

Date: April 22, 2022

RE: Addendum No. One

RFP: 22056

Project: Bradley Lake Hydroelectric-Engineering

Date and Hour Bids Due: April 27, 2022 at 2:00p.m., prevailing Anchorage time.

NOTICE TO BIDDERS:

Bidders must acknowledge receipt of this addendum prior to the hour and date set for the bid due date by one of the following methods:

- (a) By acknowledging receipt of this addendum on the proposal form submitted.
- (b) By email or telefacsimile which includes a reference to the project and addendum number.

The bid documents require acknowledgment individually of all addenda to the drawings and/or specifications. This is a mandatory requirement and any bid received without acknowledgment of receipt of addenda may be classified as not being a responsive bid. If, by virtue of this addendum it is desired to modify a bid already submitted, such modification may be made by email or telefacsimile provided such an email or telefacsimile makes reference to this addendum and is received prior to the opening hour and date specified above.

TO All Plan Holders recipients on record:

The RFP Package is hereby clarified or changed as follows:

- **Item #1:**

PART C, Section I, SECTION I - TECHNICAL PROPOSAL, **Criterion #5. Workload and Resources** change the weight for the Evaluation Criteria from **5** points to **0** points.

- **Item #2:**

PART C, Section I, SECTION I - TECHNICAL PROPOSAL, **Criterion #6. Past Performance & Quality Control** change the weight for the Evaluation Criteria from **35** points to **30** points.

- **Item #3:**

PART C, Section I, SECTION II - PREFERENCES, **Criterion #7. Alaska Bidder (Offeror) Preference** incorporated with the weight for the Evaluation Criteria **10** points.

- **Item #4:**

Part A – Request for Proposals

Special Notices 15.3 Add underlined words.

“.. are not anticipated to exceed in aggregate \$3,000,000 for the potential six year term.”

- **Item #5:**

Part A – Request for Proposals

Special Notices 15.6 Replace with

Projects will be assigned via Notice to Proceeds to eligible Contractors on a Primary/Secondary basis, starting with the top ranked firm. Contracting Agency reserves the right to assign a project (outside of normal Primary/Secondary) to a Contractor who has specific local or project knowledge and experience. There is no guarantee of tasking for secondary firm.

- **Item #6:**

Part C – Evaluation Criteria

Replace existing Part C form with attached (Revised points).

- **Item #7:**

Form 25A269 Indemnification & Insurance

Added form. Attached.

- **Item #8:**

Statement of Services

ARTICLE B3 ADMINISTRATIVE REQUIREMENTS AND STANDARDS

B3.1 General.

Replace with:

The contracts established with this solicitation will initially be for 3 years with the option for the Authority to renew for three additional one-year periods subject to availability of funds and need.

The Term Agreements will be initially awarded for \$1,000,000.00. The Contracting Agency reserves the right in its sole discretion to add or reduce funds to these contract not to exceed \$5,000,000.00 for a total combine of the primary and secondary contract. The primary contractor will be the main contractor that will receive the bulk of this contract. Execution of this contract does not guarantee any project assignments.

Contract may be extended for additional years to complete existing NTPs. Execution of this Agreement does not guarantee any project assignments.

Individual projects may be funded from a variety of State and federal sources.

The contractor will not be precluded from proposing on solicitations for work determined by the evaluation & assessment.

Any changes to scope, schedule or budget requires an amendment and is not effective until a signed amendment is issued. The Authority shall not be obligated to the Contractor in any way if the Contractor acts on communications issued by anyone other than the Authority's Project Manager or his designee.

B3.1.1 PROJECT ASSIGNMENTS/NOTICES TO PROCEED

Projects will be assigned via Notice to Proceeds to eligible Contractors on a Primary/Secondary basis, starting with the top ranked firm.

Projects will be assigned as described above; however, Contracting Agency reserves the right to apply the following exceptions:

Availability--If a Contractor submits a written justification for refusal or unavailability to accept a project assignment within the schedule needed by the Agency, the project assignment will skip to the next Contractor.

Conflict of Interest - Contractor may submit a written refusal of assignment to prevent a conflict of interest resulting from the work performed in the assignment. Refusal of an assignment due to conflict of interest will not be held against the Contractor. The next project for which Contractor is eligible will be offered to the Contractor (subject to available funds remaining in agreement and any other potential exceptions listed in this section.)

If agreement on costs for the project NTP cannot be reached, the Agency reserves the right to negotiate costs with the other Contractor.

Contracting Agency reserves the right to assign a project (outside of normal Primary/Secondary) to a Contractor who has specific local or project knowledge and experience.

The Contracting Agency may conduct a separate solicitation for any project, or bundled projects.

The Contracting Agency may bundle projects or assign adjacent projects to the same Contractor subject to eligibility (out of normal Primary/Secondary) when it is economically and/or administratively more efficient and in the best interest of the Agency to do so.

The Contractor shall perform Services under the Term Agreement only under an Agency issued and approved Notice to Proceed. If Contractor refuses to execute a project Notice to Proceed, an authorized representative of Contractor shall submit a written justification for the refusal within two days of receipt of the Notice to Proceed, or

according to other Agency direction accompanying the Notice to Proceed.

The Notice to Proceed, or an attachment to the Notice to Proceed, will identify the specific Statement of Work for the Notice to Proceed. Each Project Assignment and subsequent Notice to Proceed must clearly be within the Scope of Services in the Contract, and will have a maximum monetary amount payable to Contractor that will be negotiated by Contracting Agency personnel and the Contractor prior to the commencement of any Services. The maximum amount payable may only be exceeded upon the prior written approval by Agency through an amended Notice to Proceed. No Services under a Notice to Proceed shall begin before Agency, Contractor and other required signatures are obtained on the Notice to Proceed.

All other terms and conditions remain the same.

END OF ADDENDUM

We appreciate your participation in this solicitation.

Sincerely,

Selwin C. Ray

Selwin C. Ray
Contracting Officer
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