

INFORMAL REQUEST FOR PROPOSAL
No. BT164132P

Naval Architect - Maximum Capability Document A Frame

April 11, 2013

Oregon State University (OSU) Procurement and Contract Services (PaCS) is seeking Responsive Responsible Proposers to create a Maximum Capability Document (MCD) to define the safe operating capabilities of overboard handling equipment for the A frame on the RV/Oceanus for the ship operations unit.

Interested vendors may respond in Writing and in accordance with the instructions in this Informal Request for Proposal (IRFP) no later than **May 20, 2013 at 2:00 PM**. OSU is an AA/EEO employer and encourages the submittal of responses from women, minority-owned and emerging small business enterprises.

If requested a voluntary site visit can be arranged at Newport ship operations dock as the ship is available. You may contact Don Weiner at 541-867-0217 to set up a time to visit.

If you have any questions regarding this IRFP, please contact me at the telephone or e-mail address indicated below.

Sincerely,



Bonnie Tufts
Procurement Analyst
Telephone: 541-737-7353
E-Mail: Bonnie.Tufts@oregonstate.edu

1.0 BACKGROUND

1.01 OREGON STATE UNIVERSITY:

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. OSU is a member of the Oregon University System and one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. OSU is also the only Oregon institution to hold the Carnegie Foundation's top ranking for research universities, in recognition of the depth and quality of OSU's graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, OSU has a presence in almost every one of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. OSU offers undergraduate, masters and doctoral degrees through 12 academic colleges enrolling more than 25,000 students from every county in Oregon, every state in the country and more than 90 nations.

1.02 BACKGROUND:

The purpose of a Maximum Capability Document (MCD) is to better align the safe operating capabilities of overboard handling equipment with operational practices. Appendix B (App B) of the University National Oceanographic Laboratory System (UNOLS) Research Vessel Safety Standards (RVSS) manual requires MCDs for all components of overboard handling equipment. For many components such as rigging hardware and blocks these documents will be provided by the manufacturer and may simply state a single value for the maximum load ("Maximum Permissible Tension" MPT) applicable to the use of that component. For more complex equipment, such as the frames and winches, the document will be more complex and will consider the allowed load geometry for the component and the structural strength of the component, as well as its foundations and the supporting structure of the ship. These documents may be similar in form and complexity to the operating manual and load charts for marine cranes. Requirements for MCD's are stated in Section B.5 – "Maximum Capability Document" of App B.

1.03 ADMINISTRATIVE CONTACT:

Name:	Bonnie Tufts
Title:	Procurement Analyst
Telephone:	541-737-7353
Fax:	541-737-2170
E-Mail:	Bonnie.Tufts@oregonstate.edu

1.04 DEFINITIONS:

As used in this Request for Proposal, the terms set forth below are defined as follows:

- a. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Request for Proposal.
- b. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- c. "Proposal" means an offer, binding on the Proposer and submitted in response to a Request for Proposal.
- d. "Proposer" means an entity that submits a Proposal in response to a Request for Proposal.
- e. "Proposal Due Date and Time" means the date and time specified in the Request for Proposal as the deadline for submitting Proposals.
- f. "Request for Proposal" (RFP) means a Solicitation Document to obtain Written, competitive Proposals to be used as a basis for making an acquisition or entering into a Contract when price will not necessarily be the predominant award criteria.
- g. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a Contract by meeting the applicable standards of responsibility outlined in OAR 580-061-0130.
- h. "Responsive" means a Proposal that has substantially complied in all material respects with the criteria outlined in the Request for Proposal.

- i. "Written or Writing" means letters, characters, and symbols inscribed on paper by hand, print, type, or other method of impression intended to represent or convey particular ideas or meanings.

1.05 REFERENCES:

- a. University-National Oceanographic Laboratory System (UNOLS) www.unols.org
- b. UNOLS Research Vessel Safety Committee (RVOC) www.unols.org/committees/rvoc/rvocsc.html
- c. UNOLS Research Vessel Safety Standards (RVSS) www.unols.org/publications/manuals/saf_stand/contents.htm
- d. Criteria for the Design and Operations of Overboard Handling Systems (App B. to the RVSS) http://www.unols.org/meetings/2012/Appendix_B/RVSS_AppB_promulgated_13Dec2011.pdf
- e. Oceanus Information and ship schedule <http://ceoas.oregonstate.edu/oceanus/>

2.0 CONTRACT

2.01 SAMPLE CONTRACT:

A sample Contract and contractual terms and conditions is included at Exhibit A.

3.0 PROPOSER QUALIFICATIONS / SCOPE OF WORK

3.01 SCOPE OF WORK

The deliverables from this project will be the documents fulfilling items D-G below. Development of the MCD will include:

- a. Communicating with OSU Ship Operations to identify intended uses of the equipment and other background information necessary in the development of the MCD.
- b. Reviewing existing equipment and ship documentation for needed information.
 - 1. Documentation on the A Frame is minimal. There are no original blueprints available as the A Frame was transferred over to Oceanus from another, older, ship whose records are no longer available. There are no blueprints of the structural modifications required to install the A Frame on Oceanus. OSU has a drawing (Exhibit C) from a recent Non-Destructive Testing (NDT) survey showing structural details of the frame but not of the foundation. The NDT survey was conducted in conjunction with weld repairs and refurbishment of lifting eyes. Overall the frame appears to be in good condition.
 - 2. Documentation (Exhibit D) detailing the design Safe Working Load (SWL) at 43,000 pounds and successful testing to 53,750 pounds. The A Frame was successfully tested in Feb 13 to 48,000 pounds with no evidence of distress.
- c. Identifying operational wire geometries on the vessel General Arrangement plans in discussion with the operator. These geometries shall include the possible locations of fixed and portable winches and various angles of wire due to towing or unanticipated events (i.e., equipment caught on the bottom).
- d. Developing "worst case" loading scenarios as defined UNOLS RVSS App B.
- e. Developing a Finite Element Analysis (FEA) or other structural model sufficient to analyze the worst-case load scenarios.
- f. Developing a test document in accordance with Section B.6.6 – Test Procedure and Recording of App B. Test document may be either the Preferred Testing Method or Alternative Testing Method as identified in Section B.6.4 and B.6.5.
- g. Based on the structural analysis, developing an MCD to include written description and diagrams of allowable wire geometries. Limits are to be in terms of Maximum Permissible Tension (MPT) per RVSS App B. App B terminology shall be used throughout. The MCD shall be provided in both written and electronic formats, a copy of FEA files or structural calculations shall be provided separately to support the documents and for future use should operating conditions change requiring modifications to the MCD.
- h. Sample MCD documents are included (Exhibit E) for your reference.

3.02 MINIMUM QUALIFICATIONS:

In order to qualify as a Responsive Proposer, the Proposer needs to meet the minimum qualifications below. After verification that the minimum qualifications have been met, OSU will award points based on the level of the Proposer’s qualifications.

- a. Proposer must have been an established business for a minimum of three (3) years providing the services required in this Request for Proposal.
- b. Registered Naval Architect or
- c. Registered Professional Engineer

3.02 PREFERRED QUALIFICATIONS:

OSU will award additional points for Proposers able to meet the preferred qualifications below.

- a. Proposer can supply a sample of similar MCD from previous work.
- b. Demonstrated knowledge of App B requirements.
- c. Experience with oceanographic research vessels, particularly those operated by UNOLS members.

4.0 REQUIRED SUBMITTALS & EVALUATION

4.01 REQUIRED SUBMITTALS:

Proposers should submit the following information:

- a. Description of how the goods or services offered specifically meet the required and preferred specifications described in section 2.
- b. Detailed information about how the Proposer meets the minimum and preferred qualifications detailed in section 3.
- c. Exhibit B, Pricing & Delivery, fully completed (the Oceanus schedule is available at <http://ceas.oregonstate.edu/oceanus/>)
- d. Exhibit F, Certifications, fully completed
- e. Exhibit G, References, fully completed

4.02 EVALUATION:

This is a multistage evaluation. OSU will first review all Proposals to determine Responsiveness. Proposals that do not comply with the instructions or are incomplete may be deemed non-Responsive. Proposer’s deemed non-Responsive will be notified in Writing, identifying the reason(s) the Proposal is non-Responsive. The evaluation committee will then perform first stage evaluations on the Written Proposals based on the following evaluation criteria. Points will be given in each criteria and a total score will be determined. The maximum points available for each criteria are identified below.

<u>Evaluation Criteria:</u>	<u>Points:</u>
Demonstrated knowledge of App B requirements,	20
Participation in Feb. 2012 UNOLS workshop	10
Experience w/oceanographic research vessels, particularly operated by UNOLS members.	20
Experience demonstrated by samples of previous MCDs	20
Proposed deliver schedule of MCD	15
Price	15
Total	100

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If OSU decides to move to a second stage evaluation, the highest ranked Proposers from the first stage evaluation will move to the second stage evaluation. Proposers who are included in the second stage evaluation may be requested to provide additional information about their Proposal through interviews, presentations, requests for best and final Proposals or other methods relevant to the goods or services, in order for the evaluation committee to make a final determination. Points awarded in the first stage

evaluation will not be carried to the second stage evaluation. Contract will be awarded to the Proposer who in OSU's opinion, best meets the requirements and qualifications of the IRFP and OSU's needs.

4.03 INVESTIGATION OF REFERENCES:

OSU reserves the right to investigate and to consider the references and the past performance of any Proposer with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. OSU further reserves the right to consider past performance, historical information and facts, whether gained from the Proposal, Proposer interviews, references, OSU or any other source in the evaluation process. OSU may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

5.0 INSTRUCTIONS TO PROPOSERS

5.01 APPLICABLE STATUTES AND RULES:

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

5.02 REQUEST FOR CLARIFICATION OR CHANGE:

Request for clarification or change of the Informal Request for Proposal must be in Writing and submitted to PaCS at least two (2) days before the Proposal Due Date and Time, unless specified otherwise herein. Such requests for clarification or change must include the reason for the Proposer's request. OSU will consider all timely requests and, if acceptable to OSU, amend the Informal Request for Proposal by issuing an Addendum. Envelopes, e-mails or faxes containing requests should be clearly marked as a Request for Clarification or Change and include the IRFP Number and Title.

5.03 ADDENDA

Only documents issued as Written Addenda by PaCS serve to change the IRFP in any way. No other direction received by the Proposer, written or verbal, serves to change the IRFP document. If you have received an Informal Request for Proposal you should consult PaCS, 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 Addendum into their final Proposal. Failure to do so may, in effect, make the Proposal non-Responsive, which may cause the Proposal to be rejected.

5.04 PREPARATION AND SIGNATURE:

Proposals should be Written and signed in ink by an authorized representative with authority to bind the Proposer. Signature certifies that the Proposer has read, fully understands, and agrees to be bound by the IRFP and all Exhibits and Addenda to the IRFP.

5.05 PUBLIC RECORD:

Upon completion of the Request for Proposal process, information in your Proposal will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.50 (2), may be exempt from disclosure. If a Proposal contains what the Proposer considers a "trade secret" the proposer must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

5.06 PROPOSAL SUBMISSION

Proposals should be submitted no later than the Proposal Due Date and Time. Envelopes, faxes, or e-mails containing Proposals should contain the IRFP No., IRFP Title and the Proposal Due Date and Time. Proposals may be mailed to Oregon State University, Procurement and Contract Services, 644 SW 13th Street, Corvallis, OR 97333-4238, faxed to (541) 737-2170 or e-mailed in PDF format to the individual identified on the first page of this IRFP.

5.07 PROPOSALS ARE OFFERS:

The Proposal is the Proposer's offer to enter into a Contract pursuant to the terms and conditions specified in the IRFP, its Exhibits, and Addenda. The offer is binding on the Proposer for one hundred twenty (120) days, unless otherwise specified herein. OSU's award of the Contract constitutes acceptance of the offer and binds the Proposer.

5.08 RIGHT TO REJECT:

OSU may reject, in whole or in part, any Proposal not in compliance with the IRFP, Exhibits, and Addenda. OSU may reject all Proposals if it is in the best interest of OSU to do so.

5.09 PROPOSAL PREPARATION COSTS:

OSU is not liable for costs incurred by the Proposer during the IRFP process.

5.10 AWARDS:

OSU reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof; on a geographical basis and/or on a statewide basis with one (1) or more suppliers. OSU reserves the right to delete any item from the contract when deemed to be in the best interest of OSU.

**EXHIBIT A
TERMS AND CONDITIONS / SAMPLE CONTRACT**

PERSONAL/PROFESSIONAL SERVICES CONTRACT (PPSC)

Department Contract # 164132

This Contract is entered into by and between the State of Oregon acting by and through its Board of Higher Education on behalf of Oregon State University (OSU/Institution) for its (Department) and (Contractor).

Whereas OSU has need of the services which Contractor is competent to provide; now therefore, in consideration of the sum not to exceed \$ to be paid at the rate of \$ /hour to Contractor by OSU, Contractor agrees to perform between date of last signature and , inclusive, the following personal and/or professional services:

Contractor shall not begin work until the Contract is signed by all parties listed below. Unless otherwise specified herein, OSU shall pay only for work performed. Contractor shall submit detailed invoice(s) for work performed to Department for payment. Invoices are paid according the OSU's standard payment terms which are Net 30 days from receipt of correct invoice.

The following attachments are incorporated by this reference and made a part of this contract: Attachment A, OUS Standard Contract Provisions and Attachment B; Attachment C; Other Attachments _____, _____, _____.

INSURANCE: the minimum limit is \$ Type required: CGL AUTO Professional

THIS CONTRACT SHALL BECOME EFFECTIVE AND BINDING UPON LAST SIGNATURE BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AS PROVIDED HEREIN.

OSU

CONTRACTOR

OSU Department Head Date
(Typed Name):

Signature Date

Typed Name:
Address:

OSU Contract Officer Date

Phone:
Banner Vendor ID No.:
U.S. Tax Identification No.:
Contractor is a: (Check One)
 Resident U.S. citizen
 Resident non-U.S. citizen (Green Card Holder)
 Non-U.S. citizen
 Partnership
 Corporation
 Contractor is also a minority group member

OSU VENDOR NO.	FORM PREPARED BY	PREPARER'S ADDRESS	DATE

INDEX CODE	ACCOUNT CODE	ACTIVITY CODE	PAYMENT AMOUNT

Place Bar Code Label Here	All payments and reimbursements made on this contract will be 1099-misc. reportable. Rev 11-/09
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ATTACHMENT A

DEPARTMENT OF HIGHER EDUCATION STANDARD PERSONAL/PROFESSIONAL SERVICES CONTRACT PROVISIONS

ACCEPTANCE OF WORK: will be determined by OSU. Contractor shall complete all work authorized by Department representatives, including deliverables to Department's satisfaction. If the Department, in its' sole discretion, determines that any or all of the work or deliverables, or both, are unacceptable, Contractor shall correct any such deficiencies to the satisfaction of the Department without further compensation.

ACCESS TO RECORDS: Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. The Oregon Board of Higher Education, Oregon Secretary of State, Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for three years from the date of contract expiration unless a shorter period is authorized in writing. Contractor is responsible for any audit discrepancies involving deviation from the terms of this Contract and for any commitments or expenditures in excess of amounts authorized by Institution.

ASSIGNMENT: Contractor shall not assign or transfer its interest nor delegate its obligation in this Contract without the express written consent of the Institution.

AVAILABILITY OF FUNDS: Institution certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of the Contract, or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period for the purpose of this Contract.

CAPTIONS: The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

COMPLIANCE WITH APPLICABLE LAW: Contractor agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Failure or neglect on the part of Contractor to comply with any or all such laws, ordinances, rules, and regulations shall not relieve Contractor of these obligations nor of the requirements of this Contract. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Fund from such contractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate Institution official may pay such claim to such payment. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to any unpaid claims.

CONFLICT OF INTEREST: Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

DUAL PAYMENT: Contractor shall not be compensated for work performed under this Contract from any other entity of the State of Oregon.

EXECUTION AND COUNTERPARTS: This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

GOVERNING LAW: This Contract shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between Institution and Contractor that arises out of or relates to performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Benton County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

HAZARD COMMUNICATION: Contractor shall notify Institution prior to using products containing hazardous chemicals to which Institution employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon Institution's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

INDEMNITY, RESPONSIBILITY FOR DAMAGES: Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this contract, or from any act, omission, or neglect of contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless the State of Oregon, the State Institution of Higher Education, the Institution, and their officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this contract.

INDEPENDENT CONTRACTOR STATUS: The service(s) to be rendered under this Contract are those of an independent contractor. Contractor is not to be considered an agent or employee of Institution for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that Institution provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract. If Contractor is providing personal services as an **individual**, (a) Contractor: (1) Is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment; (2) Will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance, or Public Employees Retirement System benefits from this Contract payment; (3) Is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and will not be under the direction and control of Institution; (4) Is not currently employed by the Federal Government and the amount charged does not exceed his normal charge for the type of service provided if payment is to be charged against Federal funds; (5) Is not a member of the Oregon Public Employees Retirement System; or (6) if a contributing member of the Oregon Public Employees Retirement System for which contributions to the retirement system must be withheld, Contractor's contribution to the retirement system will be withheld and a corresponding Institution contribution made; and (7) Must furnish Form IRS Form 8233 in duplicate with this Contract if Contractor is a non-resident alien and claims exemption from Federal Withholding tax. (b) The Oregon State Board of Higher Education, acting on behalf of Institution, will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

INSURANCE: Contractor shall secure at its own expense and keep in effect during the term of this Contract general liability insurance. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The State of Oregon, acting by and through the State Board of Higher Education on behalf of the Institution and their officers and employees shall be included as an additional insured in said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months.

NOTICES AND REPRESENTATIVES: All notices, certificates, or communications shall be delivered or mailed postage prepaid to the parties at their respective places of business as identified in the signature block of this Contract, unless otherwise designated in writing. Copies of such correspondence shall also be sent to all other Contract signatories.

OVERDUE PAYMENTS: Any charges claimed by the Contractor for payment of an overdue amount shall be in accordance with the provisions of ORS 293.462.

OWNERSHIP OF WORK PRODUCT: All work products or any form of property originated or prepared by Contractor which result from this Contract are the exclusive property of Institution.

PAYMENT: Invoices shall be paid in accordance with OSU's standard payment terms which are Net 30 days upon receipt of correct invoice.

TRAVEL: Contractor shall make its own travel arrangements in performance of the Contract. Travel expenses shall be subject to OSU's Travel Policy, travel reimbursement guidelines and Travel Reimbursement Rates. (<http://oregonstate.edu/dept/budgets/TRAMannual/TRATOC.htm>)

PUBLICATION: Contractor will not include the OSU name or trademarks in any advertising, sales, promotion, or other publicity matter without prior written approval of OSU.

SEVERABILITY: If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

SUBCONTRACTS AND ASSIGNMENTS: Contractor shall not enter into any subcontracts for any of the work scheduled under this Contract, or assign or transfer any of its interest in this Contract, without obtaining prior written approval from the Institution.

SUCCESSORS IN INTEREST: The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

TAX COMPLIANCE CERTIFICATION: Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(1), that to the best of Contractor's knowledge Contractor is not in violation of any Oregon tax laws named in ORS 305.380(4), including without limitation the state inheritance tax, gift tax, personal income tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue, including the Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and the Tri-Metropolitan District Self-Employment Tax.

TERMINATIONS: This Contract may be terminated at any time by mutual consent of both parties, or by either party upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. In addition, the Institution may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by the Institution, if (a) Federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; or (b) Any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed. This Contract may also be terminated by Institution for default (including breach of contract) if (a) Contractor fails to provide services or materials called for by this Contract within the time specified; or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from Institution, fails to correct such failures within ten days. The rights and remedies of Institution provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

TERMINATION DUE TO NONAPPROPRIATION OF FUNDS: If sufficient funds are not provided in future legislatively approved budgets of Institution (or from applicable Federal, state, or other sources) to permit Institution in the exercise of its reasonable administrative discretion to continue this Contract, or if Institution or program for which this Contract was executed is abolished, the Institution may terminate this Contract without further liability by giving Contractor not less than thirty (30) days notice. In determining the availability of funds from the Oregon Legislature for this Contract, Institution may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

FOREIGN CONTRACTOR: If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

FORCE MAJEURE: Neither Institution nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, Institution's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

WAIVER: The failure of Institution to enforce any provision of this Contract shall not constitute a waiver by Institution of that or any other provision.

APPROVALS: In some instances, another state agency may be required to approve this Contract before any work may commence under this Contract.

RECYCLING: In the performance of this Contract the Contractor shall use, to the maximum extent economically feasible, recycled paper.

WORKERS' COMPENSATION: All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

MERGER: THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**EXHIBIT B
PRICING & DELIVERY**

Price _____

Delivery schedule for final documents (No later than 8/1/2013) _____

VENDOR SIGNATURE:

By signature below the undersigned certifies that they are authorized to act on behalf of the quoter and will comply with all aspects of the quote herein.

COMPANY:

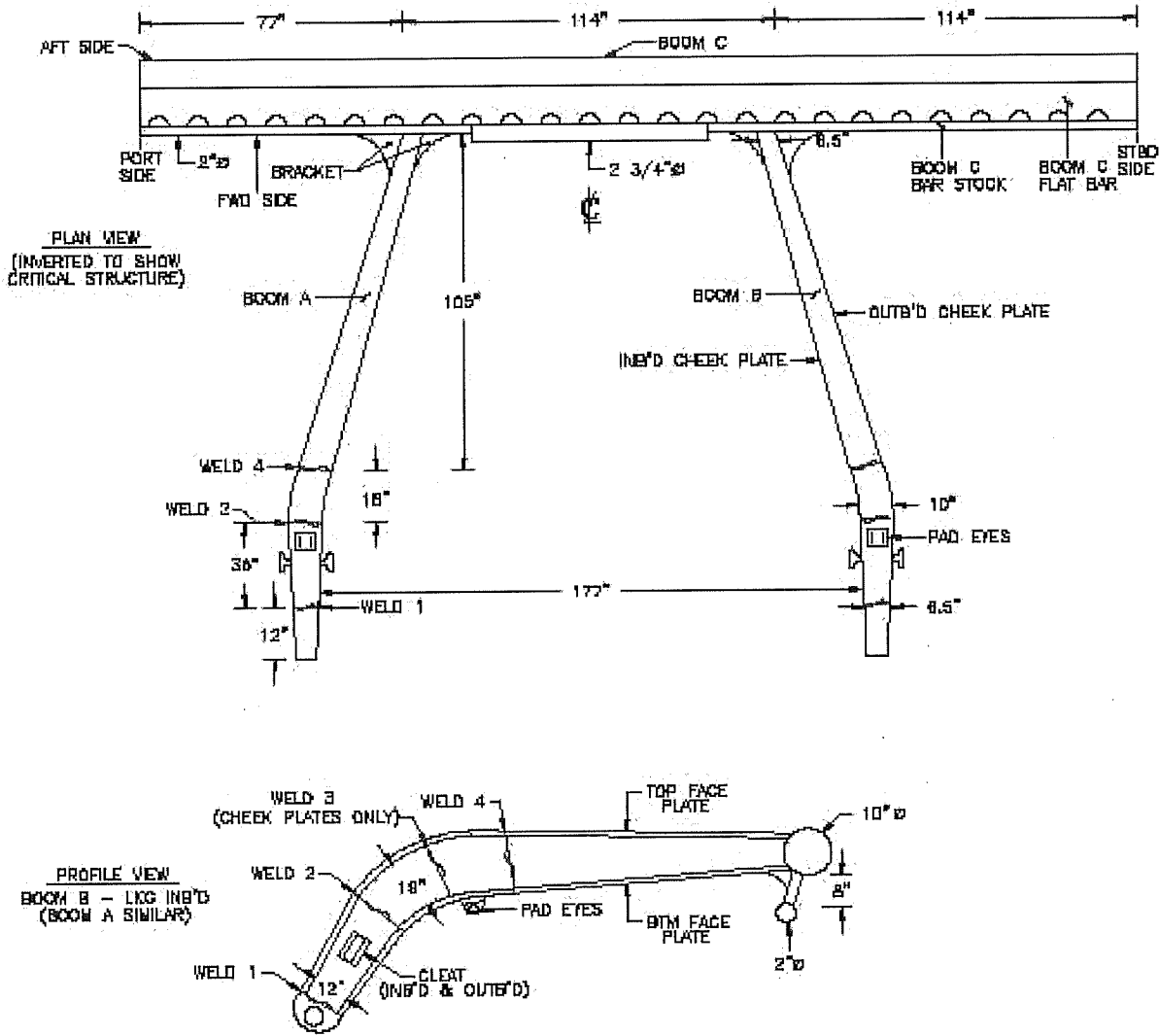
SIGNATURE:

NAME:

TITLE:

**EXHIBIT C
NDT SURVEY DRAWING**

INTERNATIONAL INSPECTION, INC.



NOTE:
MAGNETIC PARTICLE INSPECTIONS PERFORMED ON ALL WELDS 100%, EXCLUDING FACE PLATE TO CHEEK PLATE WELDS AND TOP FACE PLATE WELDS.
RESULTS NOTED IN ATTACHED DEFECT DATA SHEET.

NOMINAL THICKNESSES:
FACE PLATES = 1" PLT.
CHEEK PLATES = 3/8" PLT.
BOOM C = 3/8" x 10" PIPE
BOOM C FLAT BAR = 1-1/2" FB.
BOOM C BAR STOCK = AS NOTED.

VESSEL: **OCEANUS**

MAG PARTICLE INSPECTION, A-FRAME DAVIT
DESCRIPTION: LOOKING AS NOTED

DRAWN BY: T.KENT

JOB # PGB78

ENG # A-FRAME

14.3

DATE: FEBRUARY 6, 2013



Atlantic Dry Dock Corp.

8500 HECKSCHER DRIVE • JACKSONVILLE, FLORIDA 32226-2400 • (904) 251-3164

INSPECTION REPORT

Report : 010

Job Name: Oceanus Job Number: 1854 Owner: _____ Yard #: 702

Item Name: Weight Test Para #: _____

Specification:

3.01-A Completed a deadweight test on hydro boom at full extension with (11,500 lbs) at center of padeye plate for a period of (5) minutes. Test was satisfactory.

S.W.L. 11,900 #5

3.01-A Completed a deadweight test on A-frame at full extension with (57,500 lbs) at center of padeye plate for a period of (5) minutes. Test was satisfactory.

S.W.L. 40,000 #5

Recommendation:

For information purposes only.

Submitted By: RMH Date: 1/21/99
Richard Hawkins, Rigging Department

Comments:

Owner's Representative _____

Date _____

Fax Numbers:

Sales/Marketing
(904) 251-3500

Production
(904) 251-3200

Estimating
(904) 251-3300

Accounting
(904) 251-3400

Purchasing
(904) 251-3319



ACCREDITED BY NACCB, P.C., DAR AND RAB

MID-LIFE OVERHAUL - R/V OCEANUS

APPENDIX ITEM NO. A-7.7

TEST MEMO NO. 1002

LOAD TEST OF MODIFIED "A" FRAME

PURPOSE

The purpose of this test memo is to fully describe the test and procedure requirements for the modified "A" Frame on the R/V OCEANUS. The "A" Frame is to have a safe working load of 43,000 pounds. This test shall be a proof test of 1 1/2 times the SWL, an operating overload test of 1 1/4 times the SWL.

PROCEDURE

Inspect all components and welds prior to conducting the following tests. Do not proceed with the testing until all discrepancies are corrected.

NO LOAD TEST

Operate the "A" Frame with no load, in and out, for six cycles and note any discrepancies. Correct discrepancies if they will impair test; report all other discrepancies to Owner's Representative.

OVERLOAD TEST

Rig a test load of 53,750 pounds shoreside to a test wire. Make sure the "A" Frame is in the aft position. Run the wire through a suitable block, suspended from the "A" Frame, through a fairlead block on the aft end of the 01 deck and onto the traction unit of the Dynacon winch. Transfer the test load to the wire from a shoreside crane. Inspect all components and structure during testing.

MID-LIFE OVERHAUL - R/V OCEANUS

Note any discrepancies on this test memo.

After the successful testing of the "A" Frame, install an engraved stainless steel test plate on the leg of the "A" Frame with the inscription.

TEST LOADS: PROOF _____

SWL _____

DATE: _____

OVERLOAD _____ ACTIVITY: _____

EXHIBIT E
Sample MCD

MCD Example 1

STERN A-FRAME R/V **XXXXXXXXXXXX**

Maximum Capability Document

Manufactured By: **XXXXXXXXXXXX Reference Drawing Number: XXX-XXX Prepared**

By: [Company Name] [Engineer's Name/Stamp]

[Date]

1. Abbreviations

MCD **M**aximum **C**apability **D**ocument

MPT **M**aximum **P**ermissible **T**ension

NBL **N**ominal **B**reaking **L**oad

NSF **N**ational **S**cience **F**oundation

UNOLS **U**niversity-**N**ational **O**ceanographic **L**aboratory **S**ystem

2. Purpose

This document describes the general arrangement of the Stern A-frame installed onboard the vessel *R/V XXXXXX* and sets the Maximum Permissible Tensions (MPT) under the various operational loading conditions as required by the UNOLS RVSS, Appendix B. Operational conditions will include various A-frame positions, and load geometries.

This A-frame is intended for “Lifting and Towing, Deep Water” per Section B.3.5 of Appendix B.

The tension member employed over the frame is considered a component of the entire handling system and shall be used in accordance with Appendix A. The NBL of the tension member shall be less than the MPT for the given operation, or the maximum tension otherwise limited, as described below.

Likewise, all shackles, blocks, and science package capture devices attached to the A-frame are considered components and must have their MCD documents provided for full system evaluation.

3. General

3.1. Description

The stern A-frame is a steel constructed articulated framework used to launch, recover, and/or tow a wide variety of science packages from the ship’s main deck, over the transom and into the water. The actuation for the system is provided by hydraulically powered cylinders. The A-frame is designed to be used with the ship installed winch systems and temporary deck winches installed such that the load path of the tension member falls within the angular zone shown on Figures 2 through 5.

The clearances, range of motion, and structural stop positions of the A-frame is shown below in Figure 1. The normal range of motion extends from the inboard stop position #1 to either of the two outboard stop positions, #2 or #3. The A-frame is used for load handling only within the working range. The maintenance position is provided only to allow main deck access to the bolting flange and padeyes.

At the two outboard positions the A-frame can withstand up to 120,000 LBS (60 S.Tons) as illustrated in the diagrams below. The A-frame has a capacity of 30,000 LBS (15 S.Tons) throughout its luffing range. For loads higher than 30,000 LBS the Operator shall position the A-frame at one of the three stop positions for all over the side operations. These stops enable the A-frame structure to take up the load as opposed to the actuating cylinders.

3.2. Reference Documents

- 3.2.1. UNOLS Rope and Cable Safe Working Load Standards, Appendix A.
- 3.2.2. UNOLS Overboard Handling Systems Design Standards Criteria for the Design and Operations of Overboard Handling Systems, Appendix B.
- 3.2.3. A-frame General Arrangement Drawing. [REDACTED] drawing number xxx.
- 3.2.4. Shipboard installation General Arrangement Drawing. [REDACTED] Overseide Handling Arrangement Rev A drawing number 07096-714-01.
- 3.2.5. A-frame Companion Sheave and Shackle Installation Drawing. [REDACTED] drawing number xxx.

4. A-Frame Operational Requirements

- 4.1. For all heavy operations such as towing or coring where the cable tension will approach the MPT of the A-frame, the A-frame must be positioned at one of the three shown load positions, bearing against the structural stops.
- 4.2. When the A-frame is positioned on the stops, the Maximum Permissible Tension is XXX,XXX LBS (XX Tons) as shown in Figures 2 through 7.
- 4.3. When the A-frame is not positioned in the stops, the Maximum Permissible Line Tension at any time is 30,000 LBS (15 S. Tons).
- 4.4. If the A-frame is to be used with more than one tension member at one time, the user must consider the resultant loads of the combined NBLs of the wires and ensure that the sum of the NBLs is within the Maximum Allowable Tension of the A-frame in the position of interest.

5. A-Frame Operational Figures

- 5.1. Note that the MPTs for infeed and outfeed shown in Figures 2 through 4 apply to any position between the frame legs.
- 5.2. Note that the MPTs for infeed and outfeed shown in Figures 5 through 7 apply to the port and starboard padeyes.

Figure 1: A-Frame Geometry, Clearance Dimensions, Range of Motion

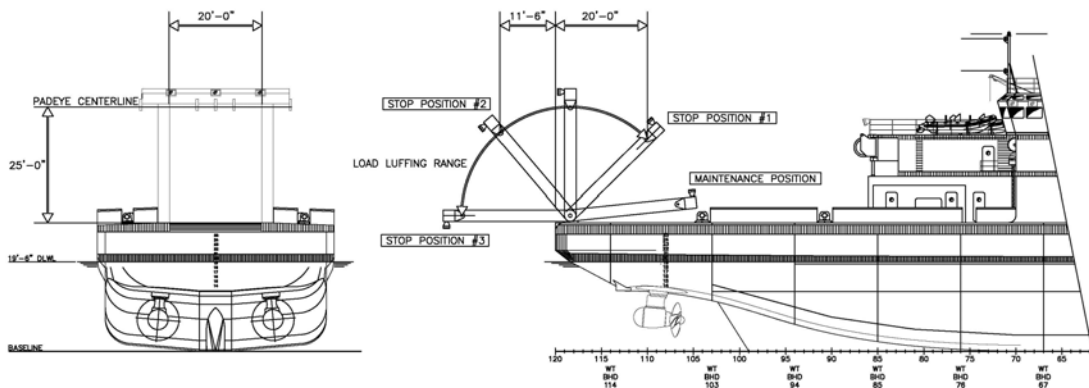


Figure 2: Frame in Inboard Stop Position #1

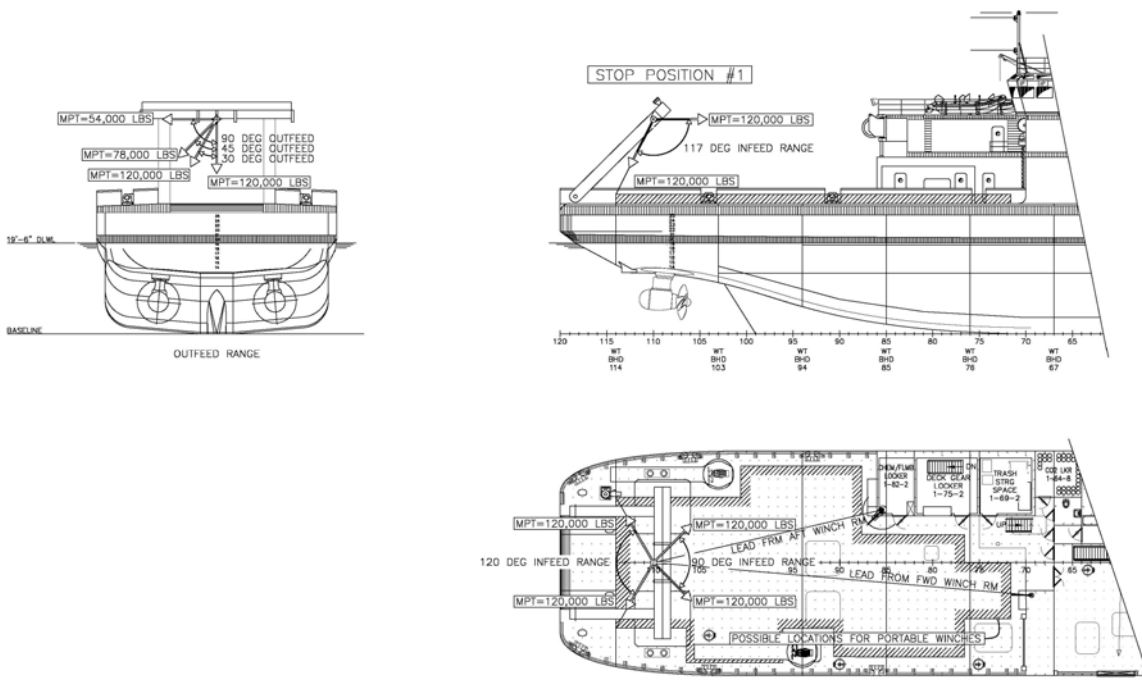


Figure 2: Frame in Inboard Stop Position #1

Figure 3: Frame in Outboard Stop Position #2

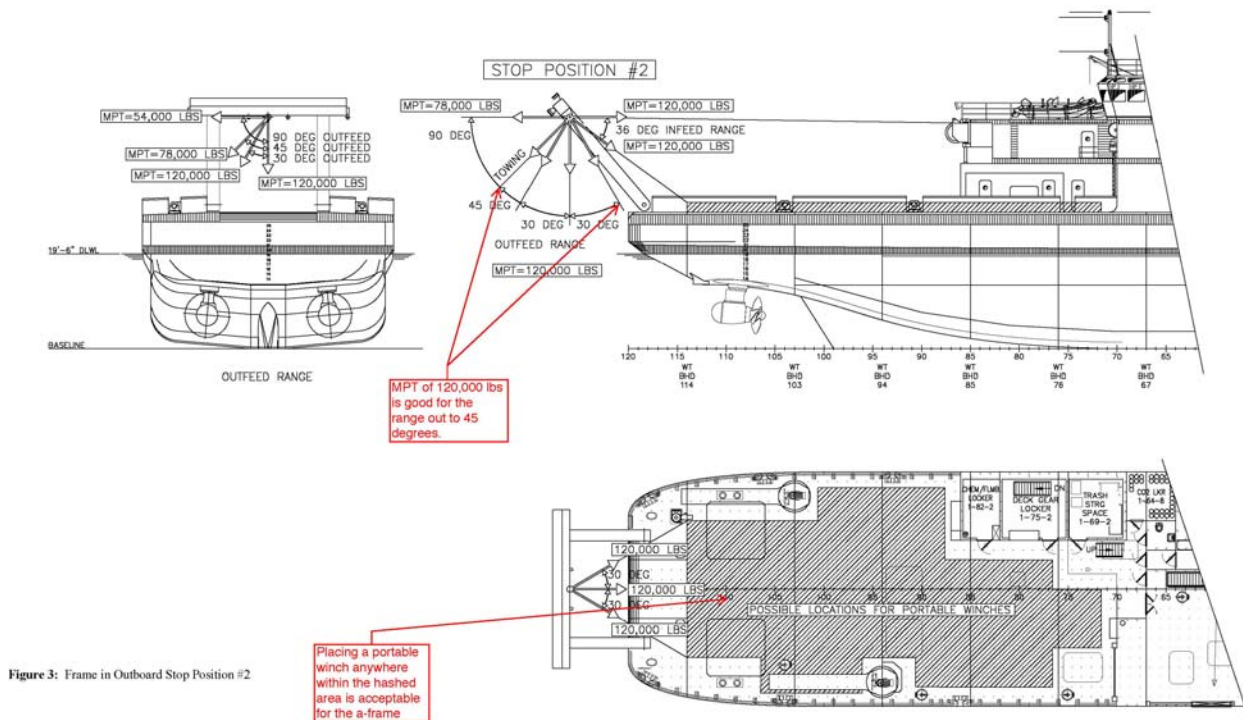


Figure 3: Frame in Outboard Stop Position #2

Figure 4: Frame in Outboard Stop Position #3

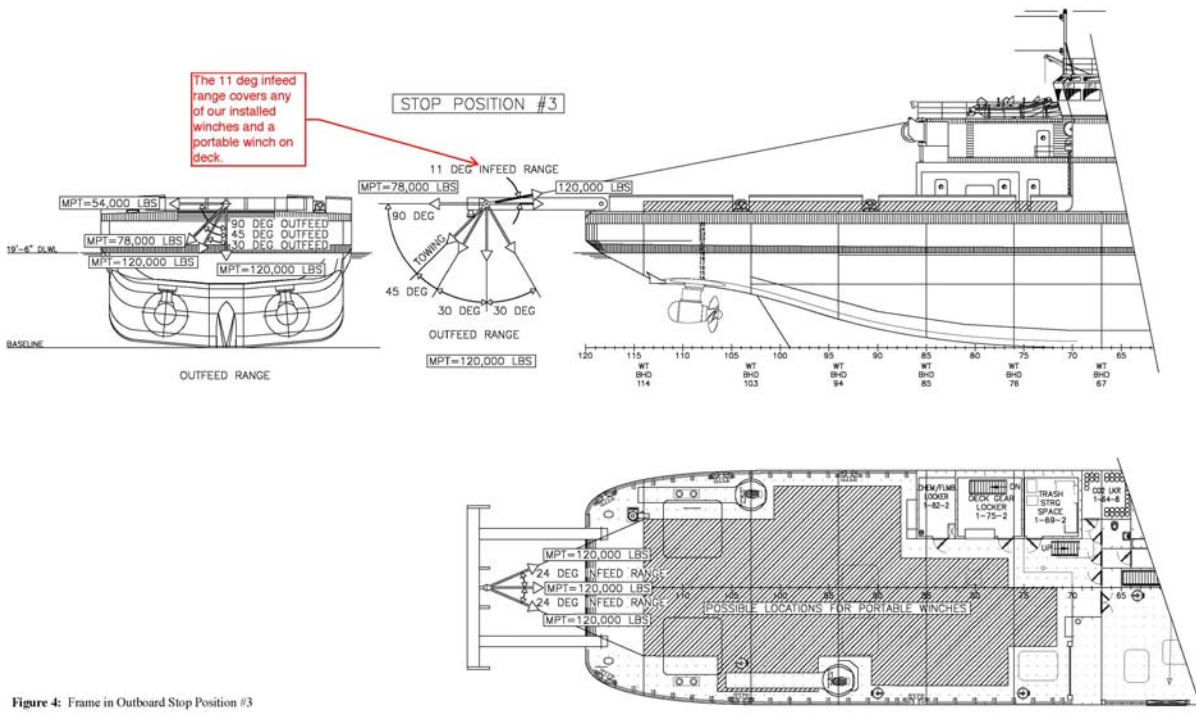


Figure 4: Frame in Outboard Stop Position #3

Figure 5: Frame in inboard stop position #1, outboard wing positions

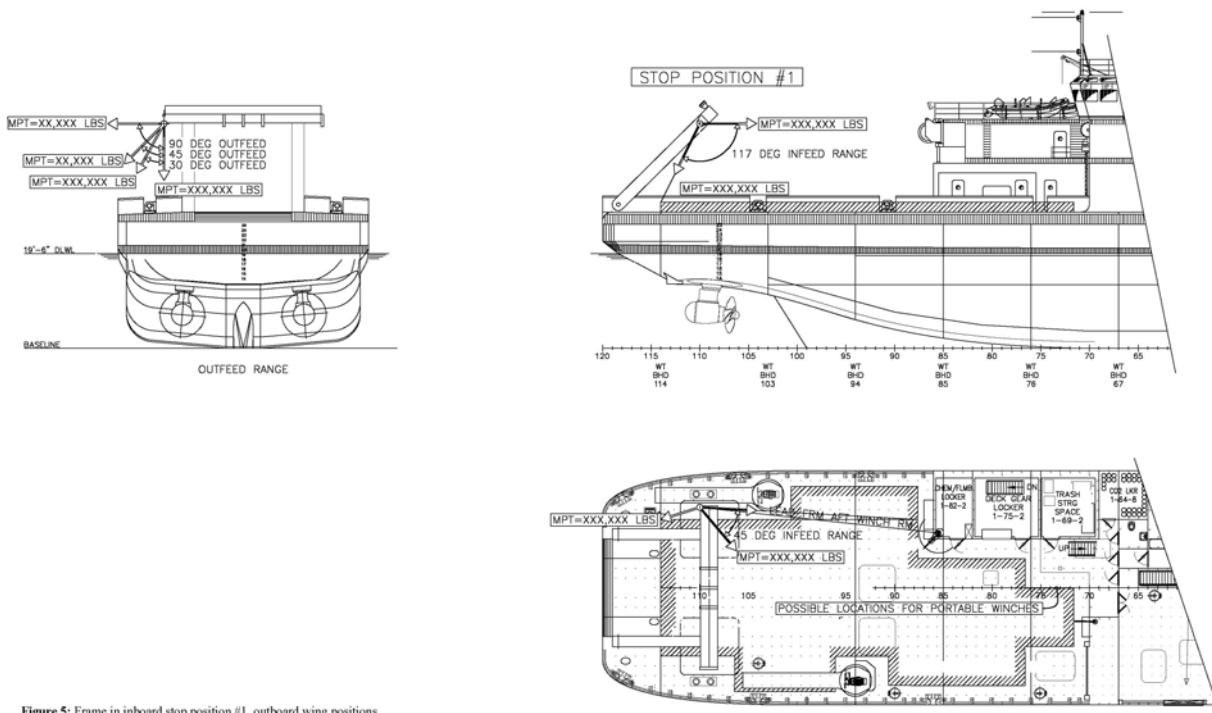


Figure 5: Frame in inboard stop position #1, outboard wing positions

Figure 6: Frame in outboard stop position #2, outboard wing positions

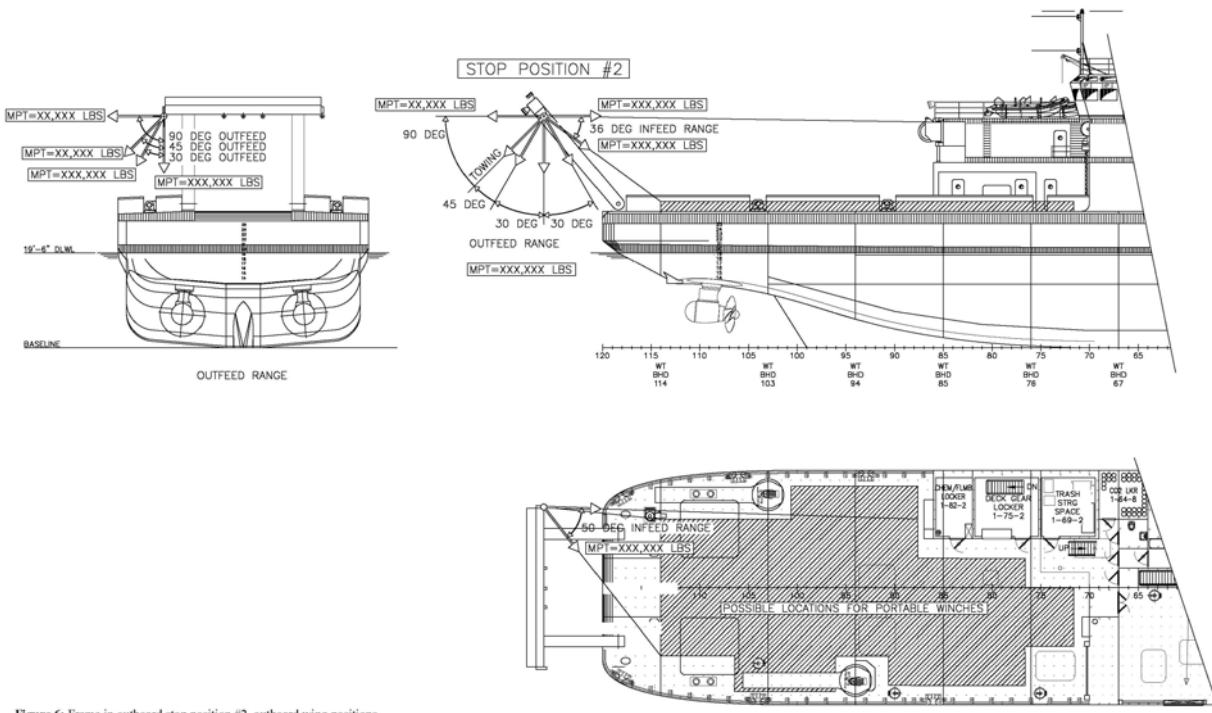


Figure 6: Frame in outboard stop position #2, outboard wing positions

Figure 7: Frame in outboard stop position #3, outboard wing position

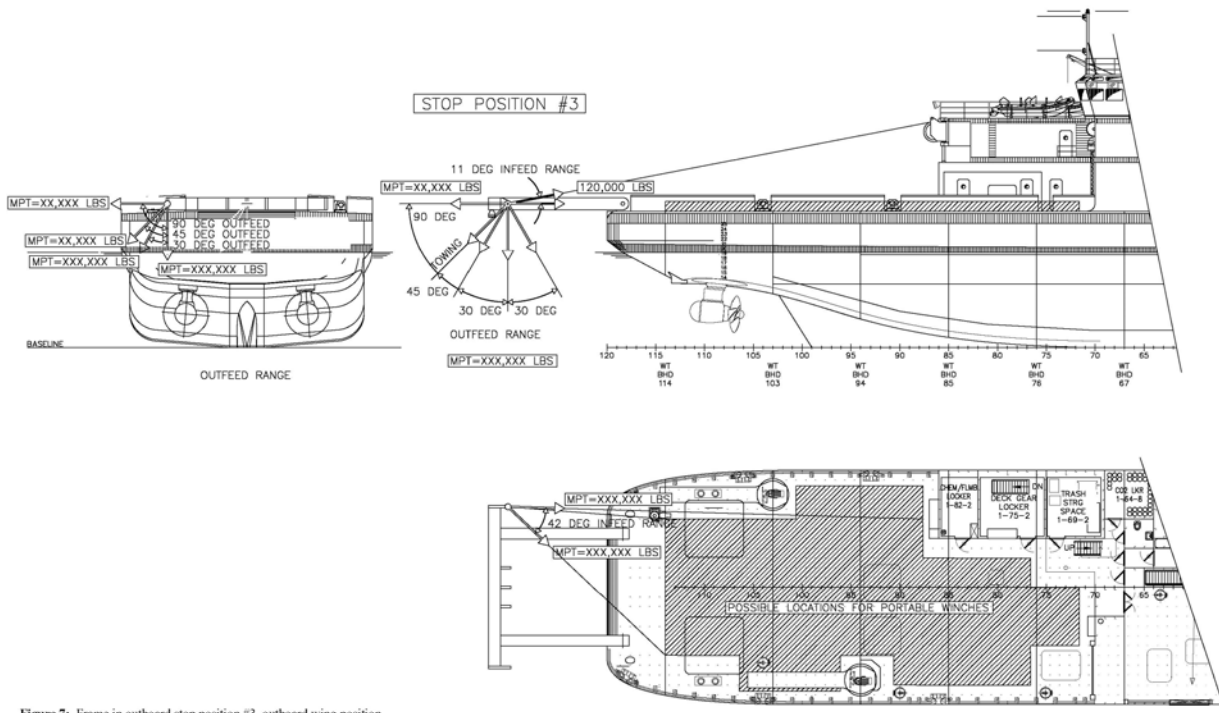


Figure 7: Frame in outboard stop position #3, outboard wing position

MCD Example 2
RV XXXXXXXXXX STERN A FRAME

Load Handling System Operational Limits

System Description:

The system includes the A frame on the stern of the RV XXXXXX, the supports at the stern it rests in, associated hydraulic cylinders and foundation, Overboarding sheave and winches as listed below.

Winches included:

Currently the system has only been analyzed considering the Port 01 deck winch. Hawboldt SPR2840/S. This winch is designed to be loaded with 1/4" (3x19), 1/2"(3x19), 0.322EM and 0.400 EM wires. (See tension limits below).

SYSTEM TENSION LIMIT:

THE SYSTEM MUST BE LIMITED TO A **MAXIMUM LINE TENSION OF 10,000 LBS** WHEN THE A FRAME IS SUPPORTED BY STERN SUPPORTS. THIS APPLIES TO TOWING AND VERTICAL LIFT OPERATIONS.

THE SYSTEM MUST BE LIMITED TO A **MAXIMUM LINE TENSION OF 5000 LBS** WHEN ROTATED BACK OVER THE DECK BY THE HYDRAULIC CYLINDERS.

Approved Geometry:

See attached Appendix for approved diagrams of winch location, wire reeving geometry and approved overboarding geometries.

Tension Limiting Options:

For Operations with A frame supported at Transom supports:

- 1) The limit can be met by using a wire rope with a Breaking Strength less than tension given above.
- 2) *Vessel is NOT equipped with auto render. If it were added to vessel – set render load to 10,000 lbs.*
- 3) Install calibrated weak link set to 10,000 lbs
- 4) Deploy at less than 75% of depth vessel is operating in and calculate a Maximum Anticipated Operating Load of less than 10,000 lbs. Include in calculation package weight, deployed wire weight , entrained water, dynamic drag. Multiply sum by 1.75 for dynamic factor.
- 5) *Not completed at this time. (Have naval architect calculate maximum potential tension the vessel can impart to wire in powered mode or anchored)*

For Operations where load is rotated inboard over deck with hydraulic cylinders:

Limit load (include package weight, wire weight and multiply by 1.75 dynamic factor) to 5000 lbs.

Calculations performed by:

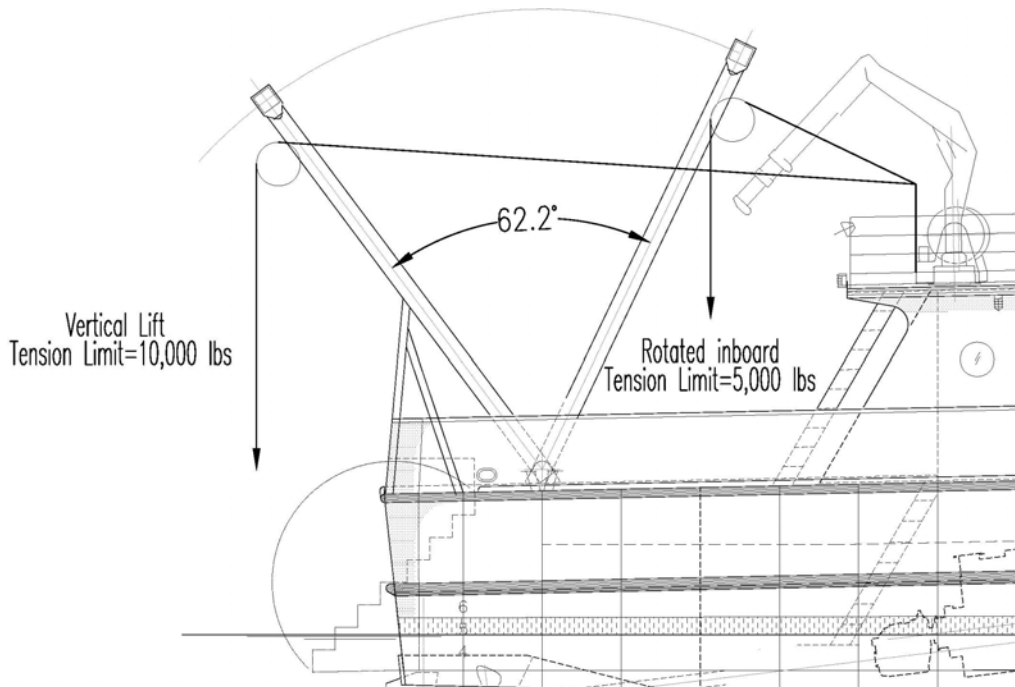
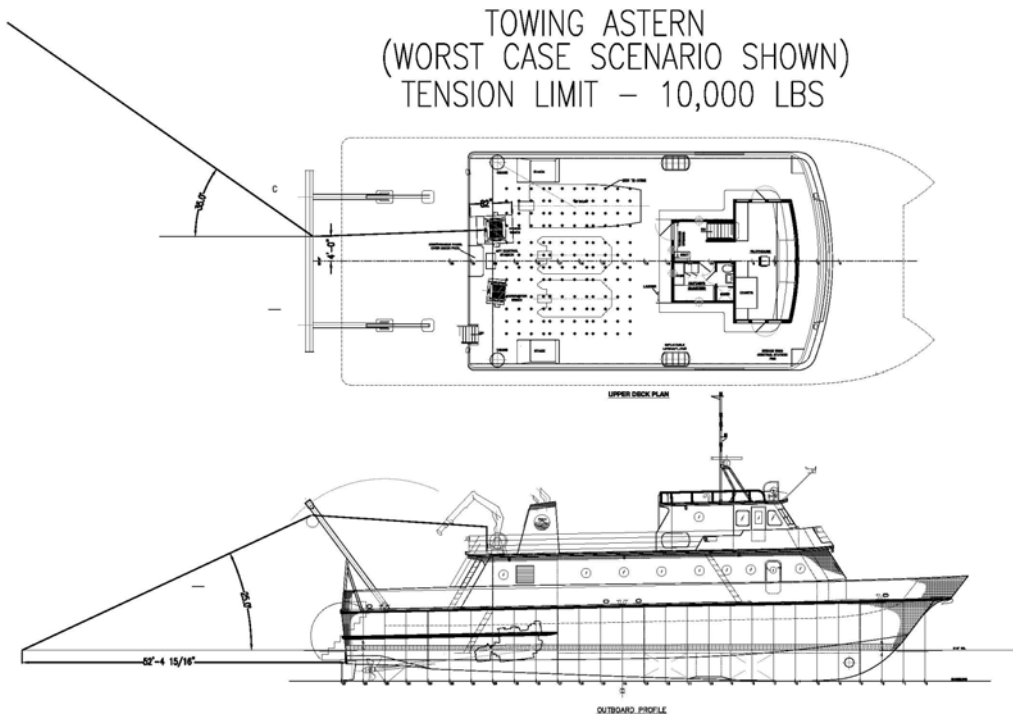
[REDACTED]

Warnings:

Do not exceed wire tension limits given in this document.

Any change to the system should be re-analyzed by a naval architect. Changes include modifications to the A frame itself (including sheave attachment points), change to the winch, new winch, change to the location of the winch, new wire geometry that does not match scenarios given in attachments.

Appendix Loading Diagrams



**EXHIBIT F
CERTIFICATIONS**

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

As required in ORS 305.385(6) the undersigned hereby certifies that to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber And Forestland Tax), 323 (Cigarettes And Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620. If a Contract is executed, this information will be reported to the Internal Revenue Service under the name and taxpayer I.D. number submitted below. Information not matching IRS records could subject Contractor to thirty one percent (31%) backup withholding.

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to OAR 580-061-0030 (3).

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Informal Request for Proposal and all Exhibits and Addenda to the Informal Request for Proposal; and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or Contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the Informal Request for Proposal and the Contract; and
4. Has provided a correct Federal Employer Identification Number or Social Security Number with Proposal.

SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS

If Proposer is awarded a Contract from this Informal Request for Proposal, Proposer hereby (check one)

- agrees
- disagrees

to offer the resulting contractual terms and prices to other public institutions.

Authorized Signature: _____ Date: _____

Name (Type or Print): _____ Telephone:(_____)_____

Title: _____ Fax:(_____)_____

FEIN ID# or SSN# (required): _____ Email: _____

Construction Contractors Board (CCB) License Number (if applicable): _____

Business Designation (check one):

- Corporation Partnership LLC Sole Proprietorship Non-Profit

Minority, Women & Emerging Small Business (MWESB) Certified Firm: Yes No

If yes, Minority, Women & Emerging Small Business (MWESB) Certification Number: _____

**EXHIBIT G
REFERENCES**

REFERENCE 1

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

REFERENCE 2

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

REFERENCE 3

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