



**REQUEST FOR PROPOSAL
No. JD185717P**

2017 DRYDOCK & REPAIR R/V OCEANUS

PROPOSAL DUE DATE AND TIME:
December 23, 2016 (3:00 PM, PT)

SUBMITTAL LOCATION:

Oregon State University
Procurement and Contract Services
644 SW 13th Avenue
Corvallis, Oregon 97333

OSU Procurement and Contract Services Offices are open from 8:00 am – 12:00 noon and 1:00 pm – 5:00 pm.
Offices are closed during the 12:00 noon – 1:00 pm lunch hour.

ELECTRONIC SUBMITTAL ADDRESS

bids@oregonstate.edu

INDEX

PAGE

1.0 GENERAL.....3

1.01 Schedule of Events.....3

1.02 Pre-Proposal Conference.....3

1.03 Issuing Office.....3

1.04 Administrative Contact.....3

1.05 Definitions.....3

2.0 INTRODUCTIONS AND BACKGROUND.....4

2.01 Introduction..... 4

2.02 Background.....4

2.03 Oregon State University.....4

3.0 STATEMENT OF WORK.....4

3.01 Sample Contract.....4

3.02 Detailed Specification of Work Items.....4

4.0 PROPOSER QUALIFICATION.....5

4.01 Minimum Qualifications.....5

4.02 Preferred Qualifications5

5.0 REQUIRED SUBMITTALS.....5

5.01 Quantity of Proposals.....5

5.02 Required Submittals.....5

5.03 Submittal Specifics.....6-7

6.0 EVALUATION.....7

6.01 Evaluation.....7-8

6.02 Evaluation Criteria.....8-9

6.03 Negotiations.....9

6.04 Investigation of References9

7.0 INSTRUCTIONS TO PROPOSERS.....9-12

EXHIBITS:

Exhibit A	Sample Contract	13
Exhibit A - Attachment 1	Detailed Specifications	33
Exhibit B	Certifications	71
Exhibit C	References	72
Exhibit D	Pricing	73-74

1.0 GENERAL

1.01 SCHEDULE OF EVENTS

- Issue Date DECEMBER 6th, 2016
- Pre-Proposal Conference and Ship Check DECEMBER 14th, 2016 (10:00 am, PT)
- Deadline for Requests for Clarification or Change DECEMBER 19th, 2016 (3:00 pm, PT)
- Proposal Due Date and Time DECEMBER 23rd, 2016 (3:00 pm, PT)

This Schedule of Events is subject to change. Any changes will be made through the issuance of Written Addenda.

1.02 PRE-PROPOSAL CONFERENCE

A voluntary Pre-Proposal Conference and Ship Check will be held on December 14th, 2016, 10:00 AM PT, at 2020 Marine Science Dr., Newport, Oregon 97365. If you are unable to attend in person but wish to call in, a teleconference number will be available. Please contact the Administrative Contact(s) listed in section 1.04 below for the teleconference number. Not participating will not impact a proposers' evaluation.

The vessel will be available for inspection during the Pre-Proposal Conference.

1.03 ISSUING OFFICE

The Procurement, Contracts, and Materials Management (PCMM) department of Oregon State University (OSU) is the issuing office and is the sole point of contact for this Request for Proposal. Address all concerns or questions regarding this Request for Proposal to the Administrative Contact identified below.

1.04 ADMINISTRATIVE CONTACT

ALTERNATE

Name:	Joshua Dodson	Ben Baggett
Title:	Procurement Contracts Officer	Procurement Contracts Officer
Telephone:	541-737-3572	541-737-2526
Fax:	541-737-2170	541-737-2170
E-Mail:	joshua.dodson@oregonstate.edu	benjamin.baggett@oregonstate.edu

1.05 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 OSU Standard 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.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION

Procurement and Contract Services is seeking Responsive Responsible Proposers to submit Proposals for the drydocking and repair of the research vessel R/V Oceanus. Proposals shall be evaluated based on the quality of work performed on other, similar projects, the facilities available to do the work, the planned schedule of the work and the ability to meet the schedule and budgetary constraints. OSU intends that this process results in a contract that provides quality work in a timely manner at a reasonable price.

2.02 BACKGROUND

Oceanus is a mid-sized research vessel designed for expeditions lasting two to four weeks. Oceanus accommodates a crew of 11 and a scientific party of 14 for up to 30 days at sea.

The principal dimensions of the vessel are:

Length Overall	177 feet
Beam	33 feet
Draft (full load)	17.5 feet
Displacement (full load)	960 long ton
Estimated maximum draft upon arrival at shipyard	16 feet
Estimated maximum displacement upon arrival at shipyard	1000 long ton

The vessel's hailing port is Newport, Oregon and is utilized by scientists and researchers conducting oceanographic research and education. The R/V Oceanus is managed by OSU Ship Operations, located adjacent to the Hatfield Marine Science Center in Newport.

Additional specifications/information can be found at

<http://www.shipops.oregonstate.edu/ops/oceanus/2017ShipyardDrawings>

2.03 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, a 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.

3.0 STATEMENT OF WORK

3.01 SAMPLE CONTRACT

A sample contract containing a statement of work and contractual terms and conditions is included at Exhibit A

3.02 DETAILED SPECIFICATION OF WORK ITEMS

Work item specifications are included as Attachment 1 in a separate attachment to this RFP. See document entitled 'Exhibit A - Attachment 1 – Detailed Specification of Work Items' for more details.

4.0 PROPOSER QUALIFICATIONS

4.01 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. Documented history of compliance with local, state and federal safety and environmental regulations and laws.
- b. Documented experience with managing state and/or federal contracts
- c. Documented history on the calibration and maintenance of ship lifting device (i.e. graving dock, lift, etc.)
- d. Documents examples of weights accommodated and dates for ship lifting device.

4.02 PREFERRED QUALIFICATIONS

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

- a. Documented history of successfully dry-docking research vessels.
- b. On-site shop facilities capable of addressing machining and fabrication needs.
- c. Reasonable access to the vessel for sub-contractors associated with the repair of the vessel.
- d. ISO 9001 certified organization.

5.0 REQUIRED SUBMITTALS

5.01 QUANTITY OF PROPOSAL

Submit one (1) electronic or hard copy via any of the methods detailed in the section below titled SUBMISSION. If submitting via hard copy, include one (1) electronic copy (PDF format) of Proposal on CD/DVD/flash drive. Proposals should contain original signatures on any pages where a signature is required (in the case of electronic submissions, either electronic signatures or scans of hand-signed pages should be included). Proposals should contain the submittals listed in this section below.

5.02 REQUIRED SUBMITTALS

It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. If pertinent information or required submittals are not included within the Proposal, it may cause the Proposal to be rejected or have an adverse impact on evaluation.

Proposers should submit the following information:

- Detailed information about how the Proposer can provide the requirements listed in Section 3.0; Exhibit A and Exhibit A – Attachment 1. Demonstrate an understanding of the contracted requirements.
- Detailed information about how the Proposer meets the minimum/preferred qualifications detailed in section 4. Most of the preferred will be answered by addressing the items below. Provide enough detail on minimum qualifications so determination of responsiveness can be made.
- Facilities (Section 5.03, 'Paragraph b' below)
- Timeline (Section 5.03, Paragraph 'c' below)
- Exhibit B: Certifications, fully completed.
- Exhibit C: References, fully completed
 - Past Performance and Investigation of References (see Section 5.03, Paragraph 'a' below)
- Exhibit D: Pricing, fully completed

5.03 SUBMITTAL SPECIFICS

a) Past Performance and Investigation of References:

All bidders shall submit at least three (3) references on Exhibit C. At least one reference shall be a public agency such as the U.S. Government (USCG, NOAA, Navy) or a State Agency such as the Alaska Marine Highway System, Washington State Ferries, University of Washington, University of California, Oregon State University, etc. References from agencies with oceanographic ships (NOAA, U of W, Scripps, etc.) are particularly desirable. These references shall have had one or more vessels in the bidder's facilities within the past five years undergoing routine drydocking/repair periods. The list of references shall include company/agency name, contact name, current phone number, mailing address, and e-mail address (if applicable). The name of the vessel and the year drydocked will be included as well. If applicable, it is allowable for bidders to list OSU as a reference.

OSU reserves the right to consider and evaluate references and comments from other customers who have used the proposer for drydock work, including OSU, as well as listed references provided by the proposers. The questions asked will be the following:

- i. Satisfaction with the overall quality of work performed on the vessel. Did the work meet established USCG, ABS and other regulatory agency criteria?
- ii. Did the shipyard demonstrate a commitment to safety on all jobs performed?
- iii. Did problems develop after the yard period and, if so, how were they dealt with?
- iv. Did the shipyard establish a schedule and follow it? Was the work completed on time?
- v. Did the shipyard provide written "Condition Found Reports" in a timely manner and with sufficient information for the owner's representative to make an informed decision on the scope of needed work?
- vi. Were the time and costs associated with unanticipated work "change orders" reasonable?
- vii. Were there any particularly noteworthy good or bad experiences with the shipyard?

The Evaluation Committee will attempt to contact each reference during normal OSU business hours (8:00am – 4:30pm PST). A maximum of three (3) attempts over a period of no more than five (5) working days will be made to contact each reference. If the three attempts are unsuccessful, the bidder will receive a "0" for that reference.

Up to five (5) additional points may be assigned accordingly if the bidder lists two or more public or state agencies and agencies with oceanographic ships (NOAA, U of W, Scripps, etc.) making for a possible total of 35 points for the Past Performance and References section.

b) Facilities:

All proposers shall submit a description of their facility including the size and capacity of the drydock to be used, length of clear pier space for alongside work, and depth of water between the nearest charted navigation channel and the proposer's drydock and piers. The dock must be capable of safely drydocking *R/V Oceanus* and there must be adequate water depth for the safe navigation of the vessel to/from the proposer's facilities as well as alongside the dock. OSU shall make the determination regarding criteria based on the information provided, other published information, and, if needed, a site visit

A yard with more than one drydock capable of hauling *R/V Oceanus* is preferable to a yard with only one. The availability of cranes, alongside pier space, shop space, etc. will also be considered.

A yard with good availability of trades and shops (e.g., electrical, pipefitting, etc.) either on the facility or through sub-contractors is preferable.

c) Timeline:

All bidders shall submit a schedule showing the beginning and completion dates of each item in the detailed specifications. This timeline must be within the available shipyard period stated in the attached sample contract, Exhibit A, section 2, Paragraph B 'Vessel Availability.'

The schedule should allow “slack” for possible additional work (e.g., drydocking and items such as pulling the tail shaft, inspecting the bow thruster, etc. should be early in the period so additional work, if required, can be accommodated without lengthening the overall repair period.)

The schedule should indicate a good understanding of the scope of work for each item.

The schedule should clearly separate items (e.g., mechanical prep and painting of the hull versus pulling the tail shaft) which can't be performed at the same time.

The schedule should be flexible to accommodate weather conditions (e.g. rain and freezing weather) which may interfere with some activities

6.0 EVALUATION

6.01 EVALUATION

The stages of review and evaluation are as follows:

a. Determination of Responsiveness:

OSU will first review all Proposals to determine Responsiveness. Proposals that do not comply with the instructions, that are materially incomplete, that do not meet the minimum requirements, or that are submitted by Proposers who does not meet minimum qualifications may be deemed non-Responsive. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. A Proposer has the right to appeal the decision pursuant to OSU Standard 580-061-130(5).

b. First Stage Evaluation:

Those Proposals determined to be Responsive will be evaluated using the required submittals. Proposals will be scored based on the evaluation criteria listed below. Scores will be used to determine Proposers within a competitive range. The competitive range will be made of Proposers whose individual scores, when viewed together, form a group of the highest ranked Proposers above a natural break in the scores.

OSU reserves the right to ask follow-up questions of Proposers during first stage evaluations. The questions will be for the purpose of clarification of information already contained in submittals and not be an opportunity to submit additional documentation or change existing documentation.

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If this option is selected, Written notice of intent to award the Contract to the highest ranked Proposer will be provided to all Responsive Proposers, or an award may be made directly without notice of intent in those instances of a single Responsive Proposer.

c. Second Stage Evaluation:

If award is not made after the first stage evaluation, OSU may choose any of the following methods in which to proceed:

- i. Issue a Written invitation to Proposers within the competitive range requesting an interview, presentation, site visit or any other evaluative method that is relevant to the goods or services solicited in the Request for Proposal. Written invitations will contain the evaluation criteria and scoring that will be used by the evaluation committee.
- ii. Engage in oral or Written discussions with and receive best and final Proposals from all Proposers in the Competitive Range or all Proposers submitting Responsive Proposals. Discussions may be conducted for the following purposes:
 - Informing Proposers of deficiencies in their initial Proposals;

- Notifying Proposers of parts of their Proposals for which OSU would like additional information; or
- Otherwise allowing Proposers to develop revised Proposals that will allow OSU to obtain the best Proposal based on the requirements set forth in this Request for Proposal.

The conditions, terms, or price of the Proposal may be altered or otherwise changed during the course of the discussions provided the changes are within the scope of the Request for Proposal. Best and final Proposals will be scored based on the evaluation criteria listed below.

Points awarded in the first stage evaluation will not be carried to the second stage evaluation. If a second stage evaluation of all Proposers does not produce an award that is in OSU's best interest, OSU may return to the first stage evaluation to advance additional Proposers to a second stage evaluation.

d. Additional Stages of Evaluation:

If after completion of the second stage of evaluation, an award is not made, OSU may add another stage of evaluation using any of the methods outlined in the second stage evaluation above.

6.02 EVALUATION CRITERIA

Points will be given in each criteria and a total score will be determined. The maximum points available for each criterion are identified below.

<u>Evaluation Criteria</u>	<u>Points</u>
Detailed information about how the Proposer meets the qualifications detailed in Section 4 and information demonstrating a thorough understanding of Section 3.0, Exhibit A & Exhibit A-Attachment 1	25
Exhibit C – References, Section 5.03 - Paragraph a 'Past Performance and References'	35
Section 5.03 - Paragraph b 'Facilities'	25
Section 5.03 - Paragraph c 'Timeline'	35
Exhibit D – Pricing	100
Total	220

The proposer who proposes the lowest total cost to OSU will receive the maximum amount of price points (100 points). Proposers whose total cost is higher than the lowest will receive a fewer number of price points in a relational manner as described below:

Example of Pricing Points Calculation:

- Proposer A's cost is found to be \$275.00 (the lowest).
Proposer A is awarded 100 Price Points
- Proposer B's cost total is found to be \$302.00
Proposer B is awarded 91 Price Points (275/302 X 100)
- Proposer C's cost total is found to be \$351.00
Proposer C is awarded 78 Price Points (275/351 X 100)
- Proposer D's cost total is found to be \$388.00
Proposer D is awarded 71 Price Points (275/388 X 100)

6.03 NEGOTIATIONS

OSU may commence serial negotiations with the highest-ranked Proposer or commence simultaneous negotiations with all eligible Proposers. OSU may negotiate:

- a. The statement of work;
- b. The Contract price as it is affected by negotiating the statement of work; and

- c. Any other terms and conditions determined by OSU in its sole discretion to be reasonably related to those expressly authorized for negotiation. Accordingly, Proposers will not submit and OSU will not accept for negotiation, any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation.

OSU reserves the right to fall back to the second highest rated proposal if negotiations with the highest rated proposer fail to reach an acceptable conclusion.

6.04 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.

7.0 INSTRUCTIONS TO PROPOSERS

7.01 APPLICABLE STATUTES AND RULES

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

7.02 MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Proposers may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate in the proposal form the manufacturers' name and number. Proposers shall submit with their proposal, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposers shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the RFP.

7.03 REQUESTS FOR CLARIFICATION OR CHANGE

Requests for clarification or change of the Request for Proposal must be in Writing and received by the Administrative Contact no later than the Deadline for Request for Clarification or Change as specified in the Schedule of Events. 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 Request for Proposal by issuing an Addendum. Envelopes, e-mails or faxes containing requests must be clearly marked as a Request for Clarification or Change and include the RFP Number and Title.

7.04 ADDENDA

Only documents issued as Written Addenda by PCMM 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 Proposal. Addenda will be publicized on the OSU procurement website. Proposers are advised to consult the OSU procurement website prior to submitting a Proposal in order to ensure that all relevant Addenda have been incorporated into the Proposal. Proposers are not required to submit Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by Addenda into their Proposal. Failure to do so may make the Proposal non-Responsive, which in turn may cause the Proposal to be rejected.

7.05 PREPARATION AND SIGNATURE

All Required Submittals must be Written or prepared in ink 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 Request for Proposal and all Exhibits and Addenda to the Request for Proposal.

7.06 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 192.501(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.

7.07 SUBMISSION

Proposals must be received in the PCMM office no later than the Proposal Due Date and Time; it is the Proposer's responsibility to ensure that the Proposal is received prior to the Proposal Due Date and Time indicated in this RFP, regardless of the method used to submit the Proposal. Proposals may be submitted via the following method(s):

- 1) Electronic copy in PDF format included as attachment(s) in an e-mail sent to bids@oregonstate.edu. The e-mail subject line should contain the RFP No. and RFP title. Only those Proposals received at this e-mail address by the Due Date and Time will be considered Responsive; do not e-mail a copy of the Proposal to any other e-mail address. Proposals submitted directly to the Administrative Contact e-mail address will NOT be considered Responsive. It is highly recommended that the Proposer confirms receipt of the email with the Administrative Contact noted above or by calling 541-737-4261. The Administrative Contact may open the e-mail to confirm receipt but will NOT verify the integrity of the attachment(s), answer questions related to the content of the Proposal, or address the overall Responsiveness of the Proposal.
- 2) Hard copy in a sealed package or envelope dropped off in person or delivered to the submittal location listed on the Request for Proposal cover sheet. The package or envelope should be addressed to the Administrative Contact. It is highly recommended that the Proposer confirms receipt of the Proposal with the Administrative Contact prior to the Proposal Due Date and Time.

7.08 MODIFICATION

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.

7.09 WITHDRAWALS

A Proposer may withdraw their Proposal by submitting a Written notice to the Administrative Contact identified in this Request for Proposal prior to the Proposal Due Date and Time. The Written notice must be on the Proposer's letterhead and signed by an authorized representative of the Proposer. The Proposer, or authorized representative of the Proposer, may also withdraw their Proposal in person prior to the Proposal Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Proposal satisfactory to OSU.

7.10 LATE SUBMITTALS

Proposals and Written notices of modification or withdrawal must be received no later than the Proposal Due Date and Time (in the case of electronic submissions, the time/date stamp of the email received at the PCMM office must be no later than the Proposal Due Date and Time). OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OSU Standard 580-061-0120. Sole

responsibility rests with the Proposer to ensure OSU's receipt of its Proposal prior to the Proposal Due Date and Time. OSU shall not be responsible for any delays or mis-deliveries caused by common carriers or by transmission errors, malfunctions, or electronic delays. Any risks associated with physical delivery or electronic transmission of the Proposal are borne by the Proposer.

7.11 PROPOSAL OPENING

Proposals will be opened immediately following the Proposal Due Date and Time at the Submittal Location. Proposer may attend the Proposal opening. Only the names of the Proposers submitting Proposals will be announced. No other information regarding the content of the Proposals will be available.

7.12 PROPOSALS ARE OFFERS

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

7.13 CONTINGENT PROPOSALS

Proposer shall not make its Proposal contingent upon OSU's acceptance of specifications or contract terms that conflict with or are in addition to those in the Request for Proposal, its Exhibits, or Addenda.

7.14 RIGHT TO REJECT

OSU may reject, in whole or in part, any Proposal not in compliance with the Request for Proposal, Exhibits, or Addenda, if upon OSU's Written finding that it is in the public interest to do so. OSU may reject all Proposals for good cause, if upon OSU's Written finding that it is in the public interest to do so. Notification of rejection of all Proposals, along with the good cause justification and finding of public interest, will be sent to all who submitted a Proposal.

7.15 AWARDS

OSU reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. OSU reserves the right to delete any item from the award when deemed to be in the best interest of OSU.

7.16 LEGAL REVIEW

Prior to execution of any Contract resulting from this Request for Proposal, the Contract may be reviewed by a qualified attorney for OSU pursuant to the applicable Oregon State University Standards, Oregon Revised Statutes and Oregon Administrative Rules. Legal review may result in changes to the terms and conditions specified in the Request for Proposal, Exhibits, and Addenda.

7.17 PROPOSAL RESULTS

A Written notice of intent to award will be issued to all Proposers. The Proposal file will be available for Proposer's review during the protest period at the PCMM Department. Proposers must make an appointment with the Administrative Contact to view the Proposal file. After the protest period, the file will be available by making a Public Records Request to OSU Office of General Counsel.

7.18 PROPOSAL PREPARATION COST

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

7.19 PROPOSAL CANCELLATION

If a Request for Proposal is cancelled prior to the Proposal Due Date and Time, all Proposals that may have already been received will be returned to the Proposers. If a Request for Proposal is cancelled after the Proposal Due Date and Time or all Proposals are rejected, the Proposals received will be retained and become part of OSU's permanent Proposal file.

7.20 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD

Any Proposer who feels adversely affected or aggrieved may submit a protest within three (3) business days after OSU issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the Request for Proposal number and title. The rules governing protests are at OSU Standard 580-061-0145.

7.21 COMMUNICATIONS DURING RFP PROCESS

In order to ensure a fair and competitive environment, direct communication between OSU employees other than the Administrative Contact or other PCMM representative and any party in a position to create an unfair advantage to Proposer or disadvantage to other Proposers with respect to the RFP process or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the solicitation and for Proposer(s) not selected for award ends with the conclusion of the protest period identified in OSU Standard 580-061-0145(3) and for Proposers(s) selected for award ends with the contract execution. This restriction does not apply to communications to other OSU employees during a Pre-Proposal conference or other situation where the Administrative Contact has expressly authorized direct communications with other staff. A Proposer who intentionally violates this requirement of the RFP process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Proposal rejected due to failing to comply with all prescribed solicitation procedures. The rules governing rejection of individual solicitation responses and potential appeals of such rejections are at OSU Standard 580-061-0130.

EXHIBIT A
SAMPLE CONTRACT/STATEMENT OF WORK

This Contract is between Oregon State University for its Ship Operations Department ("OSU"), and [Contractor's name] ("Contractor").

WHEREAS, OSU competitively solicited for the services outlined in this Contract under Request for Proposal number JD185717P entitled 2017 DRYDOCK & REPAIR R/V OCEANUS and Contractor was selected as the Proposer best able to provide this service; and

WHEREAS, Contractor understands the requirements for the services outlined in this Contract, and is willing and able to provide, in accordance with the terms of this Contract, the services;

NOW, THEREFORE, OSU and Contractor agree as follows:

1. DEFINITIONS:

"Change Order" means a written formal consent by Owner on an agreed upon standard Change Order form signed by authorized representatives of both parties that allows for a change, deviation, or addition to Exhibit A inclusive of Attachment A.

"Contract" means the entire written agreement between the parties, including but not limited to the Request for Proposal ("RFP") JD185717P and its specifications, terms and conditions; solicitation addenda and contract amendments, if any.

"Contractor" means a person or organization with whom OSU has contracted for the provision of services pursuant to this Contract.

"Contractor Coordinator" means the Contractor appointed designee responsible for acting on behalf of the Contractor to represent all trades and activities for which the Contractor is responsible. This person shall act on behalf of and as an agent of the Contractor

"Contracting Officer" means the OSU representative with authority to bind the university to additional cost obligations and execute changes to the contract.

"Days" means calendar days.

"Owner" means OSU Ship Operations. While the National Science Foundation holds title to the R/V Oceanus, OSU Ship Operations acts as steward and manages the operation of, scheduling, maintenance, and home port.

"PCMM" means the Procurement, Contracts, and Materials Management department at OSU

"Stop Work" means halting any current or ongoing progress of work due to poor workmanship or unsafe working conditions.

2. CONTRACT TERM, VESSEL AVAILABILITY, TERMINATION, REMEDY FOR DEFAULT:

A. CONTRACT TERM

The effective date of the Contract will be the date of the latest signature upon the Contract. The Contract term shall be considered complete when Owner's Representative provides written authorization of Contract project completion to the Contract Officer and the Contractor.

B. VESSEL AVAILABILITY

The vessel will be available at to depart Newport, OR on, or about, January 11th, 2017 for delivery to a shipyard by the Owner. Work shall commence upon arrival at the Contractor's facility and be must be completed, including necessary dock and sea trials per the timeline agreed upon in writing by the Owner and the Contractor (Owner estimates a four (4) week timeline). The completion of work date shall be established by the yard at least two weeks in advance of the sea trial and/or completion date to allow time for OSU to assemble the necessary crew.

C. TERMINATION.

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

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

D. REMEDIES FOR CONTRACTOR'S DEFAULT.

In the event Contractor is in default (which includes without limitation, incomplete services), OSU may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to: (a) rejection of the services, (b) requiring Contractor to correct any defects without charge, (c) negotiation with Contractor to sell the services to OSU at a reduced price, (d) termination of the Contract, (e) withholding all moneys due for the services Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

E. ACCEPTANCE OF SERVICES

Services furnished under this Contract are subject to acceptance by OSU. If OSU finds services furnished to be incomplete or not in compliance with the Contract, OSU, at its sole discretion, may either reject the services, require Contractor to correct any defects without charge, or negotiate with Contractor to reduce the price, whichever OSU deems appropriate under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by OSU, OSU may pursue any of the remedies for Contractor's default detailed in that Section above.

3. COMPENSATION

The total amount available for payment to Contractor and for authorized reimbursement to Contractor is \$[insert total amount of contract].

A. METHOD OF PAYMENT FOR SERVICES.

Applications for payment may be made every other week. Payment will be based on latest accepted progress schedule. Within 30-45 days after receipt of application for payment for work completed, certified by the Owner's Representative, OSU will make partial payment to the Contractor, but OSU shall retain a sum equal to 5 percent for each application for payment. Said amount may be retained for the benefit of OSU including any claims, liquidated damages or correction of deficiencies for a period of thirty days following the final acceptance of the completed work by the Contractor. The Owner reserves the right to inspect and approve any work presented as "complete" by the Contractor prior to authorization of payment.

B. FINAL PAYMENT

Submission of the final payment by OSU shall represent a release to OSU of all claims and all liability to the Contractor for all work performed under the Contract. No payment, however, final or otherwise, shall represent release of the Contractor from any obligations under the Contract.

C. PAYMENT OF CONTRACTORS OBLIGATIONS

Contractor agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the provision of the work provided in 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 OSU official may pay such claim and charge the amount of the payment against funds due or to become due to the Contractor under this Contract. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety, if any, of obligations with respect to any unpaid claims.

Payments shall be made upon successful completion of the schedules and work accepted by OSU Ship Operations.

D. EXPENSE REIMBURSEMENT.

OSU will not reimburse Contractor for any expenses under this Contract.

E. TAX EXEMPTION

OSU is tax exempt and will not be responsible for paying state, local, sales or any other taxes from which it is exempt.

F. INVOICES AND PAYMENT TO CONTRACTOR.

Contractor shall send invoices to OSU for services completed and accepted by OSU. Contractor shall include in each invoice:

- a. The Contract number;
- b. A description of services performed, including the dates services were performed, all deliverables delivered during the period of the invoices, the rate(s) for services performed, and the total cost of services;
- c. Itemization and explanation of all expenses for which Contractor claims reimbursement authorized under this Contract;
- d. The total amount due and the payment remittance address.

Contractor shall send all invoices to OSU's Department Administrator or to the Department to which

the services were provided if a Department Administrator is not specified.

OSU shall pay Contractor for services performed at the prices and rates specified herein. Contractor shall look solely to OSU for payment of all amounts OSU owes to Contractor. Payment of OSU contracts is normally made within 30-45 days following the date the invoice is received. After 45 days, Contractor may assess overdue account charges up to a maximum of two-thirds of one percent (2/3 of 1%) per month or eight percent (8%) per annum on the outstanding balance pursuant to ORS 293.462.

G. AVAILABILITY OF FUNDS

OSU 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.

4. NAVIGATION:

R/V Oceanus has a deep draft (17.5 feet at full load) for her length. The estimated drafts on arrival at the shipyard will be approximately 17' at the stern. The current editions of navigation charts published by NOAA will be used to determine the controlling water depths between the sea buoy and the Contractor's facility. Should the charts show insufficient water depths for safe navigation, the Contractor is required to provide other competent documentation to show that depths are adequate for the safe navigation of the vessel to the facility. Lack of safe navigation conditions will be sufficient cause to not award or to cancel the contract. The shipyard shall provide at no cost to OSU all necessary pilots, tugs, and line handlers to get the ship from the fairway to the drydock and from the drydock to the fairway or suitable pier. The ship's main propulsion and thruster shall not be used to place the vessel in the drydock or remove it from the drydock.

5. OWNER'S REPRESENTATIVE / CONTRACT COORDINATOR:

A. OWNER' REPRESENTATIVE

An Owner's Representative shall be appointed, in writing, by the OSU Ship Operations Marine Superintendent. It is possible that, during the course of the work period, more than one individual will be appointed, but only one individual will act as the Owner's Representative at any given time. The Owner's Representative(s) will be the on-site representative of OSU during the course of work and will, in addition to any specific requirements identified in the statement of work, perform the following:

- a) Be the liaison between the contractor and the OSU Ship Operations office.
- b) Receive all "Condition Found Reports," Inspection Reports," Technical data, etc. required by the Contract.
- c) Respond to information requests by the contractor.
- d) Witness, or designate another OSU employee to witness, all inspections and tests identified in the contract.
- e) Attend all progress and other meetings.
- f) Recommend the approval/disapproval of additional work to the OSU Marine Superintendent and Contracting Officer and forward approved contract modifications to the contractor.
- g) Otherwise represent OSU Ship Operations as needed in the course of the shipyard work.

Owner's Representative
[CONTACT NAME]
[CONTACT TITLE]
[COMPANY NAME]
[ADDRESS]
[CITY, STATE, ZIP]
[PHONE NUMBER]

[EMAIL ADDRESS]

B. CONTRACTOR COORDINATOR

The Contractor shall appoint a Coordinator to represent all trades and activities for which the Contractor is responsible. This person shall act on behalf of and as an agent of the Contractor. The Contract Coordinator or their designated agent shall convene with the Owner's Representative(s) to discuss the status and progress of tasks at the start of each work day. The scheduling and location of this meeting shall be mutually agreeable to all parties. Any "stop work" order delays or other interruptions to work ordered by the Contractor and/or Owner's Representatives due in any respect to poor workmanship and/or unsafe working conditions, and all costs associated therewith, shall be the responsibility of the Contractor.

Contractor Coordinator
[CONTACT NAME]
[CONTACT TITLE]
[COMPANY NAME]
[ADDRESS]
[CITY, STATE, ZIP]
[PHONE NUMBER]
[EMAIL ADDRESS]

5. STATEMENT OF WORK

A. PRODUCTION SCHEDULE

a) The Contractor shall maintain a production schedule such as a critical path network (CPN) or Gantt chart as means of planning, tracking, and coordinating the accomplishment of contract work. The production schedule shall have the appropriate columns to indicate Item Number, Item Description, Estimated Duration of Days to Complete the Item, Start Date, Finish Date, Float Days, and Percentage Weight of the Total Contract for each item.

b) An updated Production Schedule may be requested by the Owner's representative on a weekly basis. Failure to provide an updated schedule upon request may adversely affect the evaluation of the Contractors performance under this Contract and OSU's response to subsequent inquiries from other ship owning entities.

c) For work involving disassembling and inspection of equipment, machinery or systems, the work must be completed and a Condition Report must be submitted during the first 25-percent of the work performance period, unless an earlier disassembling and inspection requirement is included in the specific item.

d) Any "stop work" order delays or other interruptions to work ordered by the Contractor and/or Owner's Representatives due in any respect to poor workmanship and/or unsafe working conditions, and all costs associated therewith, shall be the responsibility of the Contractor.

B. CONDITION REPORTS

a) A written Condition Report, in printed form with an electronic copy, shall be prepared and submitted by the Contractor to the Owner's Representative on all of the following occasions:

- (i) Whenever specifically required by this document.
- (ii) Whenever the Contractor determines or notes that additional work or material or other deviation is necessary in order to produce a reliable and/or complete repair.
- (iii) Whenever measurements, tests or inspections are required, results and findings shall be documented on a Condition Report.

- b) Condition Reports shall contain, as a minimum, the following:
- (i) Name of the ship.
 - (ii) Contract number and related work item number.
 - (iii) Detailed description of conditions observed, including a record of all measurements taken and other supporting data.
 - (iv) Recommendations and cost of additional work and materials deemed to be needed, if any.
 - (v) Estimate of the impact on the completion of the contract, if any.
- c) Condition Reports shall be submitted to the Owner's Representative within twenty-four hours after completing the measurements, inspections or tests, or after the need for additional work or material is noted.
- d) Condition Reports will be submitted with an intuitive numbering system that follows chronological order.

C. CHANGES TO SPECIFICATION

Changes to any specifications may be made only by written Change Order signed by the OSU Marine Superintendent or his designee and the Contracting Officer. Any modifications shall be processed with a Change Order and eventually issued, via amendment, through OSU's PCMM department. Cost of such Change Orders shall be negotiated prior to the time of issuance. Multiple Change Orders may be aggregated into a single amendment. Contractor shall assume costs for any additional work completed that has not been agreed upon in advance by a fully signed Change Order

D. WORK HOURS

At the beginning of the repair period, the Contractor shall advise the Owner's Representative in writing of the planned regular workday schedule. The Regular Workday Schedule shall be defined as between the hours of 7:00am to 4:00pm PST unless a change is mutually agreed upon by the Contractor and the Owner. In the event the Contractor desires to work at times other than those previously scheduled, the Contractor notify the Owner's Representative at least four (4) hours prior to the end of the scheduled workday preceding the unscheduled work time. If previously unscheduled work is to be performed on a weekend or federal holiday, the Owner's Representative shall be notified prior to 9:00am on the last regular workday before the unscheduled work. No overtime shall be paid unless prior approval was given to perform work by the Owner's Representative or their designee on site in the shipyard and the Contracting Officer.

E. MATERIALS AND WORKMANSHIP

- a) All materials furnished by the Contractor or subcontractors under the contract shall be in accordance with applicable rules and regulations of the U.S. Coast Guard (USCG), American Bureau of Shipping (ABS) and other applicable standards. Workmanship shall conform to the current edition of the American Bureau of Shipping's "Rules for the Building and Classing of Steel Vessels." Welding shall be performed in accordance with the applicable requirements of the USCG.
- b) The ship will be delivered to the Contractor's facility in an "as-is" condition. It is the Contractor's responsibility to engineer, remove, modify, repair or replace all systems necessary to accomplish the contracted work.
- c) The Contractor shall provide all necessary plant facilities, engineering labor, services, materials, machinery, equipment, appurtenances, tools, appliances, transportation, supplies, fuel, water, power, lighting, air, crane services, lift and disposal services, rigging, communication, line handling, wharfage, docking and shifting of the vessel, necessary to complete the specified work items.
- d) Defects, appearing at any stage of construction through the return of the vessel and the subsequent warranty period, shall be cause for rejection of the material or work, even though the material or

work had been previously approved as satisfactory. The defect shall be corrected by the Contractor at their expense.

- e) Any and all damages to the vessel or equipment (e.g., paint peeled off by barrier tape, nail holes, water damage, broken glass, etc.) caused during the performance of the work shall be repaired by the Contractor, to the satisfaction of the Owner's Representative and at no additional expense to OSU.

F. PROTECTIVE COVERINGS

- a) Prior to starting work on interior spaces, protect the decks and deck coverings of spaces in which contract work is to be performed and spaces through which workers will traverse by covering the decks and deck coverings with a temporarily fitted heavy vinyl, plywood or particle board, with all edges and joints of the protective covering securely taped. Tape used for securing temporary coverings shall have an adhesive that does not remove paint from decks or bulkheads when removed. Maintain the protective covering in place during the entire contract period, renewing sections that are damaged during the contract period. For those decks over which equipment, valves, piping, or other materials must be handled, the temporary protective covering shall be plywood or particle board and shall be of sufficient thickness to protect the deck from damage in the event the equipment or materials are dropped.
- b) Protect all compartments, machinery, equipment, deck coverings, furnishings, vent terminals, insulation, glass, cables, piping systems, coatings, structures, and other ship components from damage and from entry of dust, dirt, grit, sand, and other foreign particles.
- c) Any and all damage and contamination resulting from failure to provide adequate protection shall be repaired and cleaned to reestablish the condition that existed at the start of the work.
- d) After completion of all other work, remove and dispose of all protective coverings.

G. SAFETY, FIRE PROTECTION AND CLEANLINESS

- a) The Contractor shall be responsible for safety, fire protection and the general cleanliness of work areas during the repair period. The Contractor shall make a reasonable effort to clean all traffic and work areas daily. On completion of the work each day, loose gear shall be stowed out of traffic areas, manhole covers temporarily replaced, and deck plates replaced where practicable. The Contractor shall provide fire protection services in accordance with the "Utilities and Services" portion of the specifications.
- b) Whenever abrasive blasting or other operations on or near the ship causes collection of blasting residue or other foreign particles to collect on exterior decks of the ship, the Contractor shall vacuum or sweep the decks to remove the residue and particles prior to the end of the day on which the contamination occurred. Do not wash the residue or particles through the ship's deck drains.
- c) Any and all trash, dust, grit, paint chips and other dirt or debris generated by the contracted work shall be removed from the vessel on a daily basis during the course of the work and properly disposed of by the Contractor.
- d) The Contractor shall provide fire watch standers whenever welding, flame cutting or other hot work is performed where combustible materials are present within 35 feet; or where wall or deck openings within a 35-foot radius expose combustible materials in adjacent areas; or when combustible materials are adjacent to the opposite side of metal partitions exposed to hot work, and could be ignited by conduction or radiation. In the latter case, a fire watch stander is required on both sides of the partition. The fire watch stander shall be outfitted by the contractor with a fire

extinguisher of a suitable size and type. Prior to leaving the work site, the fire watch stander shall verify with the worker performing the hot work that no further hot work will be performed.

- e) Hazardous Materials: OSU has made and will continue to make all reasonable efforts to identify asbestos-containing materials (ACM) and lead-based paint used in prior construction and repair of the vessel. Any material encountered in the course of work that has not been previously identified as positive or negative for asbestos or lead, and may reasonably be suspected to contain actionable levels of either, shall be sampled by a qualified individual and analyzed by a qualified laboratory at Contractor's expense prior to disturbing the material. If on analysis the material is found to contain actionable levels of ACM or lead, all proper measures for containment, abatement and personnel protection will be taken before and during the continuation of work involving the material. Such containment, abatement and protective measures will require a Change Work Authorization.

H. DISPOSAL OF SCRAPS AND FLUIDS

a) Any and all offcuts or similar remnants of metal, wood or other material remaining from work performed shall be removed from the vessel and properly disposed of by the Contractor. Any surplus of new material purchased for but not used in the work shall be delivered to Owner at the completion of all contracted work, or may be retained by the Contractor with a corresponding reduction to the charges for the work upon agreement in writing by the Contractor, Owner's Ship Representative and the Contracting Officer or their designee.

b) If any parts, fittings, equipment and/or machinery are removed and replaced with new or rebuilt items, the removed items shall be presented to Owner's Representative for inspection prior to disposal. This inspection requirement will not apply to "expendable" items such as bolts, washers, gaskets, etc. removed and replaced in the normal course of the work. Unless otherwise instructed in writing by Owner's Representative upon inspection, the removed items shall be properly disposed of by the Contractor.

c) Whenever work requires that equipment, machinery, piping, tanks or bilges be drained of fluid, the Contractor shall be responsible for draining and proper disposal of the fluid. The Contractor shall pump all fluid from the applicable spaces into dockside tanks and properly dispose of the fluid.

I. INTERFERENCES / ACCESS

a) The Contractor shall, without additional charges to the contract, remove any and all interferences required in order to perform the work specified in each item. The Contractor shall be responsible for identifying all interferences involved in accomplishing required work. This shall include the disassembly and removal of machinery, piping, ducts, cable, wiring, insulation, structures, and anything else which interferes with the proper accomplishment of work. Except as otherwise specified, this does not include relocations made necessary by new installations which physically prevent an interference from being returned to its existing location.

b) The Contractor shall, without additional charges to the contract, restore all interferences to their existing configuration and condition. All damaged or missing fasteners shall be replaced with new fasteners of the same as original. New gaskets, packing and seals shall be installed on all disturbed connections and proved leak free. In place of material that is rendered unsuitable for reinstallation during removal or storage, provide and install new materials which are equal in composition, strength, type, and size as existed prior to removal. All insulation removed or damaged shall be renewed with new insulation. Damaged coatings shall be prepared and painted to match the coating that existed prior to the start of work.

c) The Contractor may, with prior approval (see paragraph (4) below), cut access openings in ship's structure if required to perform work. Such openings shall be limited to those which are essential for

access to otherwise inaccessible areas or which greatly improve accessibility for removals or installations.

- d) The Contractor shall submit to the Owner's Representative and to the American Bureau of Shipping (ABS), for approval, dimensioned sketches and the proposed location of any proposed access openings prior to accomplishment of the access cut. Generous radii shall be provided at all corners. Also include a description of the eventual restoration configuration, with material and welding details, and a narrative justification for cutting the opening.

J. GAS FREE CERTIFICATION

- a) The Contractor shall, without additional charges to the contract, be responsible for identifying and certifying that a safe atmosphere exists in and about a compartment prior to the commencement of any work. Whenever compartments must be gas-free to meet state and federal regulations, the Contractor shall pump down, open, remove sludge, clean, wipe, ventilate and take all other action required to make the compartments safe for the work to be performed. When requested by the Contractor, and to the extent empty tank space is available, the ship's Engineers will shift fuel as required to facilitate gas-free requirements.

The Contractor shall be responsible for identifying the compartments that require gas-free certification. Specific requirements for gas-free certification are not normally included in the detailed specifications of any work item.

- b) It is anticipated that R/V Oceanus will be delivered to the contractor's facility with no more than 50% fuel on board. Offloading of remaining fuel and lube oil may be necessary for inspection of fuel tanks. When the Contractor is required to, or elects to, off-load fuel or lube oil from the ship, the oil shall be pumped to and stored in a clean, moisture free, storage tank. Oil samples shall be taken when oil is removed from the ship and when it is returned to the ship, and the samples analyzed by a lab for water and impurities to verify that the oils were not contaminated while in the Contractor's possession. Alternately, the Contractor may retain and use the removed fuel or oil and provide replacement fuel or oil of the same grade, specification and quantity as was removed.
- c) Copies of gas-free certificates, issued by a Marine Chemist certified by the National Fire Protection Association, shall be posted on the ship in two locations designated by the Owner's Representative. Follow-up inspections by the Contractor's Competent Person as defined by industry standards with documented history performing tasks of a similar nature shall also be documented at the same two locations.

K. TESTS AND INSPECTIONS

- a) At least four (4) hours, but not more than twenty-four (24) hours, in advance of conducting each required test and inspection, the Contractor shall notify the Owner's Representative in order to allow the Owner's Representative the opportunity to witness, or to arrange for another Owner's Representative to witness, the tests and inspections. If an Owner's Representative is not present at the scheduled time of the test or inspection, and if the required 4-hour advance notification was furnished to the Owner's Representative, the Contractor may proceed with the test or inspection.
- b) All tests and inspections shall be witnessed by the Contractor's supervisor responsible for the work. A Condition Report shall be prepared to document the results of all tests and inspections.
- c) To the extent possible, all tests and inspections shall be scheduled during Normal Daytime Work Hours as established by the shipyard typically these hours are between (7:00am – 4:00pm PST). Tests and inspections may be scheduled for other times only when necessary to avoid a delay in the contract completion. When necessary to schedule a test or inspection after the normal day shift or on a weekend, the Owner's Representative shall be notified of the test or inspection at least four

(4) hours before the end of the last preceding regular work shift.

- d) Perform an operational test of all newly installed, overhauled, and repaired equipment, and all equipment removed or partially removed as an interference to other work and subsequently reinstalled, to demonstrate proper operation. Shipboard equipment will be operated by the ship's crew.

L. WORK BY OWNER

- a) The Owner shall have the right to have work on ship's equipment, not included in the contract, performed by representatives of the manufacturer of the equipment or other qualified individuals. The Owner shall also have the right to have ship's crew perform work on equipment or perform general maintenance not included in the contract. The Owner shall also have the right, during the course of the dry-docking, to have the Owner's professional services contractors inspect the vessel's underwater body and appurtenances including the shaft, propeller, rudder, bow thruster sea chests and transducer housings and to inspect open tanks and voids and other spaces.

Owner-directed work shall not interfere with, or retard the progress of, the Contractor's work. Contractor shall provide reasonable accommodation for Owner directed work at the Contractor's facility.

M. SEA TRIALS

- a) Any and all systems opened for inspection or repair, or removed and reinstalled as interferences for other work, shall be tested for proper operation as soon as practical following completion of all work involving each individual system. Any such tests which can be safely performed with the ship dry-docked shall be completed prior to refloating and sea trial.
- b) A sea trial shall be conducted approx. 2 days before the end of the performance period. The Contractor's representative shall be required to participate in this sea trial. The date for sea trials must be approved by the Owner's Representative.
- c) The Contractor shall submit to the Owner's Representative, no later than two (2) days before the sea trial, a schedule for testing all equipment the Contractor has worked on. The Contractor must submit a list of the personnel who will ride the ship during sea trials prior to departure. The list must include Name, Citizenship, Address and person to be notified in case of emergency.
- d) The Contractor shall provide at least one supervisor for sea trials to coordinate testing, adjustment and repair or discrepancies.
- e) All equipment shall be operated by ship's personnel.
- f) An attempt will be made to do all testing during Normal Daytime Working Hours however, it may be necessary to depart early and/or return late.
- g) No Contractor work will be allowed during trials except as approved by the Owner's Representative.

N. BERTHING, MESSING AND STORES

- a) Berthing and messing onboard may not be required with the possible exception of the night of arrival and the night before departure depending on schedule. This will be coordinated with the Contractor.
- b) Stores for future voyage may be delivered to the vessel no more than forty-eight (48) hours prior to departure. Owner's Representative shall notify Contractor of scheduled delivery time as soon as

known. Contractor shall provide access for the delivery vehicle as close to the vessel as practicable, and shall provide a forklift and qualified operator to transfer palletized stores from the delivery vehicle to a point where the pallets can be picked and loaded aboard the vessel using the ship's crane.

O. DRAWINGS AND MANUALS

- a) All drawings and manuals provided to the Contractor shall be returned to the Owner within five (5) working Days of the date the vessel departs the Contractor's facility. The reasonable cost of reproducing or obtaining replacements shall be deducted from the final payment for any drawings or manuals not returned in accordance with this provision.
- b) Where required by the detailed specifications, drawings and manuals for new work or equipment will be provided by the Contractor to the Owner. Drawings shall be provided in a form reproducible by blueprint or xerographic techniques and as digital files compatible with AutoCAD software. At least two copies of each manual shall be provided.

P. WARRANTIES

- a) Contractor warrants all labor, workmanship and repairs for a minimum period of ninety (90) Calendar days from time of contract completion. Manufacturer's warranties for any equipment installed by Contractor shall pass to Owner.

Q. OWNER FURNISHED MATERIAL (OFM)

All materials and supplies which are required to accomplish the specified work shall be new, Contractor-supplied materials unless they are identified in Exhibit A – Attachment 1 to this Specification. The items listed in Exhibit A- Attachment 1 are the only materials which will be Owner-Furnished in association with this work. If an item of material is not listed in Exhibit A- Attachment 1 and referenced to a Specification Item Number, it is to be Contractor-provided at no additional cost to the Owner.

R. DETAILED LIST OF WORK ITEMS

- a) See EXHIBIT A - ATTACHMENT 1

6. INSURANCE

A. GENERAL LIABILITY INSURANCE.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance, including Products and Completed Operations coverage, with minimum limits of \$5,000,000 per occurrence and \$5,000,000 aggregate.

B. MARINE GENERAL LIABILITY INSURANCE.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Marine General Liability Insurance, with coverage limits not less than \$10,000,000 per occurrence or accident and \$10,000,000 annual aggregate. This insurance must include premises-operations, independent contractors, products and completed operations, broad form property damage, blanket contractual, and personal injury endorsements. The policy must specifically be endorsed to include contractual coverage for this agreement and Contractor's obligations under this agreement with ISO CGL or equivalent form with deletion of Care, Custody and Control and Watercraft exclusions.

C. AUTOMOBILE LIABILITY INSURANCE.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Automobile Liability Insurance. This coverage can be provided by combining the Automobile Liability Insurance with the General Liability Insurance. Coverage limits shall not be less than \$2,000,000 combined single limit.

D. SHIP REPAIRER'S LEGAL LIABILITY.

Ship Repairer's Legal Liability insurance with limits not less than \$5,000,000 per occurrence. Coverage is to be included for sea trials. The Contractor must be responsible for applicable policy deductibles. The loss payee must be OSU. During the Warranty Period, the Contractor or any Subcontractors carrying out warranty work must carry ship repairer's legal liability insurance.

E. MARINE POLLUTION INSURANCE.

The Contractor must maintain Marine Pollution Insurance during the term of the Contract, with coverage limits not less than \$10,000,000 per loss. This insurance must be broad in nature and cover marine pollution conditions to include clean-up of discharges or releases, third party property damage, defense, investigation and assessment of and damage to natural resources. This coverage must be in effect when the vessel enters the water.

F. WORKERS' COMPENSATION.

The Contractor must provide and maintain, for all employees of the Contractor engaged in Work under this Contract, workers' compensation insurance as required by the laws where an employee engages in Work. The Contractor is responsible to ensure that each Subcontractor who directly or indirectly provides services under this Contract have workers' compensation insurance for Subcontractor's subject employees. This coverage must include statutory coverage for states in which employees are engaging in Work and employer's liability protection is not less than \$5,000,000 each accident; \$5,000,000 each employee; and \$5,000,000 each disease. The insurance must include coverage for all federal acts, including but not limited to the Longshore and Harbor Workers' Compensation Act and the Jones Act. An endorsement providing a waiver of subrogation in favor of OSU and NSF is required.

G. PRIMARY COVERAGE AND NON-CONTRIBUTORY.

Insurance carried by Contractor under this Contract shall be the primary coverage and non-contributory. Each insurance policy required under this Contract must be endorsed as primary and is not additional to or contributing with any other liability or property insurance that OSU carries through self-insurance or otherwise, and must contain a "cross-liability" or "severability of interest" clause or endorsement.

H. ADDITIONAL INSURED.

NSF and OSU, its officers, board members, employees, and agents must be included as additional insured on a primary and noncontributory basis on all insurance policies required under this Contract except the Workers' Compensation insurance and the Ship Repairer's Legal Liability.

I. WAIVER OF SUBROGATION.

Contractor hereby grants to OSU and NSF a waiver of any right to subrogation which any insurer of said Contractor may acquire against OSU or NSF by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not NSF or OSU has received a waiver of subrogation endorsement from the insurer.

J. CERTIFICATES OF INSURANCE.

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance and any applicable endorsements to the OSU Contract Administrator. The Certificate(s) will specify all of the parties who are Additional Insureds (or Loss Payees). Such insurance policies are to be issued by insurance companies authorized to do business in the state of work with an A.M. Best rating of no less than A-VII, or such other insurance carrier approved in writing, in advance, by OSU. Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

K. NOTICE OF CANCELLATION OR CHANGE.

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to OSU, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to OSU. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify OSU of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

L. SUBCONTRACTORS

If Contractor enters into subcontracts for any services to be provided by Contract to OSU, Contractor shall require that all subcontractors maintain insurance meeting all the requirements stated in section 6.

7. INDEMNIFICATION:

A. INDEMNITY.

Contractor shall defend, save, hold harmless, and indemnify NSF and OSU and its officers, board members, employees and agents from and against all third party claims, suits, actions, losses, damages, liabilities, statutory penalties, costs and expenses for personal injury, including death, damage to real property and damage to tangible personal property resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract; provided that Contractor shall have no obligation to indemnify NSF or OSU from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable solely to the acts or omissions of OSU, and its officers, board members, employees or agents.

Contractor shall be liable for all claims, suits, actions, losses, damages, liabilities, costs and expenses for personal injury, including death, damage to real property and damage to tangible personal property of OSU or any of OSU's officers, board members, employees and agents resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract.

B. DEFENSE.

Contractor shall have control of the defense with counsel reasonably acceptable to OSU, except that: (i) OSU may join or assume the defense with its own counsel and at its own expense if OSU determines there is a conflict of interest or there is an important government principle at issue, and (ii) OSU'S consent is required for any settlement that requires OSU to pay any money, does not release OSU from all liability from the claim, or adversely affects OSU's interest.

C. RESPONSIBILITY FOR OSU PROPERTY.

The Contractor assumes full responsibility for and must indemnify OSU and its officers, board members, employees, and agents against any and all loss or damage of whatsoever kind and nature to any and all OSU property, including any Owner Furnished Equipment, supplies, accessories, or parts furnished, while in the Contractor's custody and care for storage, repairs, or services to be performed under the terms of this Contract.

8. LAWS AND POLICIES:

A. APPLICABLE LAW; JURISDICTION AND VENUE.

a. The laws of the State of Oregon (without giving effect to its conflict of laws principles or laws) govern all matters arising out of or relating to the Contract, including, without limitation, its validity, interpretation, construction, performance or enforcement. Any party bringing a legal action or proceeding against the other party arising out of or relating to this Contract shall bring

the legal action or proceeding in the Circuit Court of Oregon for Benton County.

- b. Notwithstanding paragraph (a), if a legal action or proceeding must be brought in a federal forum, the party shall bring the legal action or proceeding in the United States District Court for the District of Oregon. This paragraph does not authorize Contractor to bring a legal action or proceeding against OSU in a federal forum except to the extent Congress has validly abrogated OSU's sovereign immunity. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.
- c. Except as set forth in paragraph (b), the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

B. COMPLIANCE WITH APPLICABLE LAWS AND POLICIES.

- a. The parties shall at all times comply with all applicable federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this Contract. The parties shall at all times comply with all applicable standards and policies of OSU, including without limitation any such laws or regulations regarding employment discrimination. If this Contract is being funded with federal funds, Contractor agrees to comply with all applicable federal contracting statutes, regulations and policies.
- b. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; (x) the Health Insurance Portability and Accountability Act requirements noted in OAR 125-055-0115; (xi) the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628; (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

C. FEDERALLY REQUIRED PROVISIONS.

- a. Equal Employment Opportunity – Contractor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- b. Rights to Inventions Made Under a Contract or Agreement – If this Contract is for the performance of experimental, developmental, or research work, the Federal Government and OSU have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- c. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C.

1251 et seq.), as amended – If this Contract provides for payments in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- d. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for an contract of more than \$100,000 shall file a certification that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall require any subcontractor who applies or bids for subcontract in excess of \$100,000 to provide a similar certification to the next higher tier (Contractor or subcontractor as applicable). Each tier shall also disclose any lobbying with non-Federal funds in connection with obtaining any Federal award. Contractor or subcontractor must forward any disclosures from tier to tier up to OSU.
- e. Debarment and Suspension (E.O.s 12549 and 12689) - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If this Contract is in excess of the small purchase threshold, Contractor hereby certifies they are not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs.

D. PUBLIC RECORDS LAW NOTICE.

OSU advises Contractor that information OSU receives may be subject to public inspection under Oregon Public Records Law (ORS 192.410-192.505).

E. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION.

Services Contractor shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements. However, if the state in which the Contract is executed is under a state-approved OSHA plan, then for Work performed under this Contract, Contractor shall comply with that state plan and with all safety and health requirements, detailed in industry and generally accepted standards, including those of the states' Workers' Compensation Divisions in the states in which the Contractor does business.

Contractor shall make available, upon request at any time, the Hazard Communication Program as outlined in 29 CFR 1910.1200 to OSU employees who may be exposed to hazardous chemicals. When OSU employees are working in close proximity to hazardous chemicals used by the Contractor, the Contractor is obligated to provide training and information about the appropriate protective measures. Contractor shall maintain safety data sheets for each hazardous chemical and make them readily accessible to OSU employees. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon OSU's request, Contractor shall immediately provide Safety Data Sheets, as required by OAR Chapter. 437, for the products subject to this provision.

F. FIREARMS POLICY.

OSU has adopted a policy that prohibits Contractor and Contractor's employees, agents, and subcontractors from possessing firearms on OSU property.

G. PARKING.

Contractors doing business on the OSU campus may be required to have a permit to park if utilizing restricted street parking or parking lots. Contractor parking permits may be obtained through OSU's Office of Transit & Parking Services.

H. SEXUAL HARASSMENT POLICY.

OSU has policies that prohibit sexual harassment of members of the OSU community and in keeping with those policies Contractor and Contractor's employees, agents, and subcontractors are prohibited from engaging in sexual harassment of members of the OSU community.

I. SMOKING POLICY.

OSU has a policy that prohibits Contractor and Contractor's employees, agents, subcontractors from smoking on the OSU campus or other OSU owned property. The smoking prohibition includes all indoor and outdoor spaces.

J. WEBSITE ACCESSIBILITY.

If Contractor is designing or developing web page(s) for OSU under this Contract, Contractor shall design and develop (as applicable) the web page(s) in conformance with OSU's Policy on Information Technology Accessibility available at <http://oregonstate.edu/accessibility/ITpolicy>.

9. GENERAL TERMS AND CONDITIONS:

A. ORDER OF PRECEDENCE.

In the event of a conflict, all the terms and conditions of this Contract, its exhibits, and any amendments thereto supersede all terms and conditions on any forms used by the Contractor.

B. NO THIRD PARTY BENEFICIARY.

OSU and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third parties

C. ASSIGNMENT/SUBCONTRACT/DELEGATION.

Contractor shall not assign, subcontract, delegate or otherwise transfer any of its rights or obligations under this Contract, without the prior written approval of OSU. Any assignment of rights or delegation of duties is prohibited under this Section, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights or delegation of duties in violation of this Section is void. OSU's consent to delegation does not relieve Contractor of any of its performance obligations.

D. WAIVER.

No waiver of an obligation under this Contract is effective unless it is in writing and signed by the party granting the waiver. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Contract operates as a waiver or estoppel of any right, remedy or condition.

E. ACCESS TO RECORDS AND AUDIT.

Contractor shall maintain accurate books, records, documents, and other evidence (collectively, "Records") following 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. Contractor shall permit OSU and the federal government and their respective duly authorized representatives to have access to the Records that are directly pertinent to this Contract for the purpose of conducting an audit, or other examination, or for creating excerpts or transcripts. Contractor shall maintain Records for OSU's review for at least six years beyond the term of the

Contract. Contractor shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU for any commitments or expenditures found by OSU to have been in excess of amounts authorized by OSU under this Contract.

OSU shall have the right to an independent third-party audit of the Contractor's records associated with or related to the goods or services provided for under this Contract. OSU may request an independent third-party audit no more than one time per calendar year. OSU will determine the time-period that will be the subject of the audit. However, the entire term of the Contract, including the original term and any subsequent renewals or extensions, may be the subject of the independent third-party audit at any time. Contractor shall bear the full cost of such independent third-party audit.

F. GOVERNMENT EMPLOYMENT STATUS.

Contractor certifies that either (a) it is not currently employed by OSU or the federal government; or (b) if Contractor is so employed, Contractor has fully disclosed to OSU in writing such employment status, is in full compliance with any statutes, regulation, and OSU or the federal government policies regarding employee contracting, and agrees to indemnify and hold harmless OSU for any failure by Contractor to comply with such statutes, regulations, or policies.

G. INDEPENDENT CONTRACTOR STATUS.

The services to be rendered under this Contract are those of an independent contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the services. Contractor is not an officer, employee or agent of OSU as those terms are used in ORS 30.265. Contractor has no authority to act on behalf of OSU and shall not purport to make any representation, contract, or commitment on behalf of OSU.

H. NOTICE.

- a. A party giving or making any notice, request, demand or other communication (each a "Notice") pursuant to this Contract shall give the Notice in writing and use one of the following methods of delivery: personal delivery, United States Postal Service Registered or Certified Mail (return receipt requested and postage prepaid), overnight courier (with all fees prepaid), facsimile or e-mail to the other party's address as listed on the signature page of this Contract. Notice to OSU is to be delivered to the Contract Administrator and Departmental Administrator except where this Contract expressly directs or permits delivery of Notice to a different Department.
- b. Notice is effective: (i) if given by facsimile, upon receipt by the sending party of an appropriate facsimile confirmation; (ii) if given by e-mail, by confirmation of receipt by return e-mail, which is not satisfied by an automatically-generated message that the recipient is out of the office or otherwise unavailable; or (iii) if given by any other means, when delivered at the address specified in this Section.

Contracting Officer
OSU PCMM
ATTN: Joshua Dodson
644 SW 13th Street
Corvallis, OR 97333
Telephone: (541) 737-3572
Fax: (541) 737-2170
E-mail: joshua.dodson@oregonstate.edu

and:

Owners Representative
[Name]
[Title]
[Address]
[City, State, Zip]
Telephone: [Phone Number]
Fax: [Fax Number]
E-mail: [E-Mail Address]

CONTRACTOR Contract Administrator

[Name]
[Title]
[Address]
[City, State, Zip]
Telephone: [Phone Number]
Fax: [Fax Number]
E-mail: [E-Mail Address]

I. OSU NAME AND TRADEMARK.

Contractor shall not identify this Contract, nor use OSU's names, trademarks, service marks, or other proprietary marks in any of Contractor's marketing material, advertising, press releases, publicity matters or other promotional materials without the prior written consent of OSU, which consent may be withheld in OSU's sole discretion.

J. RECYCLED PRODUCTS.

Contractors will use recycled products, as defined in ORS 279A.010(1)(ii), to the maximum extent economically feasible in the performance of the Contract.

K. SALES AND USE TAXES.

OSU shall pay all applicable sales, excise, or use taxes in connection with this Contract. Invoices shall separately identify all such taxes and shall include either Contractor's sales tax or use tax permit number. Contractor shall be responsible for all other taxes, including taxes based upon Contractor's income. Contractor shall indemnify, defend, and hold harmless OSU from and against any interest, penalties, or other charges resulting from the non-payment or late payment of taxes or other charges for which Contractor failed to invoice OSU or which Contractor otherwise failed to pay in a timely manner.

L. FORCE MAJEURE.

Neither party is responsible for delay caused by an act or event that prevents the party from performing its obligations under this Contract where such cause is beyond the party's reasonable control and the nonperforming party has been unable to avoid or overcome the act or event by the exercise of due diligence. Such acts or events include without limitation fire, riot, acts of nature, terrorist acts, or other acts of political sabotage or war. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. However, if delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

M. MWESB REPORTING.

Upon request by OSU, Contractor is required to provide a report on the dollar volume of products provided under the Contract which are purchased by the Contractor from firms which are defined as follows:

Disabled Veteran Enterprise means a business that is at least 51% owned by one or more disabled veterans. A disabled veteran is a veteran of the military, naval, or air service of the United States with a service connected disability who is a resident of the State of Oregon. To qualify as a veteran with a service connected disability, the person must be currently declared by the United States Veterans Administration to be 10% or more disabled as a result of service in the armed forces. The business must be licensed and registered in the state of Oregon.

Disadvantaged Business Enterprise (DBE) is a small business with average annual gross receipts less than \$17,420,000. The business must be owned and controlled by one or more socially and economically disadvantaged individual(s). The one or more socially and economically

disadvantaged individual(s) must have made a contribution of capital to the business, which is commensurate with their ownership interest. Socially and economically disadvantaged individual(s) are people who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as members of a group without regard to their individual qualities. The business must be independent. The business must be licensed and registered in the state of Oregon.

Emerging Small Business, (defined in ORS 200.005), is a licensed and registered business located in Oregon for which the average annual gross receipts for the three previous tax years do not exceed \$3,266,219 for construction and \$1,088,740 for non-construction businesses. The business must have fewer than 29 employees.

Minority Business Enterprise, (defined in ORS 200.005), is a business which is at least 51% owned by one or more minority individuals or, in the case of any publicly owned business, at least 51% of the stock of which is owned by minority individuals. Minority individuals are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. The business must be licensed and registered in the state of Oregon.

Women Business Enterprise, (defined in ORS 200.005), is a business which is at least 51% owned by one or more women. The woman or women must have managerial and operational control over all aspects of the business. The one or more women owner(s) must have made a real and substantial contribution of capital or expertise to the business, which is commensurate with their ownership interest. The business must be licensed and registered in the state of Oregon.

This report shall be in consolidated form showing all such purchases under the Contract. This report will be provided on an annual basis to OSU. This report will provide a cumulative figure that shows year to date amounts for each supplier ownership category.

N. EXECUTION AND COUNTERPARTS.

This Contract may be executed by facsimile or PDF and in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

O. SURVIVAL.

The terms and conditions of this Contract that by their sense and context are intended to survive termination or expiration hereof shall so survive.

P. SEVERABILITY.

If any provision of this Contract is determined to be invalid, illegal or unenforceable, the remaining provisions of this Contract remain in full force and effect if the essential terms and conditions of this Contract for both parties remain valid, legal and enforceable.

Q. SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective permitted successors and assigns.

R. WAGE AND HOUR LAWS

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.

S. MERGER.

This Contract, including all documents referred to herein and attached hereto, constitutes the entire agreement between the parties and supersedes all prior representations, understanding and

agreements between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Contract. No amendment, consent, or waiver of terms of this Contract shall bind either party unless it is in writing and signed by authorized representatives of each of the parties. Any such amendment, consent, or waiver is effective only in the specific instance and for the specific purpose given.

CERTIFICATIONS AND SIGNATURES:

This Contract must be signed in ink by an authorized representative of Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

- A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- B. Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Contract. Contractor will not, by virtue of this Contract, be eligible for federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.
- C. Pursuant to OSU Standard 580-061-0030 Contractor has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts;

Each of the parties has caused its duly authorized representative to execute this Contract on the date set forth in its respective signature block below.

CONTRACTOR:

Signature: _____

Date: _____

By: _____

Title: _____

OSU:

Signature: _____

Date: _____

By: _____

Title: _____

EXHIBIT A - ATTACHMENT 1
DETAILED SPECIFICATION OF WORK ITEMS

CLASS A Items - Basic

- 101 Drydocking and Berthage
- 102 Utilities and Services
- 103 Painting Underwater Body
- 104 Painting Freeboard
- 105 Seachest Crossover Pipe
- 106 Void Preservation
- 107 Hull & Tank Anodes
- 108 Open & Inspect Tanks
- 109 Potable Water Tanks
- 110 Chain Locker & Hawsepipes
- 111 Anchors & Chain
- 112 Bow Thruster
- 113 Tailshaft, Rudder & CPP
- 114 Valves
- 115 Main Engine Heat Exchangers

CLASS B Items – Optional

- 201 Ship's Service Diesel Generators
- 202 Main Lab Deck
- 203 Transducer Well Preservation
- 204 Transducer Well Bilge Alarm
- 205 Deluge Shower System Modification
- 206 Fuel Tank Crossover and Valves
- 207 Engine Room Bilge Preservation

Appendix A: List of Installed Valves

ITEM NO. 101: DRYDOCKING AND BERTHAGE

(1) **General:** Drydock the ship for specified maintenance.

(2) **Owner-Furnished Information (“OFI”)**

Docking Plan

(CDI Marine, 9250-800-21, Rev. C)

(3) **Owner-Furnished Material, (“OFM”):** None for this specification item.

(4) **Contractor-Furnished Material, (“CFM”):** Contractor shall furnish all labor and material to accomplish the specified work.

(5) **Regulatory Requirements:** Refer to section 5 (f) (Materials and Workmanship) of Attachment A.

(6) **Coordination with other Work Items:** Contractor is responsible for coordinating all specification items to provide the smoothest workflow and minimize the length of the shipyard availability.

(7) **Safety Precautions:** Refer to section 5 (h) (Safety, Fire Protection and Cleanliness) of Attachment A.

(8) **Statement of Work:**

8.1 Drydock vessel in accordance with position (2) on the referenced drawing and side blocking plan. Aft keel block at section 15-C (frame 61) shall be a minimum of 1' -11 3/8" high and forwardmost keel block at section 12-A (frame 24) shall be a minimum of 5' - 1 3/8" high. After vessel is in lifting position, resting on keel blocks, and bilge blocks have been set, the Contractor shall have a qualified diver check blocks for proper position and contact.

Note: The following bottom appendages must be kept clear:

- 1) Bow Thruster between frames 9 and 11. Provide adequate clearance to remove bow thruster as set forth in Item 104 (Bow Thruster)
- 2) Transducers between frames 55 and 61.
- 3) Sea chests port/starboard between frames 24 and 25 (sea chest scoops port/starboard protrude 5" below shell).
- 4) Aft sea chest between frames 66 and 67 starboard side.
- 5) Bilge keels port/starboard frames 23 to 58.
- 6) Bilge blocks shall not be placed at Frames 25, 32, 38, 50, 56 or 60 due to blocking rotation.

8.2 After the ship is hauled out, service lines shall be provided and hooked up to provide services specified in Item 102 (Utilities and Services). A suitable brow shall be furnished and maintained to provide a safe access to the ship.

8.3 The Contractor shall remove the canister life rafts (4) from the vessel prior to commencement of any work, and provide safe and secure storage for them during the duration of the contract period. Depending on the timing of the drydocking period, Owner may elect to send rafts for servicing and return them to the shipyard. The life rafts shall be reinstalled on the ship at the completion of work.

8.4 Immediately after the ship is hauled the entire hull up to the rail caps, including propeller and other appendages, will be washed with high pressure fresh water to remove salt, slime and any marine growth. This item must be completed in no more than 24 hours from commencement of haulout.

8.5 If the ship is docked in cold or freezing weather, all sea valves, pipes or similar fittings attached to the hull shall be drained to prevent freezing and possible damage.

8.6 While the ship is in drydock, all hull openings shall be secured outside of normal working hours to the maximum extent practical.

8.7 The ship shall remain out of the water until all work ordered under the contract which requires drydocking has been completed.

8.8 Sufficient ballast (fresh water) shall be added to the ship prior to undocking to ensure safe trim and stability for refloating, relanding on the blocks if necessary, and transfer to pierside. A ballasting plan will be developed and approved by the vessel's Master and the Contractor's Dockmaster, and submitted in writing to the Owner's Representative no less than 48 hours prior to scheduled undocking of the ship.

8.9 Upon the completion of work the ship will be undocked. Contractor shall, in coordination with Owner's Representative, post personnel in all spaces with disturbed openings to the sea prior to flooding dock to check for leaks. When refloating, the dock shall be flooded until as many underwater openings as possible are covered without lifting the ship off the blocks. If leaks are found, the dock shall be pumped down and repairs made before again flooding. If no leaks occur, upon approval of the Owner, the undocking will continue. Bow and centerline sighting markings shall be referenced so that the ship may be re-landed, if necessary.

8.10 If the Contractor can complete some items outside of the drydock and with the consent of the Owners Representative, the ship will be berthed at a suitable pier at the Contractor's facility. Services in accordance with Item 102 (Utilities and Services) shall be provided as well as a suitable brow.

8.11 An alternative blocking arrangement to that in the referenced drawing will be acceptable only if it is developed and stamped by a qualified naval architect, and approved in advance by the Owner's Representative.

ITEM NO. 102: UTILITIES AND SERVICES

(1) General: Provide utilities and services to the ship while at the Contractor's facility, either in drydock or alongside the pier.

(2) Owner-Furnished Information ("OFI"): None for this specification item.

(3) Owner-Furnished Material ("OFM"): None for this item.

(4) Contractor-Furnished Material ("CFM"): Contractor shall furnish all labor and material to accomplish the specified work.

(5) Regulatory Requirements: Refer to section 5 (f) (Materials and Workmanship) of Attachment A.

(6) Coordination with other Work Items: Contractor is responsible for coordinating all specification items to provide the smoothest workflow and minimize the length of the shipyard availability.

(7) Safety Precautions: Refer to section 5 (h) (Safety, Fire Protection and Cleanliness) of Attachment A.

(8) Statement of Work: The following utilities and services, including connection and disconnection as required, shall be furnished during the time the ship is in the Contractor's facility:

8.1 100 GPM, 80 PSI water to fire main (connection will be made to the main deck aft fire station using 1-1/2 inch hose to one side of the Y-connection). Connection will be used for cooling water to refers, sewage system, and AC system.

8.2 A minimum 150 amp 460 volt, 3 phase, 60 Hertz electric power via 1AWG minimum grounded four-conductor cable. Owner may furnish one (1) 600VAC, 200A, 4-pin 4-wire plug for connection to ship's service. Contractor shall supply electrician to wire in power cable and connect to vessel.

8.3 Trash skip box to be provided within 48 hours of drydocking the vessel. Skip will be emptied at Owners request throughout the dry dock period.

8.4 Chemical toilet (if ship's heads are secured).

8.5 Potable water, 5/8 or 3/4 inch hose with standard hose bib, pressure regulated to 50 PSI, for refilling tanks at completion of work

8.6 120 PSI, 20 cfm, compressed air for ship's control air and occasional use of air tools.

8.7 A suitable brow or stairs with safety net, railings, or other fall protection.

8.8 Line handling, tug and pilot service, fenders etc., as required for movement or berthing of vessel.

8.9 Fire watches for all hot work.

8.10 A suitable office for use by ship's crew and OSU Owner's Representative. The field office shall be available for occupancy commencing on the start of work on the project, all the way through final re-delivery of the vessel. The field office shall be furnished with the following minimum:

- 1) One office desk and two chairs.
- 2) One phone line with external yard access.
- 3) Internet connection (wireless or CAT-5.)
- 4) One printer compatible with both Apple and PC computers.

8.11 A minimum of two (2) reserved parking spaces in the yard's main parking area or otherwise convenient to the drydock.

ITEM NO. 103: PAINTING UNDERWATER BODY

(1) General: Waterwash, inspect, prep and paint hull and appurtenances below waterline.

(2) Owner-Furnished Information (“OFI”)

<i>R/V Oceanus</i> Paint Schedule Exhibit 1, Rev. L	
Bow Thruster	White-Gill Dwg. #2162 sheets 1&2 (vice 1634)
Outboard Profile	Rodney Lay Dwg. # 2832-A20, Rev 6

(3) Owner-Furnished Material, (“OFM”): All paints will be Owner furnished.

(4) Contractor-Furnished Material, (“CFM”): Contractor shall furnish all labor and material (other than that shown as Owner-Furnished) to accomplish the specified work.

(5) Regulatory Requirements: Refer to section 5 (f) (Materials and Workmanship) of the Attachment A.

(6) Coordination with other Work Items: Contractor is responsible for coordinating all specification items to provide the smoothest workflow and minimize the length of the shipyard availability.

(7) Safety Precautions: Refer to section 5 (h) (Safety, Fire Protection and Cleanliness) of Attachment A.

(8) Statement of Work:

8.1 Antifouling paint to be applied to entire outer shell plating below light waterline. Allowance to be made for ten (10) non-contiguous areas each of 100 square feet requiring light sand-sweep (SSPC-SP-3) and application of top coat below the antifoul; and six (6) non-contiguous areas each of 10 square feet requiring sandblasting to SSPC-SP-6 and application of primer, undercoat and top coat below the antifoul. The edges of all areas mechanically prepped will be feathered. Bid to include unit costs per non-contiguous area for each of the two types of allowance work described above; unit costs shall be used for adjusting (upward or downward) final contract price based on the deviation of actual work content from allowances.

8.1.1 The bow thruster intake/discharge, stern tube, sea chest/tube, engine room and aft sea chests, Kort nozzle and monkey rudder shall be included as underwater body for cleaning and painting. This shall require the Contractor to remove and reinstall screens, bow thruster steering deflector, lower section of steering shaft, distance piece and bow thruster pump impeller in coordination with Item #111 (Bow Thruster).

8.2 The Contractor shall furnish the Owners Representative with an “International Antifouling Certificate” certifying compliance with the IMO International Convention on the Control of Harmful Anti-fouling Systems on Ships and that the vessel’s coatings are tin-free. This certificate shall provide details on the shipyard, paint manufacturer, paints applied, active ingredients, and CAS numbers.

8.3 Final inspection and acceptance of all work shall be by the Owner’s Representative. Work shall be presented to and accepted by the Owner’s Representative after surface preparation, prior to initial coating, between each coat, and after all paints have been applied.

8.4 The Contractor shall prepare a paint report and submit same to the Owner’s Representative within three (3) days of completing the coating application. The Contractor shall develop a Paint Schedule that documents the paint applied to all areas. The schedule shall include surface preparation, primers, and overcoats. Colors, types, DFT in mils, application method, brand names and manufacturer, and the name of the applying company shall also be included. In addition, the report shall also specifically include the following data:

8.4.1 Date and time of applications.

- 8.4.2 Temperature, humidity, and dewpoint, at time of each application.
- 8.4.3 Dry film readings for each coat of paint as required by the paint manufacturer's specification.
- 8.4.4 Manufacturer, Product Identification No. and Batch Nos. for each type of paint applied.
- 8.4.5 Results of chloride tests taken before washing and after washing.

8.5 Prior to the commencement of any prepping or coating work, a meeting shall be held with the Owner's Representative, Contractor personnel, and any subcontractor involved in the pre-cleaning, blasting and coating functions. It is incumbent upon the Contractor and its subcontractors to have a clear understanding of the procedures as prescribed by the manufacturer's representative.

8.6 Paint manufacturer's specifications regarding surface preparation, paint application, and drying times are to be strictly adhered to.

8.7 The price for mechanical prepping shall include proper cleanup and disposal of all generated wastes in accordance with the requirements of all Federal, State, and local regulations.

8.8 Painting works and selected products will fully comply with all current regulations dictating the use and application of marine coatings. The price for disposal of any refuse associated with painting shall be included in this item and shall be completed in accordance with all Federal, State, and Local regulations.

8.9 Specification items include staging, lighting, cranes, and all support services necessary to complete prepping, coating, and subsequent inspections.

8.10 The dry dock shall be kept drained from water accumulations during periods of prepping and coating.

8.11 All overboard discharges and drains must be plugged or piped to lead all discharges away from the hull. These shall be removed upon completion of hull coating work. Note that it may be required to lead drains directly to the drydock floor in the event that wind or other conditions make this necessary to prevent water contact with the hull.

8.12 Prior to prepping and coating, the Contractor shall ensure that the vessel's equipment is protected from damage caused by prepping, dust or paint. Measures to be taken include, but are not limited to, the following:

8.12.1 Plug open ends of pipes, including sea connections, vents and ducts.

8.12.2 Install protective covering on all exposed equipment including transducers, propeller, exposed shafting, thruster, rudder pintle access and rudder stock, deck machinery, hydraulic hoses, wire ropes, and any other equipment which might be adversely affected by grit and paint from prepping and coating works.

8.12.3 Overboard discharges for services which cannot be secured, such as refrigeration cooling water overboard, anchor chain washdown systems, shall be carried off by means of temporary scuppers, hoses, etc., in order to prevent recontamination of the hull after surface preparation.

8.12.4 Protective covering shall be inspected at regular intervals but not less than at the start of each work shift. Degraded protective covering shall be repaired prior to the restart of work. Contamination of the vessel and its equipment shall be verbally reported to the Owners Representative immediately upon its discovery to be followed by a written report within four (4) hours of the verbal notification. The Contractor shall be responsible for cleaning the contaminated equipment and showing that the contamination has not caused damage to same. Cost to repair equipment damaged by contamination shall be borne by the Contractor.

8.13 No application of coatings shall be made until the prepared surfaces are approved by the Owners Representative and signed off by him after each inspection. The Contractor is to arrange for inspections after completion of prepping and prior to the initial painting and at each over coating. Areas found to contain runs, over spray, roughness, or any other film irregularities shall be repaired or re-coated as directed.

8.14 Paint material shall be stored within the paint manufacturer's recommended temperature range. When paint is being applied, ensure that the material's temperature is within the manufacturer's recommended range.

8.15 In the event that the prepared surface "blooms" with rust or oxidation beyond the minimum specified surface preparation, this area shall be re-blasted prior to any paint application. The Contractor will assume the costs associated with any such work.

8.16 Sufficient drying time, as set forth by the manufacturer, shall be allowed between coats to ensure proper adhesion of subsequent coats.

8.17 Each undercoat shall be of sufficiently different color to provide contrast between thus ensuring full and complete coverage.

8.18 After the first spot coat has been applied on the boottop and underwater hull, the entire exterior hull shall be freshwater washed to remove all dust, dirt and surface contaminants.

(9) Paint Schedule:

9.1 Keel to Deep Load Line (Bottom) Surface Preparation:

9.1.1 The bottom area to be dealt with extends from the keel to the light load line.

9.1.2 Scrape by hand all areas of hard fouling.

9.1.3 High pressure water wash at 3,000 psi (nozzle pressure) the entire underwater hull surface from keel to light load line. Remove all marine growth, salt deposits, slime, sea grass, loose paint, and all forms of surface contaminants. This water blasting will be worked in conjunction with Item 101 - Drydocking and Berthage in order not to duplicate effort.

9.1.4 All areas below the Deep Load Line shall be prepped in accordance with section 8.1 of this Item.

9.1.5 Care shall be taken to ensure that the cut-in line between the Freeboard and the Deep Load Line shall be straight and true.

9.2 Keel to Deep Load Line (Bottom) Coating:

9.2.1 The areas of the hull that have been mechanically prepped shall be coated with two (2) spot coats of epoxy anticorrosive.

9.2.2 When the second coat of epoxy primer is tack free and is approved by the Owners Representative, the entire underwater hull surface shall be evenly applied with two (2) coats of tin-free ablative antifouling paint.

9.3 Paints will be applied in accordance with this general schedule:

1st Primer Coat –PPG AMERCOAT 240LT Black @ 6-8 mils DFT

2nd Primer Coat – PPG AMERCOAT 240LT Red @ 6-8 mils DFT

1st Full Coat – PPG ABC 3 TIN-FREE ANTIFOULING Black @ 5-6 mils DFT

2nd Full Coat – PPG ABC 3 TIN-FREE ANTIFOULING Red @ 5-6 mils DFT

9.4 Hull Markings:

Repaint all hull markings in areas recoated at this time using two (2) coats of contrasting colored paint compatible with the hull paint finish coat in accordance with the Oceanus Coating Guidelines outlined in this document. Hull markings include, but shall not be limited to, Load Line and Plimsoll markings, IMO number, draft marks, etc.

9.5 Water Washing:

9.5.1 Upon completion of all painting work and just prior to redelivery, the vessel's entire external topside, including deck house vertical surfaces, horizontal decks, and deck machinery, shall be washed down with clean, fresh water.

9.5.2 All deck drains and scuppers shall be cleaned and proven clear of grit and debris.

9.5.3 All painted areas shall be maintained free of dirt and contamination.

9.5.4 Any areas found to be damaged shall be repaired to the satisfaction of the Owners Representative.

ITEM NO. 104: Painting Freeboard

(1) General: Waterwash, inspect, prep and paint hull and appurtenances above the waterline. The area to be painted will range from approximately the deep loadline to the top of the wheelhouse and will only include those exterior surfaces in profile with the hull.

(2) Owner-Furnished Information, (“OFI”): None for this specification item.

(3) Owner-Furnished Material, (“OFM”): All paints will be Owner furnished.

(4) Contractor-Furnished Material, (“CFM”): Contractor shall furnish all labor and materials, less paints, to accomplish the specified work.

(5) Regulatory Requirements: Refer to section 5 (f) (Materials and Workmanship) of Attachment A.

(6) Coordination with Other Work Items: Contractor is responsible for coordinating all specification items to provide the smoothest workflow and minimize the length of the shipyard availability.

(7) Safety Precautions: Refer to section 5(h) (Safety, Fire Protection and Cleanliness) of Attachment A.

(8) Statement of Work: The Contractor shall provide all labor and materials to prep and coat the freeboard area of Oceanus. For bidding purposes, this will not include any removable bulwarks or chocks. Contractor will follow preparation guidelines as listed in Item 103, section 8.1 through 8.18 prior to application of any paints in this item.

8.1 Freeboard Surface Preparation:

8.1.1 The freeboard area to be dealt with extends from the deep load line to the deck rail. This area includes all vertical hull surfaces to the deck edge; the tops and outer surfaces of all bulwarks, all vertical surfaces of the stern area to the Main Deck, and all hull fittings such as port and starboard hawse pipes from the sideshell to the main deck.

8.1.2 High pressure water blast at 3,000 psi the entire area specified. Remove all salt deposits, loose paint, rust, and contaminants.

8.1.3 . All areas above the Deep Load Line (Freeboard) shall be prepped in accordance with Item 103 section 8.1 in this specification.

8.2 Freeboard Coating:

8.2.1 The prepped areas shall be coated with two (2) spot coats of epoxy anticorrosive. When the second coat of epoxy primer is tack free and is approved by the Owners Representative, the entire freeboard shall be evenly applied with two (2) coats of AMERCOAT 229T. The finish coat shall be black in color except in those areas where white.

8.2.2 Paints will be applied in accordance with this general schedule:

1st Primer Coat –PPG AMERCOAT 302H Haze Gray @ 3-4 mils DFT
1st Full Coat – PPG AMERCOAT 240LT Haze Gray @ 6-8 mils DFT
2nd Full Coat – PPG AMERSHIELD Black @ 3-4 mils DFT

8.3 Repaint all hull markings in areas recoated at this time using two (2) coats of contrasting colored paint compatible with the hull paint finish coat. Hull markings include, but shall not be limited to, ship's name, port of

registry, the draft marks, Load Line and Plimsoll markings, IMO number, etc.

8.4 Water Washing:

8.4.1 Upon completion of all painting work and just prior to redelivery, the vessel's entire external topside, including deck house vertical surfaces, horizontal decks, and deck machinery, shall be washed down with clean, fresh water.

8.4.2 All deck drains and scuppers shall be cleaned and proven clear of grit.

8.4.3 All painted areas shall be maintained free of dirt and contamination.

8.4.4 Any areas found to be damaged shall be repaired to the satisfaction of the Owners Representative.

ITEM NO. 105: SEACHEST CROSSOVER PIPE

(1) General: Clean and re-coat the 10" crossover pipe between the port and starboard seachest in the engine room. The crossover pipe is approximately 18' in length with a 90-degree elbow at each end.

(2) Owner-Furnished Information, ("OFI"):

Seachests & Crossover Pipe PBI Dwg # 9250-120-1 Rev C

(3) Owner-Furnished Materials, ("OFM"): Steel "clamshells" for flange sealing.

(4) Contractor-Furnished Material, ("CFM"): The Contractor shall furnish all labor and material to accomplish the specified work.

(5) Regulatory Requirements: Refer to section 5 (f) (Materials and Workmanship) of Attachment A.

(6) Coordination with other Work Items: Contractor is responsible for coordinating all specification items to provide the smoothest workflow and minimize the length of the shipyard availability.

(7) Safety Precautions: Refer to section 5 (h) (Safety, Fire Protection and Cleanliness) of Attachment A.

(8) Statement of Work:

8.1 Remove sea valves from crossover pipe and sea chests (per Item 113, Valves). Reinsert all flange bolts and tighten to hand-tight. Wrap flange assemblies with rubber gasket material and secure with Owner-provided steel "clamshells" using suitable band clamps.

8.2 Remove marine growth from interior of crossover pipe from starboard sea chest to port sea chest by high pressure (6,000 - 8,000 PSI minimum) water wash using a self-propelled in line mole. The marine growth is mainly mussels. A foam "pig" or similar cleaning swab should be run through the pipe sufficient times to ensure cleanliness and removal of debris from the bore.

8.3 Inspect, with Owner's Representative present, via flexible-head video camera or other means which allows for a view of not less than 100% of the pipe interior.

8.4 Re-coat pipe interior as per Paint Schedule. Pipe shall be re-inspected as in (c) above before final anti-fouling coat is applied to ensure even coating.

8.5 Clean pipe exterior to SSPC-SP-2 condition and paint as per Paint Schedule.

(9) Paint Schedule:

Seachest Crossover Pipe:

Interior:

Surface Preparation: Sandsweep or high-pressure water blast (30,000 psi minimum) to SSPC-SP-7 (Brush-Off Blast).

First Coat: Amercoat 235, Red
4 mils DFT

Second Coat: Amercoat 235, White
4 mils DFT

Third Coat: ABC3 Anti-Fouling, Black
3-4 mils DFT

Exterior:

Surface Preparation: SSPC-SP-2 (Hand Tool Cleaning)

First Coat: Amercoat 235, Red
4 mils DFT

Second Coat: Amercoat 235, Red
4 mils DFT

ITEM NO. 106: VOID PRESERVATION

(1) General: Inspect voids for leakage and re-coat for preservation.

(2) Owner-Furnished Information, (“OFI”):

Voids, Fr 7-9	PBI Dwg 9250-107-1, Rev C
Rudder	PBI Dwg 9250-518-1, Rev A
Skeg	PBI Dwg 9250-103-4, Rev C
Rub Rail (Port only)	PBI Dwg 9250-800-2, Rev B

(3) Owner-Furnished Material, (“OFM”): None for this Specification Item.

(4) Contractor-Furnished Material, (“CFM”): Contractor shall furnish all labor and materials to accomplish the specified work.

(5) Regulatory Requirements: Refer to section 5 (f) (Materials and Workmanship) of Attachment A.

(6) Coordination with Other Work Items: Contractor is responsible for coordinating all specification items to provide the smoothest workflow and minimize the length of the shipyard availability.

(7) Safety Precautions: Refer to section 5(h) (Safety, Fire Protection and Cleanliness) of Attachment A.

(8) Statement of Work: The Contractor shall provide all labor and materials to:

8.1 Inspect, pressure test and preserve the following voids:

8.1.1 Void between Frames 7 and 9, below bow thruster.

8.1.2 Rudder Kort nozzle and vertical fin (“monkey rudder”).

8.1.3 Skeg shoe piece.

8.1.4 Exterior hull rub rail, Frames 20-62, Port side only.

8.1.5 Aft seachest, Frames 66-67, Starboard side.

8.2 Remove plugs and check for the presence of water. Pressure test all voids to a minimum of 7psi for not less than 20 minutes. Apply a fill-and-drain rust-inhibiting compound, grade 2 (water-displacing soft-film properties,) such as Paco Systems “Float-Coat” or equal. Drain. Reinstall plugs using good quality pipe sealant. Owner’s Representative to be present during the removal of all plugs and recoating of voids. Contractor to provide specification sheet for coating used.

8.3 If evidence of water is found and/or any pressure test fails, repair of any leaks will treated as a separate item requiring a Change Work Authorization.

ITEM NO. 107: HULL & TANK ANODES

(1) General: Inspect and replace hull and ballast/sewage tank anodes.

(2) Owner-Furnished Information, (“OFI”):

Zinc Locations PBI Dwg. No. 9250-605-2, Rev B

(3) Owner-Furnished Material, (“OFM”): None for this Item.

(4) Contractor-furnished Material, (“CFM”): Contractor shall furnish all labor and material to accomplish the specified work.

(5) Regulatory Requirements: Refer to section 5 (f) (Materials and Workmanship) of Attachment A.

(6) Coordination with other Work Items: Contractor is responsible for coordinating all specification items to provide the smoothest workflow and minimize the length of the shipyard availability.

(7) Safety Precautions: Refer to section 5 (h) (Safety, Fire Protection and Cleanliness) of Attachment A.

(8) Statement of Work:

8.1 Renew all hull anodes with aluminum alloy MIL-A-24779 (SH). Removal of all anodes shall take place during or immediately after initial pressure washing as occurred (Item 101). This includes up to twenty-nine (29) each for the exterior hull, Galvotec GA-A10H or equivalent, 10lb. with steel straps. The new anodes shall be located in the same area as those removed. Straps and weld areas shall be painted in accordance with the requirements for bottom paint in Item 103 (Painting Underwater Body).

8.1.1 Provide fixed price for replacement of exterior hull anodes. Contractor is to provide Option pricing for up to 10 (ten) additional hull anodes in locations to be determined by Owners Representative.

8.1.2 The exterior hull anode locations are:

6ea. in engine room sea chests, (3) port and (3)starboard

6ea. on monkey rudder and Kort nozzle

6ea. on shaft tube

4ea. on hull above & forward of nozzle

4ea. on hull by transducer well

2ea. on top of shoe piece

1ea. in aft sea chest

Total of twenty-seven (27) exterior hull anodes.

8.2 Renew a minimum of six (6) anodes in ballast and/or sewage tanks. Specific anodes to be replaced will be determined by the Owner’s Representative upon inspection.

Contractor is to provide per unit cost for replacement of additional anodes in the interior of the ballast tanks.

ITEM NO. 108: Open and Inspect Tanks

(1) General: This item provide for the opening, safe for entry and closing of tanks.

(2) Owner-Furnished Information, (“OFI”):

Shell Expansion	PBI Dwg. #9250-100-1, Rev G
Main & Brk Deck Shell Expansion & Frames	PBI Dwg. #9250-107-1 thru 4, Rev C
Construction Profile	PBI Dwg. #9250-101-1, Rev B
Framing Sections Below Main Deck	PBI Dwg. #9250-101-2 thru 7, Rev B
Bulkheads Between Whaleback & Main Deck	PBI Dwg. #9250-101-8
Skeg, Shell Exp. & 1 st Platforms & Frames	PBI Dwg. #9250-103-1 thru 4, Rev C
International Load Line Certificate	#7529631-1622740-001

(3) Owner-Furnished Material, (“OFM”): None for this Specification Item.

(4) Contractor-Furnished Material, (“CFM”): Contractor shall furnish all labor and materials to accomplish the specified work.

(5) Regulatory Requirements: Refer to section 5 (h) (Safety, Fire Protection and Cleanliness) of Attachment A.

(6) Coordination with Other Work Items: Contractor is responsible for coordinating all specification items to provide the smoothest workflow and minimize the length of the shipyard availability.

(7) Safety Precautions: Refer to sections 5 (h) (Safety, Fire Protection and Cleanliness) and 5 (k) (Gas-Free Certification) of Attachment A.

(8) Statement of Work:

8.1 The Contractor shall provide all labor and materials to open and make safe for entry for inspection under this item the following:

- All fuel oil storage tanks P/S/CL.
- Main Engine day tanks P/S.
- Generator day tank.
- Lube oil storage tanks P/S.
- Waste oil tank CL.
- All ballast tanks P/S/CL.
- Potable water tanks P/S.
- Sewage tanks P/S.
- Chain locker and sump.

8.2 Remove all fuel and ballast tank vent valves for inspection and restore at completion of inspection. No flame screening is to be installed in any ballast tank vent valve.

8.3 Close up all tanks using new gaskets, grommets. 316SS fasteners will be replaced as required.

8.4 Any and all coatings and similar coverings disturbed in the course of testing shall be restored to match original condition, including primer and final coating. Surface preparation and coating shall be in accordance with the *Oceanus* Paint Schedule.

ITEM NO. 109: POTABLE WATER TANKS

(1) General: This item provides for cleaning and spot-coating of the port and starboard potable water tanks.

(2) Owner-Furnished Information (“OFI”): None for this specification item.

(3) Owner-Furnished Materials, (“OFM”): None for this specification Item.

(4) Contractor-Furnished Material, (“CFM”): The Contractor shall furnish all labor and material to accomplish the specified work.

(5) Regulatory Requirements: Refer to section 5 (f) (Materials and Workmanship) of Attachment A.

(6) Coordination with other Work Items: Contractor is responsible for coordinating all specification items to provide the smoothest workflow and minimize the length of the shipyard availability.

(7) Safety Precautions: Refer to section 5 (h) (Safety, Fire Protection and Cleanliness) of Attachment A.

(8) Statement of Work: The Contractor shall provide all labor and materials to:

8.1 Remove the manhole covers in the lower engine room. Pump out and dispose of remaining potable water below suction lines. Water is not to be drained to the bilge.

8.2 Plug all fill lines and vent lines prior to cleaning. Remove or mask tank level sensors.

8.3 For both tanks, clean the tank surfaces only where corrosion is evident, to SSPC-SP-3 condition. This is anticipated to be more pronounced at juncture where frames and stiffeners are skip welded to hull, deck and side plates and the back sides of frame webs. (Note: For bidding purposes, assume a total of twenty-four (24) non-contiguous areas of one square foot (1 ft²) each.)

8.3.1 Paint the cleaned areas of the tanks as per Paint Schedule below. Allow adequate drying time for each subsequent layer of paint.

8.4 When cured, remove plugs from fill lines and vents. Owner’s Representative is to inspect prior to contractor replacing the manhole covers. Replace covers using new gaskets and cotton grommets.

8.5 Fill with fresh water and sanitize the tank and the potable water system by superchlorinating to a minimum free available chlorine (FAC) level of 80 ppm for at least 1 ½ hours. (This will require 7 gallons of standard or 6 gallons of “ultra-strength” sodium hypochlorite bleach per tank.) Super chlorination of the potable system is to be accomplished by opening all faucets, showerheads, etc. and flushing until super chlorination levels are witnessed in all locations. At that point close off all faucets, showerheads, etc. and allow the system to soak for at least 1 ½ hours. Thoroughly drain the tank through the docking plugs and reinstall plugs. Tanks must be sanitized and drained prior to leaving the drydock. Each tank’s capacity is 4,000 gallons.

8.6 Refill and flush tanks and potable water system (minimum 30 minutes flushing through overflow vents) after vessel has been re-floated. Test water at the galley sink and one stateroom below deck to ensure chlorination level meets the chlorination level of the fill water.

(9) Paint Schedule

Potable Water Tanks:

First Coat: Spot-coat, Amerlock 2, Blue
8 mils DFT

Second Coat: Amerlock 2, Off-White
8 mils DFT

ITEM NO. 110: CHAIN LOCKER & HAWSEPIPES

(1) General: Spot clean and re-coat chain locker, chain locker sump, hawsepipes and spill pipes.

(2) Owner-Furnished Information, (“OFI”):

Frames, floors & bulkheads below main deck, Stem to frame 12,
PBI Dwg. No. 9250-101-2, Rev B
Anchor Handling, PBI Dwg. No. 9250-520-1 Rev B (2 sheets)

(3) Owner-Furnished Material, (“OFM”): Owner will provide all paints for this specification Item.

(4) Contractor-Furnished Material, (“CFM”): Contractor shall furnish all labor and material to accomplish the specified work.

(5) Regulatory Requirements: Refer to section 5 (f) (Materials and Workmanship) of Attachment A.

(6) Coordination with other Work Items: Contractor is responsible for coordinating all specification items to provide the smoothest workflow and minimize the length of the shipyard availability.

(7) Safety Precautions: Refer to section 5 (h) (Safety, Fire Protection and Cleanliness) of Attachment A.

(8) Statement of Work: The chain locker is located between frames 4 and 6 and shares a common thwartship bulkhead with the seawater ballast tank forward and the bow thruster machinery compartment aft. The locker is divided into two compartments by a longitudinal bulkhead at centerline, approximately five feet (5') high; combined surface area for both compartments is approximately 450 square feet. The chain locker sump is located directly beneath the locker, with access via a manhole at Frame 6 at the forward end of the Bow Thruster room.

8.1 While anchor chain is out of chain locker and hawsepipes (see Item 109, Anchors and Anchor Chain) The Contractor shall provide all labor and material to water wash hawsepipes, spill pipes, all interior bulkheads, overhead and center line bulkhead with high-velocity water stream. When wash down is complete, remove standing water (water will drain to chain locker sump and must be removed before opening sump for work specified below.) Allow adequate time to dry before paint is applied.

8.2 Prep chain locker, chain locker sump, spill pipes and hawsepipes for cleaning.

8.2.1 Plug all suction lines from both sides of locker prior to cleaning.

8.2.2 Spot clean both sides of locker and sump to SSPC-SP-3 condition. For estimating purposes, assume a total of eight (8) non-contiguous areas of four square feet (4 ft²) each. Contractor shall pay particular attention to the back sides of frame 5, foot holds in centerline bulkhead, chain pipe bell mouth castings and doubler plate located in the lower forward corner of the port locker compartment.

8.2.3 Owner's Representative shall be notified when cleaning of this area is complete so a visual inspection of prepped areas can be made prior to paint application.

8.3 Blast complete interiors of both hawsepipes and both spill pipes to SSPC-SP6 condition.

8.4 Upon completion of all prep, cleanup and inspection by Owners Representative, spot coat the locker and sump interiors as per Paint Schedule.

8.5 Coat spill pipe and hawsepipe interiors as per Paint Schedule for below the waterline hull treatment.

8.6 Anchor chain shall not be brought on board until after the coating has cured and the lockers have

been inspected by the Owner's Representative.

(9) Paint Schedule:

Chain Locker & Sump:

First Coat:	Spot coat Amerlock 2, Gray 4-6 mils DFT
Second Coat:	Amerlock 2, Gray 6-8 mils DFT
Third Coat:	Amerlock 2, White 6-8 mils DFT

Hawsepipes & Spill Pipes:

First Coat:	Amerlock 2, Gray 6-8 mils DFT
Second Coat:	Amerlock 2, Black 6-8 mils DFT

ITEM NO. 111: ANCHORS & CHAIN

(1) General: Inspect, blast and re-coat the ship's anchors and anchor chain.

(2) Owner-Furnished Information, ("OFI"): None for this item.

(3) Owner-Furnished Material, ("OFM") Paints. Replacement chain and fittings as required.

(4) Contractor-Furnished Material, ("CFM") Contractor shall provide all labor and materials (other than chain and fittings that may be provided by Owner) to perform the work identified below.

(5) Regulatory Requirements: Refer to section 5 (f) (Materials and Workmanship) of Attachment A.

(6) Coordination with other Work Items: Contractor is responsible for coordinating all specification items to provide the smoothest workflow and minimize the length of the shipyard availability.

(7) Safety Precautions: Refer to section 5 (h) (Safety, Fire Protection and Cleanliness) of Attachment A.

(8) Statement of Work:

8.1 Roust out both anchor chains, including anchors and bitter ends, onto the drydock floor. Chains are 7 shots (105 fathoms) for the starboard anchor and 6 shots (90 fathoms) for the port anchor of 1" Grade Two chain.

8.2 Water-wash and sand-sweep or tumble chains and anchors to SSPC-SP7 condition.

8.3 Inspect the chain, with Owner's Representative, including connecting links, pear links and swivels. Measure the length of six links in three places on each shot and provide measurements to the Owner's Representative. The measurement of six links should be 26-3/4" plus 3/4" minus 0". Take diameter measurements of at least three links in each shot. The diameter should exceed 0.90". If any shots are stretched or worn significantly beyond the tolerances stated above, the Owner may elect to replace them as noted in "Owner-Furnished Equipment" above. In either case, the replacement will be considered as part of this item. Any scrap chain will remain property of the Owner and will be loaded on the fantail of the ship prior to departure. The Owner's Representative may require, based on the measurements made, that some shots be moved in sequence or that the chain be "end-for-ended;" such work will be limited in nature and will be considered to be part of this item.

8.4 On completion of the inspection, paint anchors and chain as per Paint Schedule below. The chain will be hung for painting and marking.

8.5 All locking wires shall be replaced. Shackles, shackle bolts, locking pins, swivels and other anchor chain fittings shall be generously lubricated with a suitable waterproof compound approved by the Owner.

8.6 At the completion of all work, and after all paint has cured, return chain to ship, connect Owner furnished "weak link" and flake chain back into the chain locker in neat rows.

(9) Paint Schedule:

Anchors & Chain:

First Coat:	Amerlock 2, Red 4-6 mils DFT
Second Coat	Amerlock 2, Black 4-6 mils DFT

Re-mark and paint shots as follows:

- The detachable links are to be painted red, white or blue - red for 15 fathoms, white for 30, blue for 45, red for 60, white for 75 and so on.
- At the 15-fathom mark, one (1) link on each side of the detachable link is to be painted white, and one turn of wire to be wrapped securely around each stud. At the 30-fathom mark, two links on each side of the detachable link are to be painted white with two (2) turns of wire wrapped around the studs of the second links from the detachable link (and so on for each subsequent shot).
- The second to last shot will be given a top coat of yellow and the last (inboard) of red.
- Paint used in marking shall be a high gloss marine striping paint and shall be allowed to become dry and hard before stowing in the chain locker.

ITEM NO. 112: BOW THRUSTER

(1) General: This item provides for inspection and maintenance of the bow thruster, including bearing and clearance readings and ultrasonic testing of seachest & U-tube.

(2) Owner-Furnished Information, ("OFI"):

Bow thruster:	White-Gill Dwg. #2162, sheets 1 & 2 (vice 1634)
Fr's, Flr's & Bhd's stem to Fr 12:	PBI Dwg. #9250-101-2, Rev. B
Mn. Dk. shell expansion, stem to Fr 12:	PBI Dwg. No. 9250-107-1, Rev. C
Bow Thruster installation:	PBI Dwg. # 9250-203-4, Rev. B
Coupling for Motor Drive:	PBI Dwg. # 9250-203-6, Rev. B

(3) Owner-Furnished Material, ("OFM"): Allube AquaShield grease for bearings. Owner may elect to provide any required replacement parts or provide a Change Work Authorization for purchase of parts to Contractor.

(4) Contractor-Furnished Material, ("CFM"): Contractor shall furnish all labor and material to accomplish the specified work other than replacement parts that may be provided by the Owner.

(5) Regulatory Requirements: Refer to section 5 (f) (Materials and Workmanship) of Attachment A.

(6) Coordination with other Work Items: Contractor is responsible for coordinating all specification items to provide the smoothest workflow and minimize the length of the shipyard availability.

(7) Safety Precautions: Refer to section 5 (h) (Safety, Fire Protection and Cleanliness) of Attachment A.

(8) Statement of Work:

8.1 Take & record clearance readings on:

- 8.1.1 Rotor shaft gland neck ring.
- 8.1.2 Rotor tip/ liner radial clearance.
- 8.1.3 Rotor/guide vane hub clearance.
- 8.1.4 Rotor shaft internal bearing/ sleeve radial clearance.
- 8.1.5 Discharge deflector/distance piece hub clearance.
- 8.1.6 Discharge deflector/ distance piece rim clearance
- 8.1.7 Discharge deflector/ distance piece chamfer clearance.
- 8.1.8 Discharge deflector/ distance piece radial wobble about true center. (Record movement)
- 8.1.9 Rotor radial wobble about true center. (Record movement)

8.2 Remove the thruster screens and pump impeller, the steering deflector, the lower section of the steering shaft, and shaft tube extension. Indelible witness marks must be made prior to removal to ensure proper orientation for reinstallation. Remove two manhole covers on "U" tube for internal inspection.

8.3 After interior of B.T. intake sea chest and tube has been blasted, take a minimum of eight (8) UT readings per side of sea chest and tube area. Check for eroded welds and hairline cracks around hard points. (Note: U-tube is constructed of ductile iron and should not be gaged as steel.)

8.4 Check and record end play on steering shaft.

8.5 Check SS bearings and housings and impeller bearing. Repack all bearings using Allube AquaShield 109 AF20015 or equal.

8.6 Renew packing on pump shaft and steering shaft.

- 8.7 Verify that the steering shaft flange bolts are wired in place.
- 8.8 Renew the 2 (10"x1 ½") round zincs on the manhole covers.
- 8.9 Paint the interior of sea chest and tube as per Item No. 103 (Painting Underwater Body).
- 8.10 Reassemble the unit. No power or air tools are to be used for reassembly of any bow thruster component. Test run the steering deflector 360 degrees in each direction. The thruster pump shall be tested during sea trials.
- 8.11 The removal and reinstallation of the bow thruster components shall be done in the presence of the Owner's Representative.

ITEM NO. 113: TAILSHAFT, RUDDER & CPP

(1) General: Remove, inspect, gage and reinstall tailshaft & propeller. Check rudder bearing clearances & repack post. Inspect & maintain Controllable Pitch Propeller system. Inspect and gage stern tube bearings.

(2) Owner-Furnished Information (“OFI”)

Skeg, Bottom Plate	PBI Dwg. No. 9250-103-4, Rev. C
Shafting Arrangement	PBI Dwg. No. 9250-203-1, Rev. C
Propeller Shaft and Coupling Detail	PBI Dwg. No. 9250-203-2, Rev. C
Shaft Installation	Bird Johnson Dwg. # 107241000
Hub Assembly	Bird Johnson Dwg. # 107242000
OD Box Assembly	Bird Johnson Dwg. # E010RA07000 Rev D

(3) Owner-Furnished Material, (“OFM”):

- 3.1 Bearing staves (if required).
- 3.2 Replacement tailshaft.
- 3.3 Replacement propeller hub and blades (if required).
- 3.4 CPP oil.

(4) Contractor-Furnished Material, (“CFM”): Contractor shall supply all labor and material (other than that shown as Owner-Furnished) to accomplish the specified work.

(5) Regulatory Requirements: Refer to section 5 (f) (Materials and Workmanship) of Attachment A.

(6) Coordination with other Work Items: Contractor is responsible for coordinating all specification items to provide the smoothest workflow and minimize the length of the shipyard availability.

(7) Safety Precautions: Refer to section 5 (h) (Safety, Fire Protection and Cleanliness) of Attachment A.

(8) Statement of Work:

All activities concerning the tailshaft and propeller will be accomplished under the direction of a qualified technical representative furnished by the Owners Representative. The Contractor shall provide all labor and materials (other than that shown as Owner-Furnished) to perform the work identified below:

8.1 The Controllable Pitch Propeller system oil shall be drained from the hub and tailshaft (approximately 100 gallons). Two samples will be taken for inspection under the supervision of the Owner’s Representative. First sample will be taken immediately after opening the system. A second will be taken after approximately 10 gallons have drained from the system. Samples are to be delivered immediately to the Owner’s Representative. The remaining oil is to be disposed of by Contractor.

8.2 Prior to withdrawing tail shaft, the monkey rudder will have to be removed from the Kort nozzle by flame cutting and lowered to the drydock floor.

8.3 Remove the end cap, disengage and remove the valve pin liner. **Move tailshaft cooling line out of way prior to disassembly of the coupling.** Remove shaft muff coupling and stern tube packing. (CAUTION: Be sure all parts are match marked for reinstallation.) Tailshaft section is to be cleaned prior to drawing through stave bearings and shaft tube.

8.3.1 Contractor is to drill and tap ½ of muff coupling for jacking screws.

8.4 Uncouple the valve rod and withdraw tailshaft and propeller as a unit to the drydock floor. The propeller and shaft must be moved to the inside shop, or to a clean, dry area. Contractor shall provide for safe storage of the shaft off of the vessel while all shaft, propeller, stern tube and rudder work is being performed.

8.5 Visually inspect the stave bearings. Take tailshaft bearing clearance readings, forward and aft stern tube, minimum of eight readings at each end of tube.

8.6 In the event any bearing staves need replacing the Owner will furnish the staves. All old staves removed shall be given to the Owner's Representative for length verification of new staves.

8.7 Tailshaft tube preservation work, including water blasting and painting (per Item 103), shall be done while the tailshaft is out for inspection.

8.8 No sandblasting, painting or controllable airborne debris shall be occurring or present when the system is open. Any damage occurring or delays resulting as a result of blast operations while the system is open shall be repaired at Contractor's expense. Remove the propeller and components from the tail shaft. Inspect the propeller blades and test fit of blade bolthole landings to faces. Reinstall propeller components on the shaft.

8.9 Inspect and clean load control system components. Overhaul CPP Oil Distribution Box in accordance with manufacturer's recommendations. This will include, at a minimum, replacement of the forward and aft lip seals and O-rings; cleaning and inspection and gaging of the forward and aft bearings; inspection of sliding blocks and ring; replacement of control arm seals; and inspection and gaging of the shaft section internal to the box. Clean, inspect and lap (if necessary) all hydraulic manifold valves and the check valves on the hydraulic line coming from the CPP head tank (below the O.D. Box.)

8.10 Remove, inspect and clean the check valves on the hydraulic line coming from the CPP head tank (below the O.D. Box.)

8.11 Take rudder stock and pintle bearing clearance readings. Renew packing in upper rudder post.

8.11.1 **Option Item** Contractor to provide pricing for removal and reinstallation of Kort nozzle and rudder stock in the event additional repair work is discovered requiring nozzle removal. Owner to supply replacement pintle bearing and Kort nozzle bearing if required.

8.12 The hub and propeller are to be assembled onto shaft, prior to shaft being installed.

8.13 Power clean CPP room bilge (up to level of floorplates) of any and all debris, water and oil residue. Paint bilge up to deck plates with Owner furnished paints.

8.14 Complete reinstallation of all associated appurtenances. New 1-1/8" packing shall be installed. A final clearance check will be accomplished between the tailshaft and the stern bearing and presented to the Owner. The Contractor shall refill the system with new Owner furnished EAL-46 hydraulic oil (Approximately 100 gallons).

8.15 Prior to reconnecting and torquing muff coupling, take run outs on shaft to check alignment.

8.16 An accurate pitch check shall be performed prior to refloat and during sea trials and witnessed by the Owner's Representative. This will include comparing the pitch marks on the hub to the pointer on the oil distribution box (prior to refloat), and the OD box pointer to the pitch indicators in the pilothouse, bridge wing repeater box and aft control station while underway. Any error between the pitch marks on the hub and the pointer on the OD box are to be corrected and the pitch check is to be repeated. Minor discrepancies between the other pitch indicators are allowed at the discretion of the Owner's Representative.

8.17 Dimensional Notes:

8.17.1 Stuffing Box: Stuffing box is not a split box as shown on print. Box has a 3/8" extension compression head attached to 1/4" original compression head by two (2) flathead screws. Overall depth of compression head is 3/4".

8.17.2 Staves: Forward staves are 23-1/8" in length. Aft staves are 47".

ITEM NO. 114: VALVES

(1) General: Remove the valves listed in this Item for inspection, cleaning, and repair or replacement whichever is more economical. Any valve that is found to be defective beyond economical repair shall be reported to the Owner's Representative immediately.

(2) Owner-Furnished Information ("OFI"): None for this Item.

(3) Owner-Furnished Material, ("OFM"): None for this item.

(4) Contractor-Furnished Material, ("CFM"): Contractor shall furnish all labor and material, other than replacement valves that may be supplied by the Owner, if required.

(5) Regulatory Requirements: Refer to section 5 (f) (Materials and Workmanship) of the Attachment A.

(6) Coordination with other Work Items: Contractor is responsible for coordinating all specification items to provide the smoothest workflow and minimize the length of the shipyard availability.

(7) Safety Precautions: Refer to section 5 (h) (Safety, Fire Protection and Cleanliness) of Attachment A

(8) Statement of Work:

8.1 Provide labor and materials required to recondition or replace the valves in this item.

8.2 While in drydock, openings in the hull caused by disassembled shell valves shall be closed up temporarily at the end of the workday by replacing the valve or by blank flanging the openings. Before the dock is flooded, all shell valves shall be inspected to assure that they are secured. While flooding the dock, continuous inspection of sea valves shall be made until the ship is afloat and all valves are under a normal working head.

8.3 Remove valves. The removal of all valves must be completed within 72 hours from the commencement of haulout. Disassemble, clean, lap in seats on all metallic valves. Clean valve stem threads and polish stems in way of gland packing. Inspect composition seats in butterfly valves for damage. All butterfly valves are to be hydro-tested at 25psi minimum. All metal-contact seating valves (globe, gate, wafer, etc.) are to be tested by dye-transfer ("blue fit"). All tests to be witnessed and approved by Owner's Representative, and by ABS Surveyor at the surveyor's discretion. A written report of all valves tested shall be submitted to the Owner's Representative, in electronic form with a printed copy, no less than 48 hours prior to re-floating the vessel.

8.4 Reassemble all valves with correct size, type and number of rings and new packing, and reinstall. Install with new flange gaskets on all flanged type valves. Renew all burned off, missing or defective bolts, studs, nuts, or other fastenings with material equivalent to original.

8.5 If any valve is found to be defective beyond economical repair it shall be reported to the Owner's Representative immediately. Valve repair (beyond the scope of item 3) or replacement, if required, will be authorized by a Change Work Authorization and/or with Owner-Furnished equipment, but time and labor to install the valve(s) shall be considered within the scope of the original contract.

8.6 Valves to be serviced under this item are in Appendix A.

ITEM NO. 115: MAIN ENGINE HEAT EXCHANGERS

[1] General:

Clean, preserve and pressure-test main engine lube oil and jacket water heat exchangers.

[2] Owner-Furnished Information (“OFI”)

None for this item.

[3] Owner-Furnished Material: (“OFM”)

None for this item.

[4] Contractor-Furnished Material: (“CFM”)

Contractor shall furnish all labor and materials , including gaskets, seals, and zincs, to accomplish the specified work.

[5] Regulatory Requirements:

Refer to section 5.6 (Materials and Workmanship) of the General Provisions section.

(6) Coordination with Other Work Items: Contractor is responsible for coordinating all specification items to provide the smoothest workflow and minimize the length of the shipyard availability.

[7] Safety Precautions:

Refer to section 5.8 (Safety, Fire Protection and Cleanliness) of the General Provisions section.

[8] Statement of Work:

Contractor shall provide all labor and materials to:

8.1. Remove both engine jacket water and lube oil heat exchangers from the ship and transfer to inside shop. Lube oil and coolant removed from heat exchangers shall be disposed of by Contractor.

8.2. Disassemble both heat exchangers and acid clean.

8.3. Fill and resurface interior surfaces of all end bells to original thickness using Belzona 1391 “Ceramic HT-Metal” compound or equal. When fully cured, install new zinc anodes in end bells.

8.4. Reassemble the heat exchangers using new gaskets and seals.

8.5. Hydrostatic test both sides of both heat exchangers to manufacturer’s specifications (75 psi), hold pressure for at least 30 minutes. Tests are to be conducted in the presence of Owner’s Representative.

8.6. Any tube leak repair will be covered by a Change Work Authorization. Any other leak repair shall be covered by this item.

8.7. Re-install the heat exchangers in ship and add oil and coolant necessary to bring levels up to normal. Visually inspect both systems for leaks when brought under main engine pressure during sea-trial.

ITEM NO. 201: Ship's Service Diesel Generators

(1) General: This item provides for removal and reinstallation of the alternators of both Ship's Service Diesel Generators (SSDGs). Alternators are Kato model 06P04-1500 with internal exciters.

(2) Owner-Furnished Information, ("OFI"): Manufacturer's manuals as required.

(3) Owner-Furnished Material, ("OFM"): None for this item.

(4) Contractor-Furnished Material, ("CFM"): Contractor shall furnish all labor and materials to accomplish the specified work.

(5) Regulatory Requirements: Refer to section 5 (f) (Materials and Workmanship) of Attachment A.

(6) Coordination with Other Work Items: Contractor is responsible for coordinating all specification items to provide the smoothest workflow and minimize the length of the shipyard availability.

(7) Safety Precautions: Refer to section 5 (h) (Safety, Fire Protection and Cleanliness) of Attachment A.

(8) Statement of Work: The Contractor shall provide all labor and materials to:

8.1 Mechanically separate (Ship's force will electrically disconnect) both SSDG alternators from their respective engines. Prior to separation, aft (drive) end of each engine to be cribbed underneath and/or supported overhead to maintain alignment and stability, suitable padding/chaffing gear to be placed between rotor and stator, and rotor to be secured to prevent movement. Shim packages to be removed, bound and safely stowed immediately after alternator is separated from engine.

8.2 Rig alternators out of machinery space and out to drydock. Alternators shall be placed on suitable pallets for transportation off the drydock and facility by truck.

8.3 When testing and overhauls are complete and alternators returned, rig alternators aboard and into machinery space. Reinstall alternators to engines.

ITEM NO. 202: Main Lab Deck

(1) General: This item provides for the restoration of a section of internal decking.

(2) Owner-Furnished Information, ("OFI"): REL Dwg. # 2832-A12 Rev 8, Sht 1

(3) Owner-Furnished Material, ("OFM"): None for this item.

(4) Contractor-Furnished Material, ("CFM"): Contractor shall furnish all labor and materials to accomplish the specified work.

(5) Regulatory Requirements: Refer to section 5 (f) (Materials and Workmanship) of Attachment A.

(6) Coordination with Other Work Items: Contractor is responsible for coordinating all specification items to provide the smoothest workflow and minimize the length of the shipyard availability.

(7) Safety Precautions: Refer to section 5 (h) (Safety, Fire Protection and Cleanliness) of Attachment A.

(8) Statement of Work:

8.1 Remove 9 square feet (3ft x 3ft) of epoxy decking material inboard of Main Lab starboard WTD (Frame 51). Inspect underlying steel and provide Condition Found Report to Owner's Representative.

8.2 Any steel repairs indicated by the CFR will require a Change Order.

8.3 Install new decking material and fair to existing deck. Existing material is Dex-O-Tex Epoxy Terrazzo "M" with "Subkote #1" underlayment. Prep and paint of this area will be completed by the owner

ITEM NO. 203: Transducer Well Preservation

(1) General: Spot prep and re-coat transducer void space.

(2) Owner-Furnished Information, (“OFI”):

(3) Owner-Furnished Material, (“OFM”): All paints will be Owner furnished.

(4) Contractor-Furnished Material, (“CFM”): Contractor shall furnish all labor and materials to accomplish the specified work.

(5) Regulatory Requirements: Refer to section 5 (f) (Materials and Workmanship) of Attachment A.

(6) Coordination with Other Work Items: Contractor is responsible for coordinating all specification items to provide the smoothest workflow and minimize the length of the shipyard availability.

(7) Safety Precautions: Refer to section 5 (h) (Safety, Fire Protection and Cleanliness) of Attachment A.

(8) Statement of Work: The transducer void space is located on the centerline between frames 55 and 61 and shares common bulkheads with seawater ballast tanks (SW #8 and SW #9) and the shaft alley. The space is approximately four feet (4’) high and ten feet (10’) long; surface area approximately 450 square feet. Access to the transducer void is through a hatch in the berthing area.

8.1 Prior to the start of any work in the transducer void, the Contractor will meet with the Owners Representative or their designee to review any cables or instruments that will need to be protected during the prepping and painting process. The Contractor will protect these instruments or cables from dust, grit or other damage that could occur during the prepping and painting process.

8.2 Spot prep the transducer void to SSPC-SP-3 condition. For estimating purposes, assume a total of four (4) non-contiguous areas of four square feet (4 ft²) each.

8.3 Owner’s Representative shall be notified when prepping of this area is complete so a visual inspection of prepped areas can be made prior to paint application.

8.4 Upon completion of all prep, cleanup and inspection by Owners Representative, spot coat all prepped areas and top coat as per *Oceanus* Paint Schedule.

(9) Paint Schedule:

Transducer Void:

First Coat:	Spot coat Amercoat 235, Gray 4-6 mils DFT
Second Coat:	Amercoat 235, Buff 6-8 mils DFT
Third Coat:	Amercoat 240, White 6-8 mils DFT

ITEM NO. 204: Transducer Well Bilge Alarm

(1) General: Mount bilge alarm sensor in transducer void and run sensor wiring to alarm panel. (Owner to perform final connection at panel.)

(2) Owner-Furnished Information, (“OFI”): None for this item.

(3) Owner-Furnished Material, (“OFM”): Any paints needed will be Owner furnished. Owner to furnish bilge alarm sensor.

(4) Contractor-Furnished Material, (“CFM”): Contractor shall furnish all labor and materials to accomplish the specified work.

(5) Regulatory Requirements: Refer to section 5 (f) (Materials and Workmanship) of Attachment A.

(6) Coordination with Other Work Items: Contractor is responsible for coordinating all specification items to provide the smoothest workflow and minimize the length of the shipyard availability.

(7) Safety Precautions: Refer to section 5 (h) (Safety, Fire Protection and Cleanliness) of Attachment A.

(8) Statement of Work: The transducer void space is located on the centerline between frames 55 and 61 and shares common bulkheads with seawater ballast tanks (SW #8 and SW #9) and the shaft alley. The space is approximately four feet (4') high and ten feet (10') long; surface area approximately 450 square feet. Access to the transducer void is through a hatch in the berthing area.

8.1 Fabricate attachment point/bracket and mount at a location in the void to be specified by Owner's Representative. Paint any disturbed area and the finished bracket in accordance with the Paint Schedule below.

8.2 Install cabling from sensor to alarm panel. Cable is to be 16AWG low-smoke marine type LSTSGU-3. Alarm panel is located inside the Generator Room on the Main/Break deck at approximately Frame 21 near centerline. A minimum of 4 feet of extra cable will be provided at the panel end. Existing wireways, multi-cable transits and deck penetrations will be used.

ITEM NO. 205: Deluge Shower System Modification

(1) General: Remove and cap 1 emergency deluge shower. Modify system to achieve 10-20gpm flow rate at remaining two showers.

(2) Owner-Furnished Information, ("OFI"): REL Dwg 2832-P56, "Piping Modifications Incidental to Labs & Crews Quarters," Rev 3 (2 sheets)

(3) Owner-Furnished Material, ("OFM"): None for this item.

(4) Contractor-Furnished Material, ("CFM"): Contractor shall furnish all labor and materials to accomplish the specified work.

(5) Regulatory Requirements: Refer to section 5 (f) (Materials and Workmanship) of Attachment A.

(6) Coordination with Other Work Items: Contractor is responsible for coordinating all specification items to provide the smoothest workflow and minimize the length of the shipyard availability.

(7) Safety Precautions: Refer to section 5 (h) (Safety, Fire Protection and Cleanliness) of Attachment A.

(8) Statement of Work:

8.1 Remove aft deluge shower located in vestibule at FR 57 on centerline. Remove all associated piping and valving and cap supply stub.

8.2 Provide piping, valving and any other necessary items and labor to increase flow rate at remaining deluge showers (FR 39 centerline in passageway and FR 37 starboard in wet lab.) Final flow rate to be no greater than 20gpm and no less than 15gpm at 30psi.

ITEM NO. 206: Fuel Oil Daytank Piping and Valves

(1) General: Install ¾" valved crossover line between port and starboard main engine daytanks. Remove existing emergency shutoff valves and install two new quick-closing valves in tank lines to engine.

(2) Owner-Furnished Information, ("OFI"): PBI Dwg # 9250-210-1 "Fuel Oil System Arrangement & Details, FR 20 – 32"

(3) Owner-Furnished Material, ("OFM"): 2x ¾" LK Emergency Shutoff valves (W&O Supply #973557-020.ANSI

(4) Contractor-Furnished Material, ("CFM"): Contractor shall furnish all labor and materials to accomplish the specified work.

(5) Regulatory Requirements: Refer to section 5 (f) (Materials and Workmanship) of Attachment A.

(6) Coordination with Other Work Items: Contractor is responsible for coordinating all specification items to provide the smoothest workflow and minimize the length of the shipyard availability.

(7) Safety Precautions: Refer to section 5 (h) (Safety, Fire Protection and Cleanliness) of Attachment A.

(8) Statement of Work:

8.1 Install piping between #1P and #1S Fuel Oil tanks to allow gravitation. Piping to be ¾" Schedule 40 steel. Install 150# ductile iron globe valves in accessible locations to allow isolation and throttling.

8.2 Remove existing daytank engine suction valves and associated emergency ball valves. Modify piping connections at tank as necessary to install 2 Owner-furnished quick-closing valves. Reconnect emergency pull cables to new valve assemblies.

ITEM NO. 207: Engine Room Bilge Preservation

(1) General: Prep and coat engine room bilge.

(2) Owner-Furnished Information, (“OFI”):

(3) Owner-Furnished Material, (“OFM”): All paints will be Owner furnished.

(4) Contractor-Furnished Material, (“CFM”): Contractor shall furnish all labor and materials to accomplish the specified work.

(5) Regulatory Requirements: Refer to section 5 (f) (Materials and Workmanship) of Attachment A.

(6) Coordination with Other Work Items: Contractor is responsible for coordinating all specification items to provide the smoothest workflow and minimize the length of the shipyard availability.

(7) Safety Precautions: Refer to section 5 (h) (Safety, Fire Protection and Cleanliness) of Attachment A.

(8) Statement of Work: The owner is responsible for cleaning bilges of all debris and petroleum-based residue. Prior to start of any mechanical prep, the contractor and Owners Representative will meet to confirm the acceptability of the bilge cleaning.

8.1 Spot prep the engine room bilges to SSPC-SP-3 condition. For estimating purposes, assume a total of four (10) non-contiguous areas of four square feet (4 ft²) each.

8.2 Owner’s Representative shall be notified when prepping of this area is complete so a visual inspection of prepped areas can be made prior to paint application.

8.3 Upon completion of all prep, cleanup and inspection by Owners Representative, apply paint as per the following schedule:

First Coat:	Amerlock 2, Blue 6-8 mils DFT
Second Coat:	Amerlock 2, Off-White 6-8 mils DFT

Appendix A - Oceanus Valves-2017 Shipyard

Frame	Size	Type	Ea.	System	Location	Group
6-CL	2"	Gate-Stl-Com Flg.	1	F/P-fill / Suction	Forepeak Tank	Ballast
8- CL	1.25"	Gate Bronze/com flg.	1	BT vent	Bowthruster room	BT
9-Stbd	4"	Gate,Bronze/Flg	1	Bio-SW	Bowthruster room	Bio
15-Port	5"	Globe,Stop/Check	1	M.E.	Engineroom	ME
16-Stbd.	3"	Globe,Stop/Check	1	Evap-OVBD	Engineroom	Evap
16-Stbd.	2"	Butterfly	1	Eng./ sterntube cooling	Engineroom	ME
17-Port	2"	Check valve	1	s/s gen R/w OV/BD	Gen room	S/S Gen
21-Stbd	6"	Butterfly	1	R/W Suction ME	Engineroom	Stbd-Seachest
22-Port	4"	Butterfly	1	R/W Suction S/S Gen	Engineroom	Port Seachest
22-Port	4"	Check valve	1	R/W Suction S/S Gen	Engineroom	Port-Seachest
23-Port	4"	Butterfly	1	Suction Firepump	Engineroom	Port-Seachest
23-Port	4"	Check valve	1	Suction Firepump	Engineroom	Port-Seachest
23-Port	4"	Butterfly	1	Suction G.S pump	Engineroom	Port-Seachest
23-Port	4"	Check valve	1	Suction G.S pump	Engineroom	Port-Seachest
23-Stbd	2"	Butterfly	1	Evap-R/W Suction	Engineroom	Stbd-Seachest
24-Stbd	10"	Butterfly	1	Seachest to crossover	Engineroom	Stbd-Seachest
24-Port	10"	Butterfly	1	Seachest to crossover	Engineroom	Port-Seachest
24-Port	2"	Globe	1	Aux.AC R/W pump	Engineroom	Port-Seachest
25-Stbd	2"	Butterfly	1	HW to Seachest	Engineroom	Stbd-Seachest
25-Port	2"	Butterfly	1	HW to Seachest	Engineroom	Port-Seachest
25-Stbd	1"	Angle Globe	1	Seachest Blowdown	Engineroom	Stbd-Seachest
25-Port	1"	Angle Globe	1	MSD R/W Pump	Engineroom	Port-Seachest
25-Stbd	1"	Angle Globe	1	Seachest vent	Engineroom	Stbd-Seachest
25-Port	1"	Angle Globe	1	Seachest vent	Engineroom	Port-Seachest
27-Port	3"	Lift check/ globe	1	s/s gen R/w OV/BD	Engineroom	Overboard
27-Port	2"	Globe,Stop/Check	1	AC R/W -Ov/BD	Engineroom	Overboard
27-Port	2"	Regulating Valve	1	General service	Engineroom	General service
27-Port	2"	Check valve	1	Redgear ov/bd	Engineroom	Redgear
27-Port	2"	Gate	1	Redgear ov/bd	Engineroom	Redgear
30-Port	1"	Ball valve	1	OWS Ov/Bd	Engineroom	OWS
31-Port	2.5"	Scupper valve	1	Sewage ov/Bd	Engineroom	Sewage ov/bd
31-Port	5"	Globe,Stop/Check	1	Manifold Ov/Bd	Engineroom	Manifold ov/Bd
32-Port	3"	Gate--Com Flg.	1	Sewage suction	Engineroom	Sewage Suction
32_Stbd	3"	Gate-Com Flg	1	Sewage suction	Engineroom	Sewage Suction
34-Port	3"	Flapper valve	1	Black water fill	Fwd Saft Alley	Sewage-Fill
34-Port	4"	Flapper valve	1	Black water fill	Fwd Saft Alley	Sewage-Fill
34-Stbd	3"	Flapper valve	1	Gray water fill	Fwd Saft Alley	Sewage-Fill
34"-Stbd	4"	Flapper valve	1	Gray water fill	Fwd Saft Alley	Sewage-Fill
39-Port	2"	stop/check	1	Drain Ov/bd	Stateroom # 4	Drain ov/bd
39-Stbd	2"	stop/check	1	Drain Ov/bd	Stateroom # 3	Drain ov/bd

43-Port	2"	stop/check	1	Drain Ov/bd	Stateroom # 6	Drain ov/bd
44-Stbd	2"	stop/check	1	Drain Ov/bd	Stateroom # 5	Drain ov/bd
46-Port	2"	stop/check	1	Drain Ov/bd	Stateroom # 8	Drain ov/bd
65-CL	1.25"	Ball valve	1	Shaft packing cooling	CPP-Room	Shaft cooling
75-Port	1"	Gate	1	Dynacon cooling-ov/bd	Winchroom	Winch oil cooler

**EXHIBIT B
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

The undersigned hereby certifies under penalty of perjury that the Proposer, to the best of the undersigned's knowledge, is not in violation of any tax laws described in ORS 305.380(4).

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 OSU Standard 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 Request for Proposal and all Exhibits and Addenda to the 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 Request for Proposal and the Contract; and
4. Has provided a correct Federal Employer Identification Number or Social Security Number with the Proposal.

SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS

If Proposer is awarded a contract from this 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: _____

Company: _____

Address, City, State, Zip: _____

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

Business Designation (check one):

- Corporation Partnership LLC Sole Proprietorship Non-Profit

**EXHIBIT C
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: _____

EXHIBIT D
PRICING (Page 1 of 2)

Exhibit D instructions:

For contract award purposes the work items are separated into two classes:

CLASS A: Those items, such as drydocking, which are basic to the work and will be awarded on a fixed price basis.

CLASS B: Those items which are deemed optional by OSU and may, or may not, be awarded based on quoted price, need at time of drydock, or other information not available at the time the specifications were written.

Proposers shall submit a price for all items on Exhibit D. Class A and B items shall be bid on a fixed price per item basis. A total price, equaling the sum of all bids for Class A and B items will be provided.

OSU reserves the right to award any one item, or any combination of items, or none of the items included in these specifications. OSU may elect to not award any particular item or combination of items if it is determined to be in the best interest of OSU.

The financial proposals shall be awarded points based on the lowest total cost to OSU. The total number of price points available will be 100.

**EXHIBIT D
PRICING (Page 2 of 2)**

Class A Items - Basic		
No.	Description	Cost
101	Drydocking and Berthage	
102	Utilities and Services	
103	Painting Underwater Body	
104	Painting Freeboard	
105	Seachest Crossover Pipe	
106	Void Preservation	
107	Hull and Tank Anodes	
108	Open & Inspect Tanks	
109	Potable Water Tanks	
110	Chain Locker and Hawsepipes	
111	Anchor & Chain	
112	Bow Thruster	
113	Tailshaft, Rudder & CPP	
114	Valves	
115	Main Engine Heat Exchangers	
	Subtotal Class A	

Class B Items - Optional		
No.	Description	Cost
201	Ship's Service Diesel Generators	
202	Main Lab Deck	
203	Transducer Well Preservation	
204	Transducer Well Bilge Alarm	
205	Deluge Shower System Modification	
206	Fuel Tank Crossover and Valves	
207	Engine Room Bilge Preservation	
	Subtotal Class B	
	Total A & B	