

**WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument**

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WOODS HOLE OCEANOGRAPHIC INSTITUTION
REQUEST FOR PROPOSAL
#07-29-2011 FAST RESPONSE HYGROMETER INSTRUMENTS

Date: TBA

Contract Number: TBA

ISSUED BY:
Woods Hole Oceanographic Institution
266 Woods Hole Road
Woods Hole MA 02543

CONTRACTOR:
TBA

Table of Contents

Sec.	Description	Page	Sec.	Description	Page
A	Solicitation/Contract	01	H	Special Contract Requirements	25
B	Services & Cost	04	I	Contract Clauses	33
C	Description of Work	06	J	List of Attachments	44
D	Packaging & Marking	17	K	Representations, Certifications	45
E	Inspection & Acceptance	18	L	Instructions, Conditions, Notices	51
F	Deliveries or Performance	20	M	Evaluation Factors	66
G	Contract Administration Data	22			

The Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and/or any continuation sheets for consideration stated herein. WHOI agrees to pay the Contractor for the items and services provided by the Contractor as set forth or otherwise identified above and/or any continuation sheets for consideration stated herein. The rights and obligation of the parties to this contract shall be subject to and governed by the following documents: (a) this contract and (b) such provisions, representations, certifications and specifications as are attached or incorporated by reference herein.

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

<p>FOR WOODS HOLE OCEANOGRAPHIC INSTITUTION:</p> <p>NAME: _____</p> <p>SIGNATURE: _____</p> <p>DATE: _____</p>
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<p>FOR TBA</p> <p>NAME: _____</p> <p>SIGNATURE: _____</p> <p>DATE: _____</p>
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WHOI REQUEST FOR PROPOSAL

Fast Response Hygrometer Instrument

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SECTION A – GENERAL RFP INFORMATION

Woods Hole Oceanographic Institution (hereinafter referred to as “WHOI”) with funding from the National Science Foundation (NSF), is soliciting proposals from qualified organizations interested in providing Fast Response Hygrometer Instruments and related services to support the objective of the Ocean Observatories Initiative (OOI). The OOI will construct a networked infrastructure of oceanic sensor systems to measure physical, chemical, geological, and biological variables in the ocean and seafloor. The measurement of sea floor pressure is vital to our understanding of many of the crucial scientific questions to which the OOI may provide answers.

The purpose of this Request for Proposals (RFP) is to select an Offeror who will provide the Fast Response Hygrometer Instruments needed as described in Section C and in accordance with the specifications stated in Section J.

The Contract resulting from this RFP will be an Indefinite Quantity Contract (IQC) with Delivery Orders (DO) funded and awarded individually post-award as a firm fixed price (FFP) award. While WHOI will be the signatory to this IQC, DOs under this contract may be issued by any of the Procuring Organizations listed in Section C-1.3. The Procuring Organization placing the DO will be responsible for ordering, oversight of development, receipt of product, inspection and acceptance of product, payment, and all other contractual requirements. If WHOI is not the Procuring Organization issuing the DO, WHOI will not be responsible for specific DO related issues.

A-1 ISSUING OFFICE

WHOI is the only point of contact for this procurement.

All communications between Offerors and the Procuring Organization regarding this procurement shall be through the Procuring Organization’s designated Point of Contact (POC):

ATTN: Mr. Dennis Fox, Contracting Officer
Director of Procurement,
Woods Hole Oceanographic Institution,
266 Woods Hole Road,
Woods Hole, MA 02543
508.289.2361
dfox@whoi.edu

A-2 OFFEROR QUESTIONS

Any questions related to this procurement should be emailed to the POC identified above **by 4PM EDT August 9, 2011** and include “Fast Response Hygrometer Instruments Questions” in the subject line. Questions will not be accepted after this date and time. Answers to Offeror submitted questions will be provided to everyone who responded to this RFP.

A-3 PROPOSAL DUE DATE

Offerors shall provide a proposal by 4PM EDT on August 26, 2011, in accordance with the General Proposal Instructions identified Section L.

If there are any discrepancies between the proposal volume hard copies and electronic copies, the signed original hardcopy will govern.

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

NOTE: Tables B-1 and L-1 and L-2 **MUST** be completed and submitted with your proposal in order for your proposal to be considered for evaluation.

A-4 CONFORMANCE CHECKLIST

The Offeror shall complete the Proposal Conformance Checklist included as Attachment J-5 to this RFP and submit it together with its proposal.

(End of Section A)

**WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument**

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SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 GENERAL

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

B-2 CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE

This is an Indefinite Quantity Contract (IQC). Individual Delivery Orders (DOs) will be Firm Fixed Price (FFP). All deliveries of the needed Fast Response Hygrometer Instruments and spare equipment (if applicable) will be FFP.

B-3 BASE AND OPTION PERIODS

The term of this contract consists of a three (3)-year base period and one (1) one-year option period. DOs will be issued with performance periods of up to 48 months. The minimum contract value is \$16,500 and the maximum estimated contract value of all orders issued under this contract is \$429,000. Quotes shall be exclusive of state sales taxes.

B-4 CONTRACT PRICING

All DOs issued on a FFP basis will be priced in accordance with the pricing set forth in Section B-5, and shall be quoted exclusive of state sales taxes. ***Table B-1 MUST be completed and submitted with your proposal in order for your proposal to be considered for evaluation.***

Product List

Note that the foregoing minimum contract value applies only to CLIN 0001 on the Product List (Section B-5).

(a) Fast Response Hygrometer Instrument. Provide the fully-burdened (all inclusive) price delivered via common carrier (FOB Destination). Specific addresses, billing instructions, model number, and quantities will be provided in each DO. All services included in the Fast Response Hygrometer Instrument unit pricing, including shock mounting transportation case, shall be listed in CLIN 0002. Similarly, any additional services provided at no cost to the OOI program (e.g., free maintenance, technical support) must be listed at the end of Section B-5.

(b) Option for Spare Parts Kit. CLIN 0003 (option) is to provide a price, for information purposes only, for a user serviceable spare parts and accessories kit, if available and applicable.

(c) Option for Spare Sensing components. CLIN 0003A (option) is to provide a list of any individual sensing components that can be replaced in the field, and their associated pricing, for information purposes only.

Bid, Performance and Payment Bonds are not required for this solicitation. In lieu of a Bid Bond, Offerors have been asked to provide financial information so the viability of the Offeror can be assessed. See requirement stated in Section L-4.5.1.4.

B-5 CONTRACT LINE ITEM NUMBER (CLIN) STRUCTURE

WHOI REQUEST FOR PROPOSAL

Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

All efforts under this contract will be ordered and invoiced according to the CLIN structure in Table B-1.

**Table B-1.
Contract Line Items (Models to be identified by Contractor)**

CLIN	Description Model Number	Estimated Order Quantity	Unit Price Contract Year 1	Unit Price Contract Year 2	Unit Price Contract Year 3	Unit Price Option Year 1
0001	First Article construction and testing of the Fast Response Hygrometer Instrument, plus transportation case. This unit will ultimately be delivered as a production unit.	1	N/A	N/A	N/A	N/A
0002	Fast Response Hygrometer Instrument, with transportation case	25				
0003 (Option)*	Spare Parts Kit					
0003A (Option)**	Spare Sensing Components					
0004	Deliverables/Reports Table C-2	Lot	Included Above			

*Please identify the price, if you offer a spare parts kit for your instrument. If not, identify N/A. This price is for information only, and will not be included in the price evaluation of the RFP.

**Please identify any individual sensing components that can be replaced in the field (or in a lab by an end-user), and their associated pricing. If not, identify N/A. This price is for information only, and will not be included in the price evaluation of the RFP.

(End of Section B)

WHOI REQUEST FOR PROPOSAL

Fast Response Hygrometer Instrument

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SECTION C – STATEMENT OF WORK (SOW)

C-1 GENERAL

C-1.1 Ocean Observatories Initiative (OOI) Overview

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

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

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

A more detailed discussion of the OOI can be found in the OOI Final Network Design available at www.oceanobservatories.org.

C-1.2 Document Scope and Purpose

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

The purpose of the specification is to provide the requirements for a fast response hygrometer to be used as an integral part of the direct covariance flux system (DCFS) instrument package to be purchased for use on the Coastal and Global Scale Nodes (CGSN) of the Ocean Observatories Initiative. The fast response hygrometer will be acquired separately from a commercial source by CGSN and provided to the vendor selected to build the DCFS units for integration. Direct covariance flux instrument packages will be mounted on surface buoys that will be deployed in both coastal regions (depths up to ~600 m) and open ocean regions (at latitudes above 40

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

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degrees). Coastal and Global buoys will include a tower for mounting sensors at a height of ~3-5 m above water level. Buoys will be designed to orient themselves relative to the wind.

The specification describes the physical, functional and electrical characteristics of the fast response hygrometers required by CGSN for incorporation into the DCFS.

Direct covariance flux systems measure the vertical fluxes associated with eddies in the flow over the ocean. When done well, they provide a direct measure of vertical transports or fluxes. The bulk meteorological system provides a second way to measure the air-sea fluxes, but the bulk method relies on parameterizations. These parameterizations and hence the accuracy of the bulk methods are not well known in high winds ($>20 \text{ m s}^{-1}$) and energetic and/or changing surface wave conditions. Thus, the OOI requires the DCFS to ensure the requirements to observe the air-sea fluxes are met in high wind and sea state conditions.

The document Fast Response Hygrometer Instrument Package Specification 3305-00018 (version 1-00) dated July 13, 2011, describes the physical, functional and electrical characteristics of Fast Response Hygrometer Instrument packages required by CGSN.

C-1.3 Contract Structure

This SOW is for an IQC which will be issued by WHOI. The contract will consist of a base contract managed by WHOI and multiple DOs for Fast Response Hygrometer Instruments issued by the following Procuring Organizations:

1. Woods Hole Oceanographic Institution (WHOI), Woods Hole, MA
2. Scripps Institution of Oceanography, (SIO), San Diego, CA
3. Oregon State University (OSU), Corvallis, OR

Base contract activities are defined in Section C.2. DO activities are defined in Section C.3. DOs may require spare parts and services, including calibration that the Contractor normally makes available to purchasers of the Fast Response Hygrometer Instruments as listed in Section B of the contract with its associated price.

C-1.4 Documents

C-1.4.1 Informational

Document ID	Title
1101-00000_FND_OOI_ver_2-06_Pub.pdf	<i>Final Network Design.</i> Washington, DC http://www.oceanleadership.org/wp-content/uploads/2009/02/1101-00000_FND_OOI_ver_2-06_Pub.pdf
1000-00000_CMP_OOI_2010-10-05_ver_2-91_Pub.pdf	<i>Configuration Management Plan.</i> Washington, DC. http://www.oceanleadership.org/wp-content/uploads/2009/02/1000-00000_CMP_OOI_ver_2-91_Pub.pdf
1100-00000_SEMP_OOI_ver_3-12_Pub.pdf	<i>Systems Engineering Management Plan.</i> Washington, DC. http://www.oceanleadership.org/wp-content/uploads/2009/02/1100-00000_SEMP_OOI_ver_3-12_Pub.pdf

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

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C-1.4.2 Applicable

See Section J, Attachments

C-2 IQC GENERAL REQUIREMENTS

The Contractor shall produce ordered Fast Response Hygrometer Instruments over the lifetime of this contract as detailed in this SOW and further defined in attachment J, the Fast Response Hygrometer Instrument Specifications, and other applicable documents. The Contractor shall ensure that the Fast Response Hygrometer Instruments perform within the environment prescribed in the Instrument Specifications. The Contractor shall deliver Fast Response Hygrometer Instruments in accordance with the DOs received. The anticipated delivery schedule (including First Article) is shown in Table C-1 – Bid to Table.

Table C-1.
Bid to Table

	2011 Total Contract Year 1	2012 Total Contract Year 2	2013 Total Contract Year 3	2014 Option Year 1	Combined Total
Fast Response Hygrometer Instruments	6	13	7	0	26

C-2.1 Project Management and Communications

The Offeror shall include a description document for Project Management and Communications as part of its proposal in accordance with Section L of this RFP. This document shall be the basis for all Contractor Project Management and Communications activities under this contract.

The Contractor shall deliver updates to the Project Management and Communications document to WHOI whenever there are any changes to items in the document.

The Contractor shall be responsible for performance of requirements delineated in this SOW in accordance with the Project Management and Communications document, and shall institute appropriate management actions relative to performance of its sub-contractors, if any.

The Contractor shall be available for twice a month phone call meetings not to exceed 1 hour per call when requested by the Procuring Organization. The Contractor shall document and track any action items generated during such meetings.

C-2.2 Configuration Management (CM)

The Contractor shall follow a documented CM process to manage all changes to the Fast Response Hygrometer Instruments throughout the production effort. The Contractor shall notify the WHOI COTR 90 days prior to any proposed changes in form, fit, or function of Fast Response Hygrometer Instruments as affected by product upgrades, improvements, or modifications according to practices laid out in the OOI Configuration Management Plan. The Contractor shall notify the WHOI COTR 90 days prior to any

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

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planned cessation of production of Fast Response Hygrometer Instrument hardware or software. The Contractor shall notify WHOI COTR of any changes to the software or to documentation (see Sections C.3.11.2 and C.3.11.3). Any replacement parts, sensors, or instruments must meet or exceed the original specifications as contained in Attachments J-1 and J-2.

C-2.3 Quality Management

The Offeror shall include a copy of its existing Quality Management Plan as part of its proposal in accordance with Section L of this RFP. The Contractor shall maintain the Quality Management Plan submitted with the proposal and amended at the kickoff meeting. The Quality Management Plan should include the following:

- Contractor's Existing Quality Assurance or Quality Management Plan
- Discrepancy Reporting System
- Critical Defects Report

After contract award, the Contractor shall provide WHOI with electronic updates of this plan whenever the plan changes.

C-2.4 Kickoff Meeting

Within two weeks after contract award, the Contractor shall prepare for and present a Kickoff Meeting to WHOI and other organizations invited by WHOI to the meeting. This meeting shall be held at the Contractor's facility. The scope of this meeting shall include a review of the contents of the Project Management and Communications document. The Contractor shall also present and discuss any assumptions it has that may affect its ability to successfully perform the contract. Processes for the Contractor to accept DOs from Procuring Organizations shall be documented and finalized at the Kickoff Meeting and the Contractor shall document them in an update to the Project Management and Communications document.

Key Contractor and Subcontractor personnel, if any, shall be available to respond to questions at the Kickoff Meeting. Following the meeting, the Contractor shall prepare the meeting minutes, prepare the initial Action Item List, and track action items and post them according to the OOI Configuration Management Plan.

Authorization to proceed shall be contingent on WHOI acceptance of the outcome of the Kickoff Meeting. This acceptance shall be in the form of official written notification from the WHOI Director of Procurement.

C-2.5 Contract Close-Out

On the final day of the effective period of performance (either at the end of the base three-year period or the end of the optional one-year period, whichever governs this contract), the Contractor shall submit a Final Report. This report shall list the DOs received during the contract and provide the following information on each DO:

- DO number
- Procuring Organization
- Number of Fast Response Hygrometer Instruments delivered

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

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- Initial price
- Final price
- Award date
- Final delivery date
- Date payment received

This report shall be submitted to WHOI Director of Procurement at dfox@whoi.edu with a copy to the Contracting Officers (COs) and COTRs named in each DO.

C-3 DELIVERY ORDER GENERAL REQUIREMENTS

The following subsections describe activities that shall be carried out for each DO.

C-3.1 Program Management, Sub-contractor Management, and Communications

The Contractor shall manage the project in accordance with the Project Management and Communications document (Section C.2.1 in this SOW and Section L.4.4.4).

C-3.2 Delivery Order Schedule

The Contractor shall prepare a Delivery Order Schedule upon receipt of each DO. This schedule shall indicate, at a minimum, completion of Contractor testing of Fast Response Hygrometer Instruments, calibration of Fast Response Hygrometer Instruments, and their delivery to the Procuring Organization. The Delivery Order Schedule shall be updated at the interval defined in the DO. The Delivery Order Schedule and all updates shall be delivered to the Procuring Organization and to WHOI. The Procuring Organization CO shall be notified of any schedule changes within 24 hours via e-mail.

C-3.3 Procuring Organization Furnished Property

If Procuring Organization Furnished Property (POFP) is provided to the Contractor, the Contractor shall be responsible for creating and maintaining an inventory of all POFP, preventing damage to all POFP, while being used, moved, handled, disassembled, inspected, repaired, updated/modified, reassembled, and stored. The Contractor shall return all POFP to the Procuring Organization when requested. The Contractor shall repair all damages to POFP that occur while the POFP is in the Contractor's possession, at no cost to the Procuring Organization. Examples of POFP include, but are not limited to, mock-ups for testing, signal testing equipment, and interface testing equipment.

C-3.4 Design, Development and Engineering Support

The Contractor shall provide all needed science and engineering support services for the design, development, integration, calibration, Contractor testing, and delivery of the Fast Response Hygrometer Instruments to the Procuring Organization. The Contractor shall remanufacture articles used in tests to new condition prior to delivery.

C-3.5 Quality Management

The Contractor shall carry out quality management in accordance with the Quality Management Plan (Paragraph 2.12 of Section J, Attachment 1) incorporated into this contract. Instruments shall be manufactured in accordance with the industries' best practices. Upon request, Procuring Organization

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

personnel shall be allowed to review evidence that Quality Management is being carried out in accordance with the plan.

Upon request, the Contractor shall make records of Contractor tests and inspections available for review by the Procuring Organization personnel.

C-3.6 Delivery Order Testing Performance

The Contractor shall carry out First Article Testing and testing of subsequent Fast Response Hygrometer Instruments in accordance with Contractor testing procedures included in its proposal and incorporated into this contract. WHOI, the Procuring Organization, or other organizations designated by these entities shall be permitted to witness Contractor testing upon request. The Contractor shall document the results of its testing in a test report. The Contractor shall deliver the test report to the Procuring Organization per the schedule in the Deliverable Table in Section C.4. After Contractor testing is satisfactorily completed, and the test report document delivered, the Procuring Organization will provide written signoff approval to the Contractor to deliver the Fast Response Hygrometer Instruments. This approval will be from the CO or COTR (as authorized by the CO).

C-3.7 Calibration

The Contractor shall calibrate all the Fast Response Hygrometer Instruments in accordance with calibration procedures, and provide Attachment J-4, prior to shipping to the Procuring Organization per the DO.

C-3.8 The Fast Response Hygrometer Instrument Delivery

After receipt of approval by the Procuring Organization to deliver instruments, the Contractor shall deliver instruments, including installed firmware necessary for the instrument to function, in accordance with the delivery schedule.

The following shall be delivered with the instrument:

- Associated software and software documentation (Sections C.3.11.2 and C.3.11.3)
- Instrument documentation (Section C.3.12)
- Standard spare parts and repair kits, if applicable
- Transportation case

The Procuring Organization may carry out additional acceptance testing on the delivered items.

C-3.9 Shipping and Storage

Units shall be delivered via commercial carrier to the address specified in the DO. See Section 2.10 of the Specifications document (Attachment J-1) for shipping and storage requirements.

Upon receipt of instruments provided under the delivery order, the Procuring Organization will inspect the shipping container and its contents for damage and will verify that the correct numbers Fast Response Hygrometer Instruments have been delivered.

C-3.10 Maintenance

The Contractor shall provide maintenance as required by the DO.

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

C-3.11 Software

C-3.11.1 Software Support

The Contractor shall provide Software Support Services for both vendor supplied software and to support the Procuring Organization's development of software for configuration, control and data management. This support includes, but is not limited to making software documentation available (Section C.3.11.4).

C-3.11.2 Fast Response Hygrometer Instrument Vendor Software

The Contractor shall deliver the Fast Response Hygrometer Instruments with the software necessary to operate them. This software includes, but is not limited to the following:

- Firmware within the instrument needed for the instrument to function
- Any software needed to configure and operate the instrument
- Software to access any on board state of health information or other instrument metadata
- Software necessary to retrieve and evaluate the data from the instrument, if it cannot be done with typical Windows or Linux utilities
- If already available: Software to operate the instrument remotely, data format conversion software, analysis software to collect data and display results, software to download embedded metadata, utility software for testing and calibrating the Fast Response Hygrometer Instruments, scripts for installing any of the above software items

All software code shall be delivered in machine-executable (binary) format along with any associated data, such as configuration data and software libraries that are needed for the software to execute. In addition, the Contractor may deliver compliable/printable source code.

C-3.11.3 Fast Response Hygrometer Instruments Supported Communications Interfaces

The contractor shall make available the following documentation at the time the Fast Response Hygrometer Instrument is delivered:

- Software interface documentation that will enable the Procuring Organization to write interface software that:
 - Exercise all command and control functions of the Fast Response Hygrometer Instrument
 - Synchronize internal time base or apply accurate time stamps to data
 - Extract Fast Response Hygrometer Instrument data and any available metadata
 - Ascertain state of health, configuration and status
- Any available source code to interface with the Fast Response Hygrometer Instruments. The preferred program language for source code is "C". The preferred operating system environment (System libraries) for source code is Unix or Linux based.

C-3.11.4 Software Documentation

The Contractor shall make available the following software documentation at the time the Fast Response Hygrometer Instruments Software installation instructions for all the software items listed in Section C.3.11.2.

- Software user instructions for all the software items listed in Section C.3.11.2
- Description of the structure and format of data and meta data

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

In addition, the Contractor may deliver software design documents including descriptions of internal data formats.

All software documentation shall be provided electronically in Adobe Reader (pdf) format or in other mutually agreed upon formats.

C-3.12 Instrument Documentation

C-3.12.1 Technical Data Package (TDP) and Product Drawings

The Contractor shall provide to the Procuring Organization a Technical Data Package (TDP) describing the product to be delivered per the Deliverables Table in Section C.4. The TDP may consist of all applicable technical data such as drawings and associated lists, circuit diagrams, specifications, standards, performance requirements, quality assurance requirements, and packaging details. The TDP product drawings and associated lists may contain both hardware (HW) and software (SW) products. The Contractor shall update, maintain, and deliver, as needed, an electronic copy of the TDP reflecting any modifications to the COTS product made after contract award. The TDP shall be adequate to support production, integration, engineering, and operation of the Fast Response Hygrometer Instrument.

C-3.12.2 Additional Documentation

The Contractor shall make available the following documentation in accordance with the schedule shown in the Deliverables and Reports Table in Section C-4:

- Supported data and communications (interfaces, protocols, data rates, output data formats, etc.)
- Power (internal supply, external interface, etc.)
- Mechanical/physical (size, weight, materials, etc.)
- Platform interfaces relevant to how the instrument is attached to a platform (mechanical, electrical, optical, data, communications, etc.)
- Instrument configuration (parameters, remote control capabilities, upload/download of configuration files, etc.)
- Contractor's calibration and diagnostic capabilities
- Additional available resources (for configuration, maintenance, calibration, diagnostics, etc.), if any
- User, operations, and maintenance instructions(s), including calibration and installation instructions
- Instrument specification sheets
- Identify and provide MSDS for any hazardous materials in the fielded unit
- 3-D Model in formats compatible with SolidWorks or AutoCAD, if available
- Listing of any material in contact with seawater
- Estimate of instrument dimensional changes at operational depth
- Other documentation such as any metadata
- Provide and substantiate information on the reliability of the proposed instruments in terms of mean time between failures (MTBF).

**WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument**

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

The Contractor may combine the required documentation into one or more documents to accommodate the format of the Contractor’s existing documentation.

C-4 DELIVERABLES

The following table summarizes the deliverables and their due dates. Note that the Contractor may combine one or more deliverables into a single document as they deem appropriate. All documentation deliverables shall be provided electronically in Adobe Reader (pdf) format and MS Office format or another format mutually agreed upon with the Procuring Organization.

Table C-2 – Deliverables and Reports

SOW Paragraph Number	Deliverable/Report Name	Due Date
IQC Reports		
C.2.1	Updates to Project Management and Communications Document	5 business days after any items described in the document, including POCs, are changed
C.2.2	Configuration Management	90 days prior to configuration changes to form, fit, function, cessation of production
C.2.2	Action Item List Updates posted to the appropriate area as described in the OOI Configuration Management Plan	3 business days after meetings that result in changes to the list
C.2.3	Updates to Quality Management Plan	5 business days after any items described in the plan are changed
C.2.4	Kickoff Meeting minutes	3 business days after the Kickoff Meeting
C.2.1	Initial Action Item List posted to the appropriate area as described in the OOI Configuration Management Plan	3 business days after the Kickoff Meeting
C.2.1	Initial Action Item List Updates posted to the appropriate area as described in the OOI Configuration Management Plan	3 business days after meetings that result in changes to the list
C.2.5	Final Report	Final day of the period of performance of the contract
DO Deliverables and Reports		
C.3.2	Delivery Order Schedule	5 business days after receipt of the DO
C.3.2	Updates to the Delivery Order Schedule	As specified in the DO

**WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument**

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

SOW Paragraph Number	Deliverable/Report Name	Due Date
C.3.6	Contractor's First Article Testing and subsequent unit Test Report	15 business days after completion of contractor testing
C.3.8	Fast Response Hygrometer Instruments including installed software/firmware needed for the instrument to function	After receipt of Procuring Organization approval in accordance with Delivery Order Schedule
C.3.8	Spare parts and repair kits	After receipt of Procuring Organization approval in accordance with Delivery Order Schedule
C.3.11.2	Input/Output software	Deliver with the Fast Response Hygrometer Instruments in accordance with the Delivery Order Schedule
C3.11.2	If available: Software to operate the instrument (running on the Input/Output drivers), data format conversion software, analysis software to collect data and display results, software to download embedded metadata, utility software for testing and calibrating the Fast Response Hygrometer Instruments, scripts for installing any of the above software items	Deliver with the Fast Response Hygrometer Instruments in accordance with the Delivery Order Schedule, if available
C.3.11.3	Software installation instructions	With the Fast Response Hygrometer Instruments in accordance with the Delivery Order Schedule
C.3.11.3	Software Communications user instructions	With the Fast Response Hygrometer Instruments in accordance with the Delivery Order Schedule
C.3.11.3	Software design documents including descriptions of internal data formats (optional)	With the Fast Response Hygrometer Instruments in accordance with the Delivery Order Schedule
C.3.11.3	Software interface documentation	With the Fast Response Hygrometer Instruments in accordance with the Delivery Schedule
C.3.11.3	If available, example source code to interface with Fast Response Hygrometer Instruments	With the Fast Response Hygrometer Instruments in accordance with the Delivery Schedule, if available
C.3.11.4	Software documentation	With the Fast Response Hygrometer Instruments in accordance with the Delivery Schedule

WHOI REQUEST FOR PROPOSAL

Fast Response Hygrometer Instrument

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SOW Paragraph Number	Deliverable/Report Name	Due Date
C.3.12.1	Technical Data Package and Product Drawings	With the Fast Response Hygrometer Instruments in accordance with the Delivery Schedule
C.3.12.1	Updates to the Technical Data Package and Product Drawings	15 business days after any modifications to the product
C.3.12.2	Supported data and communications documentation	With the Fast Response Hygrometer Instruments in accordance with the Delivery Order Schedule
C.3.12.2	Power documentation	With the Fast Response Hygrometer Instruments in accordance with the Delivery Order Schedule
C.3.12.2	Mechanical/physical documentation	With the Fast Response Hygrometer Instruments in accordance with the Delivery Order Schedule
C.3.12.2	Documentation on platform interfaces	With the Fast Response Hygrometer Instruments in accordance with the Delivery Order Schedule
C.3.12.2	Instrument configuration documentation	With the Fast Response Hygrometer Instruments in accordance with the Delivery Order Schedule
C.3.12.2	Calibration and diagnostic capabilities documentation	With the Fast Response Hygrometer Instruments in accordance with the Delivery Order Schedule
C.3.12.2	Documentation on additional available resources, if any	With the Fast Response Hygrometer Instruments in accordance with the Delivery Order Schedule
C.3.12.2	User, operations, and maintenance instructions including calibration instructions	With the Fast Response Hygrometer Instruments in accordance with the Delivery Order Schedule
C.3.12.2	Instrument specification sheets	With the Fast Response Hygrometer Instruments in accordance with the Delivery Order Schedule
C.3.12.2	Other documentation such as any metadata	With the Fast Response Hygrometer Instruments in accordance with the Delivery Order Schedule
C.3.12.2	Mean Time Between Failure (MBF) data	With the Fast Response Hygrometer Instruments in accordance with the Delivery Order Schedule

WHOI REQUEST FOR PROPOSAL

Fast Response Hygrometer Instrument

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(End of Section C)

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

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SECTION D – PACKAGING AND MARKING

D-1 PACKAGING, PACKING AND PACKAGE MARKING

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

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

Marking and packaging shall be in accordance with Fast Response Hygrometer Instrument Package Specification # 3305-00018. Any limitation on shipment modes must be clearly identified and approved by the Coastal and Global Scale Nodes (CGSN) CO.

D-2 MARKING OF REPORTS

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

D-3 IDENTIFICATION MARKING OF PARTS

Delivered End Items –Units shall be marked in accordance with the specification, as appropriate. Spare Parts –parts shall be marked, as appropriate.

D-4 MARKING OF REPORTS

All reports delivered by the Contractor shall prominently show on the cover of the report and other documentation, the title, date of issue (and revision number if applicable), and the Contractor's name. Reports shall clearly indicate that they are produced as part of the OOI project. An approval block for internal review and approval shall be included.

(End of Section D)

**WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument**

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SECTION E – INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE TERMS

Inspection and acceptance of items, services, reports, and other required deliverables or outputs shall be subject to the performance standards set forth in Attachment J of this solicitation. Inspection and acceptance of all deliverables under this Contract shall be at any or all of the locations stated in Section C-1.3 unless specified otherwise in a DO. Inspection and acceptance of all deliverables required hereunder shall be made by the Purchasing Organization COTR designated in Section G, who has been delegated the authority to inspect and accept all services, items, reports, and other required deliverables. Acceptance of services, items, reports, and other deliverables by the COTR shall form the basis for payments to the Contractor.

E-2 CONTRACTOR TESTING

The Contractor shall follow the standard test procedures included in its proposal and incorporated into this award. WHOI representatives must be allowed to witness, upon request, any testing carried out by the Contractor at the Contractor's facility or elsewhere. A copy of the Contractor's test results shall be provided to the Procuring Organization in accordance with Section C of this IQC and the DOs.

E-3 ACCEPTANCE TESTING

“Completion and acceptance” means the stage in the progress of the work as determined by the CO named in the DO and determined in writing to the Contractor, wherein all worked required under each DO has been completed in a satisfactory manner, subject to the discovery of defects.

As required in Sections C-3.6 and Table C-2 the vendor will indicate how they plan to test the instrument to verify compliance in Table L-1. The Procuring Organization may conduct Acceptance Testing. Acceptance Testing will include verification that all requirements stated in Section C and Attachment J have been satisfied. The Procuring Organization may rely upon test results from Contractor Testing to verify requirements, or may conduct its own tests as it deems appropriate. Acceptance testing may also include evaluation of an instrument's ability to perform correctly as part of an integrated assembly, or under real or simulated environmental conditions.

E-4 ACCEPTANCE

If the CO named in the DO is satisfied that the correct numbers and models of products have been delivered, and that acceptance testing for these products has been completed satisfactorily, the CO shall issue to the Contractor a notice of acceptance and make final payment to the Contractor. Acceptance by the Procuring Organization is contingent upon:

- a) Satisfactory completion of all required tests
- b) A final inspection by the CO named in the DO that all defects discovered during Contractor Testing and Procuring Organization Testing have been corrected, or that the requirement associated with the defect has been waived by the Procuring Organization. Submittal by the Contractor of all documents and other items required by the Contract
- c) Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment

WHOI REQUEST FOR PROPOSAL

Fast Response Hygrometer Instrument

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CLIN 0005: Inspection and acceptance of all data shall be as specified on the attached Deliverables and Report list (Table C-2).

(End of Section E)

WHOI REQUEST FOR PROPOSAL

Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

SECTION F – DELIVERIES OR PERFORMANCE

F-1 PERIOD OF PERFORMANCE

The Period of Performance (POP) for this contract is three years from contract award with one one-year option period, if exercised. The following apply to both the base period and to the option period, if exercised:

- a. All work under this contract shall be completed by the end of the POP as noted above. The completion date for each CLIN as described in Section B will be specified in each DO issued under this Contract and will not exceed the IQC POP end date. All FFP instrument hardware orders are expected to occur during the first 24 months and as specified in the applicable DO(s).
- b. All priced items/services may be ordered throughout the POP in accordance with pricing established in Section B.
- c. The Contractor shall, not later than sixty (60) days prior to the end of the POP, notify the WHOI Director of Procurement of any DOs that will not be completed within the Contract's POP. The notification shall include the Contractor's estimate of the date by which each DO would be completed and balance of payments owed.
- d. The Contractor shall be responsible for helping to ensure that all work under this IQC will be completed within the Contract's POP and shall work with the Procuring Organization to schedule production and delivery of Fast Response Hygrometer Instruments to meet the Contract's POP end date. The Contractor shall notify the Procuring Organization's COTR at the time a DO is issued of any problems anticipated in meeting the delivery schedule for this DO and shall not accept any DOs that would put the Contractor at risk of non-completion by the end date of the Contract's POP. Only the WHOI Director of Procurement has the authority to extend the POP of a DO and the IQC to accommodate work beyond the stated end date. Any work performed by the Contractor on DO tasks after the end date of the POP without such authorization shall be at the sole risk of the Contractor.
- e. Actual delays that are found to be caused by the Contractor's own actions, which result in a calculated schedule delay, will be negotiated on a case-by-case basis and may be cause for consideration to WHOI.

Unless otherwise specified in any order, the supplies to be furnished by the Contractor shall be delivered F.O.B. destination unless otherwise authorized by the WHOI CO.

F-2 DELIVERABLE REQUIREMENTS

F-2.1 Schedule of Deliverables

The Contractor shall provide the deliverables as specified in the DOs.

F-2.2 Reporting/Deliverable Requirements

The Contractor shall provide the following IQC Deliverables and Reports:

- a. Deliverables: See table under Section C.4, Deliverables (none listed for IQC—all Deliverables due under DOs)

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

- b. Reports: See table under Section C.4, Deliverables (IQC reports are referenced in rows for SOW Paragraph Numbers 2 and 3)

The Contractor shall provide the following DO Deliverables and Reports:

- a. Deliverables: See table under Section C.4, Deliverables
- b. Reports: As listed in table under Section C.4, Deliverables, and as specified in each DO

F-3 DELIVERY ORDER AWARD CONTENT

The Contractor shall inform the WHOI Director of Procurement via e-mail of the receipt of a DO within one business day of receipt of a DO from a Procuring Organization. One copy of each new DO issued under this IQC must be forwarded to the IQC COTR and the WHOI Director of Procurement within one week of receipt by the Contractor.

DOs will at a minimum include the following (as appropriate):

- a. DO Number and Contract Title
- b. Funding Source
- c. Total maximum Price
- d. Obligated Amount (which shall constitute the maximum liability on behalf of the Procuring Organization)
- e. Statement of Work, deliverables and results to which the Contractor shall be held
- f. Contract Pricing Table outlining applicable CLINs including maximum price
- g. Period of Performance
- h. Delivery Schedule
- i. Deliverables, Results, Reports
- j. Procuring Organization Furnished Property
- k. Special Requirements
- l. Other Procuring Organization Terms and Conditions
- m. Payment Office
- n. Delivery Address
- o. Purchase Order Number

(End of Section F)

WHOI REQUEST FOR PROPOSAL

Fast Response Hygrometer Instrument

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SECTION G – CONTRACT ADMINISTRATION DATA

G-1 ORDERING

All supplies and services to be furnished under this contract shall be ordered by issuance of DOs by the individuals or organizations designated in this contract. DOs may be issued by any of the Procuring Organizations named in Section C-1.3. All DOs are subject to the terms and conditions of this contract. In the event of conflict between a DO and this contract, the contract shall control. Orders may be issued by mail, fax, or by Email.

G-2 INVOICES AND PAYMENT INFORMATION

- a. **For WHOI Ordered Items** - Payment will be based on CLIN deliverables. WHOI's standard payment terms of Net 30 days shall apply.

- 1) The contractor shall submit original invoices (in duplicate) to:

- Procurement Office
- Woods Hole Oceanographic Institution
- MS#1
- Woods Hole MA 02543

- 2) Invoice must include:

- a) Name and address of contractor
- b) Contractor's DUNS #
- c) Invoice date and number
- d) Contract/Purchase Order number
- e) Description, quantity, unit of measure and unit price
- f) Terms of any discount for prompt payment
- g) Name and contact information of person to notify in event of defective invoice

- 3) Invoices will be processed five (5) days after acceptance by the Contract Project Manager.

- b. **For Other Organization Ordered Items** – All DO invoices issued and payments made shall be made in accordance with the directions provided in each DO, including percentage of payment authorized at time of DO issuance and balance of payment due at time of DO item acceptance.

G-3 CONTRACTING AUTHORITY

- a. For the basic IQC:

- Dennis Fox
- Director of Procurement/Contracting Officer
- Woods Hole Oceanographic Institution
- Woods Hole, MA 02543
- dfox@whoi.edu

- b. For DOs:

- The CO executing the individual DO will retain cognizance of contract administration for that DO.

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

- c. For the Contractor:

To be completed at award

Acceptance of direction to make changes to the scope of work defined under this SOW from anyone other than the WHOI Director of Procurement is not to be considered a basis for claim against WHOI nor does it relieve the Contractor from fulfilling its contractual obligations under this contract.

G-4 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- a. For the basic IQC:

Robert Weller
Woods Hole Oceanographic Institution
Woods Hole, MA 02543
rweller@whoi.edu

- b. For DOs:

Each DO issued hereunder will indicate a COTR for that particular DO. The COTR will be responsible for DO technical oversight for that DO.

The IQC COTR performs the technical oversight of the Contract and maintains appropriate interface with Contractor personnel.

The COTR is responsible for administering the performance of work under the terms of this Contract. In no event however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this Contract be effective or binding upon the Parties unless formalized by contract modification executed by WHOI's Contracting Authorities named in Section G-3.

The COTR may give technical direction to the Contractor that fills in details, requires pursuit of certain lines of inquiry, or otherwise serves to facilitate Contractor's compliance with this IQC.

To be valid, technical direction by the COTR:

- a. Must be consistent with the general scope of work set forth in this contract;
- b. May not constitute new assignment of work nor change the expressed terms, conditions, or specifications of this contract; and
- c. Shall not constitute a basis for any increase in the contract estimated cost or extension to the contract delivery schedule or period of performance.

In the event any COTR technical direction is interpreted by the Contractor to fall outside the scope of Section C, the Contractor shall not implement such direction, but shall notify WHOI's Director of Procurement in writing of such interpretation (see Section G-3 for email contact information). Such notice shall:

- a. Include the reasons upon which the Contractor bases its belief that the technical direction for work under a specific DO falls outside the scope of the contract;

WHOI REQUEST FOR PROPOSAL

Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

- b. Include the Contractor's best estimate as to the revision needed to the current estimated cost, performance time, delivery schedules, or any other provision under the DO in question that would result from implementing the COTR's direction.

If, after reviewing the information presented, WHOI Director of Procurement considers that such direction is technical direction authorized by this clause for the specific DO in question, the Contractor will be directed to proceed with the implementation of such technical direction.

In the event a determination is made that it is necessary to avoid a delay in performance of the contract or the DO, WHOI's Director of Procurement may direct the Contractor to proceed with the implementation of the technical direction pending receipt of the information cited in above paragraphs d. and e. to be submitted by the Contractor.

G-5 PAYING OFFICE

The Contractor must submit invoices to the payment office indicated in each DO.

G-6 CONTRACTOR'S PAYMENT ADDRESS

(To be provided by the Contractor)

(End of Section G)

WHOI REQUEST FOR PROPOSAL

Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H-1 INDEMNIFICATION

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

H-2 ARBITRATION

Any dispute, controversy, or claim arising out of or relating to this contract or breach thereof which cannot be amicably settled between WHOI and the Contractor shall be finally settled by arbitration at the election of either party in accordance with the Rules of the American Arbitration Association by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in the Commonwealth of Massachusetts. The arbitration award shall be final and binding on the parties, shall be in lieu of any other remedy, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator may, in his/her discretion, award to the prevailing party its expenses, including attorneys' fees, incurred in connection with the arbitration.

Any dispute, controversy, or claim arising out of or relating to a specific DO or breach thereof which cannot be amicably settled between the Procuring Organization and the Contractor shall be finally settled by arbitration at the election of either party in accordance with the Rules of the American Arbitration Association by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in and be governed by specific state law governing the Procuring Organization. The resulting award shall be final and binding on the parties, shall be in lieu of any other remedy, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

H-3 LIMITATION OF DAMAGES

Under no circumstances shall WHOI, NSF, Ocean Leadership and/or the Procuring Organization be liable to the Contractor for any consequential damages, lost profits, delay damages, or other forms of damages beyond payment of units/services ordered.

H-4 LIABILITY

None of the following: WHOI, NSF, Ocean Leadership, or any of the Procuring Organizations named in Section C-1.3 can assume any liability for accidents, illnesses, injuries, or claims arising out of, or related to, any activities supported by this contract or for unauthorized use of patented or copyrighted materials. The Contractor is advised to take such steps as may be deemed necessary to insure or protect itself, its employees, and its property.

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

H-5 LIABILITY INSURANCE

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

H-6 SUITS/CLAIMS AGAINST CONTRACTOR

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

H-7 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

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

H-8 PROVISIONS REGARDING USE OF DATA AND INFORMATION

H-8.1 Limitations on Use

All of the Fast Response Hygrometer Instrument observational data acquired by WHOI, Procuring Organizations, and organizations designated by these entities under the Contract shall be available for unrestricted dissemination and use in connection with the operation and use of the Fast Response Hygrometer Instruments by WHOI, Ocean Leadership, NSF, any and all of the Procuring Organizations, and the licensees or assigns of the foregoing. To the extent Contractor anticipates that it will be necessary to disclose proprietary Fast Response Hygrometer Instrument or system information proprietary data pursuant to nondisclosure restrictions, the nature of such data must be specifically identified in the Contract or DO, along with the reason for the imposition of non-disclosure restrictions, and the proposed terms and conditions of any proposed non-disclosure restrictions.

The parties shall not use, disclose or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this contract. This obligation shall not apply to information which (a) was in the receiving party's possession prior to receipt of the disclosed information; (b) is or becomes a matter of public knowledge through no fault of the receiving party; (c) is received from a third party

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

without a duty of confidentiality; (d) is independently developed by the receiving party; (e) is disclosed under operation of law, provided that the disclosing party is provided reasonable notice and opportunity to contest the need for such disclosure, or to seek a protective order therefore.

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

H-8.2 Rights in Data Necessary for the Procurement, Operation, and Management of the OOI

In addition to the rights detailed under Section I.2.1 of this solicitation, the following shall apply:

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

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

- k. Contracts, Lower Tier Awards, and vendor agreements (these items will be assessed by WHOI and the Contractor for the presence of any proprietary data prior to their release to a third party)
- l. Operations reports

Rights acquired by WHOI, Ocean Leadership and the NSF under this Section H-8.2 do not include rights to any data first produced solely for scientific research purchases. Licenses to use data not first produced under this Contract, including, without limitation, any third-party software, shall be identified in the Contract, and Contractor shall grant to WHOI, NSF and Ocean Leadership an irrevocable, non-exclusive, perpetual, worldwide, fully paid-up license to utilize all such data, including any and all software, tools or other technology that may be embedded in the Fast Response Hygrometer Instrument or otherwise provided to WHOI, NSF or Ocean Leadership in connection with the Fast Response Hygrometer Instrument, without restriction in the operation and use of the Fast Response Hygrometer Instrument. WHOI may assign or sublicense any or all of its rights to operate the Fast Response Hygrometer Instrument, including, without limitation, to any successor awardee operating and managing the OOI. For the avoidance of doubt, neither Contractor nor its licensors shall have any rights in or to data generated by or through the use of Fast Response Hygrometer Instrument by WHOI, Ocean Leadership, NSF, the Procuring Organizations, or the licensees or assigns of any of them.

Flow-down Requirements:

The requirements of Section H-8 will apply to all DOs issued under this IQC. The Contractor shall ensure that the requirements of Section H-8 flow down to all subcontractors, if any, to this Contract.

H-9 Intentional left blank.

H-10 CONTRACT MONITORING

In monitoring the Contractor's performance, WHOI is primarily interested in progress toward successful completion of each DO along with the financial status of the contract. During the course of performance of the resulting contract, WHOI (and authorized representatives including NSF and Ocean Leadership representatives) and including representatives from each ordering institution (IO/Procuring Organization) shall have the right, at all reasonable times, to make site visits to inspect or review the progress of work or the management control systems of the Contractor. The Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the representatives in the performance of their duties, to include witnessing any Contractor tests conducted on the instruments being delivered to OOI under this IQC or any DO. Such access shall include, but not be limited to, the right to inspect the Contractor's financial accounts or records that pertain to this contract.

H-11 ACKNOWLEDGEMENT OF NSF SUPPORT

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

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

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H-12 NOTICE OF LABOR DISPUTES

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract or any DO, the Contractor shall immediately give notice, including all relevant information, to the WHOI Director of Procurement. The Contractor agrees to insert the substance of this clause (H.12) in any subcontract to which a labor dispute may delay the timely performance of the contract.

H-13 CHANGE-OVER AND PHASE-OUT

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

H-14 RIGHT TO PROCURE FROM OTHER SOURCES

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

H-15 TAXES/DUTIES

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

H-16 PERMITS AND RESPONSIBILITIES

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

H-17 F.O.B. DESTINATION

1. The term "f.o.b. destination," as used in this clause, means—
 - a. Free of expense to WHOI or another Procuring Organization, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
 - b. Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. WHOI shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of WHOI acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies

WHOI REQUEST FOR PROPOSAL

Fast Response Hygrometer Instrument

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delivered meet the requirements of Item 568 of the National Motor Freight Classification for “heavy or bulky freight.” When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarded for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

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

H-18 WARRANTIES AND ACCEPTANCE UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA

(a) Definitions.

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

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

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

(b) Contractor’s obligations.

(1) The Contractor’s warranties under this clause shall apply only to those defects discovered by either the Procuring Organization or the Contractor within 60 days following deployment. Note that deployment may take place up to 12 months following acceptance.

(2) If the Contractor becomes aware at any time before acceptance by the Procuring Organization (whether before or after tender to the Procuring Organization) that a defect exists in any supplies or services, the Contractor shall—

(i) Promptly correct the defect; or (ii) Promptly notify the CO, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

(3) If the Procuring Organization's CO determines that a defect exists in any of the supplies or services accepted by the Procuring Organization under this Contract, the CO shall promptly notify the Contractor of the defect, in writing, within 30 days after discovery of the defect. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the CO, in writing, within 30 days a recommendation for corrective actions, together with supporting information in sufficient detail for the CO to determine what corrective action, if any, shall be undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the CO to correct or partially correct a defect, at no increase in the Contract price.

(5) The Contractor shall also prepare and furnish to the CO data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this Contract) at no increase in the Contract price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within 30 days to amend the Contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the Contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this Contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services re-performed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) If the Procuring Organization returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this Contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this Contract. The Contractor shall also bear the responsibility for the supplies while in transit.

(9) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this Contract.

(c) Remedies available to the Procuring Organization.

(1) The rights and remedies of the Procuring Organization provided in this clause—

(i) Shall not be affected in any way by any terms or conditions of this Contract concerning the conclusiveness of inspection and acceptance; and (ii) Are in addition to, and do not limit, any rights afforded to the Procuring Organization by any other clause of this Contract.

(2) Within 30 days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Procuring Organization's CO, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at the manufacturer's facility.

(3) In no event shall the Procuring Organization be responsible for any extension or delays in the scheduled deliveries or periods of performance under this Contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

(4) This clause shall not be construed as obligating the Procuring Organization to increase the Contract price.

(5)(i) The Procuring Organization's CO shall give the Contractor a written notice specifying any failure or refusal of the Contractor to—

(A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;

(B) Correct defects as directed under paragraph (b)(4) of this clause; or

(C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

(6) If the Contractor does not comply timely with the Procuring Organization's CO's written notice in paragraph (c)(5)(i) of this clause, the CO may by Contract or otherwise—

(i) Obtain detailed recommendations for corrective action and either—

(A) Correct the supplies or services at Contractor's expense; or

(B) Replace the supplies or services at Contractor's expense, and if the Contractor fails to furnish timely disposition instructions, the Procuring Organization's CO may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Procuring Organization is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

(ii) Obtain applicable data and reports; and (iii) Charge the Contractor for the costs incurred by the Procuring Organization.

(End of Section H)

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

SECTION I – CONTRACT CLAUSES

I-1 GENERAL INFORMATION

DOs under this Contract will be funded with either American Recovery and Reinvestment Act (ARRA)—see Section I.3 below, Major Research Equipment and Facilities Construction (MREFC), and/or Operations and Maintenance (O&M) funds. Each DO will specify the respective funding source. Funds shall be used solely for those activities designated under a specific funding source and may NOT be reprogrammed or reallocated for the performance and payments of other activities under this Contract.

I-2 NATIONAL SCIENCE FOUNDATION (NSF) COOPERATIVE AGREEMENT FLOW-DOWN TERMS AND CONDITIONS

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

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

Articles: 9, 21, 23, 26, 27, 30, 34, 37, 38 and 46, in the *NSF Cooperative Agreement Financial & Administrative Terms & Conditions, (CA-FATC)*, October 1, 2010, as amended over time, shall apply. The full text of the current CA-FATC can be found online at: http://www.nsf.gov/pubs/gc1/cafadc_oct10.pdf.

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

- a. “WHOI Director of Procurement” for “Grants Officer” or “Grants and Agreements Officer” or “Contracting Officer”;
- b. “WHOI Director of OOI” for “Principal Investigator” or “Project Director”
- c. “Prime Contractor” or “WHOI” or “Implementing Organization (IO)” or “Procuring Organization” for “Government” or “NSF
- d. “Subcontractor”, “Contractor” for “Awardee”, “Grantee”, or “Recipient”
- e. “Contract” for “Award” or “Grantee”
- f. “Director, OOI” for “NSF Deputy Director”

I-2.1 CA-FATC Article 9, Procurement Standards

Whether or not approval of a procurement is required under Article 8a, where appropriate, the awardee (including commercial organizations) is responsible for compliance with the procurement standards identified in 2 CFR §§ 215.40 through .48. The awardee also is responsible for ensuring that the appropriate NSF conditions from this award (including Article 26, Audit and Records) are made a part of any contract or other arrangement whose award amount exceeds the simplified acquisition threshold (currently \$150,000).

WHOI REQUEST FOR PROPOSAL

Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

I-2.2 CA-FATC, Article 21, Copyrightable Material

a. Definition

Subject writing means any material that:

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

b. Copyright Ownership, Government License

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

c. Awards Affected by International Agreements

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

d. Awardee Action to Protect Government Interests

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

I-2.3 CA-FATC, Article 23, Publications

a. Acknowledgment of Support

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

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

b. News Releases

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

c. Disclaimer

The awardee is responsible for assuring that every publication of material (including World Wide Web pages) based on or developed under this award, except scientific articles or papers appearing in

WHOI REQUEST FOR PROPOSAL

Fast Response Hygrometer Instrument

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scientific, technical or professional journals, contains the following disclaimer: "Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the National Science Foundation."

d. Copies for NSF

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

e. Metric System

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

I-2.4 CA-FATC, Article 26, Audit and Records

- a. Financial records, supporting documents, statistical records, and other records pertinent to this award shall be retained by the awardee for a period of three years from submission of the final project and expenditure reports specified in Articles 15 and 16.
 1. Records that relate to audits, appeals, litigation or the settlement of claims arising out of the performance of the project shall be retained until such audits, appeals, litigation or claims have been disposed of.
 2. Records relating to projects subject to special project income provisions shall be retained until three years from the end of the awardee's fiscal year in which the award requirement for reporting income expires.
- b. Unless court action or audit proceedings have been initiated, the awardee may substitute microfilm copies of original records.
- c. The Director of the National Science Foundation and the Comptroller General of the U.S., or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the awardee organization and of the performing organization, if different, to make audits, examinations, excerpts and transcripts. Further, any negotiated Contract in excess of the simplified acquisition threshold (currently \$250,000) made by the awardee shall include a provision to the effect that the awardee, the Director of the National Science Foundation, the Comptroller General of the U.S., or any of their duly authorized representatives, shall have access to pertinent records for similar purposes.
- d. In order to avoid duplicate record keeping, NSF may make special arrangements with the awardee to retain any records that are needed for joint use. NSF may request transfer to its custody of records not needed by the awardee when it determines that the records possess long-term retention value. When the records are transferred to, or maintained by NSF, the three-year retention requirement is not applicable to the awardee. In the rare event that this provision is exercised, NSF will negotiate a mutually agreeable arrangement with the awardee regarding reimbursement of costs.
- e. Awardees that are States, Local Governments or Non-Profit Organizations, shall arrange for the conduct of audits as required by OMS Circular A-133 "*Audits of States, Local Governments, and Non-Profit Organizations*" (including colleges and universities.) They shall provide copies of the reports of these audits to the cognizant Federal audit agency. Any Federal Audit of this project deemed necessary by NSF shall build upon the results of such audit(s).

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

I-2.5 CA-FATC, Article 27, Site Visits

NSF, through authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by NSF on the premises of the awardee or a Contractor under an award, the awardee shall provide and shall require its Contractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

I-2.6 CA-FATC, Article 30, Nondiscrimination

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

I-2.7 CA-FATC, Article 34, Clean Air and Water

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

The awardee agrees as follows:

- a. To comply with all the requirements of Section 114 of the Clean Air Act [42 U.S.C. §7414] and Section 308 of the Clean Water Act [33 U.S.C. § 1318], respectively, relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308 of the Clean Air Act and the Clean Water Act, respectively, and all regulations and guidelines issued thereunder before the award of the cooperative agreement.
- b. That no portion of the work required by the award will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date that the award was awarded unless and until EPA eliminates the name of such facility or facilities from such listing.

WHOI REQUEST FOR PROPOSAL

Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

- c. To use its best efforts to comply with clean air standards and clean water standards at the facility in which the award is being performed.
- d. To insert the substance of the provisions of this article into any nonexempt subcontract.

I-2.8 CA-FATC, Article 37, State Sales and Use Taxes

Awardees are reminded that each set of cost principles cited in Article 12b limits the allowability of taxes to those the organization is required to pay. Awardees must avail themselves of any tax exemptions for which any activities supported by Federal funds may qualify, including any applicable exemptions from state or local sales and use taxes on the purchase of goods and services made with NSF award funds.

I-2.9 CA-FATC, Article 38, Debarment and Suspension

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

I-2.10 CA-FATC, Article 46, Sense of the Congress on the Use of Funds

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

I-3 AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) OF 2009

Activities funded under the ARRA (Public Law 111-5) are subject to the ARRA Terms and Conditions, dated May 2009, and as amended under time are available at the NSF website at: http://www.nsf.gov/pubs/policydocs/arra/arratc_509.pdf.

Specific articles applicable to work under DOs will be specified in each DO—see I.1 above. Current reporting requirements are specified at http://www.nsf.gov/pubs/policydocs/arra/arradatamodel_10410.pdf.

- a. The parties acknowledge that ARRA requires that certain agreements funded under that Act are required to contain Davis-Bacon Act (DBA) wage determinations for hourly laborers and mechanics performing construction work, in accordance with the rules and procedures of the Department of Labor.
- b. It is anticipated that given the nature of this project (design, fabrication, integration, and/or installation), any construction-related work will be only incidental to the main work of this IQC. The Contractor nevertheless agrees that it will, regarding any construction work that is substantial and segregable from the main work of this project, apply DBA requirements to such work, and

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

will at that time submit relevant data to the WHOI Director of Procurement and the issuing DO CO and will request an appropriate wage determination. See 48 C.F.R. 22.402, Applicability.

- c. For purposes of this clause and all matters relating to DBA requirements, DBA-related terms shall have the meanings assigned to them by the Department of Labor. The requirements of the Buy American Act under ARRA Section 1605 do not apply to this Contract. However, Article 46 of the CA-FATC remains in effect requiring that "to the greatest extent practicable" all equipment and products purchased with NSF funds should be American-made.

I-4 OTHER CLAUSES

In the below clauses, the term "Procuring Organization" refers to any and all of those institutions named in Section E.1 of this solicitation.

I-4.1 Indefinite Quantity Contract (IQC)

- a. This is an IQC for any ordered supplies or services specified, and effective for the period stated. The quantities of supplies and services specified in this solicitation are estimates only and neither WHOI nor any other Procuring Organization shall be obligated to purchase any supplies or services from Contractor beyond the minimum order amount.
- b. Delivery or performance shall be made only as authorized by orders issued in accordance with Section F of this RFP. The Contractor shall furnish to the Procuring Organizations, when and if ordered, the supplies or services estimated in Section B of this solicitation and specified in each DO up to and including the quantity designated in Section B as the "maximum." The Procuring Organizations, as a group, will order at least the quantity of supplies or services designated in Section B as the "minimum."
- c. There is no limit on the number of orders that may be issued. WHOI or any of the Procuring Organizations may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- d. Any order issued during the effective period of this Contract shall be completed within the authorized period of performance of the Contract.

I-4.2 Order of Precedence

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- a. The schedule (excluding the specifications)
- b. Representations and other instructions
- c. Contract clauses
- d. Other documents, exhibits, and attachments
- e. The specifications

I-4.3 Availability of Funds

Funds are not presently available for the entirety of the expected maximum ceiling for this contract. WHOI's obligation under this contract is contingent upon the availability of appropriated funds from

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

which payment for contract purposes can be made. No legal liability on the part of WHOI and/or a Procuring Organization for any payment beyond the minimum contract order stipulated in Section B.3 of the RFP may arise until funds are made available to the WHOI Director of Procurement for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by WHOI Director of Procurement.

I-4.4 Fixed Price – Changes

- a. The WHOI Director of Procurement may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
 1. Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for WHOI in accordance with any provided drawings, designs, or specifications
 2. Method of shipment or packing
 3. Place of inspection, delivery, or acceptance
- b. If any such change causes an increase or decrease in the cost of, or time required for, performing this contract, whether or not changed by the order, the WHOI Director of Procurement shall make an equitable adjustment in—
 1. The contract price, the time of performance, or both; and
 2. Other affected terms of the contract, and shall modify the contract accordingly.
- c. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the WHOI Director of Procurement decides that the facts justify it, the WHOI Director of Procurement may receive and act upon a proposal submitted before final payment of the contract.
- d. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the WHOI Director of Procurement shall have the right to prescribe the manner of the disposition of the property.
- e. Failure to agree to any adjustment shall be a dispute subject to Arbitration. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

I-4.5 Responsibility for Supplies

- a. Title to supplies furnished under this contract shall pass to the Procuring Organization upon formal acceptance, regardless of when or where the Procuring Organization takes physical possession.
- b. Risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Procuring Organization upon, acceptance by the Procuring Organization or delivery of the supplies to the Procuring Organization at the destination specified in the DO, whichever is later, since transportation is f.o.b. destination.
- c. Paragraph (b) of this clause shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) of this clause shall apply.

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

- d. Under paragraph (b) of this clause, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Procuring Organization acting within the scope of their employment.

I-4.6 Termination

Termination for Convenience

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

Termination for Default

- a.
 - 1. WHOI may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to—
 - (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
 - (ii) Make progress, so as to endanger performance of this contract (but see paragraph a.2 of this clause); or
 - (iii) Perform any of the other provisions of this contract (but see paragraph a.2 of this clause).
 - 2. WHOI's right to terminate this contract under subdivisions a.1(ii) and a.1(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the WHOI Director of Procurement) after receipt of the written notice from the WHOI Director of Procurement specifying the failure.
- b. If WHOI terminates this contract in whole or in part, it may acquire, under the terms and in the manner the WHOI Director of Procurement considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Procuring Organization for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

WHOI REQUEST FOR PROPOSAL

Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

- c. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of WHOI in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- d. If the failure to perform is caused by the default of a Subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- e. If this contract is terminated for default, WHOI may require the Contractor to transfer title and deliver to the Government, as directed by the Director of Procurement, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as “manufacturing materials” in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the WHOI Director of Procurement, the Contractor shall also protect and preserve property in its possession in which WHOI has an interest.
- f. The Procuring Organization shall pay contract price for completed supplies delivered and accepted. The Contractor and CO of the Procuring Organization shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Procuring Organization may withhold from these amounts any sum the CO determines to be necessary to protect WHOI and/or the Procuring Organization against loss because of outstanding liens or claims of former lien holders.
- g. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of WHOI.
- h. The rights and remedies of WHOI and/or the Procuring Organization in this clause are in addition to any other rights and remedies provided by law or under this contract.

I-4.7 Stop Work Order

- a. The WHOI Director of Procurements may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the WHOI Director of Procurements shall either—
 - 1. Cancel the stop-work order; or
 - 2. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience, clause of this contract.

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

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- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The WHOI Director of Procurement shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
 - 1. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - 2. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the WHOI Director of Procurement decides the facts justify the action, the WHOI Director of Procurement may receive and act upon the claim submitted at any time before final payment under this contract.
- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of WHOI, the WHOI Director of Procurement shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the WHOI Director of Procurement shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

I.4.8 Risk of Loss

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

I-4.9 Title

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

I-4.10 Other Compliances

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract. *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

I-4.11 Central Contractor Registration (CCR)

Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from WHOI's and/or the Procuring Organization's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete.

WHOI REQUEST FOR PROPOSAL

Fast Response Hygrometer Instrument

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Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(End of Section I)

WHOI REQUEST FOR PROPOSAL

Fast Response Hygrometer Instrument

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SECTION J – ATTACHMENTS

Table J-1 provides attachments (documents) that are hereby incorporated by reference into this solicitation and any resultant contract:

Table J-1. Attachments

Attachment	Title
J-1	3305-00018 Fast Response Hygrometer Instrument Package Specification, Version: 1-00, dated July13, 2011
J-2	Compliance Matrix, Table L-1, will become Attachment J-2 upon completion by vendor
J-3	Proposed Instrument Model, Table L-2, will become Attachment J-3 when completed by vendor
J-4	Contractor’s Calibration Procedures when completed by the vendor
J-5	Proposal Conformance Checklist
J-6	Burba, G. and D. Anderson (2010) A Brief Practical Guide to Eddy Covariance Flux Measurements: Principles and Workflow Examples for Scientific and Industrial Applications. (This document can be downloaded here.) http://www.licor.com/env/applications/eddy_covariance/book.jsp
J-7	Campbell Scientific, Inc. (1998) Instruction Manual: Eddy Covariance System CA27 and KH20, www.campbellsci.com .
J-8	Edson, J. B., A. A. Hinton, K. E. Prada, J. E. Hare, and C.W. Fairall (1998) Direct Covariance Flux Estimates from Mobile Platforms at Sea. Journal of Atmospheric and Oceanic Technology, 15, 547-562.
J-9	Frederickson, P. A., K. L. Davidson, F. K. Jones, and T. Neta, (2001) Naval Postgraduate School FLUX Buoy Data Report for the MUSE Deployment, August-September 2000, Monterey Bay, California. Technical Report, Naval Postgraduate School, 19 pp.
J-10	Launiainen, S., J. Rinne, J. Pumpanen, L. Kulmala, P. Kaori, P. Keronen, E. Silviola, T. Pohja, P. Hari, and T. Vesala (2005) Eddy covariance measurements of CO ₂ and sensible and latent heat fluxes during a full year in a boreal pine forest trunk-space. Boreal Environment Research, 10, 569-588.

(End of Section J)

WHOI REQUEST FOR PROPOSAL

Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K-1 OFFEROR REPRESENTATIONS AND CERTIFICATIONS

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

K-2 TAXPAYER IDENTIFICATION

(a) Definitions

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

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

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

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

(d) Taxpayer Identification Number (TIN)

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

(e) Type of organization

- Sole proprietorship
- Partnership
- Corporate Entity (not tax-exempt)
- Corporate Entity (tax-exempt)
- Government Entity (Federal, State or local)
- Foreign Government

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

- International Organization per 26 CFR 1.6049-4
- Other
- (f) Common Parent
 - Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
 - Name and TIN of common parent:
Name: _____
TIN: _____

K-3 CERTIFICATION REGARDING DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that –
 - (i) The Offeror and/or any of its Principals –
 - (A) Are , Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the Subaward of Contracts by any Federal agency.
 - (B) Have Have not , within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) Contract or Subaward; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are , Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
 - (ii) The Offeror has , has not , within a 3-year period preceding this offer, had one or more Contracts terminated for default by any Federal agency.
- (2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

- (b) The Offeror shall provide immediate written notice to the CO if, at any time prior to Contract Subaward, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of a Subaward under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

Offeror to furnish a certification or provide such additional information as requested by the CO may render the Offeror non-responsible.

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

K-4 DRUG-FREE WORKPLACE CERTIFICATION

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

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

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

K-5 CERTIFICATION REGARDING LOBBYING INSTRUCTIONS ON CERTIFICATION REGARDING LOBBYING

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements and that all subcontractors shall certify and disclose accordingly.

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

K-6 CERTIFICATION REGARDING CONFLICT OF INTEREST POLICIES

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

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

K-7 CERTIFICATION REGARDING NONDISCRIMINATION

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

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

K-8 CERTIFICATION REGARDING FLOOD HAZARD INSURANCE

Intentionally left blank

**WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument**

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K-9 CERTIFICATION FOR AUTHORIZATION FOR ORGANIZATIONAL REPRESENTATION OR INDIVIDUAL

Proposer

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

Signature of AOR

AOR Title/Position

Printed Name of AOR and Date

K-10 CERTIFICATION REGARDING ORGANIZATIONAL CONFLICT OF INTEREST

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

(a) Conflicts of Interest

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

(b) Organizational Conflicts Of Interest

An organizational conflict of interest occurs when: a contractor is unable or potentially unable to provide impartial contract performance due to competing duties or loyalties; a contractor's objectivity in carrying out the contract is or might be otherwise impaired due to competing duties or loyalties; or a contractor has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors/Offerors.

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

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

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 Offeror warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. The Offeror agrees that if after award a conflict of interest is discovered, an immediate and full disclosure in writing shall be made to the CO. 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 CO. In the event the Offeror was aware of an organizational conflict of interest prior to the award and did not disclose the conflict, the CO may terminate the award for default.

Signature of AOR

AOR Title/Position

Printed Name of AOR and Date

(End of Section K)

**WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument**

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

SECTION L – INSTRUCTIONS FOR PROPOSAL

L-1 GENERAL INSTRUCTIONS

- a. WHOI is not obligated to make an award or reimburse any of the cost incurred by the Offerors in the preparation and submission of proposals in response to this RFP.
- b. Offerors should examine the entire solicitation. Failure to do so shall be at Offeror's own risk. Proposals shall be submitted per instructions as detailed in this section.
- c. Offerors must ensure that proposals are complete and that all required information, especially all entries in tables, are provided in the proposal. Failure to do so may result in the proposal being determined to be non-compliant and excluded from further evaluation in the competitive review process. If an Offeror has any questions about the information required, then the Offeror should use the Questions and Answers process described in Section A.3 to ensure that all required information will be provided in the proposal.
- d. All communications between Offerors and WHOI regarding this procurement shall be through WHOI's CO:

Dennis Fox, Director of Procurement
Woods Hole Oceanographic Institution
266 Woods Hole Road,
Woods Hole, MA 02543
email: dfox@whoi.edu

This solicitation does not commit WHOI to pay any cost incurred in the preparation or submission of the Offeror's proposal or in making necessary studies or designs for the preparation thereof. Neither this solicitation nor the submission of any proposal creates any contract or obligation on the part of WHOI. Patentable ideas, trade secrets, privileged or confidential commercial or financial information, disclosure of which may harm the Offeror, should be included in proposals only when such information is necessary to convey an understanding of the proposed project. Such information must be clearly marked in the proposal and be appropriately labeled with a legend such as, "The following is (proprietary or confidential) information that (name of proposing organization) requests not be released to persons outside WHOI, Ocean Leadership or NSF, except for purposes of review and evaluation."

L-2 TYPE OF CONTRACT

As noted in Section A, WHOI intends to award an IQC Firm Fixed Price (FFP) contract resulting from this solicitation.

L-3 OWNER FURNISHED PROPERTY (OFP)

Not applicable.

L-4 PROPOSAL SUBMISSION REQUIREMENTS

The Offeror shall prepare its proposal as set forth in the following paragraphs.

L-4.1 General Proposal Organization

To be considered compliant and eligible for award, the proposal shall, at a minimum, include the information identified in these Instructions and comply with the cited page limitations for the proposal.

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

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The following instructions are provided to assist the Offerors in understanding the information needed to submit a clear and concise proposal and allow WHOI to make an objective selection of the Contractor for this proposed procurement. Non-conformance with the specified organization, content, and page limitations may result in the rejection of the proposal as noncompliant. Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal. Contractor format exhibits such as maintenance procedures and independent test results that are asked for only as exhibits do not have page limitations and shall not be reformatted for the Offeror's proposal. Unless noted, Contractor format exhibits are only requested in electronic format.

Offerors' proposals shall contain the following four volumes:

- Volume 1 Technical – <20 Page limit maximum>
- Volume 2 Past Performance – <6 Page limit maximum>
- Volume 3 Management – <10 Page limit maximum>
- Volume 4 Cost/Price – <No page limit restrictions>

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

L-4.2 General Proposal Instructions

a. Proposal Questions:

BIDDERS' QUESTIONS ARE DUE NO LATER THAN AUGUST 9, 2011 as stated in section A.2

b. Proposal Due Date:

PROPOSALS ARE DUE AT 4:00PM ON AUGUST 26, 2011 as stated in Section A.3.

c. Mail one (1) signed original, two (2) copies and two (2) CDs of each volume. **Note: Volumes 1, 2 and 3 (noncost volumes) can be submitted in the same binder and CD. Volume 4 (Cost/Price Volume) must be submitted in a separate binder and a separate CD.** If there are any discrepancies between the proposal volume hard copies and electronic copies, the signed original hardcopy will govern. Cost or pricing data shall NOT be included outside of the Cost Volume. Proposal text shall be printed on 8-1/2" x 11" paper with 1" margins on all sides with a 12 pitch font. Pages shall be spiral bound, or hole-punched and inserted in ring binders.

d. Cover pages on each proposal shall clearly identify the volume. Proposal cover pages, table-of-contents, fold-outs such as design drawings, circuit diagrams, and flow-process charts, resumes, labor category descriptions, and acronym list are excluded from the proposal page count limits stated in Section L.4.1. Company marketing materials and profiles are neither needed nor will be evaluated.

e. Submission shall be made to:

ATTN: Mr. Dennis Fox
Procurement Office
Woods Hole Oceanographic Institution
266 Woods Hole Rd.
Woods Hole, MA 02543-1050

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

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Offerors shall mark all submittals "DO NOT OPEN PACKAGE IN MAIL ROOM—CONTACT Mr. Dennis Fox, Phone (508) 289-2361. The outside of the package shall clearly indicate the Offeror's name, solicitation identification and contents of package.

L-4.3 Offeror Points of Contact

The Offeror shall indicate its responsible/authorized POC person in the beginning of each proposal volume to hold discussions and negotiations with WHOI. This POC shall have full authority to bind the Offeror to a contract. POC information required includes: first name, last name, title, e-mail address, phone number, Fax number, and level of authority.

L-4.4 Non-Cost/Price Proposal Content

L-4.4.1 General

The Offeror's non-cost/price proposal volumes (Technical, Past Performance, and Management) shall clearly state and reflect how the Offeror proposes to comply with the performance and requirements identified in the specifications (Attachment J-1), and the Statement of Work, Section C. The proposal volumes, including any supporting documentation, should be clear, concise, and focused on responding to the requirements.

None of the non-cost proposals shall include or identify any part of the proposed cost/price information; however, they shall contain resource information as called for by the instructions set forth in this RFP. The overall level of effort and support proposed must be consistent with the stated contract solution in the proposal. The proposal must fully document and substantiate a cross mapping of the cost approach as it relates to the non-cost/price volumes.

Offerors are advised that the Procuring Organization will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this solicitation.

L-4.4.2 Volume I – Technical

In this volume, the Offeror shall include technical discussion in sufficient detail to allow assessment of its ability to accomplish the solicitation requirements, including the baseline and proposed options if any.

The Offeror shall provide the recommended maintenance and calibration procedures as well as the Offeror-recommended schedules and intervals as attachments to the Volume (I). The maintenance and calibration procedures and schedules shall be in the Offeror's format (no page limits) and only provided electronically.

The Offeror's proposal will be used to assess the Offeror's understanding of tasks to be performed, as well as the technical approach and methodology for accomplishing performance requirements from the Specification(s) and tasks to meet the requirements of the SOW.

Offerors shall highlight any unique test or production equipment in this section. The Offeror shall provide specific information to substantiate and support evaluation for each of the Technical Subfactors in Section M of this solicitation.

L-4.4.2.1 Technical Specifications

Fill out **Table L-1** with specifications of your proposed Fast Response Hygrometer Instrument and include it in the Technical Volume of your proposal. You may reformat the table (e.g., change row

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

heights or column widths) while retaining the structure of the tables. Table L-1 **MUST** be completed and submitted with your proposal in order for your proposal to be considered for evaluation.

Should the Offeror have additional models that result in potential cost savings and/or improved performance, per Section B.4, then additional L-1 tables may be submitted.

Table L-1
Fast Response Hygrometer Instrument Compliance Matrix
With Instrument Specifications in Attachment J-1

(See Section L Tables File included in RFP documents for a Microsoft Word version of Table L-1)

The following paragraphs provide detailed instructions for filling out the table.

Spec I.D. (column 1) of Table L-1 refers to the specification identifiers in the Instrument Specifications (Attachment J-1) document. Refer to this specification in filling out the tables for full descriptions of the items listed in the **Parameter** column as well as their threshold and objective values. Fill in the **Parameter Value** column with the values your proposed instruments are capable of meeting. Please use the units specified in the **Units** column. If Yes/No is indicated in the Units column, please enter either Yes or No in the Parameter Value column. Cite specific references in the **Substantiation** column that substantiate the value listed. No substantiation needed where N/A is shown. The same reference may be cited in multiple places. Examples of cited references may include:

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

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

In the **Verification Approach** column, indicate the method or approach that you intend to use to verify that your proposed instrument meets the requirements stated in the specification document. Examples of methods/approaches may include:

- Test (a quantitative test performed under controlled conditions)
- Demonstration (a qualitative exhibition of functional performance)
- Inspection (an examination of the item to verify properties such as materials)
- Analysis (use of analytical data or simulations to show theoretical compliance)

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

Make a copy of Table L-2, Proposed Model, and include it in your proposal.

WHOI REQUEST FOR PROPOSAL

Fast Response Hygrometer Instrument

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Table L-2

Fast Response Hygrometer Instrument Proposed Model

(See Section L Tables File included in RFP documents for a Microsoft Word version of Table L-2)

Fill in the **Proposed Instrument Model** column with model numbers or other designations of the instrument variation proposed for the Fast Response Hygrometer Instruments. Ensure that the model numbers in Table L-1 and L-2 are the same as that provided in Section B.

L-4.4.2.2 Calibration Procedures

The Offeror shall describe their recommended calibration procedures, including the following:

- Offeror's documented calibration procedures for the instruments
- Certificate of calibration for each instrument purchased including calibration data
- Calibration reference standards that are traceable to NIST, or other recognized standards organization
- Accuracy tolerance of the measurement standards used to calibrate the instruments and certification that the instrument is within its specified accuracy tolerance over its entire operating range
- Periodic recertification of calibration standards and policy if standard has gone out of certification
- Lead-time for calibration services
- Recommended calibration intervals for the instruments

L-4.4.2.3 Bio-fouling

Describe the components of the instruments that are susceptible to bio-fouling, and what type of bio-fouling they are subject to (e.g., barnacle attachment, algal growth). Describe the bio-fouling mitigation design features employed, including consumables and rates of consumption and/or replenishment cycles necessary to meet the specifications. Describe instrument placement and mounting factors that should be considered related to bio-fouling.

L-4.4.2.4 Technical Risk

The Offeror shall describe any specific steps it provides that reduce risks associated with Cost, Schedule, and Performance. Specific steps could include offering improved warranties, accelerated delivery schedule, or features unique to the instruments offered.

L-4.4.3 Volume II – Past Performance

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

Fill out Table L-3 for three separate references and include these tables in the Past Performance Volume of your proposal.

WHOI REQUEST FOR PROPOSAL

Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

**TABLE L-3
PAST PERFORMANCE FOR EACH CONTRACT**

Effort Name	
Company Performing the Effort	
Contract Name	
Period of Performance	From DD/MM/YYYY to DD/MM/YYYY
Contract Value in \$	
Customer Name, Address, Phone Number and e-mail	
(extend as necessary)	

The following paragraphs provide detailed instructions for filling out this table.

The Offeror shall submit Past Performance information on contracts that the Offeror considers most relevant to demonstrate the ability to perform the proposed effort. The Offeror shall identify three (3) contracts under which it has delivered similar instruments within the past three years, or is presently delivering, and which contracts are similar to this solicitation. The Offeror shall provide a brief description of each contract and its dollar value. The Offeror shall provide the names and telephone numbers of the customer's technical and contractual points-of-contact for each contract. If the Offeror does not have three such contracts, it shall provide the above information for as many contracts as it does have.

The Offeror is advised to verify all contact information for all respondents and is advised to verify for each the willingness and ability to respond to inquiries by WHOI regarding the contract and the Offeror/Team-member's performance on the contract.

In addition to providing the information per the above table, the Offeror shall provide descriptive text, describing the relevance of each effort to the current acquisition as well as any problems encountered during these efforts and their resolution, the description of each project is limited to two pages. At least one project should be submitted that demonstrates the Offeror's ability to meet aggressive production schedule.

The Offeror shall provide information on production capacity available for delivering the anticipated volumes of instruments to be procured in delivery orders in accordance with the project schedule.

In support of its proposal, the Offeror shall attach representative samples of the following:

1. Independent research papers
2. Independent testing results
3. Offeror's testing results of its proposed instrument(s)
4. Offeror's results of previous deployments

Electronic copy only, Contractor format, and no page limit.

WHOI REQUEST FOR PROPOSAL

Fast Response Hygrometer Instrument

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L-4.4.4 Volume III – Management

The Offeror’s discussion in this section shall include sufficient detail to allow assessment of its ability to accomplish the contract performance including the baseline and options. The Offeror shall provide its Project Management and Communications Document as part of the Management Volume. This document shall be fewer than five pages in length and shall cover the roles and responsibilities of the key personnel with whom WHOI and the Procuring Organization will need to work, as well as the specific reports and other communications to be provided. List and explain any ordering procedures that WHOI and the Procuring Organizations need to follow to facilitate efficient order fulfillment. The Offeror shall provide scheduling information and ordering procedures showing the following:

1. Contractor Points of Contact (POC), including the Contractor’s POC who will manage the contract
2. Contractor Test Procedures
3. Lead time to execute DOs (ordering and testing)
4. Procedures for accepting DOs
5. Production capacity
6. Process for reporting and tracking
7. Lead time to perform maintenance actions, including the repair, refurbishment, and calibration of instruments
8. Capacity and capability to perform the repair, refurbishment, and calibration of instruments
9. Lead time and details of notice provided to WHOI for any change in the Configuration of any of the Fast Response Hygrometer Instrument Instruments covered under this solicitation.

The Offeror should discuss its ability to meet the delivery schedule, the management techniques it will employ to meet the milestones in Section C, and its ability and commitment to maintain the total purchase of Fast Response Hygrometer Instruments planned for this procurement. The confidence in its ability to meet the delivery schedule can be demonstrated providing delivery guarantees and simplified ordering requirements and short lead times for the placing of orders under this contract.

The Offeror shall attach as exhibits its existing Quality Management Plan, (or explicitly state there is no existing plan), schedule for conducting testing on the production Fast Response Hygrometer Instruments and the Offeror's existing Internal Test Procedures for Fast Response Hygrometer Instruments or explicitly state there are no existing procedures. (Electronic copy only, Contractor format, and no page limit).

L-4.5 Volume IV – Cost/Price Proposal Content

The Offeror’s Cost/Price Proposal shall include the information required by this section and the information required by Section B of this solicitation.

These instructions are to assist the Offeror in submitting the information that is required to evaluate the reasonableness and realism of the proposed cost/price.

L-4.5.1 Cost/Price Overview

L-4.5.1.1 Overview/estimating Methodology and System

WHOI REQUEST FOR PROPOSAL

Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

The overview shall provide narrative support for the Cost/Price Volume. Contractor format descriptions of each instrument, instrument option, and bundled fixed price service if applicable (e.g., special test fixtures and equipment required to perform user maintenance, factory repairs, recalibration, or refurbishment) shall be provided as an electronic exhibit (no hard copies required).

L-4.5.1.2 Cost Assumptions

The Offeror shall provide all relevant cost assumptions and information, which form the basis of its proposal. Cost assumptions and information include, but are not limited to, order size, order frequency, advanced procurement costs, and long lead costs. If the Offeror takes exception to any ground rules or assumptions stated in the solicitation, describe each exception or qualification and provide complete rationale.

L-4.5.1.3 Firm Fixed Price

Prices shall be organized per the CLIN structure in Section B and the prices may vary over time. Specific price for each option period shall also be provided. All prices shall include shipping to any destination in the lower 48 States.

L-4.5.1.4 Financial Responsibility

The offeror must provide proof of Financial Stability Bidder, that is, demonstrate how its company is financially stable and could be considered an “ongoing concern”. Bidders will provide documentation (e.g. audited financial statements from a certified public accounting firm) that covers the past two fiscal years (an income statement, showing revenues or sales, expenses and net assets, and balance sheet information showing assets, liabilities and total net assets). Failure to provide adequate documentation can result in a financial risk factor assessment in the evaluation of your proposal.

L-5 PROPOSAL REVISIONS

In the event, after its initial submittal and following any negotiations between the Procuring Organization and the Offeror, any revisions made to the proposal by the Offeror shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The Offeror shall include the date of the amendment on the lower right corner of the changed pages.

WHOI REQUEST FOR PROPOSAL

Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

Table L-1 (will become Section J, Attachment # 2 of the Contract)
 (See L-4.4.2.1 Technical Specifications for details)

**Table L-1
 Compliance Matrix for Fast Response Hygrometer**

Spec I.D.	Parameter	Units	Parameter Value	Substantiation	Verification Approach
THUM-001	Water vapor density measurement minimum value.	g/m ³			
THUM-002	Water vapor density measurement maximum value.	g/m ³			
THUM-003	Water vapor density measurement accuracy.	+/- g/m ³			
THUM-004	Water vapor density measurement resolution.	g/m ³			
THUM-005	Water vapor density measurement drift	% / °C.			
THUM-006	Sampling rates.	Hz			
OPER-001	Capable of making air-sea measurements within an ambient air temperature range of -30° C and +45° C.	Yes / No			
OPER-002	Sensors shall utilize bio-fouling mitigation.	Yes / No			
OPER-003	Sustain periods of icing.	Yes / No			
OPER-004	Maintain calibration over 13 months. (Objective)	Yes / No			
OPER-005	Capable of deployment interval of 13 months.	Yes / No			
OPER-006	Capable of being duty cycled.	Yes / No			
MECH-001	Electronics housings designed to be corrosion resistant.	Yes / No			
MECH-002	Capable of surviving immersion in seawater to a depth of 5 m.	Yes / No			
ELEC-001	Power consumption not exceeding 10 Watts.	Yes / No			
ELEC-002	Returns to a defined operational state upon being depowered and repowered.	Yes / No			
DATA-001	Internally stores calibration and sensors serial numbers. (Objective)	Yes / No			
SOFT-001	Capable of emulating the break by a software character sequence. (Objective)	Yes / No			

WHOI REQUEST FOR PROPOSAL

Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

INTF-001	The instrument package shall connect to the DCFS for power and communications (interface is TBD).	Yes / No			
INTF-002	Can operate from a supply voltage in the range of 10-30 VDC.	Yes / No			
INTF-003	Capable of baud rates between 4,800 and 56,700. (Objective)	Yes / No			
INTF-004	Capable of serial communications (RS-232, RS-422, RS-485).	Yes / No			
INTF-005	Supports remote firmware installation. (Objective)	Yes / No			
COMP-001	Compatible with applicable national and international standards, including those of the IEEE, ANSI, and IEC.	Yes / No			
SHIP-001	Provided with a reusable transportation case with shock mounting.	Yes / No			
SHIP-002	Instrument Transportation Cases must fit within an ISO shipping container.	Yes / No			
SHIP-003	Instruments in their transportation cases shall be capable of surviving shipping conditions defined by ASTM D4169 truck assurance level 1	Yes / No			
SHIP-004	Capable of being stored without damage or degradation between -20° and 50° C for periods of up to 12 months. (Objective)	Yes / No			
SHIP-005	Instrument transportation cases shall have external labels specifying safe handling precautions.	Yes / No			
IDNT-001	The fast response hygrometer shall be marked indelibly on an exterior surface. Marking shall include: <ul style="list-style-type: none"> • manufacturer's part number • unit serial number • GSN part number as defined below: P/N 3305-00018-00001 	Yes / No			
QUAL-001	Instrument packages shall be manufactured in accordance with the manufacturer's best practices. Records of quality assurance tests and inspections shall be available for review by the purchaser.	Yes / No			

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

QUAL-002	A First Article Testing report shall be provided with each first article unit delivered.	Yes / No			
QUAL-003	A certificate of compliance shall be provided with each delivered unit. The certificate of compliance shall be supported with copies of the Factory Acceptance Test report and calibration records for each sensor following integration into the unit.	Yes / No			
QUAL-004	The materials used in construction of the instrument packages shall be chosen and treated in such a way as to reduce the levels of wear, corrosion and deterioration to allow multiple deployments of each unit.	Yes / No			

Table L-2 to Section L (will become Section J, Attachment #3 of the Contract)
 See **L-4.4.2.1 Technical Specifications** for details

Table L-2
Proposed Instrument Model

Instrument Type	Specification	Contractor Instrument Make and Model Number or Designation
Fast Response Hygrometer Instrument	Version 1-00-Document Control Number 3305-00018, 2011-07-13	

End of Section L

**WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument**

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

SECTION M – EVALUATION FACTORS FOR AWARD

M-1 GENERAL

Offerors shall provide their best and complete proposal upon initial submission. The WHOI Director of Procurement will make an award without discussions but reserves the right to hold discussions if deemed necessary. An Evaluation Panel will evaluate all proposals based on the documentation provided by the Offeror and any additional relevant information available to the evaluators.

Evaluation and Basis for Award: In determining the best overall value, proposals will be assessed against all evaluation factors and subfactors described in Section M of this solicitation. The evaluation factors are as follows and are listed in decreasing order of importance:

- Technical
- Past Performance
- Management
- Cost/Price

Technical and Management factors will be evaluated using the adjectival ratings defined in Table M-1. Past Performance factors will be evaluated using the confidence ratings defined in Table M-2. Cost/price will be evaluated independently from the Non-Cost/Price Factors.

Proposal evaluations will be conducted utilizing the Best Value Tradeoff process. The combined non-cost/price factors are more important than the cost/price factor; however, cost/price is a significant factor. WHOI may select for award the Offeror whose price is not necessarily the lowest, but whose non-cost/price proposal is more advantageous and warrants the additional cost. Best Value Tradeoff definitions are found in Table M-3.

M.2. RATINGS TABLE AND DEFINITIONS

*Table M-1.
Adjectival Ratings for the Non Cost/Price Proposal Technical and Management Factors and Subfactors*

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

WHOI REQUEST FOR PROPOSAL

Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

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

*Table M-2.
Confidence Ratings for the Non Cost/Price Proposal Past Performance
Factor and Subfactors*

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

**WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument**

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*Table M-3.
Best Value Tradeoff Definitions*

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

M-3 NON-COST/PRICE EVALUATION FACTORS

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

Factor 1 - Technical Approach:

The proposal will be used to assess the Offeror's understanding of the technical requirements of this solicitation. The Offeror's proposal will be evaluated on the basis of how well the instrument meets the requirements of the technical specifications and how well the Offeror substantiates the technical provisions of its proposal.

Subfactors:

WHOI REQUEST FOR PROPOSAL

Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

a. Technical Specifications (subfactor 1)

This subfactor addresses if and how well the proposed instruments meet the requirements of the technical specifications and the methods by which the provisions are substantiated.

The most important technical considerations are:

1. Measurement Performance
 - i. Ability to meet or exceed specifications in L-4.4.2, as indicated by completing Table L-1, Compliance Matrix
2. Operational
 - i. Survivable in operational conditions
 - ii shipping as specified
 - iii. Biofouling mitigation measures

b. Other Technical Characteristics/Properties (subfactor 2)

This subfactor addresses characteristics or properties of the proposed technical solution that are not identified in the technical specifications.

1. Measurement Performance
 - i. Response time of the sensors
 - ii. Meets or exceeds specs
2. Operational
 - i. Reliability – The mean time between failure (MTBF) of the instrument(s)
 - ii. Calibration methods and procedures
 - iii. Power – Power draw during sampling and when idle
3. Mechanical/ Physical
 - i. Interchangeable connector type for all Fast Response Hygrometer Instrument types
 - ii. Size, shape, and weight of the instrument(s) – smaller size, lower weight and non-irregular shapes are more desirable.
 - iii. Batteries, consumables, and other items necessary for refurbishment and calibration of the instrument(s)
4. Software and Interfaces
 - i. Simplicity of data extraction and data formatting methods
 - ii. Simplicity using communication interfaces
 - iii. Software provided

c. Technical Risk (subfactor 3)

1. Risk reduction mitigation plan

Evaluators will determine the risk level of the Offeror's proposed product. Types of risks may involve, but are not limited to, the proposed product maturity, complexity, flexibility, scalability, and limitations, as well as the Offeror's industry expertise, technical capabilities, and proposal assumptions.

Factor 2 - Past Performance:

The Procuring Organization will conduct a Past Performance evaluation on the Offeror's product based on the Offeror's past performance experience, as presented in completed Table L-3. The Evaluators will access any sources of information available (e.g., technical papers, databases, Offeror-provided

WHOI REQUEST FOR PROPOSAL
Fast Response Hygrometer Instrument

DISCLAIMER: WHOI is not an Agency of the Federal Government and has no authority to bind the Government

references) and will consider all information found in addition to considering information provided in the proposal and information supplied by Offeror references.

Subfactors:

- a. Technical Performance of the instruments similar to the proposed instrument (subfactor 1). Areas of relevance include:
 1. Independent research papers
 2. Independent testing results
 3. Offeror's testing results of its proposed instrument(s)
 4. Offeror's results of previous deployments
 5. Responses provided by vendor references
- b. Performance of the organization, including meeting delivery schedules, customer satisfaction, and risk (subfactor 2).

Factor 3 - Management Approach:

The management approach will be evaluated for the degree to which the Offeror's proposal reflects a management approach that will lead to the successful accomplishment of the work described in Section C (SOW).

Subfactors:

- a. Management Approach (subfactor 1)
 1. Contractor supplied POCs; Project Management and Communications Document
 2. Offeror's Test Procedures
 3. Lead time to execute DO
 4. Procedure for accepting DOs
 5. Lead time to perform maintenance actions, including the repair, refurbishment, and calibration of instrument(s)
 6. Production capacity
 7. Process for tracking and reporting
 8. Capacity and capability to perform the repair, refurbishment, and calibration of instruments.

M-4 COST/PRICE EVALUATION

Cost/price will be evaluated separately from the Non-Cost/Price Factors. As all of the CLINs are FFP, no adjustments will be made unless a price for a necessary service is not provided. The total evaluated cost/price will be evaluated for realism and reasonableness based on the completeness of the scope of services offered for FFPs. The evaluated price will be the total of the unit prices for CLIN 0001 through CLIN 0002. The total of the unit prices for CLIN 0002 will be calculated by multiplying the estimated total number of units of Fast Response Hygrometer Instruments (25) by the unit price provided by the Offeror for each unit, per quantity per contract year in the bid-To-Table. As previously identified, the option prices for CLINs 0003 and 0003A are for information and future planning purposes only, and will not be included in the evaluation pricing of this RFP.