



**REQUEST FOR PROPOSAL  
No. P158588598JF**

**Regional Class Research Vessels  
Portable Chemical Storage Units**

**PROPOSAL DUE DATE AND TIME**  
December 14, 2022 (3:00 PM, PT)

**SUBMITTAL LOCATION**

Oregon State University  
Procurement, Contracts and Materials Management  
644 SW 13<sup>th</sup> Avenue  
Corvallis, Oregon 97333

OSU Procurement, Contracts and Materials Management Offices are open Monday through Friday 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**

<https://bid.oregonstate.edu/rcrv1>

## 1.0 GENERAL

### 1.01 SCHEDULE OF EVENTS

▪ Issue Date.....	November 8, 2022 (3:00 pm, PT)
▪ Pre-Proposal Conference.....	November 16, 2022 (8:30 am, PT)
▪ Deadline for Requests for Clarification or Change.....	November 23, 2022 (3:00 pm, PT)
▪ Proposal Due Date and Time.....	December 14, 2022 (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 will be held on November 2, 2022, at 8:30 am PT via Zoom. Please contact the Administrative Contact listed under RFP Section 1.04, prior to the Pre-Proposal Conference date and time, to obtain a link to attend 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: John Flynn, NIGP-CPP, CPPO, CPPB  
Title: Procurement Contracts Officer  
Telephone: 541-737-7349  
Fax: 541-737-2170  
E-Mail: john.flynn@oregonstate.edu  
Physical Address: Oregon State University  
Procurement, Contracts and Materials Management  
644 SW 13th Avenue  
Corvallis, Oregon 97333

### 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. "Proposal Due Date and Time" means the date and time specified in a Request for Proposal as the deadline for submitting offers.
- c. "Days" means calendar days, including weekdays, weekends, and holidays, unless otherwise specified.
- d. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- e. "Proposal" means a binding offer submitted by an entity in Response to a Request for Proposal issued by OSU.
- f. "Proposer" means an entity that submits a response to a Request for Proposal issued by OSU.
- g. "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.
- h. "Responsible" means when an entity has demonstrated their ability to perform satisfactorily under a contract by meeting the applicable standards of responsibility outlined in OSU Standard 03-015, Sec. 5.16.3.i
- i. "Responsive" means when the Solicitation Response is substantially compliant in all material respects with the criteria outlined in a Request for Proposal.
- j. "Sealed" means a Solicitation Response to a solicitation document that has not been opened by OSU or

a Solicitation Response delivered by electronic means that has not been distributed beyond OSU personnel responsible for receiving the electronically submitted Solicitation Response.

- k. "Signed" means any mark, word, or symbol that is made or adopted by an entity indicating an intent to be bound.
- l. "Solicitation Response" means a binding offer submitted by an entity in response to a solicitation document issued by OSU.
- m. "Work" means the furnishing of all materials, equipment, labor, transportation, services, and incidentals necessary to successfully complete any individual item or the entire contract and carrying out and completion of all duties and obligations imposed by the contract.

## **2.0 INTRODUCTION AND BACKGROUND**

### **2.01 INTRODUCTION**

OSU Procurement, Contracts and Materials Management is seeking Responsive Responsible Proposers to submit Proposals for three (3) Portable Chemical Storage Units for use aboard Regional Class Research Vessels (RCRVs). The three (3) Portable Chemical Storage Units will be based upon the requirements described in this Request for Proposals. Both National and International suppliers may submit Proposals.

The RCRV project is a National Science Foundation (NSF) funded three-ship acquisition, outfitting and testing for general purpose oceanographic research focused on the coastal ocean. The RCRVs, as part of the United States Academic Research Fleet, will be modern well-equipped vessels for essential coastal ocean research in regions of the continental United States and Alaska. Over an anticipated 35- to 40-year lifecycle, the vessels will serve as cost-effective platforms for multi-disciplinary ocean observations, sampling and process studies; as platforms for training future scientists, engineers, and educators; and for information sharing and public outreach about the basic sciences as well as national security and coastal community development and socioeconomics. Addition RCRV project information can be found at: <https://ceoas.oregonstate.edu/regional-class-research-vessel-rcrv>.

OSU is using a Request for Proposals (RFP) formal competitive process to select a Proposer. The RFP is a best value procurement process which allows OSU to consider qualitative factors in addition to price or cost. OSU intends that this process result in a Firm Fixed Price (FFP) contract that provides quality Work, in a timely manner, at a reasonable price.

### **2.02 BACKGROUND**

Oregon State University's College of Earth, Ocean, and Atmospheric Sciences (CEOAS) is an internationally recognized leader in the study of the Earth as an integrated system that includes the human dimension. It operates numerous state-of-the art laboratories; one oceanographic research vessel, the 54-foot coastal research vessel *Elakha*; operates the Endurance Array of the Oceans Observing Initiative; and is overseeing the construction of three new Regional Class Research Vessels for the US Academic Research Fleet.

OSU has entered into a fixed price contract with Bollinger Houma Shipyards, LLC to construct three Regional Class Research Vessels (RCRVs). The Vessel(s) are Federally funded via a Cooperative Agreement between OSU and the National Science Foundation (NSF), through NSF's Major Research Equipment Facility and Construction (MREFC) program. Upon completion of construction and delivery, the RCRVs will be owned by NSF and will function as part of the United States Academic Research Fleet. The vessels are under construction by Bollinger Houma Shipyards, LLC located in Houma, Louisiana.

The RCRVs are 199'6", 3300bhp Diesel-electric, highly flexible and highly maneuverable oceanographic research ships. They will be inspected by the United States Coast Guard, and classed by the American Bureau of Shipping for hull, machinery, dynamic positioning, automated controls, and limited operation in ice.

Each vessel will be located and operated by a competitively selected Operating Institution (OI) for each oceanographic region of the United States. OI1 will be OSU in the Pacific region, OI2 will be the East Coast

Oceanographic Consortium led by the University of Rhode Island for the Atlantic Region, and the Gulf-Caribbean Oceanographic Consortium for the Gulf of Mexico and Caribbean region. All systems will need to be flexible to accommodate the operations in the diversity of all of these regions.

### 2.03 OREGON STATE UNIVERSITY

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. Oregon State is one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. Oregon State is also the only Oregon institution to have earned both Carnegie Foundation classifications for Highest Research Activity and Community Engagement, a recognition of the depth and quality of its graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, Oregon State has a presence in all 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 / SAMPLE CONTRACT**

### 3.01 SAMPLE CONTRACT

OSU is requesting Proposals for the design, construction, and delivery of Portable Chemical Storage Units for the RCRVs. Proposals should also include related services and materials, including design engineering, labor, materials, machinery, components, fabrications, equipment, or other incidentals necessary or convenient to the successful completion of the Work and the carrying out of all required duties and obligations.

The details of the Statement of Work for the Portable Chemical Storage Unit project are described in the Sample Contract, including contractual terms and conditions, attached as **Exhibit A**, Portable Chemical Storage Unit Specifications, attached as **Exhibit B** and Ship Drawings, attached as **Exhibit C**.

**The Sample Contract, including its Attachments are not to be filled-out or submitted in response to this RFP, reference RFP Section 5.02 Proposal Submittals**

## **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 for item a.:

- a. Demonstrated experience in construction of portable enclosures for hazardous materials, machinery, or other items/systems, requiring a high degree of environmental durability.

### 4.02 PREFERRED QUALIFICATIONS

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

- a. Demonstrated experience in construction of Portable Chemical Storage Units for use on oceangoing vessels or offshore facilities.
- b. Demonstrated familiarity with US Coast Guard regulations and international Classification Society rules.
- c. Demonstrated experience in meeting construction requirements exceeding typical commercial industry standards (i.e., beyond OSHA/NFPA/FM/UL as applicable.)
- d. Examples of one or more past construction projects for Federal or State agencies.

## 5.0 REQUIRED SUBMITTALS

### 5.01 QUANTITY OF PROPOSALS

Submit one (1) electronic or hard copy via any of the methods detailed in the Section 7.09 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 Section 5.02 below.

### 5.02 PROPOSAL SUBMITTALS

It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. If submittals are not substantially compliant in all material respects with the criteria outlined in the RFP, it may cause the Proposal to be deemed non-Responsive.

Proposers should submit the following submittals a. through j. and should also include all information requested under each submittal:

- a. Description of how the goods or services offered specifically satisfy the statement of work described in Section 3.
- b. Description of manufacturing facilities (including location and capability for simultaneous construction of two or more units.
- c. Detailed schedule for design, design verification and approval, and construction (Gantt chart or similar)
- d. Detailed information about how the Proposer meets the minimum qualifications described in section 4.
- e. Detailed information about how the Proposer meets the preferred qualifications described in section 4.
- f. **Exhibit D:** Domestic Preference Submittal, filled out. All Proposers should fill-out and submit **Exhibit D**. Points for the Domestic Preference evaluation criteria will be applied during Proposal first stage evaluations, in accordance with the filled-out **Exhibit D**.
- g. **Exhibit E:** Certifications, filled out.
- h. **Exhibit F:** References, filled out.
- i. **Exhibit G:** Pricing Form filled out with a complete and itemized pricing of the goods or services requested, including shipping costs.
- j. **Exhibit H:** Submittal Checklist, filled out.

## 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 do 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 03-015, Sec. 5.20.
- 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.

e. **Multiple Proposals or Options:**

Multiple Proposals or Options submitted by a Proposer will be evaluated and scored separately.

**6.02 EVALUATION CRITERIA**

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

<b><u>Evaluation Criteria</u></b>	<b><u>Points</u></b>
Proposal relative to the Statement of Work	40
Facilities	10
Proposed Schedule	10
Proposer's qualifications relative to the preferred requirements	30
Domestic preference compliance	10
Price of the goods or services	100
<b>Total</b>	<b>200</b>

**6.03 PRICING CALCULATION**

All Proposers will provide their total price for the construction and delivery of three Portable Chemical Storage Units. The Proposal that contains the lowest pricing to OSU will receive the maximum number of price points. A

Proposal whose price is higher than the lowest submitted price will receive proportionately fewer price points, as demonstrated in the example below.

**Formulas:**

Three Portable Chemical Storage Units:

$(\text{Lowest Proposed Total Price for 3 Portable Chemical Storage Units} / \text{Proposer Total Project Price}) \times 100$  points

**Example:**

Three Portable Chemical Storage Units:

Proposer A's price is \$450 (the lowest)

Proposer A is awarded 100 price points (the maximum)

Proposer B's price is \$500

Proposer B is awarded 90 price points  $(450/500 \times 100)$

**Total Calculated Pricing points:** Proposer A = 100 points  
Proposer B = 90 points

In the event of a discrepancy between unit prices and extended (arithmetically calculated) prices, unit prices will prevail over extended prices.

6.04 NEGOTIATIONS

OSU may commence serial negotiations with the highest ranked Proposer or commence simultaneous negotiations with all Responsive Proposers within the competitive range. 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 as determined by OSU.

6.05 INVESTIGATION OF REFERENCES

- a. 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.
- b. OSU further reserves the right to consider past performance, historical information and facts from references or sources chosen by OSU, which may be different or in addition to references provided by a Proposer.
- c. 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.

6.06 CONTRACT AWARD

- a. Contract will be awarded to the Proposer who, in OSU's opinion, meets the requirements and qualifications of the RFP and whose Proposal is in the best interest of OSU. The contract award will be pursuant to a separate contract which will include terms and conditions substantially as set forth in the Sample Contract attached to this RFP as **Exhibit A**.
- b. If you have questions, concerns, or proposed modifications regarding any of the terms and conditions contained in this RFP, including the attached form of contract in **Exhibit A**, you should address those during the time prescribed for Requests for Clarification or Change, see RFP Section 1.01.
- c. If a Proposer conditions its Proposal on any additional terms and conditions, which have not been accepted by a Written addendum to the RFP, the Proposal may be deemed non-Responsive.

- d. If a successful contract cannot be completed after award, OSU may conclude contract negotiations, rescind its award to that Proposer, and return to the most recent RFP evaluation stage to negotiate with another Proposer(s) for award.

## **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, and the applicable terms and conditions of the National Science Foundation Cooperative Agreement OCE-1333564, as amended.

### 7.02 FUNDING AGENCY

This solicitation and any contract issued as a result thereof, is issued pursuant to the terms and conditions of a National Science Foundation contract, Cooperative Agreement No. OCE-1333564, as amended.

### 7.03 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 appeals period identified in OSU Standard 03-015, Sec. 5.20.8(b) 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 03-015, Sec. 5.20.

### 7.04 MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

"OR EQUAL" is intended to follow any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification, and all 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.

### 7.05 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.

### 7.06 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.

#### 7.07 PREPARATION AND SIGNATURE

All Required Submittals must be written or prepared in ink and Signed 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.

#### 7.08 PUBLIC RECORD

Upon completion of the Request for Proposal process, information in all Proposals will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.345(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.

#### 7.09 SUBMISSION

Proposal submissions must be received 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):

- a. Electronic copy (native or searchable PDF format, scanned pages are limited to signature pages only). The electronic copies must be uploaded to the OSU secure Box folder provided after registration at: <https://bid.oregonstate.edu/rcrv1> Proposers must visit this site and register before they will be allowed to submit. If Proposers do not have a Box account, they will also have to register with the Box application. After completing required registrations, Proposers will receive an invitation to collaborate on Box via email with a link to a secure folder. Proposers then click on the invitation to access the secure folder where electronic submissions will be accepted. The Proposer **must** upload all submittal files into the folder provided, this folder will already be labeled with the solicitation number and your company name. Please upload submittals in a clear and organized manner. Proposers can add, update, or remove files prior to the Proposal Due Date and Time. Submission documents not uploaded into the specified Box folder by the Proposal Due Date and Time will not be considered and the Box folder will no longer be accessible to you after the Proposal Due Date and Time. OSU accepts no responsibility for technical issues related to the third-party Box application and will not waive RFP requirements. It is highly recommended that the Proposer register in a timely manner, and also confirms receipt of the Proposal with the Administrative Contact prior to the Proposal Due Date and Time.
- b. Hard copy and one (1) electronic copy (PDF format) of Proposal on CD/DVD/flash drive 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 and should include the Request for Proposal number and the Proposer's name on the face of the Sealed package or envelope. It is highly recommended that the Proposer confirms receipt of the Proposal with the Administrative Contact prior to the Proposal Due Date and Time.

All Proposals, including those submitted through electronic methods, must contain written or digital signatures, as applicable indicating intent to be bound by the offer. If the Proposer submits multiple versions of the Proposal via different methods and does not explicitly direct OSU as to which version to use, OSU will determine which version of the Proposal will be used for evaluation.

#### 7.10 MODIFICATION

Prior to submittal, Proposers should initial modifications or erasures in ink (in the case of electronic submissions, either a digital signature or a scan of the ink initials is acceptable) 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.

#### 7.11 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.

#### 7.12 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 03-015, Sec 5.9. 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 misdeliveries 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.

#### 7.13 PROPOSAL OPENING

Proposals will be opened immediately following the Proposal Due Date and Time at the Submittal Location. Proposer may attend the Proposal opening which may be held in person or virtually, dependent on OSU's operating status at the time the Proposal opening is held. Please inform the Administrative Contact if you would like to 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.

#### 7.14 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.

#### 7.15 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.

#### 7.16 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.

#### 7.17 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.

#### 7.18 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 Legal review may result in changes to the terms and conditions specified in the Request for Proposal, Exhibits, and Addenda.

### 7.19 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.

### 7.20 PROPOSAL PREPARATION COST

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

### 7.21 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.

### 7.22 APPEAL OF CONTRACTOR SELECTION, CONTRACT AWARD

Any Proposer who feels adversely affected or aggrieved may submit an appeal within three (3) business days after OSU issues a notice of intent to award a contract. The appeal must be clearly identified as an appeal, identify the type and nature of the appeal, and include the Request for Proposal number and title. The rules governing appeals are at OSU Standard 03-015, Sec. 5.20.

### 7.23 JURISDICTION AND VENUE

This RFP, and any dispute arising out of this RFP, shall be construed in accordance with, and governed by, the laws of the State of Oregon. Any other action to enforce any provision of this RFP or to obtain any relief from or remedy in connection with this RFP may be brought only in the Circuit Court of Oregon for Benton County.

### 7.24 PROPOSAL DEBRIEFING

Responsive Proposers not selected for Contract award may request an individual telephone or video conference debriefing concerning their Proposal with the Contract Officer. Debriefs will be provided by the Contract Officer subsequent to completion of the Contract award protest period.

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

**Exhibit A** Sample Contract.

*[Remainder of this page left intentionally blank]*

**EXHIBIT B**  
**PORTABLE CHEMICAL STORAGE UNIT SPECIFICATIONS**

**Exhibit B** Portable Chemical Storage Unit Specifications.

*[Remainder of this page left intentionally blank]*

**EXHIBIT C  
SHIP DRAWINGS**

**Exhibit C** Ship Drawing: 6096-070-001-(L) General Arrangement.pdf.

*[Remainder of this page left intentionally blank]*

**EXHIBIT D  
DOMESTIC PREFERENCE SUBMITTAL**

Pursuant to 2 CFR 200.322, OSU is providing a preference, during Proposal first stage evaluations, for the purchase, acquisition, or use of goods, products, or materials produced in the United States ("U.S. Materials".) In implementation of this regulation, OSU will grant 2 points, up to a maximum total of 10 points, for each instance in which the price of U.S. Materials included in the Proposal equals 10% of the total Proposal price. Proposers will be awarded whole points for every 10% that is achieved up to the maximum specified. Fractional points will not be awarded for amounts that are less than increments of 10%. Material categories will be combined to determine total percentage. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

To receive preference points during Proposal first stage evaluations, Proposers must provide a signed copy of Exhibit D certifying the below information with their Proposal for any goods, products, or materials that are produced in the United States. **Failure to include a signed copy of Exhibit D certifying the below information for U.S. Materials will result in not receiving domestic preference points.**

**Instructions:**

1. If you are using a U.S. Material in your Proposal, enter the percentage of total Proposal price (U.S. Material price / total Proposal price) that will be used in the "U.S. Materials Percentage" column.
2. If you are using a listed material in your Proposal, but you are NOT using U.S. Materials, enter 0% in the "U.S. Materials Percentage" column.
3. If you are NOT using a listed material in your Proposal, enter N/A in the "U.S. Materials Percentage" column.
4. If you enter 0%, indicating that you are NOT offering U.S. Materials, Proposer should include a letter from Chart 1, corresponding to a reason of why it is not feasible to provide U.S. Materials. Reasons can only be based on those included in Chart 1 and should include the documentation listed. **If Exhibit D and any applicable documentation required, are not provided in the original Proposal, and Proposer is selected for Contract award, Exhibit D and acceptable documentation MUST be provided prior to Contract execution.**

Materials	U.S. Materials Percentage	Reason Not Offering U.S. Materials
Iron		
Steel		
Non-ferrous metals (e.g., aluminum)		
Plastics and Polymer-based Products (e.g., polyvinyl chloride pipe)		
Cement		
Aggregates (concrete)		
Glass (including optical fiber)		
Lumber		

**Chart 1**

Reason	Description	Documentation
A	<u>Domestic non-availability</u> – articles, materials, or supplies are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities and of a satisfactory quality to meet technical or operational requirements;	Provide written documentation of efforts to secure domestic products of sufficient quantity and quality, and supplier responses, if any.
B	<u>Unreasonable cost</u> – the price of the domestic end product (including transport to the construction site) is higher than the price of a foreign end product by 30 percent if offered by small business (as defined by 15 USC § 632 and 13 CFR § 121.321 <i>et. seq.</i> ) or 20 percent if offered by other than a small business;	Provide written documentation of price quotes for domestic and foreign end products and identify whether the company qualifies as a small business as defined.
C	The purchase is related to <u>commercially available information technology</u> ;	Provide written documentation establishing that the purchase is related to commercially available information technology.
D	The purchases are <u>at or below the micro-purchase threshold (currently \$25,000)</u> or related to procurements for <u>use outside of the United States</u> .	Provide written documentation establishing that the purchase is below \$25,000 or for use outside of the US.

**By signing below, the undersigned certifies and represents under penalty of perjury that they are authorized to act on behalf of the Proposer, and that all of the statements, certifications, representations, and other information supplied for Exhibit D are true and correct as of the date signed below.**

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name (Type or Print):** \_\_\_\_\_ **Printed Company:** \_\_\_\_\_

**EXHIBIT E  
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 certifies the following:

**1. PROPOSER REPRESENTATIONS AND CERTIFICATIONS**

The Proposer certifies that (i) all Representations and Certifications contained in the solicitation and Proposal are complete, current, and accurate as required, (ii) by accepting an award, the Proposer will comply with the applicable National Policy Requirements (available at <https://nsf.gov/awards/managing/rtc.jsp>), and (iii) the Proposer is aware that any award issued as a result of this RFP shall be considered to have incorporated the applicable Representations and Certifications by reference.

**2. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

(a) Debarment and Suspension Executive Orders 12549 and 12689. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR Part 180, as adopted and supplemented by 2 CFR Part 2520, that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Before a contract award of \$25,000 or more is made, verification is required that the intended awarded party is not on the government-wide exclusions in the SAM. Required verification must be made by checking the SAM Exclusions. Compliance with Subpart C of 2 CFR Part 180, as supplemented by Subpart C of 2 CFR Part 2520, by checking that the intended awarded party is not listed on the SAM Exclusions, before making a contract award, will flow down from tier to tier for contract awards of \$25,000 or more. The inclusion of a term or condition similar to this term, (a), is required for any subsequent lower tier contract awards of \$25,000 or more.

(b) Proposer hereby certifies they are not listed on the government-wide exclusions in the SAM.

(c) Proposer agrees they will require the inclusion of a similar term or condition to (a) in any subsequent lower tier contract awards of \$25,000 or more.

(d) The Proposer hereby certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a covered transaction by any Federal department or agency;

2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;



3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(d)(2) of this certification; and

4. Have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(e) Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall include an explanation with this Proposal.

### **3. DRUG-FREE WORKPLACE CERTIFICATION**

The Proposer certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The contractor's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation and employee assistance programs, and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract, the employee will:

1. Abide by the terms of the statement; and
2. Notify the employer in Writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace, no later than five calendar days after such conviction;

(e) Notifying OSU in Writing within ten calendar days after receiving notice under subparagraph (d)2. from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)2. with respect to any employee who is so convicted;

1. Taking appropriate personnel action against such an employee, up to and including termination; consistent with the requirements of the Rehabilitation ACT of 1973, as amended; or,

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

#### **4. CERTIFICATION REGARDING LOBBYING**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or propose for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal 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. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **5. CLEAN AIR AND WATER CERTIFICATION**

This provision is applicable only if the award exceeds \$150,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. § 7413(c)(1)] or the Clean Water Act [33 U.S.C. § 1319(c)] and is listed by the Environmental Protection Agency (EPA), or the award is not otherwise exempt.

The Proposer agrees as follows:

(a) To comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

(b) To report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(c) To comply with all the requirements of Section 114 of the Clean Air Act [42 U.S.C. § 7414] and Section 308 of the Clean Water Act [33 U.S.C. § 1318], respectively, relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308 of the Clean Air Act and the Clean Water Act, respectively, and all regulations and guidelines issued thereunder before the award of a contract.

(d) That no portion of the Work required by the award will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date that the award was awarded unless and until EPA eliminates the name of such facility or facilities from such listing.

(e) To use its best efforts to comply with clean air standards and clean water standards at the facility in which the award is being performed.

(f) To insert the substance of the provisions of this Section 5 into any nonexempt subcontract.

## **6. ANTI-KICKBACK PROVISIONS**

Proposer certifies compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

The Act provides that each contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

## **7. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION CERTIFICATION**

(a) Equal Employment Opportunity

Proposer must comply with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(b) Non-Discrimination Certification

Instructions for Nondiscrimination Certification

1. In accordance with National Science Foundation (NSF) policy, by submitting the Proposal, the Proposer is providing the requisite Certification of Compliance with NSF Nondiscrimination Regulations and Policies. This Certification sets forth the

nondiscrimination obligations with which all contractors must comply. These obligations also apply to subcontractors under the award. The Proposer therefore, shall obtain the NSF Nondiscrimination Certification from each organization that applies to be, or serves as a subcontractor under the award (for other than the provision of commercially available supplies, materials, equipment or general support services) prior to entering into the subcontractor arrangement.

2. The Proposer shall provide immediate notice to NSF and OSU if at any time the Proposer learns that its certification was erroneous when submitted, or has become erroneous by reason of changed circumstances.

3. Certification of Compliance with NSF Nondiscrimination Regulations and Policies

By submitting the Proposal, the Proposer hereby certifies that the Proposer's organization will comply with Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 USC §§ 1681 et seq.), the Rehabilitation Act of 1973 (29 USC § 794), the Age Discrimination Act of 1975 (42 USC §§ 6101 et seq.) "Equal Employment Opportunity (E.O. 11246), Limited English Proficiency (LEP) [E.O. 13166]" and all regulations and policies issued by NSF pursuant to these statutes.

To that end, in accordance with the above-referenced nondiscrimination statutes, NSF's implementing regulations and policies and OSU's policies on non-discrimination, no person in the United States shall, on the ground of race, color, national origin, sex, disability, age, gender identity or expression, genetic information, marital status, religion, sexual orientation, or veteran status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any NSF Federally funded program or activity for which the Proposer receives a contract award or Federal financial assistance.; and HEREBY CERTIFIES THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Proposer by NSF, this Certification shall obligate the Proposer, or in the case of any transfer of such property, the transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this Certification shall obligate the Proposer for the period during which it retains ownership or possession of the property. In all other cases, this Certification shall obligate the Proposer for the duration of the NSF Federally Funded contract award or the period during which the Federal financial assistance is extended to it by NSF.

THIS CERTIFICATION is given in consideration of and for the purpose of obtaining any and all Federal grants, cooperative agreements, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Proposer by NSF, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Proposer recognizes and agrees that such an award of a contract pursuant to this RFP will be made in reliance on the representations and agreements made in this Certification, and that the United States shall have the right to seek judicial enforcement of this Certification. This Certification is binding on the Proposer, its successors, transferees, and assignees.

**8. NON-DISCRIMINATION IN OBTAINING SUBCONTRACTS**

Pursuant to OSU Standard 03-010, Section 5.8.1 and OSU Policy 016-001, the undersigned hereby certifies that they have not discriminated and will not discriminate against Minority, Women, Service-Disabled Veterans or Emerging Small business in obtaining any required subcontracts.

**9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Proposer agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**10. AUTHORIZED NEGOTIATORS**

The Proposer represents that the following persons are authorized to negotiate on its behalf with OSU in connection with this solicitation:

(List names, titles, and telephone numbers of the authorized negotiators).

---

---

---

---

---

**11. PLACE OF PERFORMANCE**

(a) The Proposer, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the Proposer as indicated in this offer.

(b) If the Proposer checks "intends" in paragraph (a) above, he/she shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, State, Name and Address of Owner and Zip Code) Operator of the Plant or Facility, if other than Proposer.

---

---

---

**12. OREGON TAX LAWS**

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Proposer and that Proposer is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws described in 305.380(4).

### **13. CERTIFICATION REGARDING TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

Pursuant to 2 CFR 200.216 and 2 CFR 200.471, which implement Section 889 of the NDAA (Public Law 115-232), OSU is prohibited from obligating or expending grant funds to procure equipment, services or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or critical technology as part of any system.

Contractor hereby certifies by the signature below that the offered products and/or services do not include covered telecommunications equipment or services as defined by Public Law 115-232, Section 889(f) <https://www.congress.gov/115/plaws/publ232/PLAW-115publ232.pdf>. Proposers who fail to include such a certification will be deemed non-Responsive. Proposer who are unable to certify such a statement will be deemed non-Responsive.

### **14. CERTIFICATION REGARDING CONFLICT OF INTEREST**

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

(a) Conflicts of Interest: A conflict of interest occurs when someone in a position of trust has competing professional or personal interests and these competing interests make it difficult to fulfill their professional duties impartially. A conflict of interest exists even if no unethical or improper act results from it. Conflicts of interest may be actual or perceived. An actual conflict of interest occurs when a decision or action would be compromised without taking immediate appropriate action to eliminate the conflict. A perceived conflict of interest is any situation in which a reasonable person would conclude that conflicting duties or loyalties exist.

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

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

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

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

---

---

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

### 15. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

- (a) Have read, fully understand and agree to be bound by the Request for Proposal and all Exhibits and Addenda to the Request for Proposal; and
- (b) 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
- (c) Will furnish the designated item(s) and/or service(s) in accordance with the Request for Proposal and the contract; and
- (d) Have provided a correct Federal Employer Identification Number with the Proposal.

### 16. PROPOSERS CERTIFICATION AND REPRESENTATION SIGNATURE

By signing below, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury the undersigned represents that all of the statements, certifications, and representations, and other information supplied for items 1 through 16 are true and correct as of the date of submittal of this Proposal/offer.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_ Telephone:(\_\_\_\_\_)\_\_\_\_\_

Title: \_\_\_\_\_ Fax:(\_\_\_\_\_)\_\_\_\_\_

FEIN ID# (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 F  
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: \_\_\_\_\_

---

**REFERENCE 4**

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

---



**EXHIBIT G  
PRICING FORM**

<b>Total Price for Three Accommodation Portable Chemical Storage Units</b>	<b>Firm Fixed Price, Including Shipping Costs</b>
Portable Chemical Storage Unit 1	\$
Portable Chemical Storage Unit 2	\$
Portable Chemical Storage Unit 3	\$
Total Price for Portable Chemical Storage Units 1, 2, and 3	\$

**Proposals must be firm fixed price for all Work, shipping FOB Destination for domestic shipments and Delivered Duty Paid (DDP) Incoterm rules for international shipments, as applicable to:**

**Portable Chemical Storage Unit 01:  
Bollinger Houma Shipyards, LLC  
301 Bollinger Lane  
Houma, LA 70363**

**Portable Chemical Storage Unit 02:  
URI Graduate School of Oceanography  
215 South Ferry Rd. Narragansett, RI 02882**

**Portable Chemical Storage Unit 03:  
Bollinger Houma Shipyards, LLC  
301 Bollinger Lane  
Houma, LA 70363**

**Contractor shall deliver goods shipped internationally Delivered Duty Paid (DDP) Incoterm rules. This will include but not be limited to all import duty, custom fees and any other taxes required for shipping to the final destinations, if applicable.**

**Firm Fixed Pricing offered must be valid for 120 Days, see RFP Section 7.14.**

<b>EXHIBIT H SUBMITTAL CHECKLIST</b>
--

**It is the Proposer's sole responsibility to ensure the submittal of information in fulfillment of the requirements of this Request for Proposals.**

- Description of how the goods or services offered specifically satisfy the statement of work described in Section 3.
- Description of manufacturing facilities (including location and capability for simultaneous construction of two or more units.
- Detailed schedule for design, design verification and approval, and construction (Gantt chart or similar)
- Detailed information about how the Proposer meets the minimum qualifications described in section 4.
- Detailed information about how the Proposer meets the preferred qualifications described in section 4.
- Exhibit D:** Domestic Preference Submittal, filled out. All Proposers should fill-out and submit **Exhibit D**. Points for the Domestic Preference evaluation criteria will be applied during Proposal first stage evaluations, in accordance with the filled-out **Exhibit D**.
- Exhibit E:** Certifications, filled out.
- Exhibit F:** References, filled out.
- Exhibit G:** Pricing Form filled out with a complete and itemized pricing of the goods or services requested, including shipping costs..
- Exhibit H:** Submittal Checklist, filled out.