Medium Voltage Systems Operator – Utility Connection and Monitoring Facility: PacWave South

RFP #2025-019018

ADDENDUM NO. 2

ISSUE DATE: June 25, 2025

CONTRACT ADMINISTRATOR:
Ben Baggett, PacWave Contract Officer
Construction Contracts Administration
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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:

MODIFICATIONS:
Item 1 – Proposed due date in the header is modified from 07/25/2025 to 07/17/2025.

Item 2 – Exhibit 2 – Sample Agreement is modified to add the following section as Section I. (Subsequent sections to be renumbered in a consecutive order with this modification).

I.   CONTRACT TERM AND TERMINATION:

A.   CONTRACT TERM.
This Contract is effective on the date of last signature and expires (2) two years from date of last signature. OSU has the option to extend the term of this Contract for (x) _____additional (x) _____year terms based on the current terms and conditions. OSU may exercise this option to extend by providing written notice to Contractor prior to the expiration of the Contract. terms based on the current terms and conditions unless OSU, at its sole option, elects not to extend the Contract by providing written notice to Contractor prior to the expiration of the Contract.

B.   TERMINATION.

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' written notice. In addition, OSU may terminate this Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (b) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; or (c) OSU fails to receive funding, appropriations, allocations or other expenditure authority as contemplated by OSU's budget and OSU determines, in its assessment and ranking of the policy objectives explicit or implicit in OSU's budget, that it is necessary to terminate the Contract, or (d) if the OSU program for which this Contract was executed is abolished.

OSU may also terminate this Contract at any time by written notice for default (including breach of contract) if (a) Contractor fails to timely provide services or materials called for by this Contract; or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms and conditions, and after receipt of written notice from OSU, fails to correct such failures within ten (10) days. Termination of this Contract under this Section or any other section is without prejudice to OSU's other rights and remedies.

Item 3 – Exhibit 2 – Sample Agreement is modified to remove Section I. A. 'Effective Date' in its entirety. (Subsequent sections to be renumbered in a consecutive order with this modification).

CLARIFICATIONS:
Item 3 - Section 7.8.6 'Fee Proposal' – Proposer should include the fully burdened hourly rate of each proposed work classification and number of hours for each work classification to perform the (3) three week day call outs and (3) three weekend call outs. Fully burdened rates are inclusive of profit but free of any markup. For example, see below a table formatted to include the Fee Proposal evaluation criteria information. Adapt th as needed.

Labor Classification:	Unit Price / Hour (2025 loaded hourly rate*)	# of Hours	Total Amount (Unit Price x # of hours)
Ex. Project Manager			
SubContractors Labor Classification:	Unit Price / Hour (2025 loaded hourly rate*)	# of Hours	Total Amount (Unit Price x # of hours)

Total Not to Exceed Amount ("Fee Proposal") Calculated as cumulative value of all amounts in this the Total Amount column.	**$**		

QUESTIONS:

Item 4 –

Question: Are labor rates able to be adjusted from year to year?

Answer: Yes, on an annual basis, the Owner and Consultant may negotiate updated hourly rates for the Consultant and any Subconsultants. Consultant shall provide a minimum of 30-day notice to Owner prior to date the Consultant seeks for rate changes to take effect. Rate changes shall not take effect until those rates are included in the contract by written and executed amendment.

Question: The insurance coverage limits appear to be high. Is it possible to reduce those limits?

Answer: The limits in the Sample Agreement are standard for all OSU contracts. OSU may consider Proposer requests to reduce limits but the request being granted should not be expected.

Question: This scope contains a lot of documentation.   Will the consultant be compensated for the time to put together the documentation?

Answer: All work connected to the performance of the Scope of Work is billable under this contract.   Rates for documentation efforts would need to be reflected in the table showing the proper labor classification and the associated labor rates.

Question: What is the overall term of this Agreement?

Answer: See modification Item 2 above. The Agreement is to contain a term provision for an initial term of two years and the option for one or more extensions. Duration of extensions (in years) is to be determined prior to execution of the Agreement. The Agreement will maintain a schedule of Services to be performed within the term limits, once established.

END OF ADDENDUM NO. 2