



**REQUEST FOR PROPOSAL
No. RFP110356257SF**

2019 DRYDOCK & REPAIR R/V OCEANUS

PROPOSAL DUE DATE AND TIME:
January 14, 2019, (1:00 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

1.0 GENERAL

1.01 SCHEDULE OF EVENTS

- Issue Date DECEMBER 10, 2018
- Pre-Proposal Conference and Ship Check DECEMBER 20, 2018 (10:00 am, PT)
- Deadline for Requests for Clarification or Change DECEMBER 28, 2018 (10:00 am, PT)
- Proposal Due Date and Time JANUARY 14, 2019 (1:00 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 20, 2018, 10:00 AM PT, at OSU Ship Operations, 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

Name: Shannon Fanourakis
Title: Purchasing Analyst
Telephone: 541-737-6995
Fax: 541-737-2170
E-Mail: Shannon.Fanourakis@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 that are intended to represent or convey particular ideas or meanings and are made in electronic form or inscribed on paper by hand, print, type, or other method of impression

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 an uninspected (under 300 GRT), steel-hulled, Diesel engine powered, oceanographic research vessel owned by the National Science Foundation and operated under a cooperative agreement by Oregon State University (for specification purposes Oregon State University will be referred to as “the Owner” throughout this document).

The principal dimensions of the vessel are:

Length Overall	177 feet
Beam	33 feet
Draft (full load)	17.5 feet
Displacement (full load)	1,305 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.

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. Oregon State offers undergraduate, master’s and doctoral degrees through 11 academic colleges, the Honors College, Graduate School and online Ecampus, enrolling more than 31,000 students from every county in Oregon, every state in the country and more than 110 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

General specifications and requirements are included as Attachment 1 to Exhibit A in a separate attachment to this RFP. See document entitled **Attachment 1 to Exhibit A – Specifications for the 2019 Drydocking and Repair of the Oregon State University Research Vessel Oceanus**” 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. Documented 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

The mandatory requirements are OSU's minimum needs and submittal requirements that the Proposer must address and meet in their written proposal, using the format provided in this RFP. The mandatory requirements are to be considered in addition to the other requirements, terms, and conditions detailed in other sections of this RFP.

While desirable features are not required, they are features that OSU finds highly attractive and for which OSU will award additional points. (See 6.02 Evaluation Criteria)

a. Past Performance and Investigation of References

i. Mandatory Requirements

All proposers shall submit at least four (4) references using the format given in Exhibit C. At least one reference shall be a Federal agency (USCG, NOAA, US Navy) or a State agency such as the Alaska Marine Highway System, Washington State Ferries, University of Washington, University of California, etc.). These references shall have had one or more vessels in the Proposer's facilities within the past five (5) years undergoing routine drydocking/repair periods. The list of references shall include company/agency name, contact name, current telephone number, mailing address, e-mail address, and name of Shipyard Contract Coordinator for the work performed, with accompanying resume. The name of the vessel and the year drydocked shall be included as well.

ii. Desirable Features (45 points possible)

References from more than one Federal or State agency as described above, particularly agencies operating oceanographic research vessels (NOAA, UW, UC/Scripps, etc.), are highly desirable. Questions asked by OSU to references may include but not be limited to:

- a) Satisfaction with the overall quality of work performed on the vessel. Did the work meet established regulatory agency requirements throughout?
- b) Did the quality and performance of work go beyond minimum acceptable standard?
- c) Did problems arise following completion of the yard period? If so, how did the shipyard deal with them?
- d) Did the shipyard establish a schedule and keep to it? Was the work completed on time?
- e) Did the yard deal effectively with unplanned events (e.g. "open and inspect" items where work beyond the original specification was required)?
- f) Did the shipyard provide written "Condition Found Reports" in a timely manner and with sufficient information for the Owner's Representative to make informed decisions on the scope of work needed?
- g) Did the shipyard provide cost estimates for additional work in a timely manner?
- h) Did the time and costs associated with "Additional Work Proposals" require frequent or high-level negotiation with the shipyard?
- i) Did the yard provide adequate safety and security measures for the vessel during the time it was in the yard (e.g. fire watches for all "hot work", security personnel in the yard outside of normal working hours, a well-developed and well-supervised safety program, etc.)?
- j) Were there any particularly notable experiences with the yard, good or bad?

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.

b. Facilities

i. Mandatory Requirements

R/V *Oceanus* has a deep draft (17.5ft at full load) for her length. The estimated maximum draft upon arrival at the shipyard will be approximately 15-16ft. The current editions of navigation charts published by NOAA will be used to determine the controlling water depths between the sea buoy and the Proposer’s facility. Should the charts show insufficient water depths for safe navigation, the Proposer must provide other competent documentation to show that depths are adequate for the safe navigation of *Oceanus* to the facility. Lack of safe navigation conditions will be sufficient cause to not award, or to cancel the Contract to a successful proposer. The shipyard shall provide all necessary pilots, tugs, and line handlers to move 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 move the ship into or out of the drydock.**

All proposers shall submit a description of their facility including the location, size and capacity of the drydock or lift 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 drydock or lift must be capable of safely hauling out the ship and providing adequate clearance around the ship for all work.

ii. Desirable Features (30 points possible)

Proposals will be evaluated on the following based on their response to the Mandatory Requirement above:

- a) Yards closer to *Oceanus*’ hailing port of Newport, Oregon are in most cases more desirable than those located further away, due to the increased expense for vessel transits, and the travel costs for OSU personnel traveling to and from the yard during the work.
- b) A yard with more than one drydock or lift capable of hauling *Oceanus* is preferable to a yard with only one. The availability of cranes, pier space, shop space and other facilities will also be considered.
- c) The availability of trades and shops (e.g. electrical, pipefitting, hydraulics, machine shop, etc.) on the facility or close by is highly desirable.

OSU will make the determination regarding the desirable criteria based on the information provided in the proposals. However, other published information may be obtained by OSU and evaluated, and a site visit may be required of the Proposer.

c. Timeline

i. Mandatory Requirements

Proposers shall submit a schedule stating the start and completion dates of each item listed in the detailed specifications in Attachment 1 to Exhibit A. Proposers shall state a maximum Substantial Completion date.

ii. Desirable Features (25 points possible)

The schedule should conform to the available shipyard period stated in Attachment 1 to Exhibit A,

“Vessel Availability.” If a Proposer wishes to add days beyond the available period stated, the Proposer must state how many days, and disclose the associated cost reduction to OSU if additional days are added.

- a) The schedule should allow “slack” for possible additional work (i.e., major specified items should be early in the period so that growth work can be accommodated without lengthening the overall repair period.)
- b) The schedule should indicate a good understanding of the scope of work for each item.
- c) The schedule should clearly separate items which cannot be performed simultaneously (e.g. blasting and painting the hull and drawing the tailshaft.)

The schedule should be flexible to accommodate weather conditions which may interfere with some activities.

d. Financial Proposal Evaluation and Points Award Methodology (140 possible points)

Class A and Class B Items:

For contract award purposes, the work items described in the Specifications are separated into two classes:

- Class A: Those items which are basic to the scope of work.
- Class B: Unit pricing for various common items.

Proposers shall submit a fixed price for each and all items. The total price shall be the sum of the bids for Class A items. OSU reserves the right to not award all Class A items, singly or in combination, if it is determined to be in the best interest of OSU.

Proposers must provide a cost sheet listing the cost per hour for various trades that will be applied to change orders; a breakdown of total work hours, material costs and subcontractor costs, the total of which shall equal the total cost of the Contract; and a cost per day covering all items in specifications 101 and 102 in Attachment 1 of Exhibit A for additional days required due to any approved change order.

Proposals must conform to the mandatory requirements and must include all features, characteristics and functions included as proposal response for award of desirable points.

The financial proposals shall be awarded points based on the lowest total cost to OSU, as follows:

- Class A 100 points maximum.
- Class B 40 points maximum (10 points per items 202-205.)

In both cases, the responsive and responsible proposer who proposes the lowest cost to OSU will receive the maximum number of points. Proposers whose cost is higher than the lowest will receive a fewer number of price points in a relational manner, as in:

- Proposer A’s cost is found to be \$275.00 (the lowest.)
Proposer A is awarded 100 price points.
- Proposer B’s cost is found to be \$302.
Proposer B is awarded 91 price points ($275/302*100$)
- Proposer C’s cost is found to be \$351.00.
Proposer C is awarded 78 price points ($275/351*100$)

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>
Past Performance and References	45 points
Facilities	30 points
Timeline	25 points
Financial	140 points
<u>Total Possible Points:</u>	<u>240 points</u>

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.

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 RFP110356257SF entitled 2019 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") RFP110356257SF 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 AND TERMINATION:

A. CONTRACT TERM

The effective date of the Contract will be the date of the last 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. 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.

C. 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.

D. 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 Contract. 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. 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.

5. 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.

6. 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 a 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>.

7. 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.

<u>Contracting Officer</u> OSU PCMM ATTN: Shannon Fanourakis 644 SW 13 th Street Corvallis, OR 97333 Telephone: (541) 737-6995 Fax: (541) 737-2170 E-mail: Shannon.Fanourakis@oregonstate.edu	and:	<u>Owners Representative</u> [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
SPECIFICATIONS FOR THE 2019 DRYDOCKING AND REPAIR
OF THE
OREGON STATE UNIVERSITY
RESEARCH VESSEL OCEANUS**

This page left intentionally blank

**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/AGENCY: _____ CONTACT _____

MAILING ADDRESS: _____

PHONE NUMBER: _____ EMAIL: _____

SHIPYARD CONTRACT COORDINATOR: _____
(Include resume)

NAME OF VESSEL AND YEAR DRY DOCKED: _____

REFERENCE 2

COMPANY/AGENCY: _____ CONTACT _____

MAILING ADDRESS: _____

PHONE NUMBER: _____ EMAIL: _____

SHIPYARD CONTRACT COORDINATOR: _____
(Include resume)

NAME OF VESSEL AND YEAR DRY DOCKED: _____

REFERENCE 3

COMPANY/AGENCY: _____ CONTACT _____

MAILING ADDRESS: _____

PHONE NUMBER: _____ EMAIL: _____

SHIPYARD CONTRACT COORDINATOR: _____
(Include resume)

NAME OF VESSEL AND YEAR DRY DOCKED: _____

REFERENCE 4

COMPANY/AGENCY: _____ CONTACT _____

MAILING ADDRESS: _____

PHONE NUMBER: _____ EMAIL: _____

SHIPYARD CONTRACT COORDINATOR: _____
(Include resume)

NAME OF VESSEL AND YEAR DRY DOCKED: _____

EXHIBIT D PRICING

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: Unit pricing for additional work.

Proposers shall submit a price for all items on Exhibit D. Class A shall be bid on a fixed price per item basis. Class B items shall be bid on a fixed quote per sub-item.

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 140.

203	Anodes (per each)	
204	UT Gauging (per 50 additional shots)	