



Procurement and Contract Services (PaCS)
Oregon State University, 644 SW 13th St, Corvallis, Oregon 97333-4238
T 541-737-4261 | F 541-737-2170 | <http://pacs.oregonstate.edu/>

August 31, 2012

To Whom It May Concern:

Oregon State University (OSU) has been selected as the Implementing Organization for the Coastal and Global Scale Nodes (CGSN) part of the Ocean Observatories Initiative (OOI). OOI is a National Science Foundation funded project to build and maintain ocean observatories for sustained presence at multiple sites. CGSN is one part of the OOI system of systems.

OSU works with partners Woods Hole Oceanographic Institution (WHOI), Scripps Institution of Oceanography and Raytheon Company to form the CGSN team. We are soliciting proposals for procurement of Uncabled and/or Cabled configuration Coastal Surface Piercing Profiler (CSPP). The award will include design of the CSPP and depending on performance and funding, the award could include non-recurring engineering, first article build and test, production and accessories for the CSPP.

The NSF funding is specifically defined as part of Major Research Equipment and Facility Construction (MREFC). Furthermore, the first part of the work includes America Recovery and Reinvestment Act (ARRA) funding and the corresponding terms and conditions. Please note these requirements when planning your response.

The attached Request for Proposal (RFP) solicitation package defines the scope of work, the schedule for the work as well as the schedule and scope of the proposal. Important dates are listed in the solicitation package as well as contact information. Pay close attention to the dates as questions or proposals submitted after the indicated dates cannot be considered.

On behalf of the entire CGSN team, I thank you in advance for your time and consideration. The review team looks forward to reading your response.

Sincerely,

James Figgins
Purchasing Analyst III/Contracting Officer
Oregon State University



OREGON STATE UNIVERSITY
REQUEST FOR PROPOSAL
#TB159696 COASTAL SURFACE PIERCING PROFILER

Date: TBA

Contract Number: TBA

ISSUED BY:
State of Oregon acting by and through
the State Board of Higher Education
on behalf of Oregon State University

CONTRACTOR:
TBA

Table of Contents

Section A.	RFP General Information.....	2
Section B.	Supplies and Services	4
Section C.	Statement of Work	7
Section D.	Packaging and Markings.....	16
Section E.	Inspection and Acceptance	17
Section F.	Deliveries or Performance	18
Section G.	Contract Administration.....	19
Section H.	Special Contract Requirements.....	21
Section I.	Contract Clauses	36
Section J.	Attachments	48
Section K.	Representations, Certifications and Other Statements of Offerors.....	49
Section L.	Instructions for Proposal.....	55
Section M.	Evaluation Factors for Award.....	82

The Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above for consideration stated herein. The State of Oregon acting by and through the State Board of Higher Education on behalf of Oregon State University (OSU) agrees to pay the Contractor for the items and services provided by the Contractor as set forth or otherwise identified herein. The rights and obligation of the parties to this contract shall be subject to and governed by the following documents: (a) this contract and (b) such provisions, representations, certifications and specifications as are attached or incorporated by reference herein.

IN WITNESS WHEREOF, the parties have executed this contract as of the date first written above.

FOR OSU:
NAME: _____
TITLE: _____
SIGNATURE: _____
DATE: _____

FOR TBA
NAME: _____
TITLE: _____
SIGNATURE: _____
DATE: _____

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

Section A. RFP General Information

Oregon State University (OSU) with funding from the National Science Foundation (NSF) is soliciting proposals from qualified organizations interested in providing Coastal Surface Piercing Profilers (CSPP) and related services to support the research and scientific objectives of the Ocean Observatories Initiative (OOI). The OOI will construct a networked infrastructure of oceanic sensor systems to measure physical, chemical, geological, and biological variables in the ocean and seafloor. The measurement of conductivity, temperature, depth, dissolved oxygen, fluorescence, optical backscatter, axis point velocity and photosynthetically active radiation is vital to our understanding of many of the crucial scientific questions to which the OOI may provide answers.

The purpose of this Request for Proposal (RFP) is to select an Offeror who will provide the CSPP needed as described in Section C and in accordance with the specifications stated in Attachment #1 titled "Coastal Surface Piercing Profiler Specification 3310-00004".

OSU intends to award a Cost Plus Fixed Fee (CPFF) contract as identified in Section B-2 of the contract for Contract Line Item Numbers (CLIN) 0001-0002. A CPFF contract may be awarded for CLINs 0003-0004 (if options are exercised by OSU) following successful completion of CLINs 0001-0002. Successful completion of CLINs 0001-0002 means that all Contract Data Requirement Lists (CDRLs) have been delivered and the product has passed a successful design review. The OSU Contracting Officer's Technical Representative (COTR) and OOI COTR will assess whether the design review is successful and CDRLs have been delivered. A Not To Exceed (NTE) Firm Fixed Price (FFP) contract may be awarded for CLINs 0005-0006 (if options are exercised by OSU) following successful completion of CLINs 0003-0004, and based upon the NTE price provided in Section B-1.

The RFP addresses all of the specifics associated with this award. Special attention should be paid to Section L, Instructions for Proposal, and Section M, Evaluation Factors for Award. In the specification where a requirement is designated as a Threshold Requirement it represents a key item that may prevent inclusion of the proposed instrument in the OOI system. Where a requirement is designated an Objective Requirement it represents a goal that may be more challenging to achieve than the Threshold value. An Objective Requirement is a goal, not a requirement.

This RFP does not obligate OSU to award any contract nor does it commit OSU to pay for any costs incurred by Offerors in the preparation and/or submission of proposals.

A.1. Issuing Office/Proposal Due Date

OSU is the only point of contact for this procurement. All communications between Offerors and OSU regarding this RFP and shall be through OSU's designated Point of Contact (POC):

ATTN: James Figgins
Purchasing Analyst III/Contracting Officer
644 SW 13th Street, Corvallis, OR 97333
(541) 737-6995
james.figgins@oregonstate.edu

Any questions related to this RFP should be emailed to the POC identified above by **4:00 PM PDT, September 17, 2012** and include "CSPP Questions" in the subject line. Questions will not be accepted after this date. The POC will respond by issuing an Addendum to this RFP to answer your questions. Only documents issued as written Addenda by the POC serve to change the Request for Proposal in any way. No other direction received by the Proposer, written or verbal, serves to change the Request for

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

Proposal. The POC will notify potential Proposers through publication of the Addenda on the Oregon University System (OUS) procurement website at <https://secure.ous.edu/bid/>. If you have received a Request for Proposal you should consult the OUS procurement website, prior to Proposal submittal, to assure that you have not missed any Addenda. Proposers are not required to return Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by the Addendum into their Proposal. Failure to do so may, in effect, make the Proposal non-Responsive, which may cause the Proposal to be rejected.

Offerors shall provide a proposal no later than 4:00 PM PDT, October 12, 2012 in accordance with the General Proposal Instructions identified Section L. Proposals must be submitted in a sealed envelope/package and be delivered to POC listed above no later than the Proposal Due Date and Time. Proposer must specify on the outside of the envelope the Request for Proposal number, the Request for Proposal title and the Proposal Due Date and Time. E-MAIL OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.

A.2. Conformance Checklist

The Offeror should complete the Proposal Conformance Checklist included as Section J, Attachment #6 to this RFP and submit it together with the proposal.

(End of Section A)

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

Section B. Supplies and Services

The Contractor shall deliver CSPPs, labor, materials and products, and perform the described services under this contract.

B.1. Price/Cost Table (Contract Line Items – Offerors to complete and submit as part of proposal)

CLINs	Target Cost	Fixed Fee	Cost Plus Fixed Fee
0001	CSPP Development – Uncabled Configuration: Provide an accurate, complete, and producible design and develop and demonstrate a prototype for a CSPP that meets specifications contained in Section J and its attachments. Development of the CSPP must include the integration of sensors that meet specifications contained in Section J.		
	\$	\$	\$
0002	CSPP Development – Cabled Configuration: Provide an accurate, complete, and producible design and develop and demonstrate a prototype for a CSPP that meets specifications contained in Section J and its attachments. Development of the CSPP must include the integration of sensors that meets specifications contained in Section J.		
	\$	\$	\$
0003	First article construction and testing of the Uncabled Configuration CSPP developed in CLIN 0001 (if option is exercised by OSU) that meets specifications contained in Section J and its attachments. <u>1 unit requested</u> : (Qualification Testing). This unit will ultimately be delivered as a production unit.		
	\$	\$	\$
0004	First article construction and testing of the Cabled Configuration CSPP developed in CLIN 0002 (if option is exercised by OSU) that meets specifications contained in Section J and its attachments. <u>1 unit requested</u> : (Qualification Testing). This unit will ultimately be delivered as a production unit.		
	\$	\$	\$
CLINs	Items	Unit	Firm Fixed Price - NTE
0005	Uncabled Configuration CSPP Production (if option is exercised by OSU)		
	(Quantity: 9)	Each	\$
0006	Cabled Configuration CSPP Production (if option is exercised by OSU)		
	(Quantity: 1)	Each	\$
CLINs	Items	Unit	Firm Fixed Price - NTE
0007	Spare Parts and Accessories of the Uncabled Configuration CSPP (if option is exercised by OSU) – To be determined.		
			\$
0008	Spare Parts and Accessories of the Cabled Configuration CSPP (if option is exercised by OSU) – To be determined.		
			\$
0009	Contract Data Requirements List (CDRL) for CLINs 0001-0008 (if options are exercised by OSU)		
			Not separately priced

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

B.2. Contract Type Summary for Payment Office (Cost Type)

CLINs 0001-0002 are CPFF. The contract type is in accordance with Federal Acquisition Regulation (FAR) 16.306(c) and (d), completion type. Period of performance for CLINs 0001-0002 are 5 and 6 months After Receipt of Order (ARO), respectively.

CLINs 0003-0004 (if options are exercised by OSU) are CPFF. The contract type is in accordance with FAR 16.306(c) and (d), completion type. Exercise of these options to conduct CLINs 0003-0004 are contingent upon the successful completion of CLINs 0001-0002. Successful completion of CLINs 0001-0002 means that all CDRLs have been delivered and the product has passed a successful design review. The OSU COTR and OOI COTR will assess whether the design review is successful and CDRLs have been delivered. Period of performance for CLINs 0003-0004 are 7 months after exercise of option.

CLINs 0005-0006 (if options are exercised by OSU) will be negotiated upon completion of CLINs 0001-0004 and will be FFP. The contract type is in accordance with FAR 16.202. Negotiated FFP will be based on the NTE prices provided in Section B-1. Exercise of these options to produce CLINs 0005-0006 are contingent upon the successful completion of CLIN 0001-0004. Successful completion of CLINs 0001-0004 means that all CDRLs have been delivered and the product has passed a successful design review. The OSU COTR and OOI COTR will assess whether the design review is successful and CDRLs have been delivered. Period of performance for CLINs 0005-0006 are 5 months after exercise of option. The NTE estimates for CLINs 0005-0006 will be incorporated into the cost evaluation and the producibility portion of the technical evaluation.

CLINs 0007 and/or 0008 (if options are exercised by OSU) will be negotiated upon completion of CLINs 0001-0004 and will be FFP. The contract type is in accordance with FAR 16.202. Negotiated FFP will be based on the NTE prices provided in Section B-1. Exercise of these options to produce CLINs 0007-0008 are contingent upon the successful completion of CLIN 0001-0004 and will be executed in conjunction with CLINs 0005-0006. Successful completion of CLINs 0001-0004 means that all CDRLs have been delivered and the product has passed a successful design review. The OSU COTR and OOI COTR will assess whether the design review is successful and CDRLs have been delivered.

CLIN 0009 costs are included in CLINs 0001-0008, respectively.

B.3. Payments of Fee(s) (Completion) (Applicable to CLINs 0001 through 0002 Only)

- A. For purposes of this contract, "fee" means "fixed fee."
- B. OSU shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "Fixed Fee" (FAR 52.216.8).
- C. In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause entitled "Limitation of Funds", (FAR 52.232-22) or "Limitation of Cost" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to OSU. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall OSU be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.
- D. Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

the OSU COTR has advised the paying office in writing that no fee adjustment is required.

B.4. Contract Funding

OSU anticipates the funding under CLINs 0001-0008 not to exceed \$ _____ over a period of _____ months, as shown in Section B-1.

OSU is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted in this contract. Contractor should not incur costs in excess of the amount allotted in the contract unless this contract is modified through a written amendment increasing the amount and executed by authorized representatives of both parties.

CLIN	Target Cost	Previous Funding	This Increment	Funding Source
CLIN-0001	\$	\$0	\$	MREFC
CLIN-0002 (if exercised)	\$	\$0	\$	MREFC
CLIN -0003 (if exercised)	\$	\$0	\$	MREFC
CLIN-0004 (if exercised)	\$	\$0	\$	MREFC
CLIN	NTE Price			Funding Source
CLIN -0005 (if exercised)	\$	\$0	\$	MREFC / O&M
CLIN -0006 (if exercised)	\$	\$0	\$	MREFC / O&M
CLIN-0007 (if exercised)	\$	\$0	\$	MREFC / O&M
CLIN-0008 (if exercised)	\$	\$0	\$	MREFC / O&M

For purposes of payment of cost and pursuant to FAR Clause 52. 232-22 “Limitation of Funds,”, the total amount currently available from OSU to fund this contract is \$ _____ which covers the performance and execution of CLINs 0001-0002. This amount shall be adjusted by written amendment from OSU in accordance with the Limitation of Funds Clause if OSU exercises the right to fund the Contractor for additional CLINs.

Upon signing this contract, the Contractor certifies that it has an accounting system established that is adequate for tracking costs applicable to the contract and its CLINs and capable of segregation of funds in each CLIN; that Contractor will comply with the applicable or governing rules for expenditures of federal funds; and, that the Contractor shall comply with FAR Subpart 31.2 for the allowability of costs.

Bid, Performance and Payment Bonds are not required for this RFP or contract.

(End of Section B)

Section C. Statement of Work

C.1. General

C.1.1. Ocean Observatories Initiative (OOI) Overview

Although the ocean is central to the habitability of our planet, it is largely unexplored. Biological, chemical, physical, and geological processes interact in complex ways in the ocean, at the seafloor, and at the air-sea interface. Our ability to learn more about these processes is severely limited by technical infrastructure and developing a more fundamental scientific understanding of these relationships requires new and transformational approaches to ocean observation and experimentation.

The Ocean Observatories Initiative (OOI) will lay the foundation for future ocean science observations. OOI will enable powerful new scientific approaches by transforming the ocean community's focus from expedition-based data gathering to persistent, controllable observations from a suite of interconnected sensors. The OOI's networked sensor grid will collect ocean and seafloor data at high sampling rates over years to decades. Researchers will make simultaneous, interdisciplinary measurements to investigate a spectrum of phenomena including episodic, short-lived events (tectonic, volcanic, oceanographic, biological, and meteorological), and more subtle, longer-term changes and emergent phenomena in ocean systems (circulation patterns, climate change, ocean acidity, and ecosystem trends).

The OOI will enable multiple scales of marine observations that are integrated into one observing system via common design elements and an overarching, interactive cyber infrastructure. Coastal-scale assets of the OOI will expand existing observations off both U.S. coasts, creating focused, configurable observing regions. Regional cabled observing platforms will 'wire' a single region in the Northeast Pacific Ocean with a high speed optical and high power grid. Global components address planetary-scale changes via moored open-ocean buoys linked to shore via satellite. Through a unifying cyber infrastructure, researchers will control sampling strategies of experiments deployed on one part of the system in response to remote detection of events by other parts of the system.

A more detailed discussion of the Oceans Observatories Initiative can be found in the OOI Final Network Design available on the OOI website at <http://www.oceanobservatories.org/>.

C.2. Statement of Work (SOW)

C.2.1. Document Scope and Purpose

This Statement of Work (SOW) defines the required activities (e.g., meetings, updates to schedule, modifications, CDRLs) that the Contractor must perform to support delivery of the CSPP described in this SOW and applicable Attachments referenced in Section J of this RFP. The Contractor shall furnish all personnel, materials, services, and facilities necessary to perform all requirements set forth in this SOW.

The CSPP is mounted on a bottom frame or base and raises sensors all the way to the surface. The goal is to obtain a water column profile from the surface to as close to the bottom as practicable. The CSPP receives commands from a shore station to alter the operation of the profiler, the sensor package, and/or the processing performed on the data. The cabled CSPP will be deployed on the continental shelf in water 80 meters deep for a deployment interval of up to 13 months. The uncabled CSPP will be deployed on the continental shelf in water as deep as 135 meters for a deployment interval of up to 7 months.

The CSPP is specified to operate in one of two configurations. In the Uncabled, or standalone

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

configuration, the CSPP will draw power from batteries during the entire deployment interval. When the Profiler has surfaced, a telemetry system will send data back to shore via a satellite link. The CSPP will also contain an acoustic modem capable of transmitting data to a nearby modem on the OOI surface mooring adjacent to the CSPP mooring. In the Cabled configuration, the CSPP will draw power from an undersea cable through the profiler base. It will also use an undersea fiber optic cable as its primary data link.

C.2.2. Informational Documents

The documents listed in this section are for informational purposes only and may not have been specifically referenced in this SOW.

Document ID	Title
<i>1101-00000_FND_OOI_ver_2-06_Pub.pdf</i>	<i>Final Network Design. Washington, DC</i> http://www.oceanleadership.org/wp-content/uploads/2009/04/1101-00000_FND_OOI_2010-04-22_ver_2-06_public1.pdf
<i>1000-00000_CMP_OOI_2010-10-05_ver_2-91_Pub.pdf</i>	<i>Configuration Management Plan. Washington, DC.</i> https://alfresco.oceanobservatories.org/alfresco/d/d/workspace/SpacesStore/a6d04afc-dec9-46c0-9e33-98684ef4190f/1000-00000_CMP_OOI.pdf
<i>1100-00000_SEMP_OOI_ver_3-12_Pub.pdf</i>	<i>Systems Engineering Management Plan. Washington, DC.</i> http://www.oceanleadership.org/wp-content/uploads/2009/02/1100-00000_SEMP_OOI_ver_3-12_Pub.pdf
<i>3205-00007_Endurance_Site_Characterization.pdf</i>	<i>Endurance Site Characterization. Washington, DC</i> https://alfresco.oceanobservatories.org/alfresco/d/d/workspace/SpacesStore/c9760be5-9217-40f7-b740-2b11a27a5ba8/3205-00007_CGSN_Site_Characterization_Endurance_Array_WIP.pdf
<i>3204-00007_Pioneer_Site_Characterization.pdf</i>	<i>Pioneer Site Characterization. Washington, DC</i> https://alfresco.oceanobservatories.org/alfresco/d/d/workspace/SpacesStore/159654f3-af55-472e-9add-247049542aa8/3204-00007_CGSN_Site_Characterization_Pioneer_Array.pdf

C.2.3. CLIN 0001-CLIN 0002– Development

The Contractor shall develop a design for CSPPs for OSU in accordance with the specifications described in Attachment #1 titled “Coastal Surface Piercing Profiler Specification 3310-00004”. The Contractor shall provide the products and services necessary to develop a complete, accurate, and producible design with descriptive documentation which is adequate for the operation, maintenance, testing/evaluation, and repair in the most efficient and cost-effective manner. The Contractor effort must provide for the orderly and uninterrupted continuation of design, from concept development through detail design, including, but not limited to:

Completion of a design for the Uncabled and Cabled Configuration CSPPs that efficiently perform their prescribed mission; can be operated, maintained, and supported safely and affordably; and supports sustained operations to depths in accordance with the Coastal Surface Piercing Profiler Specification 3310-00004 (Attachment #1). This effort shall include, but shall not be limited to the following:

- A. Development of the Uncabled and Cabled Configuration CSPP including, but not limited to: assembly drawings, system diagrams, interface specifications, interface control documents, system layouts, logistics data, prototype and other technical documentation and data required for the Uncabled and Cabled Configuration CSPP fabrication, assembly, and operation and

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

- maintenance.
- B. Performance of all engineering calculations, including preparation of design and testing documents, and maintenance required to support the following: design of the Uncabled and Cabled Configuration CSPP, fabrication and assembly, and other technical documentation and data required in support of the design effort and design history.
 - C. Provision of all engineering, design (drawings, data, tests, etc.), and technical support.
 - D. Provision for COTR on-site access to Contractor facilities, technical support personnel and technical information for assistance to support the orderly phased continuity during the development and testing process leading to final delivery of the Uncabled and Cabled Configuration CSPPs.
 - E. Provision of the management effort necessary to ensure the on-schedule completion of the Uncabled and Cabled Configuration CSPP design, documentation and delivery. The Contractor shall identify and maintain a log within the Monthly Status Report of all problems and potential problems arising during contract performance which could impact the schedule and/or cost. These logs will be provided to the OSU COTR by the 7th day of each month. The Contractor shall organize, integrate and control program activities to resolve problems with development and design through the agreed to period of performance. The Contractor shall establish and maintain a schedule baseline for use by both Contractor and OSU management personnel for planning, tracking, and reporting the schedule status of major activities, milestones, and all Contract Data Requirements List (CDRL) deliverables identified in Table C-1. To accomplish this, the Contractor will perform the efforts listed below, including but not limited to the following:
 - 1) Coordinate a Kickoff Meeting with OSU representatives.
 - 2) Coordinate Program Management Reviews with OSU representatives
 - 3) Coordinate Design Reviews with OSU representatives.
 - 4) Conduct weekly status meetings by phone or in person with OSU representatives.
 - F. The Contractor is responsible for participation in Quarterly Program Progress and Status Review conferences.
 - G. The Contractor is responsible for the design and development of a product compliant with specification Coastal Surface Piercing Profiler Specification 3310-00004 (Attachment #1), culminating in a design review. Development includes calculations, analysis and any system and/or subsystem prototyping necessary to show compliance with requirements.
 - H. The Contractor shall provide Monthly Progress Reports, project financial reports, and all other required reports as specified in the CDRL Table C-1.
 - I. The Contractor or its subcontractor(s) shall provide traditional design, detail design, management documentation, and document support activities necessary to ensure the on-schedule completion of the development of the CSPP prototype, and allow OSU to examine, at their option, internal design documents, test plans etc. The Contractor shall identify, monitor, and resolve all problems and potential problems arising during contract performance which could impact the schedule and/or cost. The Contractor shall organize, integrate and control program activities in order to resolve any design problems associated with the development of the CSPP prototypes through the agreed upon period of performance.
 - J. Design information and materials generated and used during CLINs 0001- 0002 shall be employed for subsequent CLINs and future procurements.
 - K. All equipment and material furnished under CLINs 0001 and 0002 (whether procured or manufactured by the Contractor) and any resulting modifications to CLINs 0001 and 0002 are considered Contractor Furnished Equipment (CFE).
 - L. Changes that could increase NTE costs:
 - 1) Changes initiated by the Contractor that could increase the NTE unit cost must include quantification of the increased cost, including supporting data for the calculation and justification for the change with respect to the specifications. Notice of such changes

must be received with complete supporting justification 20 working days prior to the proposed date for implementing the change. Any changes to the contract must be made through written amendment executed by authorized representatives of both parties. During CLINs 0001-0002, the Contractor must identify and quantify the impact that the proposed change might have in terms of cost and schedule.

- 2) Changes initiated by OSU that could increase the NTE unit cost must be evaluated and quantified by the Contractor within 5 working days. The Contractor shall return a quantification of the estimated dollar value and backup for the calculations. During CLINs 0001-0002, the Contractor must identify and quantify the impact of proposed changes to cost and schedule. Any changes to the contract must be made through written amendment executed by authorized representatives of both parties.

C.2.4. CLIN 0003-0004 (if options are exercised by OSU) – First Article Construction and Testing of the CSPP

Under CLINs 0003-0004, the Contractor shall perform the first article construction and testing of the CSPP in accordance with the Coastal Surface Piercing Profiler Specification 3310-00004 (Attachment #1) and the designs developed in CLIN 0001-CLIN 0002. The First Article units will be a production representative version of one (1) Uncabled CSPP complete unit and one (1) Cabled CSPP complete unit, both of which will incorporate Contractor provided, installed and integrated sensor suites. This effort shall include all necessary material procurements, vendor oversight, manufacturing, quality assurance, inspections, tests, storage, preservation, and vendor assistance in troubleshooting and resolving technical and operational problems. All first article construction and testing of the CSPPs will be delivered as directed by the OSU COTR.

The Contractor shall provide the management effort necessary to ensure the on-schedule and on-budget completion of the CSPP units (first article construction and testing) in the most efficient and cost-effective manner. The Contractor shall identify and maintain visibility of all problems and potential problems arising during contract performance which could impact the schedule and/or cost. The Contractor shall continue to organize, integrate, and control program activities to resolve problems of the first article fabrication and testing of the CSPP through the agreed upon period of performance. To accomplish this, the Contractor will perform the efforts listed below, including but not limited to the following:

- A. The effort provided in CLINs 0001-0002 (and stated in section C-2.3 above): the Contractor or its subcontractor shall provide first article construction and testing documentation and management and support activities necessary to ensure the on-schedule completion of first article construction and testing of the Uncabled Configuration CSPP and Cabled Configuration CSPP. The Contractor shall establish and maintain a baseline schedule for use by both Contractor and OSU management personnel for planning, tracking, and reporting the scheduled status of major activities, milestones, and all CDRL deliverables. To accomplish this, the Contractor will continue efforts listed below, but will also include activities necessary for first article construction and testing, including but not limited to the following:
 - 1) Continue (as in CLINs 0001-0002) to Coordinate Program Management Reviews.
 - 2) Coordinate design verification reviews.
- B. The Contractor is responsible for participation in Quarterly Program Progress and Status Review conferences.
- C. The Contractor is responsible for performance of material sourcing and material ordering preparation to support orderly CSPP first article construction and testing.
- D. The Contractor is responsible for integrating all components into the first article construction and testing.
- E. The Contractor shall provide traditional first article construction and testing support activities (e.g. scheduled reviews, documentation, test results, management results, etc.) for the CSPP.

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

- F. The Contractor shall conduct and support CSPP acceptance testing and qualification test reviews as stipulated in Section J, Attachment #3.
- G. Changes that could increase NTE costs:
 - 1) Changes initiated by the Contractor that could increase the NTE unit cost must include quantification of the increased cost, including supporting data for the calculation and justification for the change with respect to the specifications. Notice of such changes must be received with complete supporting justification 20 working days prior to the proposed date for implementing the change. Any changes to the contract must be made through written amendment executed by authorized representatives of both parties. During CLINs 0003-0004, if exercised, the Contractor must identify and quantify the impact the proposed change might have in terms of cost and schedule.
 - 2) Changes initiated by OSU that could increase the NTE unit cost must be evaluated and quantified by the Contractor within 5 working days. The Contractor shall return a quantification of the estimated dollar value and backup for the calculations. During CLINs 0003-0004, the Contractor must identify and quantify the impact of proposed changes to cost and schedule. Any changes to the contract must be made through written amendment executed by authorized representatives of both parties.

The requirements of CLIN 0003-0004 shall be accomplished in accordance with Coastal Surface Piercing Profiler Specification 3310-00004 (Attachment #1) and the Uncabled and Cabled Configuration Coastal Surface Piercing Profilers Test Verification Matrix (Attachment #3).

C.2.5. CLIN 0005-CLIN 0006 – Deliverables

NTE FFP priced Options: It is anticipated that these CLINs will be divided into sub-CLINs for each unit to be procured. For planning purposes, initial procurements, by part number, are planned as nine (9) Uncabled configuration and one (1) Cabled configuration.

NTE FFP estimates for CLINs 0005-0006 will be incorporated into the cost evaluation and the producibility portion of the technical evaluation.

C.2.6. CLIN 0007-0008 – Spare Parts and Accessories

Unpriced Options: These CLINs will be used to procure spare parts and accessories, if needed. It may be divided into sub-CLINs.

C.2.7. CLIN 0009 – Data for CLINs 0001, through 0008

The data for CLINs 0001-0008, to be furnished herein, shall be prepared in accordance with Table C.1.: Contract Data Requirements List.

C.2.8. Quality Objectives

In performing Contractor's specific duties, in support of this Contract, Contractor will be required to plan for and demonstrate continuing progress in the following areas:

- a. Ensuring that the Operations and Maintenance meets the established operational requirements.
- b. Responding to the community of users by providing a mechanism for questions, answers and communicating future plans.
- c. Using effective performance measures or performance metrics.
- d. Continuing to improve the representation of women and underrepresented minorities in the workforce.
- e. Enhancing the capabilities of its technical, financial and project management systems to support operations & maintenance.

TABLE C.1.: Contract Data Requirements List

CLIN	CDRL #	Report Name/Deliverable	Review Period	Due Date
All	D001	Contract Kickoff Meeting minutes	1 day	3 business days after Kick Off meetings
0003 0004	D002	Certifications: Certifications for items ordered and received. (PDF) (For approval)	3 days	TBD
0001 0002	A001	Monthly Status Report: Project and financial status with respect to the schedule/plan. (For information) (MS Word)	3 days	Monthly by the 7 th calendar day of the month. First report due at end of first full month ARO.
0001 0002	A002	List of detailed tasks for CLIN 0001-0002 showing duration and sequence with high level flow into CLINs 0003- 0004 and CLINs 0005-0006 to meet project milestones. (MS Project) (For approval)	3 days	Draft with Proposal, Final 1 month ARO, updated monthly and for listed reviews
0001 0002	A003	Configuration Management Plan: Plans and procedures defining review, release and control of design, test and production documentation. (PDF) (For approval)	1 week	1 month ARO
0001 0002	A004	Quality Assurance Plan and Procedure: Plans and procedures defining the Contractor's Quality System including requirements and processes for material receipt and inspection, design review and approval, manufacturing inspection and test, and maintenance of records. (PDF) (For approval)	1 week	1 month ARO
0001 0002	A005	Technical Data Package: Documentation of the design to enable build, test, inspection and acceptance. (PDF) (For approval)	1 week	2 weeks prior to Design Review
0001 0002	A006	Design Verification Report: Documentation of engineering tests, analysis and design features showing status of requirements compliance for the design. (For approval)	1 week	2 weeks prior to Design Review
0001 0002	A007	Qualification Test Plan and Procedures - Plans for verification of requirements. (PDF) (For approval)	1 week	2 weeks prior to Design Review
0001 0002	A008	Mission Planning Software: Draft of the Mission Planning software with modifications as required for the CSPP. (Native file format with PC version executable) (For approval)	1 week	2 weeks prior to Design Review
0001 0002	A009	Maintenance Plan: Draft of the Maintenance Manual with modifications as required for the CSPP. (PDF) (For approval)	1 week	2 weeks prior to Design Review
0001 0002	A010	Operator's Manual: Draft of the Operator's Manual with modifications as required for the CSPP. Operator's Manual will define use of	1 week	2 weeks prior to Design Review

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

CLIN	CDRL #	Report Name/Deliverable	Review Period	Due Date
		the Mission Planning Software as well as programming and pre-installation test requirements.(PDF) (For approval)		
0001 0002	A011	List of Spares: List of Available Spares for comparable CSPPs with suggested quantity and lead times. (PDF) (For information)	1 week	1 month ARO
0001 0002	A012	Quality Audit:Report showing Quality System was audited during the period of performance. The report shall indicate the status of the system, level of compliance and corrective actions. (PDF) (For approval)	2 weeks	Within 3 months ARO
0001 0002	A013	Present the design proposed for first article production and qualification testing. Show aspects of the design related to requirements compliance and verification status to date, including prototype test results and Qualification Plans going forward. Present the schedule for first article build and qualification. Present updated Unit Production NTE Cost values and efforts to reduce production costs. Present maintenance, operations and mission planning details. (For approval)	1 week	Review presentation materials 2 weeks in advance of review
0001 0002	A014	Producibility Plan Review: Document the Unit Production Cost build up aligned to the design presented in A013. Re-evaluate risks, their impact and mitigation strategies. (For information) (PDF)	1 week	2 weeks prior to Design Review
0001 0002	A015	Work Breakdown Structure (WBS) to at least third level, showing task management is performed, tracked. (For approval)	1 week	Draft due 1 month ARO
0003 0004	B001	Monthly Status Report: Project and financial status with respect to the schedule/plan. (MS Word) (For Information)	3 days	Monthly no later than the 7 th calendar day of each month , continuation from CLIN 0001
0003 0004	B002	Project Schedule: Project schedule finalization (MS Project)	3 days	1 month ARO
0003 0004	B003	Configuration Management Plan: Update from CLIN 0001-0002 (PDF)	1 week	1 month ARO
0003 0004	B004	Quality Assurance Plan and Procedure Update from CLIN 0001-0002 (PDF)	1 week	1 month ARO
0003 0004	B005	Technical Data Package: Updates during and following First Article (PDF), including updated RVCM	1 week	2 weeks prior to Test Readiness Review, Update 2 weeks prior to Production Readiness Review
0003	B006	Test Readiness Review: Present design	1 week	Presentation materials 2

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

CLIN	CDRL #	Report Name/Deliverable	Review Period	Due Date
0004		updates from first article fabrication and fabrication/ test records. Present design verification test results and the Qualification Test plan. (MS Powerpoint) (For approval)		weeks prior to review
0003 0004	B007	Qualification/Production Readiness Review: Present Qualification Test results, analysis and complete verification matrix. Present design updates from Qualification Testing. Present Production Plan for quantity and schedule determined for CLIN 0005-0006 (if options are exercised by OSU). Present process and test documentation to support production. (MS Powerpoint)	1 week	Presentation materials 2 weeks prior to review
0003 0004	B008	Qualification Test Report: Results of requirements verification by test. Updated Compliance Matrix Completed verification matrix. (MS Word) (For Approval)	1 week	2 weeks prior to Qualification Review
0003 0004	B009	Production Planning Schedule: Schedule showing production plan for units to be delivered under CLIN 0005-0006 (if options are exercised by OSU). Includes production plan for items ordered under CLINs 0007-0008 (if options are exercised by OSU). (MS Project)	1 week	2 weeks prior to Production Readiness Review
0003 0004	B010	Production Test Plan and Procedures: Plans and procedures for assembly and test at levels up to and including Factory Acceptance Test. Updated RVCM. (PDF)	1 week	2 weeks prior to the Production Readiness Review
0003 0004	B011	Quality Audit /Update to A012 (PDF) (For information)	1 week	3 months ARO
0003 0004	B012	Maintenance Manual: Finalized version, update to A009 (PDF) (For approval)	1 week	1 month prior to Production Readiness Review
0003 0004	B013	Mission Planning Software: Finalized version, update to A008 (native file and PC executable version) (For approval)	1 week	1 month prior to Production Readiness Review
0003 0004	B014	Recommended Spares List: Finalized list of ready spares for the unit with lead times and pricing (PDF) (For information)	1 week	1 month prior to Production Readiness Review
0005 0006	C001	Factory Acceptance Test Report: Factory Acceptance Test data and certification of compliance to Specification (PDF) Updated RVCM (For approval)	3 days	With each unit delivered
0005 0006	C002	Calibration Data: Calibration data for the sensors within the unit (PDF) (For approval)	3 days	With each unit delivered
0005 0006	C003	As-Built Configuration: Configuration record for construction of the unit (Excel) (For	3 days	With each unit delivered

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

CLIN	CDRL #	Report Name/Deliverable	Review Period	Due Date
		approval)		
0005, 0006	C004	Certifications for items ordered and received. (PDF) (For approval)	3 days	TBD

(End of Section C)

Section D. Packaging and Markings

D.1. CLINs 0001-0002, 0003-0004 (if options are exercised), 0005-0006, (if options are exercised) and 0007-0008 (if options are exercised).

Except as specifically described in this contract, all materials and data shall be prepared for shipment in accordance with best commercial practice.

Packaging and Packing: Data (e.g. reports, invoices, certifications) shall be prepared for delivery in such a manner as to insure that the required information is protected against deterioration, physical damage, or loss during shipment from the Contractor to OSU. Documents shall be prepared for shipment in such a manner to ensure that the materials will not be damaged during shipment.

Marking and packaging shall be in accordance with the Coastal Surface Piercing Profiler Specification 3310-00004 (Attachment #1). Any limitation on shipment modes must be clearly identified and approved by the OSU COTR.

D.2. Marking of Reports

All reports delivered by the Contractor to the COTR under this contract shall prominently show on the cover of the report and other documentation, the title, date of issue (and revision number if applicable), and preparer name. Reports will clearly indicate that they are produced as part of the OOI project for the Endurance Array (EA) Team. An approval block for internal review and approval will be provided.

D.3. Identification Marking of Parts

Delivered End Items – CLIN 0003-0004, and 0005-0006 (if options are exercised by OSU): Units shall be marked in accordance with the specification.

Spare Parts – CLIN 0007-0008 (if options are exercised by OSU): marking of spare parts shall be determined at the time the options are exercised.

(End of Section D)

Section E. Inspection and Acceptance

E.1. Place of Inspection and Acceptance

CLINs 0001-0002: Upon Contractor's completion of the development of the CSPPs, a design review will be conducted by the Contractor for the Endurance Array Team showing compliance with the Coastal Surface Piercing Profiler Specification 3310-00004 (Attachment #1).

Development completion will require a Design Verification Report showing how and the extent to which the end item meets the requirements of Section J, Coastal Surface Piercing Profiler Specification 3310-00004 (Attachment 1).

CLIN 0003-0004: (if options are exercised by OSU) Upon Contractor's completion of the first article construction and testing in accordance with Section J, Attachment #3, a qualification test report shall be delivered. The Contractor shall conduct a qualification test review of the CSPP (as described in Section C, Part 1, 1.3 F.) and all sub-assemblies will be inspected by the COTR or his/her representative.

CLIN 0005: (if option is exercised by OSU) Place of inspection and acceptance shall be OSU.

CLIN 0006: (if option is exercised by OSU) Place of inspection and acceptance shall be OSU.

CLIN 0007: (if option is exercised by OSU) TBD

CLIN 0008: (if option is exercised by OSU) TBD

CLIN 0009: Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List (Table C-1).

E.2. Clauses Incorporated by Reference

FAR Source	Title and Date
52.246-3	Inspection of Supplies – Cost-Reimbursement (May 2001)
52.246-5	Inspection of Services – Cost-Reimbursement (Apr 1984)
52.246-16	Responsibility for Supplies (Apr 1984)

(End of Section E)

Section F. Deliveries or Performance

F.1. Requirements

The Contractor shall complete the procurement CLIN(s) 0001-0002, and 0003-0004 (if options are exercised by OSU), and 0005-0006 (if options are exercised by OSU) , and 0007-0008 (if options are exercised by OSU) in the following schedule:

<u>CLIN</u>	<u>Item Description</u>	<u>Milestone Dates</u>
0001	Uncabled Configuration CSPP Design and Prototype Review	3 months ARO
0002	Cabled Configuration CSPP Design and Prototype Review	4 months ARO
0003 (if option is exercised)	Uncabled Configuration CSPP 1 st Article Test	4 months after option exercise
0004 (if option is exercised)	Cabled Configuration CSPP 1st Article Test	5 months after option exercise
0003 (if options are exercised)	Qualification Review and Production Readiness Review	5 months after option exercise
0004 (if options are exercised)	Qualification Review and Production Readiness Review	7 months after option exercise
0005-0006 (if options are exercised)	First Unit Deliverables of CSPP(s)	5 months after option exercise
0007-0008 (if options are exercised)	Spare Parts	TBD

Unless otherwise specified in any order, the supplies to be furnished by the Contractor shall be delivered F.O.B. destination unless otherwise authorized by the Contracting Officer. The method of shipment will be specified in writing by the cognizant contract administration office when the supplies are ready for shipment.

CLINs 0001-0002, and 0003-0004 (if options are exercised by OSU), 0005-0006 (if options are exercised by OSU), and 0007-0008 (if options are exercised by OSU): All data to be furnished under the CLINs specified in SECTION B shall be delivered prepaid to the destination(s) by the date(s) specified in the attached CDRL, Table C-1.

F.2. Clauses Incorporated by Reference

<u>FAR Source</u>	<u>Title and Date</u>
52.242-15	Stop-Work Order (Aug 1989)
52.247-58	Loading, Block and Bracing of Freight Car Shipments (Apr 1984)

F.3. Period of Performance

The period of performance of this contract shall commence on the date of the award and expires February 28, 2015, unless extended by mutual agreement of the contractual parties.

F.4. Reporting Requirements

Reporting requirements are found in the CDRL, Table C-1. Status meetings will be held either at the OSU facility or via Webex (online meetings) to the extent possible.

(End of Section F)

Section G. Contract Administration

G.1. Ordering:

All supplies and services to be furnished under this contract shall be ordered by issuance of Purchase Order (PO) by OSU. All POs are subject to the terms and conditions of this contract. In the event of conflict between a PO and this contract, the contract shall control. Orders may be issued by mail, fax or by e-mail.

G.2. Invoice and Payment Information

All PO invoices issued and payments made shall be made in accordance with the directions provided in each PO, including percentage of payment authorized at time of PO issuance and balance of payment due at time of PO item acceptance.

There shall be no invoice items labeled as “miscellaneous”, “other” or any other vague terminology. Every amount charged must be accounted for with a detailed description. Unexplained extraneous invoice charges will not be paid.

OSU payment terms are Net 30 from receipt of goods or a properly completed invoice, whichever is later. OSU will not process invoices for payment, and the period of computation for discounts or late fees will not commence, until OSU receives a properly completed invoice or receives and accepts the invoiced items, whichever is later.

If an adjustment in payment is necessary due to damage or dispute, the period for discounts or late fees shall commence on the date final approval for payment is authorized. If OSU fails to make a timely payment, Contractor may invoice for a maximum of 2/3 of 1% per month on the amount overdue pursuant to ORS 293.462.

- 1) The Contractor shall submit monthly original invoices (in duplicate) to:
Attn: Pei Kupperman
CEOAS
Oregon State University
Ocean Admin Bldg 104
Corvallis, OR 97331-5503
541-737-2725 (voice); 541-737-2064 (fax); pkupperm@coas.oregonstate.edu
- 2) Invoice must include:
 - a) Name and address of Contractor
 - b) Contractor's DUNS #
 - c) Invoice date and number
 - d) Contract/Purchase Order number
 - e) Description, quantity, unit of measure and unit price
 - f) Terms of any discount for prompt payment
 - g) Name and contact information of person to notify in event of defective invoice
 - h) Costs delineated by CLIN and sub-CLIN

G.3. Method of Payment

Payments made under this contract may be made either by check, electronic funds transfer (EFT), Automated Clearing House (ACH).

G.4. OSU Representatives

Contracting Officer
James Figgins
Procurement and Contract Services
Oregon State University
644 SW 13th Street
Corvallis, OR 97333

Contracting Officer's Technical Representative (COTR)
Ed Dever
Associate Professor
Oregon State University – College of Earth Oceanic and Atmospheric Sciences
Corvallis, OR 97331-5503

Quality Assurance (QA)
Jon Fram
OOI Associate Systems Engineer
Oregon State University – College of Earth Oceanic and Atmospheric Sciences
Corvallis, OR 97331-5503

Contract Project Manager
Robert Collier, OOI Project Manager
Professor
Oregon State University – College of Earth Oceanic and Atmospheric Sciences
Corvallis, OR 97331-5503

(End of Section G)

Section H. Special Contract Requirements

H.1. Indemnification

Contractor shall indemnify, defend, and hold harmless OSU, NSF, Ocean Leadership and their respective members, directors, trustees, officers, and employees, against any and all claims, suits, legal actions, expenses, loss, and damage of any kind to person or property, arising out of or resulting from the use of the goods delivered under this contract, including but not limited to litigation costs and attorneys' fees.

H.2. Arbitration

Each of the parties hereto agrees that any litigation with respect to this contract shall be only to initiate arbitration. Arbitration shall be governed in accordance with the Commercial Rules of the American Arbitration Association and the Federal Arbitration Act. Notwithstanding any provision of the Rules of the American Arbitration Association and the Federal Arbitration Act, the parties agree that the arbitrators cannot award exemplary or punitive damages. The arbitration award shall be enforceable by the courts having competent jurisdiction.

H.3. Limitation of Damages

Under no circumstances shall OSU, NSF, or the Consortium for Ocean Leadership ("Ocean Leadership") be liable to the Contractor for any consequential damages, lost profits, delay damages, or other forms of damages beyond payment of units/services ordered.

H.4. Liability

None of the following, OSU, NSF, or Ocean Leadership, can assume any liability for accidents, illnesses, injuries, or claims arising out of, or related to, any activities supported by this contract or for unauthorized use of patented or copyrighted materials. The Contractor is advised to take such steps as may be deemed necessary to insure or protect itself, its employees, and its property.

H.5. Liability Insurance

The Contractor shall be responsible for securing all necessary and applicable insurance coverage.

For the period of performance of the Contract and any extension thereof, Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdictions in which Contractor is performing any part of the work such insurance as will protect OSU and Consortium for Ocean Leadership, Inc. as additional insured from claims set forth below which may arise out of or result from the performance of the work under the Contract and for which Contractor may be legally liable, whether such performance be by Contractor or by a lower tier subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. Claims for damages insured by usual personal injury liability coverage;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance or use of a motor vehicle or watercraft;

7. Claims for bodily injury or property damage arising out of completed operations; and
8. Claims involving contractual liability applicable to the Contractor's indemnification obligations to OSU.

Certificates of insurance acceptable to OSU shall be filed with OSU upon request. These certificates and the insurance policies required by this Section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to OSU.

Contractor shall require all lower tier subcontractors to name Consortium for Ocean Leadership, Inc. as an additional insured on liability insurance policies in an amount acceptable to Consortium for Ocean Leadership, Inc.

H.6. Property Insurance

In accordance with 2 CFR 215.31, Contractor shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired with NSF funds as provided to property owned by the Contractor. Contractor shall name Consortium for Ocean Leadership, Inc. as an additional insured on property insurance (as its interest shall appear) policies and shall cause all subcontractors to name Consortium for Ocean Leadership, Inc. as an additional insured on property insurance (as its interest shall appear) policies.

H.7. Suits/Claims Against Contractor

The Contractor shall give OSU's CO immediate notice in writing of any action or suit filed and prompt notice of any claim made against the Contractor which in the opinion of the Contractor may result in litigation.

H.8. Notice and Assistance Regarding Patent and Copyright Infringement

1. The Contractor shall report to OSU's CO, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
2. In the event of any claim or suit against OSU on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to OSU, when requested by the CO, all evidence and information in the Contractor's possession pertaining to such claim or suit.
3. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that are expected to exceed \$150,000.
4. The Contractor shall indemnify OSU, NSF, or Ocean Leadership and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

H.9. Provisions Regarding use of Data and Information

H.9.1. Limitations on Use

All of the CSPP observational data acquired by OSU shall be available for unrestricted dissemination and use in connection with the operation and use of the CSPP by OSU, Ocean Leadership, or NSF, and the licensees or assigns of the foregoing. To the extent Contractor anticipates that it will be necessary to disclose proprietary CSPP or system information proprietary data pursuant to nondisclosure restrictions, the nature of such data must be specifically identified in the Contract along with the reason for the

imposition of non-disclosure restrictions, and the proposed terms and conditions of any proposed non-disclosure restrictions. The parties shall not use, disclose or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this contract. This obligation shall not apply to information which (a) was in the receiving party's possession prior to receipt of the disclosed information; (b) is or becomes a matter of public knowledge through no fault of the receiving party; (c) is received from a third party without a duty of confidentiality; (d) is independently developed by the receiving party; (e) is disclosed under operation of law, provided that the disclosing party is provided reasonable notice and opportunity to contest the need for such disclosure, or to seek a protective order therefore.

The Contractor shall provide the OSU COTR with a copy of any proposed publication resulting from work performed pursuant to this contract at least thirty (30) days prior to submission for publication. OSU shall have twenty (20) business days to review and nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to OSU between the Contractor and the data owner which provides for greater rights to the Contractor.

H.9.2. Rights in Data Necessary for the Procurement, Operation, and Management of the OOI

1. The Contractor grants to OSU, Ocean Leadership and the NSF in perpetuity the right to use all data delivered under the Contract, without charge or additional expense (except for whatever reasonable costs are incurred by Contractor to reproduce the data) as necessary for the design, fabrication, integration, installation, operation, and management of the OOI. This includes the right to make such data available to any party interested in competing for any subsequent award to operate and manage the OOI and any Contractors the NSF selects as a result of these competitions. If Contractor includes any third-party data used under license (including, without limitation, any third-party software and documentation related thereto) in the deliverables, it shall identify such data in the Contract together with a warranty that it has the right to grant and does grant to OSU, NSF and Ocean Leadership the irrevocable, non-exclusive, perpetual, worldwide, fully paid license, with rights to utilize such data, including, without limitation, software, tools, or other technology and all associated intellectual property rights that may be embedded in or associated with the deliverables without restriction, in the operation and use of the CSPP, together with the right to assign and/or sublicense such rights without restriction including, without limitation, to OSU, NSF and Ocean Leadership, and/or any other successor Contractor operating and managing the OOI.
2. The types and kinds of data deemed necessary for the design, fabrication, integration, installation, operation, and management of the OOI includes, but is not limited to:
 - a. Maintenance guides and histories
 - b. Operating manuals and similar plans
 - c. User manuals and similar documents
 - d. Facility and instrument drawings (including design, shop and as-built drawings), designs, and specifications
 - e. Schematics
 - f. Warranty data
 - g. Schedules
 - h. Software
 - i. Inventories
 - j. Document indexes
 - k. Contracts, Lower Tier Awards, and vendor agreements (these items will be assessed by OSU and the Contractor for the presence of any proprietary data prior to their release to a third party)
 - l. Operations reports

Rights acquired by OSU, Ocean Leadership and the NSF under this Section H-9.2 do not include rights to any data first produced solely for scientific research purchases. Licenses to use data not first produced under this Contract, including, without limitation, any third-party software, shall be identified in the Contract, and Contractor shall grant to OSU, NSF and Ocean Leadership an irrevocable, non-exclusive, perpetual, worldwide, fully paid-up license to utilize all such data, including any and all software, tools or other technology that may be embedded in the CSPPs or otherwise provided to OSU, NSF or Ocean Leadership in connection with the CSPPs, without restriction in the operation and use of the CSPPs. OSU may assign or sublicense any or all of its rights to operate the CSPP, including, without limitation, to any successor Contractor operating and managing the OOI. For the avoidance of doubt, neither Contractor nor its licensors shall have any rights in or to data generated by or through the use of the CSPP by OSU, Ocean Leadership, NSF, OSUs, or the licensees or assigns.

H.9.3. Patent Rights

Unless otherwise provided in the contract, if this award is for experimental, developmental, or research work, the following clause (implementing the Bayh-Dole Act, [35 U.S.C. § 200 et seq.]) shall apply. The awardee shall include this clause in all subawards for experimental, developmental, or research activities.

a. Definitions:

1. INVENTION means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the USC, to any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. § 2321 et seq.).
2. SUBJECT INVENTION means any invention of the awardee conceived or first actually reduced to practice in the performance of work under this award, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d)) must also occur during the period of performance.
3. PRACTICAL APPLICATION means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are to the extent permitted by law or Government regulations available to the public on reasonable terms.
4. MADE when used in relation to any invention means the conception or first actual reduction to practice of such invention.
5. NON-PROFIT ORGANIZATION means a domestic university or other institution of higher education or an organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. § 501(c)) and exempt from taxation under Section 501(a) of the Internal Revenue Code (26 U.S.C. § 501(a)) or any domestic non-profit scientific or educational organization qualified under a State non-profit organization statute.

b. Allocation of Principal Rights:

The awardee may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this Patent Rights clause and 35 U.S.C. Part 203. With respect to any subject invention in which the awardee retains title, the Federal Government shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the U.S. the subject invention throughout the world. If the award indicates it is subject to an identified international agreement or treaty, the National Science Foundation (NSF) also has the right to direct the awardee to

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

convey to any foreign participant such patent rights to subject inventions as are required to comply with that agreement or treaty.

c. Invention Disclosure, Election of Title and Filing of Patent Applications by Awardee:

1. The awardee will disclose each subject invention to NSF within two months after the inventor discloses it in writing to awardee personnel responsible for the administration of patent matters. The disclosure to NSF shall be in the form of a written report and shall identify the award under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding of the nature, purpose, operation, and, to the extent known, the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to NSF, the awardee will promptly notify NSF of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the awardee.
2. The awardee will elect in writing whether or not to retain title to any such invention by notifying NSF within two years of disclosure to NSF. However, in any case where publication, on sale, or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the U.S., the period for election of title may be shortened by NSF to a date that is no more than 60 days prior to the end of the statutory period.
3. The awardee will file its initial patent application on an invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the U.S. after a publication, on sale, or public use. The awardee will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application, or six months from the date when permission is awarded by the Commissioner of Patents and Trademarks to file foreign patent applications when such filing has been prohibited by a Secrecy Order.
4. Requests for extension of the time for disclosure to NSF, election, and filing under subparagraphs 1., 2., and 3. may, at the discretion of NSF, be awarded.

d. Conditions When the Government May Obtain Title:

The awardee will convey to NSF, upon written request, title to any subject invention:

1. if the awardee fails to disclose or elect the subject invention within the times specified in paragraph c. above, or elects not to retain title; provided that NSF may only request title within 60 days after learning of the failure of the awardee to disclose or elect within the specified times;
2. in those countries in which the awardee fails to file patent applications within the times specified in paragraph c. above, but prior to its receipt of the written request of NSF, the awardee shall continue to retain title in that country; or
3. in any country in which the awardee decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in a reexamination or opposition proceeding on, a patent on a subject invention.

e. Minimum Rights to Awardee:

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

1. The awardee will retain a non-exclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the awardee fails to disclose the subject invention within the times specified in paragraph c. above. The awardee's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the awardee is a party and includes the right to award sublicenses of the same scope to the extent the awardee was legally obligated to do so at the time the award was made. The license is transferable only with the approval of NSF except when transferred to the successor of that part of the awardee's business to which the invention pertains.
2. The awardee's domestic license may be revoked or modified by NSF to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404. This license will not be revoked in that field of use or the geographical areas in which the awardee has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at discretion of NSF to the extent the awardee, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
3. Before revocation or modification of the license, NSF will furnish the awardee a written notice of its intention to revoke or modify the license, and the awardee will be allowed thirty days (or such other time as may be authorized by NSF for good cause shown by the awardee) after the notice to show cause why the license should not be revoked or modified. The awardee has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

f. Awardee Action to Protect Government's Interest:

1. The awardee agrees to execute or to have executed and promptly deliver to NSF all instruments necessary to: (i) establish or confirm the rights the Government has throughout the world in those subject inventions for which the awardee retains title; and (ii) convey title to NSF when requested under paragraph d. above, and to enable the Government to obtain patent protection throughout the world in that subject invention.
2. The awardee agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the awardee each subject invention made under this award in order that the awardee can comply with the disclosure provisions of paragraph c. above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information requested by paragraph c.1. above. The awardee shall instruct such employees through the employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
3. The awardee will notify NSF of any decision not to continue prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

4. The awardee agrees to include, within the specification of any U.S. patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the award) awarded by the National Science Foundation. The Government has certain rights in this invention."
5. The awardee or its representative will complete, execute and forward to NSF a confirmation of a License to the U.S. Government and the page of a United States patent application that contains the Federal support clause within two months of filing any domestic or foreign patent application.

g. Subcontracts:

1. The awardee will include this Patent Rights clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the awardee in this Patent Rights clause, and the awardee will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractors' subject inventions.
2. In the case of subcontracts, at any tier, when the prime award by NSF was a contract (but not a cooperative agreement), NSF, subcontractor, and contractor agree that the mutual obligations of the parties created by this Patent Rights clause constitute a contract between the subcontractor and the Foundation with respect to those matters covered by this Patent Rights clause.

h. Reporting on Utilization of Subject Inventions:

The awardee agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the awardee or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the awardee and such other data and information as NSF may reasonably specify. The awardee also agrees to provide additional reports in connection with any march-in proceeding undertaken by NSF in accordance with paragraph j. of this Patent Rights clause. As required by 35 U.S.C. § 202(c)(5), NSF agrees it will not disclose such information to persons outside the Government without the permission of the awardee.

i. Preference for United States Industry:

Notwithstanding any other provision of this Patent Rights clause, the awardee agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the U.S. unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the U.S. However, in individual cases, the requirement for such an agreement may be waived by NSF upon a showing by the awardee or its assignee that reasonable but unsuccessful efforts have been made to award licenses on similar terms to potential licensees that would be likely to manufacture substantially in the U.S. or that under the circumstances domestic manufacture is not commercially feasible.

j. March-in Rights:

The awardee agrees that with respect to any subject invention in which it has acquired title, NSF has the right in accordance with procedures at 37 CFR § 401.6 and NSF regulations at 45 CFR § 650.13 to require the awardee, an assignee or exclusive licensee of a subject invention to grant a non-exclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

terms that are reasonable under the circumstances and if the awardee, assignee, or exclusive licensee refuses such a request, NSF has the right to grant such a license itself if NSF determines that:

1. such action is necessary because the awardee or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;
2. such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the awardee, assignee, or their licensees;
3. such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the awardee, assignee, or licensee; or
4. such action is necessary because the agreement required by paragraph i. of this Patent Rights clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the U.S. is in breach of such agreement.

k. Special Provisions for Awards with Non-profit Organizations:

If the awardee is a nonprofit organization, it agrees that:

1. rights to a subject invention in the U.S. may not be assigned without the approval of NSF, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the awardee;
2. the awardee will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when NSF deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. § 202(e) and 37 CFR § 401.10;
3. the balance of any royalties or income earned by the awardee with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific or engineering research or education; and
4. it will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give preference to a small business firm if the awardee determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided that the awardee is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the awardee. However, the awardee agrees that the Secretary of Commerce may review the awardee's licensing program and decisions regarding small business applicants, and the awardee will negotiate changes to its licensing policies, procedures or practices with the Secretary when the Secretary's review discloses that the awardee could take reasonable steps to implement more effectively the requirements of this paragraph k.4.

l. Communications:

All communications required by this Patents Rights clause must be submitted through the iEdison Invention Information Management System maintained by the National Institutes of Health unless prior permission for another form of submission is obtained from the Patent Assistant at patents@nsf.gov or at Office of the General Counsel, National Science Foundation, 4201 Wilson Boulevard, Arlington, VA 22230.

Flow-down Requirements:

The Contractor shall ensure that the requirements of Section H-9 flow down to all subcontractors, if any, to this Contract.

H.10. Procurement Standards

1. The Contractor (including commercial organizations) is responsible for compliance with the Procurement Standards identified in 2 CFR §§215.40 through .48. The Contractor is responsible for ensuring that the appropriate NSF conditions from the award to OSU are made a part of any contract or other arrangement whose award amount exceeds the simplified acquisition threshold (currently \$100,000).
2. The Contractor shall:
 - a. Make all agreements, contracts, or other commitments, regardless of value, in its own name and shall not bind or purport to bind the Government, NSF, Ocean Leadership, OSU or
 - b. Agree to administer/monitor all such agreements, contracts, or other commitments it enters into and supports with NSF funds in accordance with the applicable federal cost principles and the applicable federal administrative requirements;
 - c. Remain responsible for maintaining the necessary documentation on all such agreements, contracts or other commitments and making it available to OSU upon request.

H.11. Contract Monitoring

In monitoring the Contractor's performance, OSU is primarily interested in progress toward successful completion of each deliverable along with the financial status of the contract. During the course of performance of the resulting contract, OSU (and authorized representatives including NSF and Ocean Leadership representatives) shall have the right, at all reasonable times, to make site visits to inspect or review the progress of work or the management control systems of the Contractor. The Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the representatives in the performance of their duties, to include witnessing any Contractor tests conducted on the CSPPs being delivered to OSU under this contract. Such access shall include the right to inspect the Contractor's financial accounts or records that pertain to this contract.

H.12. Acknowledgement of NSF Support

Advance notification of any public relations activities related to this contract shall be provided by the Contractor to the OSU COTR, as applicable. NSF has reserved the right to review and/or co-issue any press releases issued by the Contractor and any Sub-Contractors. The Contractor and Sub-Contractors shall provide advance notification of any press or Congressional events or public relations activities related to this Contract to the OSU COTR.

H.13. Notice of Labor Disputes

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the OSU CO. The Contractor agrees to insert the substance of this clause (H.13) in any subcontract to which a labor dispute may delay the timely performance of the contract.

H.14. Change-Over and Phase-Out

Contractor recognizes that OSU may direct the assignment of this Contract and/or its Sub-Contractors to other organizations. The Contractor agrees to use its best efforts to effect an orderly and efficient transition from Contractor and/or Sub-Contractors to any assignee in the event of any such assignment.

H.15. Right to Procure from Other Sources

OSU, under the terms of this contract, retains the right to procure the same or similar goods and services from other sources during the period of this contract.

H.16. Taxes/Duties

Contractor must avail itself of any tax exemptions for which any activities supported by Federal funds may qualify, including any applicable exemptions from state or local sales and use taxes on the purchase of goods and services made with NSF award funds and/or by non-profit organizations.

H.17. Permits and Responsibilities

The Contractor shall, without additional expense to OSU, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and OSU acceptance of the entire work.

If Contractor engages in any activities under this Contract requiring any agreement, permit, license, authorization or the like with a federal, state, local agency or entity, Contractor shall provide notice to OSU at least 120 calendar days prior to engaging in the activity. If Contractor engages in any activities under this Contract involve a joint program with foreign organizations or individuals, Contractor shall provide notice to OSU at least 150 calendar days prior to engaging in the activity.

H.18. F.O.B. Destination

1. The term "F.O.B. destination," as used in this clause, means:
 - a. Free of expense to OSU, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and,
 - b. Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarded for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

The Contractor shall:

- Pack and mark the shipment to comply with contract specifications; or
- In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- Prepare and distribute commercial bills of lading;
- Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- Furnish a delivery schedule and designate the mode of delivering carrier; and
- Pay and bear all charges to the specified point of delivery.

H.19. Warranties and Acceptance under Performance Specifications or Design Criteria

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

(a) Definitions.

“Acceptance” means the act of an authorized representative of OSU by which OSU assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

“Defect” means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

“Supplies” means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also mean “data.”

(b) Contractor’s obligations.

1. The Contractor’s warranties under this clause shall apply only to those defects discovered by either OSU or the Contractor within 60 days following deployment. Note that deployment may take place up to 12 months following acceptance.
2. If the Contractor becomes aware at any time before acceptance by OSU (whether before or after tender to OSU) that a defect exists in any supplies or services, the Contractor shall:
 - a. Promptly correct the defect; or
 - b. Promptly notify the COTR, in writing, of the defect, using the same procedures prescribed in paragraph (b) (3) of this clause.
3. If OSU’s COTR determines that a defect exists in any of the supplies or services accepted by OSU under this contract, the COTR shall promptly notify the Contractor of the defect, in writing, within 30 days after discovery of the defect. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the COTR, in writing, within 30 days a recommendation for corrective actions, together with supporting information in sufficient detail for the COTR to determine what corrective action, if any, shall be undertaken.
4. The Contractor shall promptly comply with any timely written direction from the COTR to correct or partially correct a defect, at no increase in the contract price.
5. The Contractor shall also prepare and furnish to the COTR data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.
6. In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost/price proposal within 30 days to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.
7. Any supplies or parts thereof corrected or furnished in replacement and any services re-performed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

8. If OSU returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.
9. All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this contract.

(c) Remedies available to OSU.

1. The rights and remedies of OSU provided in this clause:
 - a. Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and,
 - b. Are in addition to, and do not limit, any rights afforded to OSU by any other clause of this contract.
2. Within 30 days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, OSU's COTR, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at the manufacturer's facility.
3. In no event shall OSU be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.
4. This clause shall not be construed as obligating OSU to increase the contract price.
5. (i) OSU's Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to:
 - (A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;
 - (B) Correct defects as directed under paragraph (b)(4) of this clause; or,
 - (C) Prepare and furnish data and reports as required by paragraph (b) (5) of this clause.(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.
6. If the Contractor does not comply timely with OSU's Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise:
 - (i) Obtain detailed recommendations for corrective action and either:
 - (A) Correct the supplies or services at Contractor's expense; or
 - (B) Replace the supplies or services at Contractor's expense, and if the Contractor fails to furnish timely disposition instructions, OSU's Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case OSU is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;
 - (ii) Obtain applicable data and reports; and (iii) Charge the Contractor for the costs incurred by OSU.

H.20. Notice of Damages

The work under this Contract is being conducted pursuant to the established OOI Environmental Health and Safety Plan 1006-00000 which incorporates by reference institutional Environmental Health and Safety Plans and the Research Vessel Safety Standards (9th Edition, March 2009), which dictate safety practices when operating on University-National Oceanographic Laboratory System (UNOLS) vessels. In the event of a mishap during the construction of the under this Contract that results in significant injury to personnel or significant damage to equipment at any tier, the Contractor shall provide prompt (optimally within 24 hours of event, not to exceed 48 hours after the event) notification of the mishap and corrective action to the OSU. Significant injury to personnel or significant damage to equipment shall be deemed to have occurred if such mishap results in the death of any person, injury to any person requiring professional medical treatment beyond first aid, or damage to any property in excess of \$25,000.

H.21. Consultant Services

Costs of consultants, including those who are members of a particular profession or possess a special skill and who are not officers or employees of the performing organization, are allowable when reasonable in relation to the services rendered. While NSF appropriations no longer identify a limitation on payments to consultants under NSF awards, payments should be comparable to the normal or customary fees charged and received by the consultant for comparable services, especially on non-government contracts, grants, and cooperative agreements.

H.22. Travel

a. Allowability of Travel Expenses

1. Expenses for transportation, lodging, subsistence and related items incurred by project personnel and by outside consultants employed on the project (see AAG Chapter V.B.4) who are in travel status on business related to an NSF-supported project are allowable as prescribed in the governing OMB cost principles. The requirements for prior approval detailed in the governing OMB cost principles are waived.
2. Except as provided in the governing OMB cost principles, the difference between economy airfare and a higher-class airfare is unallowable. A train, bus or other surface carrier may be used in lieu of, or as a supplement to, air travel at the lowest first-class rate by the NSF Cooperative Agreement FATC transportation facility used. If such travel, however, could have been performed by air, the allowance will not normally exceed that for jet economy airfare.

b. Travel Support for Dependents of Key Project Personnel

Travel support for dependents of key project personnel is allowable only under the following conditions:

1. the individual is a key person who is essential to the project on a full-time basis;
2. the individual's residence away from home and in a foreign country is for a continuous period of six months or more and is essential to the effective performance of the project; and
3. the dependents' travel allowance is consistent with the policies of the organization administering the award.

c. Use of U.S.-Flag Air Carriers

1. In accordance with the Fly America Act (49 USC 40118), any air transportation to, from, between, or within a country other than the U.S. of persons or property, the expense of which will be assisted by NSF funding, must be performed by or under a code-sharing arrangement with a U.S.-flag air carrier if service provided by such a carrier is available (see Comptroller General Decision B-240956, dated September 25, 1991). Tickets (or documentation for electronic tickets) must identify the U.S. flag air carrier's designator code and flight number.
2. For the purposes of this requirement, U.S.-flag air carrier service is considered available even though:

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

- (a) comparable or a different kind of service can be provided at less cost by a foreign-flag air carrier;
 - (b) foreign-flag air carrier service is preferred by, or is more convenient for, NSF or traveler; or
 - (c) service by a foreign-flag air carrier can be paid for in excess foreign currency.
3. The following rules apply unless their application would result in the first or last leg of travel from or to the U.S. being performed by a foreign-flag air carrier:
- (a) a U.S.-flag air carrier shall be used to destination or, in the absence of direct or through service, to the farthest interchange point on a usually traveled route.
 - (b) if a U.S.-flag air carrier does not serve an origin or interchange point, a foreign-flag air carrier shall be used only to the nearest interchange point on a usually traveled route to connect with a U.S. flag air carrier.

d. Use of Foreign-Flag Air Carriers

There are certain circumstances under which use of a foreign-flag air carrier is permissible.

These circumstances are outlined below:

1. Airline "Open Skies" Agreements:

A foreign flag air carrier may be used if the transportation is provided under an air transportation agreement between the United States and a foreign government, which the Department of Transportation has determined meets the requirements of the Fly America Act. For information on "open skies" agreements in which the United States has entered, please refer to the General Services Administration's (GSA) website at <http://www.gsa.gov/portal/content/103191>. Note on U.S./European Union Open Skies Agreement In 2007, the U.S. entered into an "Open Skies" Agreement with the European Union ("EU"). This agreement was modified in June 2010. The current Agreement gives European Community airlines (airlines of Member States) the right to transport passengers and cargo on flights funded by the U.S. government, when the transportation is between: (1) any two points outside the United States; or (2) a point in the United States and any point outside the United States that the EU airline is authorized to serve under the "Open Skies" Agreement. As of 2011, two significant changes have been made to the U.S./EU Open Skies Agreement. First, EU airlines are now granted the right to transport civilian agency-funded passengers who are NOT eligible to travel on GSA Airline City Pair Contract fares (e.g., grantees) between a point in the United States and a point outside the United States even if there is a GSA Airline City Pair Contract fare in effect between the origin and destination points. An individual, however, who is traveling on a route for which there is a City Pair Contract fare in effect, and who is eligible for such a fare (e.g., Federal employee), will be required to fly on a U.S. carrier, absent another applicable exception. Second, under the amended Agreement, EU airlines are now authorized to transport passengers between points in the United States and points outside the EU if the EU airline is authorized to serve the route under the Agreement. This includes flights that originate, arrive, or stop in the EU. Prior to this change, EU airlines were limited to flying passengers between points in the U.S. and points in the EU.

2. Involuntary Rerouting: Travel on a foreign-flag carrier is permitted if a U.S.-flag air carrier involuntarily reroutes the traveler via a foreign-flag air carrier, notwithstanding the availability of alternative U.S.-flag air carrier service.

3. Travel To and From the U.S. on non-European Community Airlines

Use of a non-European Community foreign-flag air carrier is permissible if the airport abroad is:

- (a) the traveler's origin or destination airport, and use of U.S.-flag air carrier service would extend the time in a travel status by at least 24 hours more than travel by a foreign-flag air carrier; or
- (b) an interchange point, and use of U.S.-flag air carrier service would increase the number of aircraft changes the traveler must make outside of the U.S. by two or more, would require the traveler to wait four hours or more to make connections at that point, or would extend the time in a travel status by at least six hours more than travel by a foreign-flag air carrier.

4. Travel Between Points Outside the U.S. on non-European Community Airlines
Use of a non- European Community foreign-flag air carrier is permissible if:
 - (a) travel by a foreign-flag air carrier would eliminate two or more aircraft changes en route;
 - (b) travel by a U.S.-flag air carrier would require a connecting time of four hours or more at an overseas interchange point; or
 - (c) the travel is not part of the trip to or from the U.S., and use of a U.S.-flag air carrier would extend the time in a travel status by at least six hours more than travel by a foreign-flag air carrier.
5. Short Distance Travel. For all short distance travel, regardless of origin and destination, use of a foreign-flag air carrier is permissible if the elapsed travel time on a scheduled flight from origin to destination airport by a foreign-flag air carrier is three hours or less and service by a U.S.-flag air carrier would double the travel time.

H.23. Partnerships with Foreign Collaborators

- a. The awardee shall provide written notification to the cognizant NSF Program Officer prior to entering into formal arrangements with foreign collaborators. In the notification, the awardee should specify: the projects and individuals involved; the purpose of the cooperative program; the proposed duration; location; and, the magnitude of the proposed activity.
- b. This provision is not intended to require notifications to the NSF of the routine use of awardee services and facilities by foreign investigators or foreign students, or the routine use of foreign facilities by project staff in accordance with the awardee's standard policies and procedures.

(End of Section H)

Section I. Contract Clauses

I.1. General Information

Each CLIN under this Contract will be funded with Major Research Equipment and Facilities Construction (MREFC) and/or Operations and Maintenance (O&M) funds. Each CLIN will specify the respective funding source. Funds shall be used solely for those activities designated under a specific funding source and may NOT be reprogrammed or reallocated for the performance and payments of other activities under this Contract.

I.2. NSF Cooperative Agreement Flow-Down Terms and Conditions

This effort is funded under a cooperative agreement between OSU, Ocean Leadership and NSF. OSU is responsible for complying with the conditions below and ensuring that the Contractor also complies with them.

The following NSF Terms and Conditions shall apply to this Contract:

Articles: 23, 25, 29, 32, 36, 38, 39, 40, 48, and 49, in the *NSF Cooperative Agreement Financial & Administrative Terms & Conditions, (CA-FATC)*, February 1, 2012, as amended over time, shall apply. The full text of the current CA-FATC can be found online at: <http://www.nsf.gov/pubs>.

The CA FATC articles listed in full text below are incorporated herein and are made a part of this Contract, except that the clauses shall be appropriately interpreted to reflect the identities of the instant parties, i.e. substitute:

- a. "OSU CO" for "Grants Officer" or "Grants and Agreements Officer" or "Contracting Officer" or "Program Officer" or "ACO";
- b. "Director, OOI" for "Principal Investigator" or "Project Director"
- c. "Prime Contractor" or "Oregon State University" or "Implementing Organization (IO)" or "Procuring Organization" for "Government" or "NSF"
- d. "Subcontractor", "Contractor" for "Awardee", "Grantee", or "Recipient"
- e. "Contract" for "Award" or "Grantee"
- f. "Director, OOI" for "NSF Deputy Director"

I.2.1. CA-FATC, Article 23, Copyrightable Material

a. Definition

Subject writing means any material that:

1. Is or may be copyrightable under Title 17 of the U.S.C.; and
2. Is produced by the awardee or its employees in the performance of work under this award. Subject writings include such items as reports, books, journal articles, software, databases, sound recordings, videotapes, and videodiscs.

b. Copyright Ownership, Government License

Except as otherwise specified in the award or by this paragraph, the awardee may own or permit others to own copyright in all subject writings. The awardee agrees that if it or anyone else does own copyright in a subject writing, the Federal government will have a nonexclusive, nontransferable, irrevocable, royalty-free license to exercise or have exercised for or on behalf of the U.S. throughout the world all the exclusive rights provided by copyright. Such license, however, will not include the right to sell copies or phono-records of the copyrighted works to the public.

c. Awards Affected by International Agreements

If the award indicates it is subject to an identified international agreement or treaty, NSF can direct the awardee to convey to any foreign participant or otherwise dispose of such rights to subject writings as are required to comply with that agreement or treaty.

d. Awardee Action to Protect Government Interests

The awardee agrees to acquire, through written agreement or an employment relationship, the ability to comply with the requirements of the preceding paragraphs and, in particular, to acquire the ability to convey rights in a Subject writing to a foreign participant if directed by NSF under the previous paragraph. The awardee further agrees that any transfer of copyright or any other rights to a subject writing, by it or anyone whom it has allowed to own such rights, will be made subject to the requirements of this article.

I.2.2. CA-FATC, Article 25, Publications

a. Acknowledgment of Support

The awardee is responsible for assuring that an acknowledgment of NSF support:

1. is made in any publication (including World Wide Web sites) of any material based on or developed under this project, in the following terms: "This material is based upon work supported by the NSF under Grant No. (NSF grant number)."
2. is orally acknowledged during all news media interviews, including popular media such as radio, television and news magazines.

b. News Releases

The awardee is strongly encouraged to consult with and notify the NSF Program Officer or his/her designee prior to issuing news releases concerning NSF-supported activities.

c. Disclaimer

The awardee is responsible for assuring that every publication of material (including World Wide Web pages) based on or developed under this award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the following disclaimer: "Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the NSF."

d. Copies for NSF

The awardee is responsible for assuring that the cognizant NSF Program Officer is provided access to, either electronically or in paper form, a copy of every publication of material based on or developed under this award, clearly labeled with the award number and other appropriate identifying information, promptly after publication.

e. Metric System

All reports and publications resulting from this NSF award are encouraged to use the metric system of weights and measures.

I.2.3. CA-FATC, Article 29, Site Visits

NSF, through authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by NSF on the premises of the awardee or a Contractor under an award, the awardee shall provide and shall require its Contractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that

will not unduly delay the work.

I.2.4. CA-FATC, Article 32, Nondiscrimination

- a. The award is subject to the provisions of Title VI of the Civil Rights Act of 1964 [42 U.S.C. § 2000d], Title IX of the Education Amendments of 1972 [20 USC §§ 1681 et seq.], the Rehabilitation Act of 1973 [29 U.S.C. § 794], the Age Discrimination Act of 1975 [42 U.S.C. §§ 6101 et seq], and all regulations and policies issued by NSF pursuant to these statutes. Specifically, in accordance with these statutes, regulations, and policies, no person on the basis of race, color, national origin, sex, disability, or age shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the award.
- b. By electronically signing a proposal, the Authorized Organizational Representative is providing the requisite Certification of Compliance with NSF Nondiscrimination Regulations and Policies. This Nondiscrimination Certification sets forth the nondiscrimination obligations with which all awardees must comply. These obligations also apply to subrecipients, subawardees, and subcontractors under the award. The awardee, therefore, shall obtain the NSF Nondiscrimination Certification from each organization that applies to be or serves as a subrecipient, subgrantee or subcontractor under the award (for other than the provision of commercially available supplies, materials, equipment or general support services) prior to entering into the subaward arrangement.

I.2.5. CA-FATC, Article 36, Clean Air and Water

(Applicable only if the award exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. § 7413(c)(1)] or the Clean Water Act [33 U.S.C. § 1319(c)] and is listed by the Environmental Protection Agency (EPA), or the award is not otherwise exempt.)

The awardee agrees as follows:

- a. To comply with all the requirements of Section 114 of the Clean Air Act [42 U.S.C. §7414] and Section 308 of the Clean Water Act [33 U.S.C. § 1318], respectively, relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308 of the Clean Air Act and the Clean Water Act, respectively, and all regulations and guidelines issued thereunder before the award of the cooperative agreement.
- b. That no portion of the work required by the award will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date that the award was awarded unless and until EPA eliminates the name of such facility or facilities from such listing.
- c. To use its best efforts to comply with clean air standards and clean water standards at the facility in which the award is being performed.
- d. To insert the substance of the provisions of this article into any nonexempt subcontract.

I.2.6. CA-FATC, Article 38, Investigator Financial Disclosure Policy

If the awardee employs more than 50 persons, the awardee shall maintain an appropriate written and enforced policy on conflict of interest consistent with the provisions of [AAG Chapter IV.A](#).

I.2.7. CA-FATC, Article 39, State Sales and Use Taxes

Awardees are reminded that each set of cost principles cited elsewhere in the contract limits the allowability of taxes to those the organization is required to pay. Awardees must avail themselves of any tax exemptions for which any activities supported by Federal funds may qualify, including any applicable exemptions from state or local sales and use taxes on the purchase of goods and services made with NSF award funds.

I.2.8. CA-FATC, Article 40, Debarment and Suspension

Recipients shall fully comply with the requirements stipulated in Subpart C of 45 CFR Part 620, entitled

"Responsibilities of Participants Regarding Transactions." The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 45 CFR Part 620, entitled *"Covered Transactions,"* includes a term or condition requiring compliance with Subpart C. The recipient also is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction. The recipient acknowledges that failing to disclose the information required under 45 CFR § 620.335 may result in the termination of the award, or pursuance of other available remedies, including suspension and debarment. Recipients may access the Excluded Parties List System at <http://epls.arnet.gov>.

I.2.9. CA-FATC, Article 48, Sense of the Congress on the Use of Funds

Recent Acts making appropriations to NSF provide "It is the sense of the Congress, that, to the greatest extent practical, all equipment and products purchased with funds made available in this Act should be American-made" and require the Foundation to notify awardees of that statement."

I.2.10. CA-FATC, Article 49, Increasing Seat Belt Use in the United States

In accordance with Executive Order 13043, *Increasing Seat Belt Use in the United States*, dated April 16, 1997, "grantees are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles."

I.3. Other Clauses

I.3.1. Order of Precedence

Oregon State University Standard Terms and Conditions for Services and Goods located at <http://pacs.oregonstate.edu/terms-and-conditions> shall become part of any contract and/or PO issued as a result of this RFP. In case of conflicts between terms and conditions, the following priority shall prevail:

1. Terms and Conditions of the RFP and any Addenda
2. OSU Standard Terms and Conditions for Services and Goods.

I.3.2. Price Reduction for Defective Cost or Pricing Data

If any price, including profit or fee, negotiated in connection with this Contract was increased by any significant amount because the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, the price shall be reduced accordingly and the Contract shall be modified to reflect the reduction.

The parties agree that none of the following shall constitute a valid defense to a price adjustment required by the foregoing paragraph:

- a. that the Contractor was in such a superior bargaining position that the defective data did not affect the price negotiated.
- b. that OSU should have on its own discovered the defect in data.
- c. that the Contract was based upon total pricing for the goods, and that therefore defects in individual cost categories would not have affected the total unit prices.

If any reduction in the Contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reducing the price, the Contractor shall be liable to and shall refund to OSU the amount of such overpayment(s) within twenty days of Contract modification, with simple interest from the date(s) of overpayment(s) at 5% per annum. If the Contractor knowingly submitted data that were incomplete, inaccurate or not current, then Contractor shall pay to OSU an amount equal to twice the overpayment(s).

I.3.3. Responsibility for Supplies

- a. Title to supplies furnished under this Contract shall pass to OSU upon formal acceptance,

- regardless of when or where OSU takes physical possession.
- b. Risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to OSU upon, acceptance by OSU or delivery of the supplies to OSU at the destination specified in the DO, whichever is later, since transportation is f.o.b. destination.
 - c. Paragraph (b) of this clause shall not apply to supplies that so fail to conform to Contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) of this clause shall apply.
 - d. Under paragraph (b) of this clause, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of OSU acting within the scope of their employment.

I.3.4. Termination

Termination for Convenience

- a. OSU may at any time terminate performance of work under this Contract in whole or, from time to time, in part. OSU CO shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.
- b. After receipt of a Notice of Termination, and except as directed by the OSU CO, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
 1. Stop work as specified in the notice.
 2. Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
 3. Terminate all subcontracts to the extent they relate to the work terminated.
 4. Assign to OSU, as directed by OSU CO, all right, title, and interest of the Contractor under the subcontracts terminated, in which case OSU shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
 5. With approval or ratification to the extent required by the CO, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

Termination for Default

- a. OSU may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to—
 - i. Deliver the supplies or to perform the services within the time specified in this Contract or any extension;
 - ii. Make progress, so as to endanger performance of this Contract (but see paragraph a.2 of this clause); or
 - iii. Perform any of the other provisions of this Contract (but see paragraph a.2 of this clause).
- b. Ocean Leadership's right to terminate this Contract under subdivisions a.1 (ii) and a.1(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the OSU CO) after receipt of the written notice from the OSU CO specifying the failure.
- c. If OSU terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the OSU CO considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to OSU for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- d. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the

public enemy, (2) acts of OSU in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

- e. If the failure to perform is caused by the default of a Subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- f. If this Contract is terminated for default, OSU may require the Contractor to transfer title and deliver to the Government, as directed by the CO, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (collectively referred to as “manufacturing materials” in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the OSU CO, the Contractor shall also protect and preserve property in its possession in which OSU has an interest.
- g. OSU shall pay Contract price for completed supplies delivered and accepted. The Contractor and CO of OSU shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. OSU may withhold from these amounts any sum the CO determines to be necessary to protect OSU and/or OSU against loss because of outstanding liens or claims of former lien holders.
- h. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Ocean Leadership.
- i. The rights and remedies of OSU and/or OSU in this clause are in addition to any other rights and remedies provided by law or under this Contract.

I.3.5. Stop Work Order

- a. The OSU CO may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the OSU CO shall either—
 - 1. Cancel the stop-work order; or
 - 2. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience, clause of this Contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The OSU CO shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be modified, in writing, accordingly, if—
 - 1. The stop-work order results in an increase in the time required for, or in the Contractor’s cost properly allocable to, the performance of any part of this Contract; and
 - 2. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the OSU CO decides the facts justify the action, the OSU CO may receive and act upon the claim submitted at any time before final payment under this Contract.

- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of OSU, the OSU CO shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the OSU CO shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

I.3.6. Risk of Loss

Unless the Contract specifically provides otherwise, risk of loss or damage to the supplies provided under this Contract shall remain with the Contractor until, and shall pass to OSU upon delivery of the supplies to OSU at the destination specified in the Contract.

I.3.7. Title

Unless specified elsewhere in this Contract, title to items furnished under this Contract shall pass to OSU upon acceptance, regardless of when or where OSU takes physical possession.

I.3.8. Other Compliances

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this Contract.

Compliance with laws unique to Government contracts: The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), **et seq.**, Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

I.3.9. Central Contractor Registration (CCR)

- a. Unless exempted by an addendum to this Contract, the Contractor is responsible during performance and through final payment of any Contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from Ocean Leadership's and/or OSU's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this Contract and is not a substitute for a properly executed contractual document.

I.3.10. Convict Labor.

- a. Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.
- b. The Contractor is not prohibited from employing persons—
 - 1. On parole or probation to work at paid employment during the term of their sentence;
 - 2. Who have been pardoned or who have served their terms; or
 - 3. Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if—
 - i. The worker is paid or is in an approved work training program on a voluntary basis;
 - ii. Representatives of local union central bodies or similar labor union organizations

- have been consulted;
- iii. Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;
- iv. The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- v. The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

I.3.11. Duty-Free Entry.

- a. Definition. "Customs territory of the United States" means the States, the District of Columbia, and Puerto Rico.
- b. Except as otherwise approved by the OSU CO, the Contractor shall not include in the contract price any amount for duties on supplies specifically identified in the Schedule to be accorded duty-free entry.
- c. Except as provided in paragraph (d) of this clause or elsewhere in this contract, the following procedures apply to supplies not identified in the Schedule to be accorded duty-free entry:
 - 1. The Contractor shall notify the OSU Contracting Officer in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of \$15,000 that are to be imported into the customs territory of the United States for delivery to OSU under this contract, either as end products or for incorporation into end products. The Contractor shall furnish the notice to the OSU Contracting Officer at least 20 calendar days before the importation. The notice shall identify the—
 - i. Foreign supplies;
 - ii. Estimated amount of duty; and
 - iii. Country of origin.
 - 2. The OSU Contracting Officer will determine whether any of these supplies should be accorded duty-free entry and will notify the Contractor within 10 calendar days after receipt of the Contractor's notification.
 - 3. Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.
- d. The Contractor is not required to provide the notification under paragraph (c) of this clause for purchases of foreign supplies if—
 - 1. The supplies are identical in nature to items purchased by the Contractor or any subcontractor in connection with its commercial business; and,
 - 2. Segregation of these supplies to ensure use only on OSU contracts containing duty-free entry provisions is not economical or feasible.
- e. The Contractor shall claim duty-free entry only for supplies to be delivered to OSU under this contract, either as end products or incorporated into end products, and shall pay duty on supplies, or any portion of them, other than scrap, salvage, or competitive sale authorized by the Contracting Officer, diverted to non-OSU use.
- f. OSU will execute any required duty-free entry certificates for supplies to be accorded duty-free entry and will assist the Contractor in obtaining duty-free entry for these supplies.
- g. Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to the contracting agency in care of the Contractor and shall include the—
 - 1. Delivery address of the Contractor (or contracting agency, if appropriate);
 - 2. OSU/NSF prime contract number;

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

3. Identification of carrier;
 4. Notation “UNITED STATES GOVERNMENT, (contracting agency) OSU/NSF Duty-free entry to be claimed pursuant to Item No(s) _____ [from Tariff Schedules] _____, Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR Part 142 and notify [cognizant contract administration office] for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.”;
 5. Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and,
 6. Estimated value in United States dollars.
- h. The Contractor shall instruct the foreign supplier to—
1. Consign the shipment as specified in paragraph (g) of this clause;
 2. Mark all packages with the words “UNITED STATES GOVERNMENT” and the title of the contracting agency; and,
 3. Include with the shipment at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.
- i. The Contractor shall provide written notice to the cognizant contract administration office immediately after notification by the Contracting Officer that duty-free entry will be accorded foreign supplies or, for duty-free supplies identified in the Schedule, upon award by the Contractor to the overseas supplier. The notice shall identify the—
1. Foreign supplies;
 2. Country of origin;
 3. Contract number; and
 4. Scheduled delivery date(s).
- j. The Contractor shall include the substance of this clause in any subcontract if—
1. Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or
 2. Other foreign supplies in excess of \$15,000 may be imported into the customs territory of the United States.

I.3.12. Authorization and Consent

- a. OSU authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent—
 1. Embodied in the structure or composition of any article the delivery of which is accepted by OSU under this contract; or,
 2. Used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the CO directing the manner of performance. the entire liability to OSU for infringement of a United States patent shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and OSU assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.
- b. The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are expected to exceed the simplified acquisition threshold. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

I.3.13. Hazardous Material Identification and Material Safety Data

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

- a. "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- b. The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None") Identification No.

- c. This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- d. The apparently successful Offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful Offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful Offeror being considered nonresponsible and ineligible for award.
- e. If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the CO and resubmit the data.
- f. Neither the requirements of this clause nor any act or failure to act by OSU shall relieve the Contractor of any responsibility or liability for the safety of OSU, Contractor, or subcontractor personnel or property.
- g. Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- h. OSU's rights in data furnished under this contract with respect to hazardous material are as follows:
 - 1. To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—
 - i. Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - ii. Obtain medical treatment for those affected by the material; and
 - iii. Have others use, duplicate, and disclose the data for OSU for these purposes.
 - 2. To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - 3. The Government is not precluded from using similar or identical data acquired from other sources.
- i. Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No.313, for all hazardous materials identified in paragraph (b) of this clause.
 - (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt

of shipments by consignees, if authorized in writing by the OSU CO.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

I.3.14. Toxic Chemical Release Reporting

- a. Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313 (a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) ([42 U.S.C. 11023\(a\)](#)) and (g), and section 6607 of the Pollution Prevention Act of 1990 (PPA) ([42 U.S.C. 13106](#)). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.
- b. A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if—
 1. The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
 2. The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, [42 U.S.C. 11023\(b\)\(1\)\(A\)](#);
 3. The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, [42 U.S.C. 11023\(f\)](#) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
 4. The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
 - i. Major group code 10 (except 1011, 1081, and 1094.
 - ii. Major group code 12 (except 1241).
 - iii. Major group codes 20 through 39.
 - iv. Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - v. Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C ([42 U.S.C. 6921](#), et seq.)), or [5169](#), or [5171](#), or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or,
 - vi. The facility is not located in the United States or its outlying areas.
- c. If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt—
 1. The Contractor shall notify the OSU CO; and
 2. The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall—
- d. Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and,
- e. Continue to file the annual Form R for the life of the contract for such facility.
- f. The OSU CO may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.
- g. Except for acquisitions of commercial off-the-shelf items, the Contractor shall—
 1. For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as this provision and
 2. Include in any resultant subcontract exceeding \$100,000 (including all options), the substance

of this clause, except this paragraph (e).

I.3.15. Bankruptcy

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the OSU Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of OSU contract numbers against which final payment has not been made. This obligation remains in effect until final payment under this contract.

I.3.16. Notification of Ownership Changes.

- a. The Contractor shall make the following notifications in writing:
 1. When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify OSU within 30 days.
 2. The Contractor shall also notify OSU within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- b. The Contractor shall—
 1. Maintain current, accurate, and complete inventory records of assets and their costs;
 2. Provide OSU or designated representative ready access to the records upon request;
 3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- c. The Contractor shall include the substance of this clause in all subcontracts under this contract that will require certified cost or pricing data.

(End of Section I)

Section J. Attachments

The following document(s), exhibit(s), and attachment(s) are hereby incorporated by reference into this solicitation and any resultant contract:

- Attachment #1 - Coastal Surface Piercing Profiler Specification 3310-00004 (specification development and first article construction and testing) Uncabled configuration P/N 3310-00004-00001 and Cabled configuration P/N 3310-00004-00002, REV 3-01 dated 19 January 2012.
- Attachment #2 - Interface Control Document: all interfaces included in Attachment #1- will be added after award upon mutual agreement between OSU and the Contractor.
- Attachment #3 - Coastal Surface Piercing Profiler Test Verification Matrix *[This attachment will be added to the Coastal Surface Piercing Profiler Specification 3310-00004 (Attachment #1) after award upon mutual agreement between OSU and the Contractor.]*
- Attachment #4 – Reserved
- Attachment #5 – Reserved
- Attachment #6 – Proposal Conformance Checklist
- Attachment #7 – Cost Summary *[This attachment will be provided by successful Offeror and added after award.]*
- Attachment #8 –Reserved
- Attachment #9 – Compliance Matrix for Coastal Surface Piercing Profiler *[This attachment is Enclosure 1 to Section L of the RFP and will be completed by the successful Offeror and added after award.]*
- Attachment #10 – Proposed Instrument Specification (Any alternative sensors that meet specifications negotiated prior to award). Specifications include:
 - 1331-00001, Version 2-01, 2011-10-03, Conductivity Temperature Depth (CTD)
 - 1331-00002 , Version 2-09, 2011-03-04, Dissolved Oxygen (DO2)
 - 1331-00003, Version 2-03, 2011-10-03, Multiple Wavelength Fluorometer/Backscatter
 - 1331-00014, Dissolved Nitrate (NUTNR)
 - 1331-00005, Version 2-01, 2011-10-03, Photosynthetically Active Radiation (PAR)
 - 1331-00006, Version 1-01, 2011-06-09, Spectral Irradiance
 - 1331-00007, Version 1-01, 2011- 06-09, Optical Attenuation and Absorption
 - 1331-00008, Version 1-06, 2011-06-28, 3-D SinglePoint Current Meter
 - 1331-00012, Version 1-00, 2010-11-16, Partial Pressureof Carbon Dioxide (pCO₂)
- Attachment #11 – 3204-00007 Site Characterization White Paper, Pioneer
- Attachment #12 – 3205-00007 Site Characterization White Paper, Endurance

(End of Section J)

Section K. Representations, Certifications and Other Statements of Offerors

K.1. Offeror Representations and Certifications

The Offeror certifies that (i) all Representations and Certifications contained in the solicitation and offer are complete, current, and accurate as required, (ii) the Offeror is aware that any contract/PO issued as a result of this RFP shall be considered to have incorporated the applicable Representations and Certifications by reference.

K.2. Taxpayer Identification

(a) Definitions:

“*Common parent*,” as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

“*Taxpayer Identification Number (TIN)*,” as used in this provision, means the number required by the IRS to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors are required to submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, and 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to reporting requirements described in FAR 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror’s relationship with the Government (31 U.S.C. 7701(c) (3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror’s TIN.

(d) Taxpayer Identification Number (TIN)

- TIN: _____.
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.
- Offeror is an agency or instrumentality of a foreign government.
- Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization

- Sole proprietorship
- Partnership
- Corporate Entity (not tax-exempt)
- Corporate Entity (tax-exempt)

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

- Government Entity (Federal, State or local)
- Foreign Government
- International Organization per 26 CFR 1.6049-4
- Other

f) Common Parent

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name and TIN of common parent:
Name: _____
TIN: _____

K.3. Certification Regarding Debarment, and Other Responsibility Matters

(a)1. The Offeror certifies, to the best of its knowledge and belief, that:

(i) The Offeror and/or any of its Principals –

(A) Are , Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the Subaward of contracts by any Federal agency.

(B) Have Have not , within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or Subaward; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are , Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has , has not , within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

2. “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract Subaward, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

in withholding of a Subaward under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making Subaward. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.4. Drug-Free Workplace Certification

The Contractor certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about—
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Contractor's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs, and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;
- (e) Notifying Ocean Leadership within ten days after receiving notice under subparagraph (d.2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d.2), with respect to any employee who is so convicted—
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or,
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (f) and (g).

K.5. Certification Regarding Lobbying Instructions on Certification Regarding Lobbying

This certification is required for an award of a Federal contract, grant or cooperative agreement exceeding \$100,000 and for an award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

K.6. Certification Regarding Conflict of Interest Policies

The Offeror hereby certifies that the Contractor has implemented and is enforcing a written policy on conflicts of interest, consistent with the provisions of Award Administration Guide (AAG) Chapter IV.A; that, to the best of his/her knowledge, all financial disclosures required by the conflict of interest policy were made; and that conflicts of interest, if any, were, or prior to the institution's expenditure of any funds under the award, will be, satisfactorily managed, reduced, or eliminated in accordance with the institution's conflict of interest policy. Conflicts that cannot be satisfactorily managed, reduced, or eliminated must be disclosed to OSU. The Award Administration Guide can be found at:

http://www.nsf.gov/pubs/policydocs/pappguide/nsf10_1/aagprint.pdf

K.7. Certification Regarding Nondiscrimination

By submitting this proposal, the Authorized Organization Representative (AOR) is providing the Certification Regarding Nondiscrimination contained in Exhibit II-6 of the Grant Proposal Guide. The Grant Proposal Guide can be found at:

http://www.nsf.gov/pubs/policydocs/pappguide/nsf10_1/gpgprint.pdf

K.8. Certification Regarding Flood Hazard Insurance

Intentionally left blank

K.9. Certification for Authorization for Organizational Representation or Individual Proposer

By submitting this proposal and signing below, the AOR is hereby: 1) certifying that statements made herein are true and complete to the best of his/her knowledge; and (2) agreeing to accept the obligation to comply with applicable NSF award terms and conditions if an award is made as a result of this proposal. Further the Offeror is hereby providing certifications regarding debarment and suspension, drug-free workplace, lobbying activities, and nondiscrimination as set forth in the NSF Proposal and Award Policies & Procedures Guide, Part I: The Grant Proposal Guide (GPG) (NSF 10-1). Willful provision of false information in this proposal and its supporting documents or in reports required under an ensuing award is a criminal offense (U.S. Code, Title 18, Par. 1001).

Signature of AOR

Name of AOR and Date

K.10. Certification Regarding Organizational Conflict of Interest

The purpose of this form is to grant Offerors an opportunity to disclose any actual or potential organizational conflicts of interest. A disclosed Conflict of Interest will not automatically result in the Offeror being removed from consideration. Mark the appropriate boxes that pertain to you and your organization for this RFP as well as providing any needed explanations.

- (a) Conflicts of Interest: A conflict of interest occurs when someone in a position of trust has competing professional or personal interests and these competing interests make it difficult to fulfill their professional duties impartially. A conflict of interest exists even if no unethical or improper act results from it. Conflicts of interest may be actual or perceived. An actual conflict of interest occurs when a decision or action would be compromised without taking immediate appropriate action to eliminate the conflict. A perceived conflict of interest is any situation in which a reasonable person would conclude that conflicting duties or loyalties exist.
- (b) Organizational Conflicts Of Interest: An organizational conflict of interest occurs when: a contractor is unable or potentially unable to provide impartial contract performance due to competing duties or loyalties; a contractor's objectivity in carrying out the contract is or might be otherwise impaired due to competing duties or loyalties; or a contractor has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors/Offerors.

All Offerors must provide a list of all relationships with OSUs that create, or may appear to create, a conflict of interest with the work that is contemplated in this RFP. The list shall indicate the relationship and a description of the conflict.

I certify that I have read and understand the description of organizational conflict of interest above and (check one of the following two boxes):

- Based on the criteria and description above, I do not have any conflicts of interest.
- Based on the criteria and description above, I have an actual or potential conflict of interest, or the appearance of a conflict of interest, which I am listing immediately below.

Name/Relationship and/or Description of the Conflict of Interest (attach additional pages if needed):

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

(c) Certification: The Offeror warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. The Offeror agrees that if after award a conflict of interest is discovered, an immediate and full disclosure in writing shall be made to the Contracting Officer. The disclosure shall include a description of the action which the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist the award may be canceled at the discretion of the Contracting Officer. In the event the Offeror was aware of an organizational conflict of interest prior to the award and did not disclose the conflict, the Contracting Officer may terminate the award for default.

Printed Name

Offeror's Authorized Representative Title

Signature

Date

(End of Section K)

Section L. Instructions for Proposal

L.1. General Instructions

L.1.1. General Proposal Instructions

- a. Offerors should examine the entire solicitation. Failure to do so shall be at Offeror's own risk. Proposals should be submitted per instructions as detailed in this section.
- b. Offeror's Proposals should contain Technical, Management, Past Performance, and Cost/Price volumes as described below. In the event the Offeror's Proposals are considered to be unreasonable, OSU reserves the right to ask for further information or to not award this contract.
- c. The Technical, Management, Past Performance and Cost/Price volumes should be based on the requirements contained in this RFP (including those documents, exhibits, and other attachments to the RFP identified in Section J). The Offeror should submit all information required by this RFP.
- d. Documents, exhibits, and other attachments that form a part of this RFP and which become part of any resultant contract are identified in Section J. Documents and attachments, which form a part of this RFP but will not become a part of any resultant contract, should not be submitted with the Offeror's proposal. Those documents and attachments to be excluded from the proposal are:
Section L – Instructions, Conditions, and Notices to Offerors
Section M – Evaluation and Award Factors
- e. Offerors should comply with specific information submission requirements found in Section L and Section M. Failure of the Offeror to comply with all aspects of solicitation requirements located within the "Cost" section may render the proposal non-responsive and the Offeror may be removed from competition.
- f. Evaluation Categories are explained in Section M, including the Cost/Price and Technical volumes sections. The Cost/Price volume is comprised of six (6) factors: CLINs 0001 through 0004, plus the NTE prices of CLINs 0005-0006. The Technical volume is comprised of six (6) factors: A) Technical Approach, B) Producibility Plan, C) Schedule, D) Maintenance and Refurbishment, E) Test/Quality Assurance System and, F) Ancillary Items.
 1. If needed, an additional Discussion/Final Proposal Revision will be requested of some Offerors.
- g. Offerors are expected to reach a reasonable understanding of the requirements of this RFP by careful study (particularly Section C—Descriptions/Specifications and Section J—List of Documents, Exhibits, and Other Attachments) and by the application of qualified knowledge and experience. If such a review establishes the need for correction or clarification, such information should immediately be brought to the attention of the OSU POC so that the matter can be resolved and so that, if necessary, official dissemination of such information can be made to all Offerors.
- h. Proposal Structure
 1. Section Numbering. Section numbering should coincide with the numbering system of this document.
 2. The Offeror should structure the proposal such that information provided for each section is as comprehensive as possible. The information provided for each section should be sufficiently self-contained to minimize the need to refer to other proposal sections for evaluation purposes. If cross-references are needed, page and paragraph numbers should be included.
 3. The solicitation provides information upon which the Technical section should be based.
 4. Section M of this solicitation outlines evaluation factors for award and their relative importance.

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

- i. General Requirements
 - 1. Four volumes: Volume I (Technical), Volume II (Management), Volume III (Past Performance), and Volume IV (Cost/Price) are required. During the course of evaluating the Cost and Technical sections, OSU will compare data within each Offeror's Cost and Technical sections to verify consistency. Any inconsistencies may be viewed as weaknesses in the proposal. Timeliness of receipt of proposals will be determined based on the time of receipt at the OSU location.
 - 2. To ensure that each Offeror's proposal is uniformly formatted, the following guidelines apply for the preparation of proposals. The proposals should be presented in two files: Volumes I-III (Un-costed) - Technical, Management, and Past Performance; and, Volume IV – Cost. Additionally include in each file, attachments (numbered) and spreadsheets or exhibits as required. Both files should be formatted in Microsoft Word, Excel and/or other Microsoft Office Professional products. If .pdf files are required, margins may not exceed 1.5 inches.
 - 3. The pages should be typewritten or printed, single-spaced, single-sided with no reductions, on standard 8-1/2" x 11" paper. The proposals should be prepared using Arial type font and be no smaller than 12-point. Margins should be a minimum of one-inch top, bottom and both sides.
 - 4. Offerors are cautioned that, in accordance with the FAR clause "Instruction to Offerors-Competitive Acquisitions" (Jan 2004) (FAR 52.215-1), OSU intends to award a contract on the basis of initial proposals received, without discussions; therefore, each proposal shall contain the Offeror's best terms from a cost and technical standpoint.
- j. Solicitation Responsiveness. Offerors are advised to submit proposals that are complete and clear in all respects without the need for additional explanation or information. Offerors are cautioned against the use of general, vague, or unsubstantiated statements, which prevent concise proposal evaluations. Each factor will be evaluated on how well the response meets the requirements of the solicitation. The response that completely addresses all of the solicitation requirements may be judged superior to the response that minimally addresses solicitation requirements under evaluation factors.

L.2. Proposal Submission Requirements

L.2.1. General Proposal Organization

The Offeror should prepare its proposal as set forth in the following paragraphs. To be considered compliant and eligible for award, the proposal should, at a minimum, include the information identified in these Instructions for Proposal and comply with the cited page limitations for each section. Non-conformance with the specified organization, content, and page limitations may result in the rejection of the proposal as non-responsive. Page limitations should be treated as maximums. If exceeded, the excess pages may not be read or considered in the evaluation of the proposal.

Offerors' proposals should contain the following four volumes:

Volume 1	Technical	20 page maximum limit
Volume 2	Management	10 Page limit maximum
Volume 3	Past Performance	5 Page limit maximum
Volume 4	Cost/Price	No page limit

In the event the Offeror's Proposals are considered to be inadequate or non-responsive, OSU reserves the right to ask for further information or not to award this contract.

L.2.2. Proposal Copies

Hard copies and CD ROM/DVD of the proposal volumes shall be submitted to OSU's designated POC

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

(as listed in Section A-1). In the event of any discrepancy between the CD and hard copy, the signed hard copy shall take precedence. Un-costed hard copy Volumes I-III (Technical, Management and Past Performance) can be bound together, and Volume IV Cost/Price, bound separately. For the CD copies, each file shall be contained on a separate CD ROM/DVD labeled with the Offeror name, Volume numbers, and title (consistent with Section L-1.1, i.2).

Offerors shall submit:

<u>Volume</u>	<u>Title</u>	<u>No. of</u> <u>“Paper Originals”</u>	<u>No. of</u> <u>“Paper Copies”</u>	<u>No. of</u> <u>“CDs”</u>
I	Technical	}	1	9
II	Management			
III	Past Performance			
IV	Cost/Price	1	6	6

Note: The CDs should be scanned and free from computer viruses.

Submission shall be made to:

ATTN: James Figgins
 Contracting Officer/Purchasing Analyst
 Oregon State University
 644 SW 13th Street
 Corvallis, Oregon 97333

1. It is the Offeror’s responsibility to ensure adequate time has been allowed to submit the proposal by the due date and time indicated. The outside of the package shall clearly indicate the Offeror’s name, solicitation identification and contents of package.
2. Originals may be shipped in the same boxes as the copies to eliminate excess shipping costs. However, originals should be separately wrapped inside the container, and clearly labeled “ORIGINAL TECHNICAL VOLUME” or “ORIGINAL COST VOLUME” or “COST SUPPORTING DATA” The exterior of each box SHOULD clearly indicate its contents.
 - a) All proposals (originals and copies) should be prepared on 8-1/2" x 11" paper and placed into three-ring binders.

NOTE: Timeliness of receipt of proposals will be determined based on the time of receipt at the OSU location (See Section A-1 and FAR 52.215-1).

- b) Cover pages on each proposal should clearly identify the volume. Proposal cover pages, table-of-contents, fold-outs such as design drawings, circuit diagrams, and flow-process charts, resumes, labor category descriptions and acronym list are excluded from the proposal page count limits stated in Section L-2. 1. Company marketing materials and profiles are not needed and will not be evaluated.

Offerors shall provide a proposal no later than 4:00 PM PDT, October 12, 2012. Proposals must be submitted in a sealed envelope/package and be delivered to POC listed above no later than the Proposal Due Date and Time. Proposer must specify on the outside of the envelope the Request for Proposal number, the Request for Proposal title and the Proposal Due Date and Time. E-MAIL OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED. The Offeror should complete the Proposal Conformance Checklist included as Section J, Attachment #6 to this RFP and submit it together with the proposal.

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

Prior to submittal, Proposers should initial modifications or erasures in ink by the person signing the Proposal. After submittal but prior to the proposal due date and time, 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 proposal due date and time, proposers may not modify their proposal.

L.3. Clauses Incorporated by Reference

FAR SOURCE Title, Text and Date

52.204-6	Data Universal Numbering System (DUNS) Number (Apr 2008)
52.211-2	Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST) (Jan 2006)
52.215-1	Instructions to Offerors--Competitive Acquisition (Jan 2004)
52.215-2	Audit and Records--Negotiation (Oct 2010)
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Oct 2010)
52.216-1	Type Of Contract (Apr 1984)
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country (Jan 2009)
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government (Jun 2010)

L.4. Clauses Incorporated by Full Text

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that should be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.5. Subcontract Information

Offerors shall provide all necessary information for the contemplated purchase, when requesting proposals from prospective Sub-Contractors. OSU will not advise or consult with prospective Sub-Contractors as to the requirements of their transactions with Offerors, nor will respond to direct inquiries from prospective Sub-Contractors concerning clarifications of specification or solicitation requirements. ALL SUCH REQUESTS FOR CLARIFICATION MUST BE SUBMITTED TO OSU THROUGH THE PRIME CONTRACTOR (OFFEROR).

In addition to the above, each significant Sub-Contractor and/or team member should provide a cost/price proposal for its portion of the proposal. Cost/price proposals should provide the estimating rationale required by the cost/price proposal requirements provision. Significant Sub-Contractor and/or team member cost/price proposals should also include supporting data breakdowns.

A significant Sub-Contractor is defined as one providing effort consisting of five percent (5%) of total direct dollars, and/or ten percent (10%) of total man-hours.

The significant Sub-Contractor and/or team member cost/price proposals referenced in the preceding paragraph should be included in the Offeror's required submission OSU, as described in the heading—Section A, RFP General Information.

If the Prime Contractor's estimate is different from the submitted Sub-Contractors' estimate for the same effort, the Prime Contractor must clearly justify this difference.

L.6. Owner Furnished Property (OFP)

None.

L.7. Organizational Conflict of Interest (OCI) Certification

The Offeror shall comply with the Conflict of Interest Certification requirements identified in Section K-6 and provide (if necessary) a Conflict of Interest Avoidance or Mitigation Plan.

L.8. Offeror Points of Contact

The Offeror shall indicate their responsible/authorized POC in the beginning of each proposal volume. The POC should be authorized to hold discussions and negotiations with OSU and shall have full authority to bind the Offeror to a contract. The Offeror shall also provide a POC who will be responsible for reviewing any applicable performance evaluation reports rendered by OSI. POC information required includes: First name, last name, title, e-mail address, phone number, and Fax number.

L.9. Proposal Content

L.9.1. Non-Cost/Price Proposal Content (Technical Volume)

The Offeror's non-cost/price proposal volumes (I-Technical, II Management, III-Past Performance) should clearly state and reflect how the Offeror proposes to comply with the performance and requirements identified in the Coastal Surface Piercing Profiler Specification 3310-00004 (Attachment 1) and the Statement of Work, Section C. The proposal volumes, including any supporting documentation,

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

should be clear, concise and focused on responding to the requirements. None of the non-cost/price proposals shall include or identify any of the proposed prices; however, they shall contain resource information (such as staffing levels) as called for by the instructions set forth in this RFP. The overall level of effort and support proposed should be consistent with the stated contract solution in the proposal. The proposal should fully document and substantiate a cross mapping of the cost approach as it relates to the non-cost/price volume.

Volume I – Technical

A Technical section is required from each Offeror and will be evaluated as specified in Section M. The Offeror shall include in this volume discussion in sufficient detail to allow assessment of its ability to accomplish the solicitation requirements, including the baseline and options.

The Offerors should provide information organized in the following parts:

Total Page limit - 20

a) Cover letter: Page limit – 1

b) Table of Contents: Page limit – 1

c) Technical Sections: Page limit – Not to exceed 20 pages for Volume I

A. Technical Approach

B. Producibility Plan

C. Schedule

D. Maintenance and Refurbishment

E. Test/Quality Assurance System

F. Ancillary Items

d) If necessary, further Discussions and/or a request for a Final Proposal Revision may be requested.

OSU reserves the right to request such additional information regarding capabilities as may be necessary to determine the Offeror's qualifications for award of a contract or to clarify any aspect of the proposal.

Offerors should note that if awarded a contract based upon this solicitation, the Offeror's Technical Volume or portion thereof, may be incorporated into the contract by reference.

Release of Technical Information: All technical information submitted pursuant to this clause is for the exclusive use of OSU representatives, the Endurance Array (EA) Implementing Organization (IO), Source Selection Committee, Ocean Leadership, and appropriate NSF personnel. Technical information will be treated as business confidential and will not be publicly disclosed, provided that, where a request for disclosure of such technical information is submitted to OSU pursuant to the Freedom of Information Act (5 U.S.C. 552a), OSU will not disclose the Offeror's technical information if public disclosure of information would substantially harm the Offeror in its competitive position. In the order to help ensure non-disclosure, the title page of the technical proposal and other sheets of proposal data should be marked "TECHNICAL INFORMATION – NOT TO BE PUBLICLY DISCLOSED".

The technical proposal should be enclosed in a sealed envelope also marked "TECHNICAL INFORMATION – NOT TO BE PUBLICLY DISCLOSED".

CAUTION: Technical (Volume I) should contain brief statements of fact rather than wordy, generalized narratives.

The Technical (Volume I) should consist of no more than 20 pages. Offerors are cautioned that no more than the first 20 pages of Technical section will be evaluated. Any portion of a Technical section which exceeds the 20 pages will not be evaluated and will be treated in the same manner as late proposals or modifications in accordance with the FAR clause (FAR 52.215-1) in Section L of the RFP entitled, "Instructions to Offerors-Competitive Acquisitions."

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

Each single sided piece of paper shall be counted as one page toward the 20-page limit except for the following items:

1. The first page of the Technical volume shall be a title page with only basic information, including: volume number and category name; the solicitation number; the name of the contract, Offeror's name; the full name and address designation of the OSU representative; and the Offeror's position regarding disclosure of proposal data. No pages will be evaluated which are placed before this page.
2. The next page shall be the table of contents for the Technical volume.
3. Any pages in the proposal used solely for the purpose for separating sections of the proposal.

The Technical volume (Volume I) should consist of six (6) parts: A. Technical Approach, B. Producibility Plan, C. Schedule, D. Maintenance and Refurbishment, E. Test/Quality Assurance System, and F. Ancillary Items. A separate Discussion/Final Proposal Revision section may be requested of Offerors based upon their offer. Each part should be appropriately marked and separated. The Technical volume should be separated from the Cost/Price Proposal and should not contain Cost information.

Items in the Technical volume and exceeding a 20-page total allowance may not be considered. Each single side piece of paper is a page. Items in excess of the 20-page allowance used for an exhibit will count as one page. Pages are restricted to standard 8-1/2" x 11" paper, (including items such as: facility layout, organizational charts, etc). Exhibits should not contain any text other than simple explanations pertinent to the exhibit.

A. Technical Approach

The proposal should demonstrate the Offeror's capabilities in the following:

1. Complete and include Enclosure 1 to Section L (details listed below in subsection G) listing capabilities of the end item clearly showing where non-recurring engineering work is needed, the current capability and technical approach, and a description of the approach to enhance the existing product to meeting the requirements.
2. Complete and include Enclosure 2 (details listed below in subsection G) listing the Make, Model, measurement type of the Instruments offered. A description of the effort required to integrate the exemplar sensors of Section J Attachment #9 should be provided.
3. Provide a Form and Fit description of the payload space, weight and power available for expansion after the complete sensor set as described herein has been installed. Provide an assessment of the capability to add sensors or increase the payload of the vehicle to meet future demands.
4. Both Uncabled and Cabled CSPP versions have a mooring, a bottom frame, or base. For both configurations, provide one or more mooring assembly and bottom frame or base examples showing methods for mounting and interfacing the unit. Describe how the performance of the profiler can be affected by factors which can be changed by the design of the mooring. Of special interest are sensitivities to inclination of the mooring line caused by currents, the limitations imposed by changing water density and/or compressibility of the profiler body, and the drag coefficient of the profiler to horizontal currents. Mooring assembly examples should state mechanical, electrical and logical requirements of the bottom frame or base to support and communicate with the CSPP.
5. For Uncabled CSPP configuration, provide method and supporting analysis data to describe the battery power system's ability to deliver the power required for the prescribed operational cycle of readings and communications throughout the prescribed operating period.

B. Producibility Plan

The Offeror will develop a Not to Exceed (NTE) Price Estimate for the production of 9 Uncabled CSPP, and 1 Cabled CSPP over a two year period. The CSPP shall be complete with the sensor suite installed and integrated. The Offerors will demonstrate their plan for producing these units within this estimate. This plan will include, but not be limited to, man hour estimates and material estimates. Risks associated with the plan and their mitigation strategies will be described.

C. Schedule

The Offeror should develop a Project schedule showing how the milestones of Section F will be accomplished.

D. Maintenance and Refurbishment

If the Offeror has performed maintenance and refurbishment for the vehicles, this section will discuss the Offeror's capabilities and experience. The capacity of the maintenance and refurbishment activity shall be characterized (x units/time). The estimated operational life and refurbishment cycles will be used to assess cost of ownership and life cycle cost.

E. Test/Quality Assurance System

The Offeror should describe their approach to testing during manufacturing and indicate whether tests are samples or 100%. The Offeror should also describe design verification testing approach as vehicle modifications are made.

Offerors should provide a statement indicating ISO-9001 standing.

The Offerors shall complete Enclosure 1 to Section L (will become Section J, Attachment #9 of the Contract) Compliance Matrix for Coastal Surface Piercing Profiler, and include in their proposal describing how they will verify that their system meets the requirements. A copy of the file will also be provided to adjust requirements for the respective system. The copies may be reformat of the tables (e.g., change row heights or column widths) while retaining the structure of the tables. A similar table Requirements Verification Compliance Matrix (RVCM), based upon Enclosure 1, will be provided at a later time and submitted as stated in CDRLs, to verify when and how the test requirements were met.

F. Ancillary Items

In this section the offerer should provide information about equipment available or recommended for use with the production units including 1) Mission Planning Tools, 2) Pre-Mission Diagnostics Tools, 3) Handling Tools and Equipment, 4) Launch and Recovery Equipment, 5) Special Test Equipment including pre-deployment test kit and 6) Training Capabilities. For each item listed, the Offeror should indicate whether the item is included in the cost of the CSPP or whether additional costs will be incurred.

1. The Mission Planning Tools description should include screenshots of the GUI and a list of user functions. The vendor should provide a mission planning tool to provide estimates of energy usage as a function of sensor payload and sampling interval.
2. The Pre-Mission Diagnostics Tools description should include a description of the user interface and a list of conditions diagnosed by the tool.
3. The Handling Tools and Equipment should include a list and functional description of deck or lab handling equipment.
4. The Launch and Recovery Equipment description should include the launch and recovery technical approach, specialized equipment related to launch and recovery, usability of equipment in various sea states, interfaces to ships.
5. The Special Test Equipment description should characterize external or built-in test interfaces, pre-deployment test equipment or other items that could be used to confirm operational status at

various points in operations or maintenance.

6. The Training Capabilities should be listed, including a list of readily available training courses and procedures.

G. Enclosure Guidelines

Enclosures 1 and 2 to Section L are not included in the Technical proposal page count limit. Enclosure 1 will become Section J, Attachment #9 of the Contract.

Spec I.D. (column 1) of Enclosure 1 refers to the specification identifiers in the Specifications listed in Attachment J. Enclosure 2 will become Section J, Attachment #10 of the Contract. Enclosure formats/examples are listed at the end of Section L -10.4.

Fill in the Parameter Value column by Instrument Type with the parameters of your proposed instrument. Please use the units specified in the Units column. Where available, cite specific references in the Substantiation column that substantiate the value listed. No substantiation needed where N/A is shown. (The same reference may be cited in multiple places.) Cited references may include:

- Independent research papers
- Independent test results
- Testing by the Offeror
- Engineering analysis by the Offeror

If no references are available, a statement by the Offeror may be provided in the proposal (e.g., “The communications board in the instrument supports RS-232 interfaces.”) Explain any instances in which the values entered are not compliant with the specifications in Enclosure 1.

Where possible, please include a copy of each cited reference as electronic attachment to your proposal. These attachments do not count against the proposal page limit. Where doing so presents copyright issues, it is appropriate to provide a publicly available location (document reference, Internet URL, etc.) where the cited reference may be found.

Make a copy of Enclosure 2 to Section L (will become Section J, Attachment #10 of the Contract), Proposed Instrument Make and Model and include it in your proposal. Fill in the Instrument Make and Model Number column for the instrument variation proposed.

H. Discussion/Final Proposal Revision (If applicable).

If discussions are applicable, all Offerors selected to participate in discussions should be advised of weaknesses in their proposal, and should be offered a reasonable opportunity to correct or resolve such weaknesses and to submit such technical and cost information, or other revisions to their proposal, that may result from such discussions. OSU reserves the right to enter into discussions if the only weakness is the affordability of the initial proposal.

The OSU Contracting Officer intends to make award without conducting discussions; however, at his/her discretion, the contracting representative may determine the competitive range and elect to conduct either verbal and/or written discussions. If the OSU Contracting Officer elects to conduct discussions, the representative reserves the right to conduct oral presentations of discussion question responses followed by a question-and-answer session. At such time, the OSU Contracting Officer will also provide the Offerors with information as to the format, length and rules which will govern the conduct of oral presentations of discussion question responses. The content of these presentations will be in response to questions the OSU Contracting Officer may submit to the Offeror during the discussion period. The purpose and goal of presentations of discussion question responses is to clarify and gain a better understanding of questions posted to the Offeror by OSU and the Offeror’s responses and will not

constitute part of the Offer. Written answers to discussion questions will become part of the proposal. When discussions are completed, the OSU Contracting Officer will close discussions and request the Final Revised Proposal (FRP).

Subsequent to the conclusion of discussions, if an FRP is requested, Offerors have the option of providing a completely new Technical volume, not to exceed 20-pages, or of providing substitute/additional pages to their updated Technical volume with the resulting page count of the Technical volume not to exceed 20 pages. After discussions Offerors may be asked to submit a revised version of Coastal Surface Piercing Profiler Specification 3310-00004 (Attachment #1) that represents a more affordable option for OSU. Issues not raised during discussions may be addressed in the FRP, but only information included in the FRP will be evaluated.

Volume II – Management

The Offeror should provide a Management Plan and Structure documenting how it will manage this project. The plan should address the lines of communication between the Offeror and OSU. This plan should address the corporate resources that the Offeror will be able to devote to this project. Additionally, as part of the management plan, the Offeror should address how it will manage logistics, quality control, configuration management, and risk management.

The Management Volume should consist of five (5) parts and be organized as follows:

A. Qualifications and Numbers of Personnel:

- a) Design Engineers,
- b) QA/QC Engineers,
- c) Test Engineers,
- d) Production Personnel,
- e) Support Personnel
- f) Software Engineers
- g) Hardware Engineers

B. Resumes of Key Personnel:

- a) Project Manager,
- b) Lead Engineer(s),
- c) Production Manager,
- d) Test Engineering Manager,
- e) Quality Assurance Manager
- f) Software Engineers
- g) Hardware Engineers

C. Cost Control:

- a) Methodology,
- b) Procedures,
- c) Cost control lessons learned from previous work.

D. Work Breakdown Structure:

- a) The Offeror should provide a draft Work Breakdown Structure (WBS) to at least the third level of detail showing how task management would be performed and tracked.

E. Training Plan

- b) The Offerors should provide its proposed training plan addressing lesson plans, trainee guides, visual aids, and computer-based training.

Volume III – Past Performance

The Offeror should describe past performance experience in accordance with the requirements below. If the Offeror has no past performance experience that satisfies the requirements below, the Offeror should include a statement to this effect.

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

The Offeror should submit Past Performance information on no more than three (3) contracts that the Offeror considers most relevant to demonstrate the ability to perform the proposed effort. The Offeror should identify three contracts under which it has delivered similar instruments within the past three years, or is presently delivering instruments, which are similar to the work called for by this solicitation. The Offeror should provide a description of each contract and its dollar value. The Offeror should provide the names and telephone numbers of the customer’s technical and contractual points-of-contact for each contract. In evaluating relevant experience, OSU may contact the references provided by the Offeror and other sources of information, including, but not limited to: Federal, state, and local government agencies, better business bureaus, published media, and electronic databases. OSU may consider experience information obtained from sources other than those identified by the Offeror. If the Offeror does not have three such contracts, it should provide the above information for as many contracts it has.

The Offeror should complete Table L-1 *Individual Effort Summary* for each reference provided

Table L.1. Past Performance Individual Effort Summary Table

Effort name	
Company and Address Performing the Effort	
Effort period of performance	From ___/___/___ to ___/___/___
Contract Number	
Customer name and address	
1. Contract name	Contract-1 name
Task or Order Number (if applicable)	
Contract Type	
Original Contract Value	
Current Contract Value	
Period of Performance	
Place of Performance	
Program Title, including a brief (100 words or less) description of work performed	
Points of contact telephone numbers (Government, or commercial POC and Contractor)	

The Offeror should provide descriptive text limited to two pages for each effort following each Past Performance Individual Effort Summary table. In this text, the Offeror should describe the relevance of each effort to the current acquisition as well as any problems encountered during these efforts and their resolution.

L.9.2. Cost/Price Proposal Content (Volume IV)

The Offeror should provide one original plus the required number of copies of its contract cost/price proposal, as specified in Section L-2.2 including any supporting information required. Timeliness of receipt of proposals will be determined based on the time of receipt at the OSU location.

The Offeror's Cost/Price Proposal should include the information required by this section and the information required by Section B.1 of this solicitation. The format presented in SECTION B – SUPPLIES OR SERVICES and PRICES/COSTS is used for internal accounting purposes. The format in SECTION B requires the Offeror to segregate proposed amounts for CLINs 0001-0006. Cost data should be documented in the supporting data breakdown sheets.

Release of Cost Information. All cost information submitted pursuant to this clause is for the exclusive use of OSU representatives, and will be treated as business confidential and will not be publicly disclosed, provided that, where a request for disclosure of such cost information is submitted to the Government pursuant to the Freedom of Information Act (5 U.S.C. 552a), OSU will not disclose Offeror's cost information if public disclosure of such information would substantially harm the Offeror in its competitive position. In order to help ensure non-disclosure, the title page of the cost/price proposal and other sheets of cost/price proposal data should be marked "COST INFORMATION – NOT TO BE PUBLICLY DISCLOSED". The cost/price proposal should be enclosed in a sealed envelope also marked cost information not to be publicly disclosed.

The Offeror is required to provide a Cost/Price Proposal, including required supporting information in accordance with Section L, which is responsive to solicitation requirements. The following issues should also be addressed, as necessary, in the Cost/Price Proposal:

Any inconsistency between this proposal and the Offeror's established estimating and accounting practices and procedures and FAR Part 31 – Contract Cost Principles and Procedures. Whether the Offeror is, or may be, in noncompliance with its Disclosure Statement; or whether any aspect of this proposal is inconsistent with the Offeror's disclosed practices.

Unrealistically low cost estimates, initially or subsequently, may be grounds for eliminating a proposal from competition either on the grounds that the Offeror does not understand the requirement or that he has made an improvident proposal. The burden of proof of cost credibility rests with the Offeror. If the OSU representative determines an Offeror's estimates to be inexplicably low, that Offeror may be eliminated from the competition without further discussion.

Failure to submit cost data in the format required by Section L, in particular, Cost Breakdown #1-A (CLIN 0001) through Cost Breakdown #6-A (CLIN 0006), may result in an Offeror's proposal being eliminated from this competition.

Financial Responsibility: The Offeror should provide proof of Financial Stability Bidder, that is, demonstrate how its company is financially stable and would be considered an "on-going concern". Offerors will provide documentation that clearly indicates that over the past two fiscal years, the Offeror has received a clean opinion from a certified public accounting firm that the Offeror is an "on-going" concern or provide sales forecasts, income statement and balance sheet information that would lead one to believe they are an "on-going" concern.

L.9.2.1. Overview/Estimating Methodology and System

- a) Each Offeror should fully explain the estimating rationale on which his proposal is based, including full supporting rationale for proposed prime and significant subcontractor (defined as those contractors providing effort consisting of five percent (5% or greater) of total direct dollars, AND/OR ten percent (10% or greater) of total man hours) labor and overhead rates. Full supporting rationale includes both numeric projections and written explanation.
- b) Each Offeror should provide current Forward Pricing Rate Agreement (FPRA) rates. If rates are under negotiation, provide status of negotiations. Identify if rates used in the proposal are current Defense Contract Audit Agency (DCAA) approved (year approved) or, if rates used are provisional, when they were submitted for DCAA review. Identify if any escalation factor was applied to previously approved DCAA rates. Offerors are to provide evidence that their accounting system is acceptable for award per DCAA (eg. DCMA correspondence).
- c) If the Offeror submits prime rates different from the most current FPRA, the Offeror should provide supporting back-up documentation, which fully supports the rate the Offeror is proposing. The back-up information should contain the actual data used to derive the proposed rate, such that an evaluator can clearly duplicate the proposed rate using the methodology and data used and provided by the Offeror. The Offeror SHOULD NOT merely provide an estimating rationale without providing the data and methodology used to derive the proposed rate. Failure of the Offeror to comply with all aspects of this section may render the proposal non-responsive and the Offeror may be removed from competition.
- d) The Offeror should provide directly, or indirectly, significant Subcontractor labor and overhead rate information and the types of subcontract vehicles proposed for effort contained in this solicitation. The Offeror may provide this information using one of the following methods:
 - i) Subcontractor labor and overhead rate information provided by the Subcontractor: Significant Subcontractors may provide labor and overhead rate information directly, or indirectly, to support efforts proposed by individual subcontractors. The rates proposed should be verifiable. The Significant Subcontractor should provide supporting back-up documentation, which fully supports the rate the Subcontractor is proposing. The back-up information should contain the actual data used to derive the proposed rate, such that an evaluator can clearly duplicate the proposed rate using the methodology and data used and provided by the Subcontractor. The Subcontractor SHOULD NOT merely provide an estimating rationale without providing the data and methodology used to derive the proposed rate. Failure of the Subcontractor to comply with all aspects of this section may render the proposal non-responsive and the Offeror may be removed from competition.
 - ii) Subcontractor rates derived by actual historical data held by the prime contractor: The Offeror may use historical information from Subcontractors they have previously used and have actual data from to derive proposed Subcontractor labor and overhead rate information. The Offeror should provide supporting back-up documentation, which fully supports the rate the Offeror is proposing for the specific Subcontractor(s). The back-up information should contain the actual historical data from the specific Subcontractor used to derive the proposed rate, such that an evaluator can clearly duplicate the proposed rate using the methodology and historical data used and provided by the Offeror. The Offeror SHOULD NOT merely provide an estimating rationale without providing the historical data and methodology used to derive the proposed Subcontractor rates. The Offeror SHOULD NOT propose rates for a specific Subcontractor, which was derived by the Offeror if the Offeror does not have actual data from the specific Subcontractor. Failure of the Offeror to comply with all aspects of this section may render the proposal non-responsive and the Offeror may be removed from competition.

- e) Historical labor, overhead, General & Administrative (G&A) and other proposed rates for the last four corporate fiscal years plus year-to-date actuals. For overhead accounts, provide historical base/expense pool data as well as rates.
- f) Projections for all rates and factors throughout the duration of this effort, including base/expense pool projections for all years. Business base projections should clearly indicate the basis for anticipated workload and what programs/contracts are included in business base.

L.9.2.2. Cost Assumptions

The Offeror should provide all relevant cost assumptions and information, which form the basis of its proposal. Cost assumptions and information include, but are not limited to, the use of overtime premiums, advanced procurement costs, long lead costs, termination costs, development/production schedule, and special tooling/test equipment. If the Offeror takes exception to any ground rules or assumptions stated in the solicitation, describe each exception or qualification and provide complete rationale.

L.9.3. Cost Plus Fixed Fee/NTE Price

The cost/price proposal should provide for CLINs 0001-0006 in Section B. Further details/supporting cost data should conform to L-10.4 below and address the following:

- a. Other Direct Costs (ODCs): The Offeror may propose ODCs by name.
- b. Pricing Sheet: The Offeror's proposal should include a completed pricing sheet in the attached format. The Offeror should ensure mathematical computations are correct. Errors in addition or multiplication may be considered nonresponsive.
 - 1. Offerors should propose on all contract line items, either by price or "NSP" (Not Separately Priced). A zero dollar figure in a proposal means the Offeror will provide the line item at no charge to OSU. A contract line item price left blank will be considered nonresponsive to this request and the proposal will not be considered for award.
 - 2. Offerors' proposals shall remain valid for **180 days** from the date of submission.
- c. Bill of Materials: Provide proposed materials in an item description/quantity/cost format that supports your proposed Prime and subcontract material amount.

L.9.4. Additional Supporting Cost data

- a) Cost Breakdown #1-A through Cost Breakdown #6-A, below should be provided for CLINs 0001 through 0006, respectively. In addition, for the CPFF CLINs 0001-0004, Offerors should provide a total CLIN Summary in Cost Breakdown #1 format (i.e., the total of all Cost Breakdown #1-A - #4-A CLIN sheets should equal the Total CLIN Summary in the Cost Breakdown #1 format). This should be provided as part of the Cost volume in hardcopy and in Microsoft EXCEL format (provide on required number of compact disks) (see Section L "Submission of Proposals"). EXCEL spreadsheets should clearly show cell formulas, which can be clearly traced. Offerors should not submit files with hidden formulas or files in Adobe Acrobat format in addition to the hard copies of the cost/price proposal.
- b) For each Cost Breakdown provided in Microsoft Excel format, the Offeror should establish clear identifiable links and calculations, such that OSU is able to replicate the estimates provided.

**OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler**

CLIN 0001 SUPPORTING COST DATA BREAKDOWN #1-A

COST SUMMARY

OFFEROR: _____

Cost Element	Hours	Rate* Amount
Prime Direct Labor (D/L by category of labor)		*(In dollars not percentage)
Overhead		
Subcontract Costs (List each Significant Subcontractor D/L)		
Prime Material		
Subcontract Material		
All Other Costs (By Name)		
Subtotal		
G&A		
Total Cost		
Fee		
Cost Plus Fixed Fee		

The Offeror should provide a basis of estimates sufficiently detailed to demonstrate the reasonableness and realism of proposed costs. The basis of estimates should include description of tasks, rationale, and calculations to support all proposed Prime Direct Labor, Subcontract Costs (list each Significant Subcontractor), Prime Material, Subcontract Material, and Other Costs. The following basic information should be provided in a basis of estimates. Contractor formats are acceptable.

- Task Description
- Estimating Rationale
- Calculation Method

* Indicate clearly Origin of Rate (e.g. Program Average, Forward Pricing Rate). If program average rate, indicate where rates are to be found that were used to develop the program average rate.

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

CLIN 0002 SUPPORTING COST DATA BREAKDOWN #2-A

COST SUMMARY

OFFEROR: _____

Cost Element	Hours	Rate* Amount
Prime Direct Labor (D/L)		*(In dollars not percentage)
Overhead		
Subcontract Costs (List each Significant Subcontractor D/L)		
Prime Material		
Subcontract Material		
All Other Costs (By Name)		
Subtotal		
G&A		
Total Cost		
Fixed Fee		
Cost Plus Fixed Fee		

The Offeror should provide a basis of estimates sufficiently detailed to demonstrate the reasonableness and realism of proposed costs. The basis of estimates should include description of tasks, rationale, and calculations to support all proposed Prime Direct Labor, Subcontract Costs (List each Significant Subcontractor), Prime Material, Subcontract Material, and Other Costs. The following basic information should be provided in a basis of estimates. Contractor formats are acceptable.

- Task Description
- Estimating Rationale
- Calculation Method

* Indicate clearly Origin of Rate (e.g. Program Average, Forward Pricing Rate). If program average rate, indicate where rates are to be found that were used to develop the program average rate.

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

CLIN 0003 SUPPORTING COST DATA BREAKDOWN #3-A

COST SUMMARY

OFFEROR: _____

Cost Element	Hours	Rate* Amount
Prime Direct Labor (D/L)		*(In dollars not percentage)
Overhead		
Subcontract Costs (List each Significant Subcontractor D/L)		
Prime Material		
Subcontract Material		
All Other Costs (By Name)		
Subtotal		
G&A		
Total Cost		
Fixed Fee		
Cost Plus fixed Fee		

The Offeror should provide a basis of estimates sufficiently detailed to demonstrate the reasonableness and realism of proposed costs. The basis of estimates should include description of tasks, rationale, and calculations to support all proposed Prime Direct Labor, Subcontract Costs (List each Significant Subcontractor), Prime Material, Subcontract Material, and Other Costs. The following basic information should be provided in a basis of estimates. Contractor formats are acceptable.

- Task Description
- Estimating Rationale
- Calculation Method

* Indicate clearly Origin of Rate (e.g. Program Average, Forward Pricing Rate). If program average rate, indicate where rates are to be found that were used to develop the program average rate.

**OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler**

CLIN 0004 SUPPORTING COST DATA BREAKDOWN #4-A

COST SUMMARY

OFFEROR: _____

Cost Element	Hours	Rate* Amount
Prime Direct Labor (D/L)		*(In dollars not percentage)
Overhead		
Subcontract Costs (List each Significant Subcontractor D/L)		
Prime Material		
Subcontract Material		
All Other Costs (By Name)		
Subtotal		
G&A		
Total Cost		
Fixed Fee		
Cost Plus Fixed Fee		

The Offeror should provide a basis of estimates sufficiently detailed to demonstrate the reasonableness and realism of proposed costs. The basis of estimates should include description of tasks, rationale, and calculations to support all proposed Prime Direct Labor, Subcontract Costs (List each Significant Subcontractor), Prime Material, Subcontract Material, and Other Costs. The following basic information should be provided in a basis of estimates. Contractor formats are acceptable.

- Task Description
- Estimating Rationale
- Calculation Method

* Indicate clearly Origin of Rate (e.g. Program Average, Forward Pricing Rate). If program average rate, indicate where rates are to be found that were used to develop the program average rate.

**OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler**

CLIN 0005 SUPPORTING NTE /COST DATA BREAKDOWN #5-A

COST SUMMARY FOR NTE CLIN 0005

OFFEROR: _____

Cost Element	Hours	Rate* Amount
Prime Material		*(In dollars not percentage)
Subcontract Material		
All Other Costs (By Name)		
Subtotal		
G&A		
Total NTE Price Estimate		

The Offeror should provide a basis of estimates sufficiently detailed to demonstrate the reasonableness and realism of proposed costs. The basis of estimates should include description of tasks, rationale, and calculations to support all proposed Prime Direct Labor, Subcontract Costs (List each Significant Subcontractor) , Prime Material, Subcontract Material, and Other Costs. The following basic information should be provided in a basis of estimates. Contractor formats are acceptable.

- Task Description
- Estimating Rationale
- Calculation Method

* Indicate clearly Origin of Rate (e.g. Program Average, Forward Pricing Rate). If program average rate, indicate where rates are to be found that were used to develop the program average rate.

**OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler**

CLIN 0006 SUPPORTING NTE/ COST DATA BREAKDOWN #6-A

COST SUMMARY FOR NTE CLIN 0006

OFFEROR: _____

Cost Element	Hours	Rate* Amount
Prime Material		*(In dollars not percentage)
Subcontract Material		
All Other Costs (By Name)		
Subtotal		
G&A		
Total NTE Price Estimate		

The Offeror should provide a basis of estimates sufficiently detailed to demonstrate the reasonableness and realism of proposed costs. The basis of estimates should include description of tasks, rationale, and calculations to support all proposed Prime Direct Labor, Subcontract Costs (List each Significant Subcontractor) , Prime Material, Subcontract Material, and Other Costs. The following basic information should be provided in a basis of estimates. Contractor formats are acceptable.

- Task Description
- Estimating Rationale
- Calculation Method

* Indicate clearly Origin of Rate (e.g. Program Average, Forward Pricing Rate). If program average rate, indicate where rates are to be found that were used to develop the program average rate.

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

Enclosure 1 to Section L (will become Section J, Attachment # 9 of the Contract)
(See L-10.1, Volume I – A. Technical Approach and E. Test/Quality System for details)

Compliance Matrix for Coastal Surface Piercing Profiler
Specification Document 3310-00004
(Tan – Cabled; Blue – Uncabled; White – Both)

Spec I.D.	Parameter	Units	Parameter Value	Substantiation	Verification Approach
MANU-001	Compatible with National & International Standards (IEEE, ANSI, IEC)	Yes/No			
MANU-002	Are Materials resistant to wear, corrosion and deterioration	Yes/No			
MANU-003	Cables protected from fish bite	Yes/No & Describe Protective Measures			
MANU-004	Maximum sustainable pressure	Decibars			
OPEN-001	Vertical profiling range	m			
OPEN-002	Ability to reach surface in 3m waves and 10m/s wind conditions	Yes/No			
OPEN-006	Ability to reach surface in 8m waves and 20m/s wind conditions (objective)	Yes/No			
OPEN-003	Capability to sustain wave heights of 14m and wind speeds of 28m/s	Yes/No			
OPEN-004	Capability to survive wave heights of 15m and wind speeds of 30m/s	Yes/No			
OPEN-005	Maximum current speed under which profiler maintains full vertical range profiling capabilities	Current Speed in cm/sec			
POWR-001	Capability to be powered by an undersea power/data cable (Cabled)	Yes/No			
POWR-002	Operating voltage (VDC) and wattage range (Cabled)	VDC/Watts			
POWR-003	Maximum full range vertical profiles per day over a depth of 80m (Cabled)	Yes/No			
POWR-005	Profiler is capable of being powered by primary battery throughout deployment interval (7 months) (Primary Batteries – Uncabled)	Yes/No			
POWR-006	Maximum number of full range, vertical profiles (135m) in any given day (Primary Batteries – Uncabled)	Profiles/Day			
POWR-008	Number of roundtrip profile cycles before service at deployment depths of: 80m, 95m and 135m	Roundtrip Profiles at: 80m,95m & 135m			

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

Spec I.D.	Parameter	Units	Parameter Value	Substantiation	Verification Approach
POWR-009	Number of roundtrip profile cycles before service at deployment depth of 25m	Roundtrip Profiles at 25m			
POWR-007	Capability to reduce system functionality in limited power environments as directed by shore station commands (Primary Battery – Uncabled)	Yes/No			
COMS-001	Capability to control and monitor the telemetry subsystem	Yes/No			
COMS-002	Capability to receive commands from a shore station	Yes/No			
COMS-003	Capability to send decimated subsets of sensor data to shore station	Yes/No			
COMS-004	Capability to send engineering data to shore station	Yes/No			
COMS-006	RESERVED	N/A			
COMS-007	Capability to utilize cable as the primary means of bidirectional communication (Cabled)	Yes/No			
COMS-005	Provision to provide for a port to a bidirectional acoustic telemetry system (Uncabled)	Yes/No			
COMS-008	Capability to utilize bidirectional satellite telemetry? (Uncabled)	Yes/No			
COMS-009	Capability to utilize FreeWave RF, line of sight, bi-directional telemetry (objective)	Yes/No			
SENS-001	Sensors are provided, installed and integrated on each delivered unit	Yes/No			
SENS-002	Maximum vertical resolution for sensor measurements	Samples/Meter			
SENS-003	Capability to carry, power and operate sensors for measurement of conductivity, temperature and pressure (CTD)	Yes/No			
SENS-004	Capability to carry, power and operate sensors for measurement of dissolved oxygen (DO)	Yes/No			
SENS-005	Capability to carry, power and operate sensors for measurement of spectral irradiance	Yes/No			
SENS-006	Capability to carry, power and operate sensors for measurement of photosynthetically available radiation (PAR)	Yes/No			

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

Spec I.D.	Parameter	Units	Parameter Value	Substantiation	Verification Approach
SENS-007	Capability to carry, power and operate sensors for measurement of dissolved inorganic nitrate	Yes/No			
SENS-008	Capability to carry, power and operate sensors for measurement of optical backscatter, chlorophyll-a, and colored dissolved organic matter (CDOM)	Yes/No			
SENS-009	Capability to carry, power and operate sensors for measurement of three axis point velocity	Yes/No			
SENS-010	Capability to carry, power and operate sensors for measurement of partial pressure of carbon dioxide (pCO ₂) in water (objective)	Yes/No			
SENS-011	Capability to carry, power and operate sensors for measurement of multispectral optical attenuation and absorption (objective)	Yes/No			
SENS-012	Sensors are able to operate uninhibited, without cross sensor interference, during ascent	Yes/No			
SENS-013	Ability to monitor the orientation of the profiling body	Yes/No			
SENS-014	Expandable for future additions of sensors (objective)	Yes/No			
DATA-001	Capability to turn off sensor or instruments via shore station communication	Yes/No			
DATA-002	Ability to contain a GPS receiver and accuracy and time demands of receiver	Yes/No Accuracy and Time demands?			
DATA-003	Ability to carry a real time clock accurate to +/- 1 second	Yes/No			
DATA-004	Data time-stamping based on real-time clock	Yes/No			
DATA-005	Data time-stamped and stored in non-volatile memory	Yes/No			
DATA-006	Storage capacity for engineering and sensor data	MB, GB, TB			
DATA-007	Ability of communication protocol to employ error detection/correction	Yes/No			
OSPM-001	Includes satellite based recovery beacon? Type?	Yes/No Type?			
OSPM-002	Ability to assess surface conditions and avoid surface in hazardous conditions	Yes/No			
OSPM-003	Ability to respond to commands from shore station via Iridium link	Yes/No			
OSPM-004	Ability to control and monitor the vertical velocity of the sensor package	Yes/No			

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

Spec I.D.	Parameter	Units	Parameter Value	Substantiation	Verification Approach
OSPM-005	Ability to control and monitor the vertical motion of the sensor	Yes/No			
OSPM-006	Ability to control and monitor data acquisition and storage	Yes/No			
OSPM-007	Ability to monitor and record in non-volatile, time-stamped memory the health of the subsystems	Yes/No			
OSPM-008	Recoverable and reusable after refurbishment and refueling	Yes/No			
OSPM-009	Sensors, when replaced with identical spares, are user replaceable in the field without opening pressure housing	Yes/No			
OSPM-010	Sensors, when replaced with identical spares, does not result in modification to profiler hardware or software?	Yes/No			
OSPM-021	Deployable by ship smaller than 17m in length by an A-frame (objective)	Yes/No			
OSPM-012	Mission planning tools available to estimate energy usage based on payload and sampling interval	Yes/No			
OSPM-013	Mission planning tool provides energy use estimates as a function of: profiling speed, vertical profiling speed, current and in situ water density	Yes/No			
OSPM-014	Mission planning tool provides estimates of the data storage needs	Yes/No			
OSPM-015	Mission planning tool monitors power usage and provides estimates of capacity remaining	Yes/No			
OSPM-016	Mission planning tool monitors data storage usage and estimates capacity remaining	Yes/No			
OSPM-017	Mission planning tool estimates telemetry bandwidth requirements	Yes/No			
OSPM-018	Modeling tool to predict the effects of current on vertical profiling range	Yes/No			
OSPM-019	Able to operate, with all sensors, for 12 months without maintenance? (Cabled)	Yes/No			
OSPM-023	Designed so installation can be performed with ROV (Cabled)	Yes/No			
OSPM-020	Able to operate, with all sensors, for 7 months without maintenance? (Uncabled)	Yes/No			

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

Spec I.D.	Parameter	Units	Parameter Value	Substantiation	Verification Approach
OPSM-022	Endurance limiting parts are field replaceable (objective)	Yes/No Detail			
QUAL-001	Records of quality assurance tests and inspections provided	Yes/No			
QUAL-003	Manufacturer has ISO-9001:2008 certified Quality Management System	Yes/No			
QUAL-002	Certificate of compliance delivered with each unit? Factor acceptance test (FAT)? And test calibration reports for each sensor	Yes/No			
IDNT-001	Profiler can be provided with a custom, indelible mark on exterior surface?	Yes/No			
INDT-003	Instruments may be marked indelibly by purchaser without damage to instrument or housing	Yes/No Describe			
IDNT-002	Transportation cases provided and include external labels specifying safe handling precautions	Yes/No			
SHIP-001	Storage temperature (without damage to profiler) and duration	°C, days			
SHIP-002	Transportation cases meet ASTM D4169 Assurance Level 1	Yes/No			
SHIP-003	Transportation cases reusable	Yes/No			

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

Enclosure 2 to Section L (will become Section J, Attachment #10 of the Contract)
 (See L-10.1, Volume I – A. Technical Approach for details). Proposals should include the instruments listed as Exemplars. Alternatives that meet or exceed the referenced Specification and would reduce Non-recurring Engineering and/or unit production cost, should be noted for discussion at negotiation.

Proposed Instrument Models

Instrument Type	Specification	Contractor Instrument Make and Model Number or Designation
CTD	Version 2-01 Document Control Number 1331-00001 2011-10-03 Exemplar: SeaBird Profiling CTD	
DO2	Version 2-00 Document Control Number 1331-00002 2011-03-04 Exemplar: Aanderaa Optode 4330	
Spectral Irradiance	Version 1-01 Document Control Number 1331-00006 2011-06-09 Exemplar: Satlantic OCR507	
PAR	Version 12-01 Document Control Number 1331-00005 2011-10-03 Exemplar: Biospherical QSP- 2100	
Dissolved Inorganic Nitrate (NUTNR)	Document Control Number 1331-00014 Exemplar: Satlantic ISUS	
Multiple Wavelength Fluorometer/Backscatter	Version 2-03 Document Control Number 1331-00003 2011-10-03 Exemplar: WET Labs ECO triplet BBFL2w/700 nm backscatter.	

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

VEL3D	Version 1-06 Document Control Number 1331-00008 2011-06-28 Exemplar: Nortek Vector.	
Partial Pressure CO2	Version 1-00 Document Control Number 1331-00012 2010-11-16 Exemplar: Sunburst SAMI –CO2	
Optical Attenuation and Absorption	Version 1-01 Document Control Number 1331-00007 2011-06-09 Exemplar: WET Labs ac-s	

(End of Section L)

Section M. Evaluation Factors for Award

M.1. General

The contract will be awarded to the Offeror whose proposal represents the best value after evaluation of the factors and subfactors in the solicitation. “Factors” include all of those evaluation factors described in this Section M.

OSU intends to evaluate proposals and award a contract without discussions with Offerors. However, OSU reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. Therefore, each initial offer and response should contain the Offeror’s best terms.

OSU intends to evaluate risk, including the risk of performance within the overall evaluation of each Offeror’s response to the solicitation. The Offerors’ relative capability, as indicated by their response to the solicitation, will be considered in this evaluation. OSU will evaluate the reasonableness and realism of the cost for each acceptable offer in relation to the Offeror’s relative capability.

Only one offer will be accepted. OSU will not accept alternate proposals.

Offerors are advised that a proposal receiving an unacceptable rating under any factor or subfactor may be rejected as ineligible for award (see Section M-4.1 and M-4.2 for Adjectival Rating structure).

Basis for Award: Award will be made on a competitive best value basis, using “Best Value Tradeoff” among cost/price and non-cost/price factors (see Section M-4.3 for Best Value Tradeoff Rating structure). A best value tradeoff process will be used when OSU elects to award to other than the lowest priced Offeror, or other than the Offeror with the highest rated non-cost/price proposal. OSU reserves the right to award to other than the lowest price Offeror. Past Performance will be evaluated independently from the other non-cost/price evaluation factors using the Adjectival Rating structure in Section M-4.2. The evaluation factors are as follows:

- (1) Technical
- (2) Management
- (3) Past Performance
- (4) Cost/Price

After each factor is rated by individuals on the Source Selection Committee, a consensus rating will be assigned to the factor. Only proposals receiving a consensus rating of “Acceptable” or higher will be considered for award. When considering the proposals for award OSU will consider the total impact to the OOI program, opportunities for quantity discounts, maintaining multiple potential sources, and ease of integration along with other programmatic concerns.

Relative Importance of Factors: Of the non-cost/price factors (as detailed in Technical Volume I), the non-past performance factors are more important than past performance. The non-cost/price factors (including Past Performance) are more important than cost/price. However, a lower rated proposal may be selected when in OSU’s judgment the higher rated proposal carries with it a risk of not being affordable.

M.2. Non-Cost/Price Evaluation Criteria

The proposal should manifest the Offeror’s assent, without exception, to the terms and conditions of the RFP, including attachments, to be eligible for award. If an Offeror takes exception to any of the terms and conditions of the RFP, then OSU may consider its offer to be unacceptable.

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

The following criteria will be used to evaluate the non-cost/price aspects of the proposal.

M.2.1. Factor 1- Technical: The technical approach will be evaluated for evidence of the degree to which the Offeror's technical approach demonstrates that within the next year it can produce a reliable platform for profiling the water column up to the air-sea interface. The approach should demonstrate a well-thought-out integration approach for instruments that measure Salinity, Temperature, Pressure (depth), Dissolved Oxygen, Optical Backscatter, Chlorophyll-a fluorescence, CDOM fluorescence, Spectral Irradiance, Dissolved Inorganic Nitrate, Photosynthetically Active Radiation (PAR), and 3-D Single Point Current (VEL3D). The Offeror's proposal will be used to assess the Offeror's understanding of tasks to be performed, as well as the technical approach and methodology for accomplishing performance requirement from the Specification(s) and tasks to meet the requirements of the SOW. Offerors should highlight any unique test or production equipment in this section.

Subfactors: For each instrument and sensors offered, list in tabular form where possible:

A. Technical Approach

- 1) Enclosure 1 to Section L - ability of the offer to meet the requirements for the end item clearly showing where non-recurring engineering (NRE) work is needed, the current capability and technical approach, and a description of the approach to enhance the existing product to meeting the requirements.
- 2) Enclosure 2 to Section L - list of Instruments for evaluation to meet the required specifications and to evaluate the potential NRE required.
- 3) Form and Fit evaluation of the payload space, weight and power available for expansion after the complete sensor set as described herein has been installed
- 4) Ability of the Uncabled and Cabled CSPP versions, mooring mounting and interface assembly design to meet the requirements:
 - a. Mounting and interface
 - b. Mooring design impact on profiler performance
 - c. Mechanical, electrical and logic requirements
 - d. Past deployment methods and performance, including effects of current, water density and compressibility of the profiler body and the drag coefficient of the profiler to horizontal currents
- 5) Ability of the Uncabled CSPP battery system to provide sufficient power throughout the prescribed operating cycles and period, including communications:
 - a. Maximum sustained operational period as derived by analysis in total power delivered per day for the period of days.
 - b. Maximum sustained operational period experienced by existing systems, including total power delivered per day for the period of days.

Producibility Plan

- 1) Description of the plan to produce nine (9) Uncabled one (1) Cabled Surface Piercing Profilers completed vehicles, over 2 years, as complete vehicles with sensor suite installed and integrated;
- 2) Demonstrate plan for producing these units within the estimate:
 - a. Man hour estimates
 - b. Material estimates
 - c. Risks and mitigation strategies
 - d. Cost, but not fee

Schedule

- 1) Schedule's ability to meet milestones of Section M-2 E (below) Test/Quality Assurance

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

- System
- 2) Design reviews
- 3) Tests
- 4) Deliveries
- 5) Installations / Deployments

Maintenance and Refurbishment

- 1) Capability and experience with maintaining and refurbishing the vehicles
 - a. x units/time
 - b. Environments where units were deployed
- 2) Estimated operational life and refurbishment cycles

Test /Quality Assurance System:

- 1) Enclosure 1 to Section L- Compliance Matrix and Enclosure 2 to Section L - Instrument List will be evaluated for completeness, accuracy and ability to meet the requirements.
 - a. The CDRLs list provides review points where verification of the Compliance Matrix items will be evaluated. The Verification form will be provided at a later date, but is mentioned here as a graded deliverable for the Offeror's planning purposes.
- 2) Compliance with ISO-9001 standing

Ancillary Items

- 1) Mission Planning Tools
 - a. Screenshots of Graphic User Interface (GUI)
 - b. List of user functions
 - c. Ability to estimate energy usage as function of payload and sampling interval
- 2) Pre-mission Diagnostic Tools
 - a. User interface covered
 - b. Completeness of conditions diagnosed
- 3) Handling Tools and Equipment
 - a. Functional description of deck and lab handling equipment
 - b. Personnel and skill sets required
- 4) Launch and Recovery Equipment
 - a. Technical approach
 - b. Equipment, including specialized, for launch and recovery
 - c. Usability in various sea states
 - d. Interfaces to ships
 - e. Personnel and skill sets required
- 5) All Special Test Equipment ability to maintain the system
 - a. External or built-in test interfaces
 - b. Pre-deployment test equipment to confirm operational status in operation or maintenance
- 6) Training available by all required personnel to meet the mission
 - a. Courses
 - b. Procedures

Discussion/Final Proposal Revision – if selected to participate in discussions;

- 1) Corrective plan to resolve weaknesses
- 2) Revised Technical and Cost (or other) information to resolve issues

M.2.2. Factor 2 - Management Approach:

The management approach will be evaluated for the degree to which the Offeror's proposal reflects a management approach (including approach to staffing) that will lead to the successful accomplishment of

the requirement.

Subfactors:

- A. Quantifications and numbers of personnel – tabular form of evidence that the organization (including Subcontractors) has current capabilities and for ensuring performance of this requirement:
 - 1) Design Engineers
 - 2) QA/QC Engineers
 - 3) Test Engineers
 - 4) Production Personnel
 - 5) Support Personnel
 - 6) Software Engineers
 - 7) Hardware Engineers

- B. Resumes for key personnel
 - 1) Project Manager
 - 2) Lead Engineer(s)
 - 3) Production Manager
 - 4) Test Engineering Manager
 - 5) Quality Assurance/Control Manager(s)
 - 6) Software Engineers
 - 7) Hardware Engineers

- C. Cost control
 - 1) Methodology
 - 2) Procedures
 - 3) Cost control lessons - from previous work

- D. Work Breakdown Structure
 - 1) Viability of a draft Work Breakdown Structure (WBS) to at least the third level of detail
 - 2) Ability to manage task performance and tracking

- E. Training Plans
 - 1) Proposed employee training plan addressing:
 - a. Lesson plans
 - b. Trainee guides
 - c. Visual aids, and computer-based training

M.2.3. Factor 3 - Past Performance:

The Past Performance evaluation will assess the risks associated with an Offeror’s likelihood of success in performing SOW requirements and meeting the Specifications requirement as indicated by the Offeror’s record of past performance on relevant efforts, either included in the proposal or identified by the evaluators in any other manner. In this context, “Offeror” refers to the proposed Prime Contractor and all proposed Subcontractors. The Prime Contractor and proposed Subcontractors will first be assessed individually and the results will then be assessed in their totality to derive the Offeror’s Past Performance rating.

OSU will conduct a Past Performance evaluation that will be based on the quality, relevance, and recentness of the Offeror's past performance, as well as that of its Subcontractors. This evaluation will consider how each Offeror’s past performance relates to the probability of successful accomplishment of the required effort. The Evaluators will access any sources of information available and will consider all

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

information found in addition to considering information provided in the proposal and information supplied by Offeror references.

In the case of an Offeror without a record of relevant experience or for whom information on experience is not available, the Offeror will not be evaluated favorably or unfavorably on relevant experience (i.e., that Offeror will be rated neutral). OSU has determined that a neutral rating will be assigned an Acceptable rating.

Subfactors:

- A. Contractor performance
 - 1) Completion of deliverables, including status/progress reports and invoices
 - 2) Timeliness of deliverables
 - 3) Debarment history
 - 4) Stop work order history
 - 5) Cancellation history
 - 6) Responsiveness to redirection, inquiries
 - 7) Adherence to cost provisions
 - 8) Adherence to other contract provisions
- B. Project management
 - 1) Adherence to schedule
 - 2) Responsiveness to changes in requirements, schedule
 - 3) Adequacy of staffing
 - 4) Execution of cost/spending plans, adequacy of controls, adequacy of reporting, EVMS
 - 5) Execution of Quality Control
 - 6) Adequacy of plans, reviews, and tests
 - 7) Transition to operations
- C. Technical performance
 - 1) Met technical specifications
 - 2) Performance was reliable throughout performance cycles
 - 3) Maintenance met specifications and was affordable, as predicted, timely
- D. User satisfaction with
 - 1) Delivered Measurement performance
 - 2) Delivered Environmental range
 - 3) Delivered Durability
 - 4) Delivered Form and Fit
 - 5) Offeror is reasonable and cooperative during performance

M.3. Factor 4 - Cost/Price

Factor 4 - Cost/Price: The Cost evaluation will be based on an analysis of the reasonableness, realism and completeness of the cost data. Pertinent cost information, including but not limited to DCAA recommended rates for such costs as fringe benefits, overhead, G&A, etc., as necessary and appropriate, will be used to arrive at the OSU determination of the realism of the Offeror's proposed costs. Offeror will be asked to adjust costs upward or downward to reflect more realistic costs. Based on such analysis, an evaluated cost for the Offeror will be calculated to reflect OSU's estimate of the Offeror's most probable costs. OSU will evaluate offers for award purposes by adding the total evaluated costs for CLINs 0001 through 0004, plus the NTE prices for CLINs 0005-0006.

Evaluation of the options will not obligate OSU to exercise the options. All costs will be assessed on the basis of magnitude and realism. This evaluated cost will be used in making an award recommendation. Therefore, any inconsistency, whether real or apparent, between promised performance and cost should

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

be explained in the supporting cost data. The burden of proof for cost credibility rests with the Offeror. Offerors are cautioned that to the extent proposed costs appear unrealistic, OSU may infer either a lack of understanding of the requirements, increased risk of performance, or lack of credibility on the part of the Offeror.

OSU will evaluate compensation for professional employees in accordance with the clause in FAR 52.222-46, Evaluation of Compensation for Professional Employees (Feb 1993).

- A. The total evaluated cost/price will be evaluated for reasonableness in terms of:
 - 1. Proposed labor categories and their rates
 - 2. Level of effort, in that the proposed labor mix and labor hours are based on reasonable assumptions
 - 3. Consistency with the technical approach, in that the prices are consistent with and reflect the proposed staffing requirement for all years
- B. The total evaluated cost/price will be evaluated for realism in terms of:
 - 1. Whether proposed costs are realistic for the work to be performed
 - 2. Consistency of supporting documentation/methods for the costs proposed
- C. This Cost evaluation assumes Cost Plus Fixed Fee for CLINs 0001-0004 and (ultimately) Firm Fixed Price for CLINS 0005-0006 .OSU will also conduct an appropriate analysis to determine whether the proposed cost/price is realistic in that the level of effort, labor mix and other direct costs (ODCs) are realistic given the nature of the work to be performed.
- D. The evaluated price will be the total of all the priced line items, including fee, for CLINS 0001 - 0006 and any cost adjustments made as a result of evaluating cost realism.
- E. Unsubstantiated costs that are considered unrealistic, not fully supported, or both, may cause the overall non-cost/price evaluation to be adjusted in the non-Cost/Price Factors.
- F. OSU will analyze the Offerors' estimated costs for both realism and reasonableness. The cost realism analysis will be used to determine each Offeror's most probable cost of performance. This will preclude an award decision based on an overly optimistic cost estimate. Additionally, OSU will also perform profit or fee analysis.
- G. The non-cost/price evaluators and the cost evaluators will crosswalk identified weaknesses with regard to their impact on cost so that proper adjustments can be made to the proposed costs.
- H. The closer the non-cost/price evaluations of the competing proposals become, the more important cost/price becomes.

M.4. Ratings for the Non-Cost/Price Proposal

M.4.1. Adjectival Ratings for the Non Cost/Price Proposal Technical and Management Factors and Subfactors

Rating	Definition
Exceptional (E) 91-100	The proposal has exceptional merit and reflects an excellent approach which should clearly result in the superior attainment of all requirements and objectives. The proposed approach includes numerous substantial advantages, and essentially no disadvantages, and can be expected to result in outstanding performance. The solutions proposed are considered very low risk in that they are exceptionally clear and precise, fully supported, and demonstrate a complete understanding of the requirements. The impact of the strengths greatly outweighs the impact of any weaknesses. The proposed solution

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler

	<p>exceeds requirements in a way that adds significant value to the performance of the OOI mission. Risk Level: Very Low</p>
<p>Good (G) 81-90</p>	<p>The proposal demonstrates a sound approach which is expected to meet all threshold requirements. This approach includes substantial advantages, and few relatively minor disadvantages, which collectively can be expected to result in better than satisfactory performance. The solutions proposed are considered to reflect low risk in that they are clear and precise, supported, and demonstrate a clear understanding of the requirements. The impact of the strengths outweighs the impact of the weaknesses. The proposed solution exceeds requirements in a way that adds value to the performance of the OOI mission. Risk Level: Low</p>
<p>Acceptable (A) 71-80</p>	<p>The proposal demonstrates an approach which is capable of meeting all threshold requirements. The approach may have both advantages and disadvantages, however any disadvantages do not outweigh the advantages and the approach can be expected to result in satisfactory performance. The solutions proposed are considered to reflect moderate risk in that they are for the most part clear, precise, and supported, and demonstrate a general understanding of all the requirements. The impact of weaknesses is balanced by the impact of strengths. Risk Level: Moderate</p>
<p>Marginal (M) 61-70</p>	<p>The proposal does not demonstrate a full understanding of all the requirements and may pose a risk that the Offeror might fail to perform satisfactorily without significant Procuring Organization oversight or participation. Any advantages that may exist in the approach are outweighed by existing disadvantages. The solutions proposed are considered to reflect high risk in that they lack clarity and precision, or are unsupported. The impact of weaknesses outweighs the impact of strengths. Risk Level: High</p>
<p>Unacceptable (U) 0-60</p>	<p>The proposal demonstrates an approach which will very likely not be capable of meeting all requirements and objectives. This approach has one or more substantial disadvantages or contains a deficiency. Collectively, the advantages and disadvantages are not likely to result in satisfactory performance. The solutions proposed are considered to reflect very high risk in that they lack any clarity or precision, are unsupported, or indicate a lack of understanding of the requirement. The impact of weaknesses greatly outweighs the impact of any strengths. Risk Level: Very High</p>

M.4.2. Adjectival Ratings for the Non Cost/Price Proposal Past Performance Factor and Subfactors

OSU REQUEST FOR PROPOSAL - TB159696
Coastal Surface Piercing Profiler



Rating	Definition
High Confidence 91-100	Essentially no doubt exists that the Offeror will successfully perform the required effort.
Significant Confidence 81-90	Little doubt exists that the Offeror will successfully perform the required effort.
Confidence 71-80	There may be some doubt due to the Offeror's past performance record, but Confidence exists that the Offeror will successfully perform the required effort.
Little Confidence 61-70	Substantial doubt exists that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements.
No Confidence 0-60	Extreme doubt exists that the Offeror will successfully perform the required effort. Apply this rating if the Offeror cannot provide any information about its past performance.

M.4.3. Best Value Tradeoff Definitions

Term	Definition
Evaluation	The evaluators' conclusions (supported by narrative write-ups) identifying the strengths, weaknesses, and deficiencies applicable to requirements and criteria of an evaluation factor or subfactor.
Strength	Any aspect of a proposal that, when judged against a stated evaluation criterion enhances the merit of the proposal or increases the probability of successful performance of the contract.
Significant Strength	A significant strength appreciably enhances the merit of a proposal or appreciably increases the probability of successful contract performance.
Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance.
Significant Weakness	A flaw that appreciably increases the risk of unsuccessful contract performance.
Deficiency	A material failure of a proposal to meet a Procuring Organization requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.
Meets Requirements	The item evaluated satisfies the requirement stated in the RFP or in an attached or referenced specification.

(End of Section M)

REVISIONS			
REV	DESCRIPTION	DATE	APPROVAL
1-00	Initial Release	13 October 2008	
1-01	Amend sensor list	25 October 2008	
1-02	Format and Review	31 October 2008	
2-00	Revision per ECR 1303-00038	19 May 2010	D. Wickman
2-01	Revision per ECR 1303-00183	6 January 2011	S. White
3-00	Revision per ECR 1303-00516	26 October 2011	J. Fram
3-01	Revision of COMM-005 and addition of Waiver numbers to SENS-010, SENS-011 per ECR 1303-00515 at System CCB	19 January 2012	J. Fram, S. White

 			
<h2>Coastal Surface Piercing Profiler Specification</h2>			
SIZE	DOCUMENT TYPE	DWG NO.	REV
	Specification	3310-00004	3-01
			Page 1 of 13

Contents

1.0	Scope	3
2.0	Purpose.....	3
3.0	Reference.....	3
3.1	Reference Documents	3
3.2	General Definitions	4
4.0	Specifications.....	5
4.1	Manufacturing Requirements	5
4.2	Performance Requirements	5
4.2.1	Operating Environment	5
4.2.3	Communications	6
4.2.4	Sensor Payload.....	7
4.2.5	Data Handling	8
4.2.6	Operations and Maintenance	9
4.3	Quality Requirements	11
4.3.1	Manufacturing	11
4.3.2	Certificate of Compliance	11
4.4	Identification and Traceability Requirements	11
4.4.1	Coastal Surface Piercing Profiler Marking.....	11
4.4.2	Transportation Case Marking.....	11
4.5	Handling, Packaging, Shipping, and Storage Requirements	11
4.5.1	Storage temperature	11
4.5.2	Transportation environment	12
4.5.3	Shipping	12
5.0	Attachments	12
6.0	Additional Information.....	12

DWG NO.	REV
3310-00004	3-01
Page 2 of 13	

1.0 Scope

This document describes the specification requirements for Coastal Surface Piercing Profiler. The specification describes the physical, functional and electrical characteristics of the Coastal Surface Piercing Profiler. The Coastal and Global Scale Nodes (CGSN) of the Ocean Observatories Initiative require the coastal surface piercing profiler be operated using either batteries or power from an undersea cable. Unique characteristics for each mode of operation are identified as required. Except when noted, the specifications represent threshold values.

2.0 Purpose

The purpose of this specification is to provide the requirements for the Coastal Surface Piercing Profiler for use in the Ocean Observatories Initiative.

Moored profilers are one of the primary measurement tools used in the Coastal and Global Scale Nodes (CGSN) to obtain time series of the vertical profile of important ocean properties. In general, moored profilers consist of a suite of sensors that are raised and lowered through the water column on a regular basis.

The Coastal Surface Piercing Profiler is mounted on a bottom frame or base and raises sensors all the way to the surface. It receives commands from the shore station to alter the operation of the profiler, the sensor package, and the processing performed on collected data. The Coastal Surface Piercing Profiler will be deployed on the continental shelf in water as deep as 200 meters and will be for periods up to 12 months.

The Coastal Surface Piercing Profiler is specified to operate in one of two configurations. In the uncabled, or standalone configuration, the Coastal Surface Piercing Profiler will draw power from batteries throughout its deployment. When the Profiler has surfaced, a telemetry system sends data back to shore. The profiler or its base will also contain an acoustic modem capable of receiving commands from and transmitting data to a nearby modem on an OOI surface mooring. In the cabled configuration, the Coastal Surface Piercing Profiler will draw power from an undersea cable through the profiler base. The Profiler will also use this undersea fiber optic cable as its primary data link. It will transmit data and receive data and commands through the profiler base. The goal is to obtain a water column profile from the air-surface to as close to the bottom as practicable.

3.0 Reference

3.1 Reference Documents

The specifications of the Coastal Surface Piercing Profiler are based on the end item use defined in the Final Network Design (FND) 1101-00000 (available upon request and at www.oceanobservatories.org).

Coastal Surface Piercing Profiler Interface Control Document (TBS) – to define mechanical and communications interfaces.

The following white papers describe the site characteristics and environmental conditions of the coastal deployment sites (available upon request):

- CGSN Site Characterization: Pioneer Array (3204-00007)
- CGSN Site Characterization: Endurance Array (3205-00007)

DWG NO. 3310-00004	REV 3-01
Page 3 of 13	

3.2 General Definitions

Certificate of Compliance – a certificate provided by the manufacturer stating that the unit is compliant with the requirements in the specification, has passed testing with records maintained by QA/QC at the vendor, and contains materials as agreed at the design reviews.

Deployment Interval – The period between launch and recovery.

Mission – An operational task, defined by a mission plan, during which the Profiler is active and sampling.

Mission Plan – A set of Profiler and sensor commands defining sampling protocols; mission parameters include but are not limited to profiling depth, speed, sensors active and sensor sampling rates, data compaction and selection for telemetry to shore.

Operate - Correctly performing designed functionality.

Shore station – In the context of these specifications, observatory management center(s) used to command and control profilers during a deployment through the use of bi-directional wireless communications (e.g., Iridium) or the OOI undersea power and data cables.

Survive – Experience an event without major loss of hardware. Profiler may experience loss of functionality requiring repair to return to normal mode functionality.

Sustain – Experience an event (environmental extreme or condition) without permanent loss of normal mode functionality. Profiler may experience reduction of functionality during event.

DWG NO.	REV
3310-00004	3-01
Page 4 of 13	

4.0 Specifications

Note: Specifications are assigned unique identifications specific to this document. Specifications tied directly to Coastal Surface Piercing Profiler requirements maintained in the database are followed by the requirement number in square brackets, e.g., [L4-CG-PR-RQ-110]. The requirement number is intended for internal OOI use.

4.1 Manufacturing Requirements

MANU-001: To the greatest extent practical, all infrastructure of the Coastal Surface Piercing Profiler should be compatible with applicable national and international standards, including those of the IEEE, ANSI, and IEC. This is an objective.

MANU-002: The materials used in construction of the profilers, sensors, and sensor mounts shall be chosen and treated in such a way as to reduce the levels of wear, corrosion and deterioration to allow multiple deployments of each unit. [L4-CG-PR-RQ-195]

MANU-003: All structural and electrical cables on the profiler shall be protected from fish bite. [L4-CG-PR-RQ-181]

MANU-004: The Coastal Surface Piercing Profiler shall be capable of sustaining a pressure of 200 decibars. [L3-CG-RQ-433]

4.2 Performance Requirements

4.2.1 Operating Environment

OPEN-001: The Coastal Surface Piercing Profiler shall be capable of profiling from the ocean surface to a depth of 200 m. [L4-CG-PR-RQ-69]

OPEN-002: The Coastal Surface Piercing Profiler shall have the capability to reach the surface in conditions of winds of 10 m/s and significant wave heights of up to 3 meters [L4-CG-PR-RQ-355]

OPEN-006: The Coastal Surface Piercing Profiler should have the capability to reach the surface in conditions of winds of up to 20 m/s and wave heights of up to 8 meters. This is an objective. [L4-CG-PR-RQ-70]

OPEN-003: The Coastal Surface Piercing Profiler shall be designed to sustain 30 year return period extreme waves, winds, currents, and tides. [L4-CG-PR-RQ-71] (See note #1)

OPEN-004: The Coastal Surface Piercing Profiler shall be designed to survive 100 year return period extreme waves, winds, currents, and tides. [L4-CG-PR-RQ-72] (See note #2)

DWG NO. 3310-00004	REV 3-01
Page 5 of 13	

OPEN-005: The Coastal Surface Piercing Profiler shall have the capability to reach the surface in the presence of a uniform current of 40 cm/s between the surface and 200m depth. [L4-CG-PR-RQ-78]4.2.2 Power

4.2.2.1 Cabled Configuration

POWR-001: The cabled Coastal Surface Piercing Profiler shall be capable of being configured to be powered by an undersea power/data cable for the duration of its deployment. [L4-CG-PR-RQ-337]

POWR-002: A Coastal Surface Piercing Profiler connected to an undersea power/data cable shall operate at 48 VDC and 200 W maximum. [L4-CG-PR-RQ-250, L3-RSN-CG-IA-94]

POWR-003: A Coastal Surface Piercing Profiler connected to seabed cabled infrastructure providing data connectivity and power shall be able to complete eight (8) roundtrip profile cycles per day over the entire profiling range for the duration of the deployment interval. [L4-CG-PR-RQ-247] (See note #3)

4.2.2.2 Uncabled Configuration

POWR-005: The Coastal Surface Piercing Profiler not connected to an undersea cable shall operate from primary batteries throughout the deployment interval. [L4-CG-PR-RQ-79]

POWR-006: When powered by primary batteries, the Coastal Surface Piercing Profiler shall be able to complete four (4) roundtrip profile cycles over the entire profiling range in any given day of the deployment interval. [L4-CG-PR-RQ-74]

POWR-008: When powered by primary batteries, the Endurance Shelf and Pioneer Coastal Surface Piercing Profilers shall be able to complete 300 roundtrip profile cycles without service. (See note #10) [L3-CG-RQ-999, L3-CG-RQ-1000]

POWR-009: When powered by primary batteries, the Endurance Inshore Coastal Surface Piercing Profilers shall be able to complete 700 roundtrip profile cycles without service. (See note #10) [L4-CG-PR-RQ-359, L3-CG-RQ-1001]

POWR-007: As power becomes limited, the Coastal Surface Piercing Profiler controller shall have the capability to reduce overall system functionality according to priorities programmed by the user or as directed by commands from the shore station. [L4-CG-PR-RQ-203]

4.2.3 Communications

COMS-001: The Coastal Surface Piercing Profiler shall have the capability to control and monitor the telemetry subsystem. [L4-CG-PR-RQ-202]

DWG NO. 3310-00004	REV 3-01
Page 6 of 13	

COMS-002: The Coastal Surface Piercing Profiler shall have the capability to receive commands from a shore station. [L4-CG-PR-RQ-210]

COMS-003: The Coastal Surface Piercing Profiler shall have the capability to send decimated subsets of sensor data to a shore station. [L4-CG-PR-RQ-208], [L4-CG-PR-RQ-96]

COMS-004: The profiler shall have the capability to send engineering data to a shore station. [L4-CG-PR-RQ-209]

COMS-006: (Reserved)

4.2.3.1 Cabled Configuration

COMS-007: When powered by an undersea power/data cable, the coastal surface piercing profiler shall utilize the cable as the primary means of bi-directional communication for the duration of its deployment [L4-CG-PR-RQ-339, L4-CG-PR-RQ-262]

4.2.3.2 Uncabled Configuration

COMS-005: The uncabled Coastal Surface Piercing Profiler shall include a bidirectional acoustic telemetry system. [L4-CG-PR-RQ-264] (See note #4)

COMS-008: A Coastal Surface Piercing Profiler not connected to an undersea cable shall utilize bidirectional satellite telemetry when deployed using primary battery power. [L4-CG-PR-RQ-98]

COMS-009: A Coastal Surface Piercing Profiler not connected to an undersea cable should be capable of utilizing FreeWave RF line of sight bidirectional telemetry. This is an objective. [L4-CG-PR-RQ-219] [L3-CG-RQ-287, L3-CG-RQ-995] (See note #5)

4.2.4 Sensor Payload

(See Section 5.0 for a list of sensors referred to in this section.)

SENS-001: The sensors are an integral part of the Coastal Surface Piercing Profilers and shall be provided, installed and integrated with each delivered unit.

SENS-002: Sensors shall be sampled such that the vertical resolution of their measurement parameter is not less than 0.25 m. [L4-CG-PR-RQ-94]

SENS-003: Coastal Surface Piercing Profilers shall carry, power, and operate sensors for measurement of conductivity, temperature, and pressure (CTD). [L4-CG-PR-RQ-81]

SENS-004: Coastal Surface Piercing Profilers shall carry, power, and operate sensors for measurement of dissolved oxygen. [L4-CG-PR-RQ-82]

SENS-005: Coastal Surface Piercing Profilers shall carry, power, and operate sensors for measurement of spectral irradiance. [L4-CG-PR-RQ-88]

DWG NO. 3310-00004	REV 3-01
Page 7 of 13	

SENS-006: Coastal Surface Piercing Profilers shall carry, power, and operate sensors for measurement of photosynthetically available radiation (PAR). [L4-CG-PR-RQ-89]

SENS-007: Coastal Surface Piercing Profilers shall carry, power, and operate sensors for measurement of dissolved inorganic nitrate. [L4-CG-PR-RQ-90]

SENS-008: Coastal Surface Piercing Profilers shall carry, power, and operate sensors for measurement of optical backscatter, chlorophyll a fluorescence, and colored dissolved organic matter (CDOM) fluorescence. [L4-CG-PR-RQ-84]

SENS-009: Coastal Surface Piercing Profilers shall carry, power, and operate sensors for measurement of three axis point velocity [L4-CG-PR-RQ-91]

SENS-010: Coastal Surface Piercing Profilers should carry, power, and operate sensors for measurement of the partial pressure of carbon dioxide (pCO₂) in water. This is an objective. [L4-CG-PR-RQ-218, DW-00001]

SENS-011: Coastal Surface Piercing Profilers should carry, power, and, operate sensors for measurement of multispectral optical attenuation and absorption. This is an objective. [L4-CG-PR-RQ-87, DW-00002]

SENS-012: The Coastal Surface Piercing Profiler science sensor operation shall not be impeded by other sensors or Coastal Surface Piercing Profiler systems during ascent.

SENS-013: The Coastal Surface Piercing Profiler shall have the capability to monitor the orientation (attitude and heading) of the profiling body. [L4-CG-PR-RQ-335]

SENS-014: The Coastal Surface Piercing Profiler should be expandable to enable future sensor additions. This is an objective. [L4-CG-PR-RQ-356, L3-CG-RQ-436]

4.2.5 Data Handling

DATA-001: The Coastal Surface Piercing Profiler shall have the capability to turn off sensors or instruments that malfunction or when directed by commands from the shore station. [L4-CG-PR-RQ-204]

DATA-002: The Coastal Surface Piercing Profiler shall contain a GPS receiver capable of acquiring a fix with a minimum of 3 satellites within 5 minutes of surfacing 90% of the time. [L4-CG-PR-RQ-106]

DATA-003: The Coastal Surface Piercing Profiler shall contain a real time clock which can be synchronized to GPS with an accuracy of +/- 1 second. [L4-CG-PR-RQ-107]

DATA-004: The Coastal Surface Piercing Profiler shall stamp all data with the time of acquisition obtained from the real time clock. [L4-CG-PR-RQ-107]

DATA-005: The Coastal Surface Piercing Profiler shall time-stamp and store all data from sensors in non-volatile memory. [L4-CG-PR-RQ-205]

DWG NO. 3310-00004	REV 3-01
Page 8 of 13	

DATA-006: The data storage subsystem shall have data storage capacity to store all of the engineering data and sensor data collected during the maintenance interval. [L4-CG-PR-RQ-207]

DATA-007: The data and command communication protocol shall employ an error detection/correction protocol. [L4-CG-PR-RQ-212]

4.2.6 Operations and Maintenance

OPSM-001: Coastal Surface Piercing Profilers shall include a satellite based recovery beacon such as a System Argos beacon or functional equivalent. [L4-CG-PR-RQ-108]

OPSM-002: The Coastal Surface Piercing Profiler shall assess the surface conditions and shall avoid surfacing of the sensor package in hazardous conditions. [L4-CG-PR-RQ-198]

OPSM-003: The Coastal Surface Piercing Profiler shall respond to commands from a remote shore station via Iridium satellite to change the operation of the profiler, sensor package, sensors, and telemetry system. [L4-CG-PR-RQ-211]

OPSM-004: The Coastal Surface Piercing Profiler shall have the capability to control and monitor the vertical velocity of the sensor package. [L4-CG-PR-RQ-199]

OPSM-005: The Coastal Surface Piercing Profiler shall have the capability to control and monitor the range of vertical motion of the sensor package. [L4-CG-PR-RQ-200]

OPSM-006: The Profiler shall have the capability to control and monitor the data acquisition and storage of sensor data. [L4-CG-PR-RQ-201]

OPSM-007: The Profiler shall monitor the health of subsystems and record the time-stamped engineering data in non-volatile memory. [L4-CG-PR-RQ-206]

OPSM-008: The Coastal Surface Piercing Profiler shall be recoverable and reusable following refurbishment and refueling. [L4-CG-PR-RQ-183]

OPSM-009: The sensors on a Profiler shall be user-replaceable in the field with identical spare sensors without requiring the opening of the pressure housing. [L4-CG-PR-RQ-182]

OPSM-010: Sensor replacement (with identical spares) shall require no modification to the profiler hardware or software. On board storage of instrument serial numbers and calibration coefficients is not construed as modification to profiler software. [L4-CG-PR-RQ-196]

OPSM-011: The Coastal Surface Piercing Profiler shall be deployable by UNOLS ships. [L4-CG-PR-RQ-308]

OPSM-021: The uncabled Coastal Surface Piercing Profiler should be deployable from a ship smaller than 17 meter in length via an A-frame. This is an objective. (See note #6) [L4-CG-PR-RQ-357]

DWG NO. 3310-00004	REV 3-01
Page 9 of 13	

OPSM-012: The vendor shall provide a mission planning tool to provide estimates of energy usage as a function of sensor payload and sampling interval. [L4-CG-PR-RQ-184]

OPSM-013: The mission planning tool shall provide estimates of energy usage as a function of profiling speed, vertical profiling speed, current speed, and in situ water density. [L4-CG-PR-RQ-213]

OPSM-014: The mission planning tool shall provide estimates of the data storage needs as a function of sensor payload and sampling interval. [L4-CG-PR-RQ-214]

OPSM-015: The mission planning tool shall monitor the power usage of a deployed profiler and provide estimates of the capacity remaining. [L4-CG-PR-RQ-216]

OPSM-016: The mission planning tool shall monitor the data storage usage of a deployed profiler and provide estimates of the capacity remaining. [L4-CG-PR-RQ-217]

OPSM-017: The mission planning tool shall provide estimates of the telemetry bandwidth requirements as a function of sensor payload, sampling interval, and data decimation options. [L4-CG-PR-RQ-215]

OPSM-018: The vendor shall provide a modeling tool to predict the influence of ocean currents upon the profiling range of the Profiler. The model may assume uniform, unidirectional currents throughout the range of the Profiler. A tabulation or datasheet summarizing the results is acceptable. In any case, all drag coefficients, wetted areas, and other assumptions made in the calculations must be listed. Current speeds up to 1 meter per second are sufficient.

4.2.6.1 Cabled Configuration

OPSM-019: The designed maintenance and operation interval for the Coastal Surface Piercing Profiler when operating under cabled power shall be twelve months. [L3-CG-RQ-497] (See note #7)

OPSM-023: The cabled Coastal Surface Piercing Profiler shall be designed so that installation can be performed with an ROV [L4-CG-PR-RQ-358] (See note #11).

4.2.6.2 Uncabled Configuration

OPSM-020: The designed maintenance and operation interval for the coastal surface piercing profiler when operating in an uncabled configuration under battery power shall be seven months. [L4-CG-PR-RQ-73, L3-CG-RQ-496] (See note #8)

OPSM-022: The battery pack and other endurance-limiting parts on an uncabled Coastal Surface Piercing Profiler should be user-replaceable in the field without requiring the opening of a pressure housing. This is an objective. (See note #9) [L4-CG-PR-RQ-359]

DWG NO. 3310-00004	REV 3-01
Page 10 of 13	

4.3 Quality Requirements

4.3.1 Manufacturing

QUAL-001: The Coastal Surface Piercing Profiler shall be manufactured in accordance with the manufacturer's best practices. Records of quality assurance tests and inspections shall be available for review by the purchaser.

QUAL-003: The manufacturer of the Global Surface Piercing Profiler should have an ISO-9001:2008 certified Quality Management System. This is an objective.

4.3.2 Certificate of Compliance

QUAL-002: A certificate of compliance shall be provided with each delivered unit. The certificate of compliance shall be supported with copies of the Factory Acceptance Test report and calibration records for each sensor following integration into the unit.

4.4 Identification and Traceability Requirements

4.4.1 Coastal Surface Piercing Profiler Marking

IDNT-001: Coastal Surface Piercing Profiler shall be marked indelibly on an exterior surface. Marking shall include:

- Manufacturer's part number
- Unit serial number
- CGSN part number for the Coastal Surface Piercing Profiler:
 - P/N 3310-00004-00001 Uncabled Configuration (Series A)
 - P/N 3310-00004-00002 Cabled Configuration (Series B)

IDNT-003: Instruments shall be capable of being marked indelibly by OOI without damage to the instrument or housing.

4.4.2 Transportation Case Marking

IDNT-002: Coastal Surface Piercing Profiler transportation cases shall have external labels specifying safe handling precautions.

4.5 Handling, Packaging, Shipping, and Storage Requirements

4.5.1 Storage temperature

SHIP-001: Profiler shall be capable of being stored without damage or degradation between -20 and 50 °C for periods of up to 6 months. This is an objective.

DWG NO. 3310-00004	REV 3-01
Page 11 of 13	

4.5.2 Transportation environment

SHIP-002: The profiler, in its transportation case, must be capable of transport without damage or degradation during shipping conditions defined by ASTM D4169 truck assurance level 1.

4.5.3 Shipping

SHIP-003: Units shall be delivered with a reusable transportation case via commercial carrier to the address specified in the contract or purchase order.

5.0 Attachments

Coastal Surface Piercing Profiler Instrument List

6.0 Additional Information

Series A refers to the uncabled Coastal Surface Piercing Profiler implementations and series B refers to the cabled implementation.

- **Series A** will be deployed at the two Endurance Array Inshore sites (25 m depth), an Endurance Array Shelf site (80 m), the Inshore Pioneer Array site (95 m), and the Central Pioneer Array site (135 m).
- **Series B** will be deployed at a Shelf site on the Endurance Array (80 m). Refer to the reference documents in Section 3.1 for more information.

Notes

1. The 30 year return period extreme winds and waves in OOI's sites are 26.7 m/s and 14.0 m for OOI's Endurance sites and 27.7 m/s and 12.4 m for OOI's Pioneer sites.
2. The 100 year return period extreme winds and waves in OOI's sites are 28.0 m/s and 15.1 m for OOI's Endurance sites and 30.1 m/s and 14.1 m for OOI's Pioneer sites.
3. The cabled CSPP deployment depth will be 80 m with possible future expansion to a 150 m site.
4. The purpose of this acoustic modem would be to send commands to the profiler, such as "stay at the bottom" or "start a profile", and to query the status of the profiler while it is near the sea bed.
5. Each uncabled CSPP is to be designed to use Iridium as its primary telemetry system. However, each CSPP location will be near either a surface buoy or a shore station with a FreeWave antenna, so in the future OOI may want to use FreeWave for uncabled CSPP telemetry.

DWG NO. 3310-00004	REV 3-01
Page 12 of 13	

6. Exemplar ships include the R/V Elakha and R/V Connecticut.
7. The cabled profiler will be able to be unplugged from the undersea cabled only once a year. Portions of the profiler that can be serviced without affecting this connection may be serviced more often if objectives OBSM-021 and OBSM-022 are met.
8. The maintenance referred to in this specification will involve taking the CSPP and its sensors to shore for comprehensive refurbishment.
9. Fulfilling this objective along with the objective to be serviceable from a small ship (OBSM-021) may allow CSPPs to be serviced more often than every seven months (OBSM-022). An example of an endurance-limiting part is a cable that may wear out due to repeated use.
10. See the definitions of Series A for the deployment depths at each site.
11. Possible deployment/recovery ROVs include ROPOS and JASON.

DWG NO. 3310-00004	REV 3-01
Page 13 of 13	

Coastal Surface Piercing Profiler: Conformance Checklist

Offeror: _____

** Proposal conformance to the RFP should include, but not be limited to the following:*

Volumes Submitted (Per Section L.-1.1 i, 1))

Volume Name / #	Content		Submitted (Y/ N)
Volume 1	Technical Proposal		
Volume 2	Management		
Volume 3	Past Performance		
Volume 4	Cost / Price		

General

Section Reference	Requirement	Proposal Reference	Comments
A-1	Due dates for Offeror questions and Proposal submission		
L-2.2	Mail: One (1) signed original, two (2) hard copies, and two (2) electronic copies of each proposal volume on CDs		
A.2 and Attachment 2	Conformance Checklist requirement		
L-2.2	CD's labeled with volume identified		
L.-1.1 i, 3)	8 ½" x 11" paper with 1-inch margins around all edges, 12-font type		
L-9	Complete information for Offeror Points of Contact		
K	Signed Representations and Certifications		

Volume 1—Technical

Section Reference	Requirement	Proposal Reference	Comments
L-10.1	Technical specifications and technical characteristics for the Coastal Surface Piercing Profiler		
L-10.1	Completed Section L Enclosure 1 (Word version to complete is included in an attachment to this RFP)		
L-10.1	Completed Section L Enclosure 2 (Word version to complete is included in an attachment to this RFP)		

Coastal Surface Piercing Profiler: Conformance Checklist

Volume 2—Management

Section Reference	Requirement	Proposal Reference	Comments
L-10.1, Volume II	Provide a Management Plan, comprising parts A.-E, to include Technical Approach, Producibility Plan, Schedule, Maintenance and Refurbishment, Test/Quality Assurance system, and Ancillary Items.		
L-10.1, Volume II	Address lines of communication between contractor and OSU		
L-10.1, Volume II	Address corporate Resources to be devoted to this project		
L-10.1, Volume II	Describe how logistics, quality control, configuration control and risk will be managed.		

Volume 3—Past Performance

Section Reference	Requirement	Proposal Reference	Comments
L-10.1 Volume III	Complete Table L-1 for up to three relevant past contracts that demonstrate ability to perform to the proposed effort.		

Volume 4—Cost

Section Reference	Requirement	Proposal Reference	Comments
L-10.1 Volume IV	Narrative support for cost estimating methodology and system		
L-10.1 Volume IV	Provide current Forward Pricing Rate Agreement (FPRA) rates, historical rate info, and rate projections, as applicable		
L-10.1 Volume IV	Provide significant subcontractor labor and overhead rate information, if applicable		
L-10.1 Volume IV	Provide relevant cost assumptions		
L-10.1 Volume IV	Provide Bill of Materials in support of proposed material amounts		
L-10.1 Volume IV	Fill out Cost Breakdown sheets #1A-#3A		
L-10.1 Volume IV	Completed Section B-1 Table for proposed CPFF CLINs 0001 and 0002, and NTE CLIN 0003		
	Provide proof of financial stability, including documentation from past 2 fiscal years		

End of Checklist