposal?**

A: Copies of the OSHA forms do not need to be submitted with the Proposal but Owner may request to view them prior to any Contract award.

5. **Q: Does OSU require copies of the Worker's Compensation forms to support the EMR rates provided in the proposal? If yes, are these included in the 25 page limit for the proposal?**

A: Copies of the Worker's Compensation forms do not need to be submitted with the Proposal but Owner may request to view them prior to any Contract award.

6. **Q: Does the filled out copy of Attachment B 'References' count against the 25 page limit for the proposal?**

A: Attachment B 'References' will not count against the 25 page limit.

7. **Q: The terms of the sample contract appears to provide that after the contract is signed no Work is to be performed until an Early Work Amendment and/or a Pricing Amendment is agreed to by the Owner and the Contractor (Article 4). Is the above description of the administration of the contract accurate?**

A: This is not the case. Contractor and OSU will agree to a Preliminary Services Sum (see Exhibit B-3), for the initial Work consisting of, but not limited to, the manufacture of the Subsea Cable. Initial Work as described in the Preliminary Services Sum Exhibit is expected to begin soon after execution of the Contract and issuance of Owner's Notice to Proceed. Subsequent Work scopes including, but not limited to, subsea cable shipment and installation are expected to begin after execution of separate Pricing Amendments (see Exhibit B-2) or an Early Work Amendment (see Exhibit B-1), as applicable.

Article 4 pertains only to Early Work items which are understood to be items that may not fit within an agreed upon scope for which Work is being performed under the Contract (Preliminary Services Sum or Pricing Amendment) at the time but could be added to that scope through an Early Work Amendment pending review and approval by Owner and Contractor. See Article 4 for examples of activities that may qualify as an Early Work activity.

8. **Q: If the description of the contract administration stated in No. 1 above is not accurate, please explain what Work may be performed after the contract is executed and prior to any Early Work Amendment and/or a Pricing Amendment.**

A: Please refer to Question #7 above.

9. **Q: Is the "Contract Sum" a lump sum or a cumulative total of Pricing Amendments (which included payment due under the related Early Work Amendment) and Change Orders (Article 2.1)?**

A: The "Contract Sum" is the total dollar amount payable by Owner to Contractor for the Work of a Deliverable Portion of Work.

10. **Q: The sample contract makes reference to duties and responsibilities of a "Designer" designated by the Contractor (Sections 1, 3, 9, 13 and Exh. C). Is the "Designer" required to meet any particular qualifications?**

A: Yes, see contract including definition of 'Design Professional' in Exhibit A-3. Also revisions to the Sample Contract to be posted in an upcoming addendum will include widespread changes to incorporate, as applicable, the terms Designer, Design Professional throughout the document.

11. **Q: Section 15.4.2 provides that the Owner shall pay all applicable sales, excise or use taxes in connection with this contract and that invoices shall separately identify all such taxes. Is sales, excise and use tax to be excluded from the Proposed Lump Sum Pricing to be submitted in the proposal?**

A: Taxes should be included in the proposed lump sum amount but separately identified in each invoice or pay application, see Section 15.42.

12. **Q: Please clarify OSU's answer to Q1 of Addendum 6. Will the Project require the Main Lay vessel to be Jones Act compliant?**

A: OSU expects the awarded proposer and its agents to be in compliance with the Jones Act, as applicable. Depending upon how the proposer and its agents structure the vessel work, the Jones Act requirements may apply. OSU may request the proposer(s), the selected proposer, or any combination thereof, to obtain a Customer's letter ruling with respect to the Jones Act and the proposed vessel work.

13. **Q: Does the project fall under the Jones-Act mileage requirement beyond 3 miles off-shore?**

A: OSU expects the awarded proposer and its agents to be in compliance with the Jones Act, as applicable. Depending upon how the proposer and its agents structure the vessel work, the Jones Act requirements may apply. OSU may request the proposer(s), the selected proposer, or any combination thereof, to obtain a Customer's letter ruling with respect to the Jones Act and the proposed vessel work.

MODIFICATIONS:

Item 2: Revise Section 7.2 Evaluation Criteria, Evaluation Criterion #5 'Schedule of Operations' to add the following text after the first paragraph under subheading 'Proposed Schedule of Operations:'

While the timeline specified in Section 5.0 is a high priority for the project, OSU recognizes that various factors may make such a schedule challenging, and therefore values input from Proposers who recommend an alternative schedule(s). Proposers' offering an alternative schedule(s) are asked to discuss in detail the need for the alternative schedule, including the limitations or constraints that prevent the Proposer from meeting the timeline

specified in Section 5.0. Please present the proposed schedule including dates and milestones as listed in this criterion, the reasons an alternative schedule is recommended, and how that would best meet OSU's needs.

Note: Proposals that include an alternative schedule **will receive full consideration** under this scoring criterion and **will not be rejected** as a result of providing an alternative schedule. However, OSU reserves the right to deduct points if the Proposer's justification for an alternative schedule is deemed unsatisfactory.

END OF ADDENDUM NO. 11