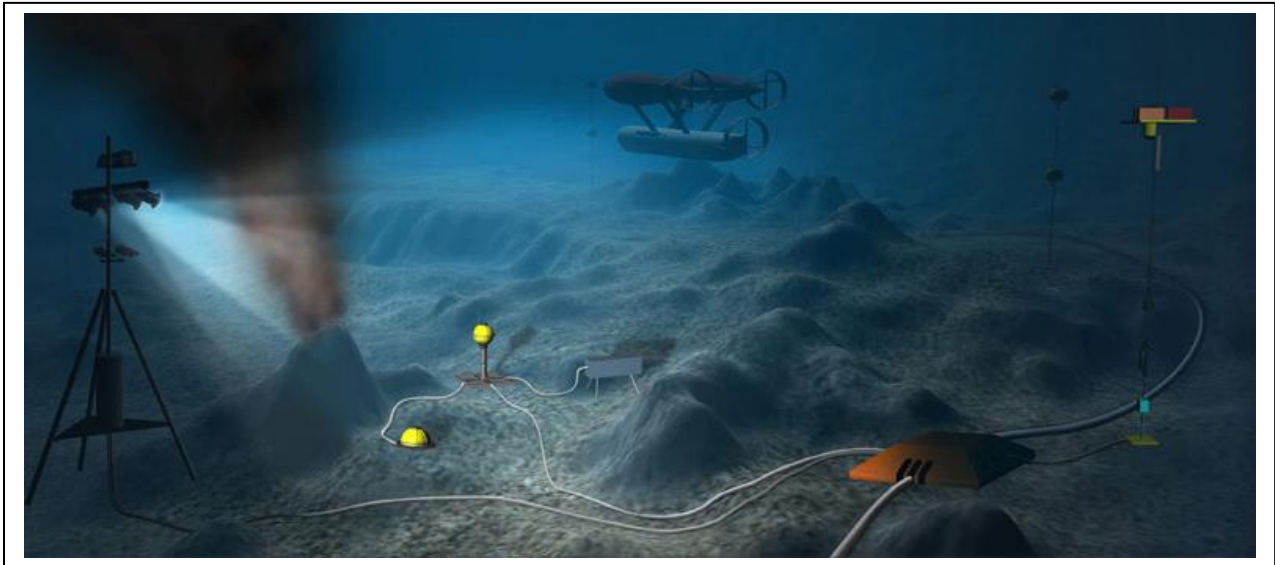




Request for Proposals (RFP) 4170-66649 for Short Period Seismometer Instruments

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Version 1-02



Prepared by
University of Washington for the
Ocean Observatories Initiative
Aug 2, 2011

Document Number 4170-66649

It is the Offeror's responsibility to read the entire document, including any addendums and to comply with all requirements listed herein. Any addenda to this Request for Proposal will be posted on the State of Washington's Electronic Business website at: <https://fortress.wa.gov/ga/webs/>. It is the Offeror's responsibility to watch this website for any addendums, notices, or changes to the RFP or process.



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Section A. RFP General Information

The University of Washington (hereinafter referred to as “UW”), with funding from the National Science Foundation, is soliciting proposals from qualified organizations interested in providing Ocean Bottom Short Period Seismometer (OBSPS) Instruments and related services to support the objectives 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 OBSPS instruments shall be “cable ready,” consisting of a short period seismometer and digitizer with Ethernet interface, both packaged in submersible housing(s). The OBSPS instruments will be deployed at water depths ranging from 800m to 1600m to measure 3-dimensional seismic waves in the seafloor. These measurements are vital to our understanding of many of the crucial scientific questions to which the OOI can provide answers.

The purpose of this Request for Proposals (RFP) is to select an Offeror who will provide the OBSPS instruments needed as described in Section C and in accordance with the specifications stated in Section J, Attachment J-1. The Contract resulting from this RFP will be Firm Fixed Price with Options, and Purchase Orders (PO) funded and awarded individually post-award as firm fixed price (FFP) awards.

This RFP addresses all of the specifics associated with this award. Special attention should be paid to Section L, Instructions to Offerors, and Section M, Evaluation Factors for award.

A.1. Submission of Proposals

Offerors shall email a signed offer/proposal in PDF format, include in the subject line “OBSPS RFP”. Email proposals must be submitted on or before the time specified in the Timetable (Sect A.2.); any email proposal received after that date and time may not be considered. The email proposal must be a full copy of the original hard copy response and must be signed by a responsible official of the company on the proposal. Offerors must ensure that their emailed copy is submitted on time by September 16, 2011. The UW’s email server time stamp will be the official time stamp on all proposals submitted by email. Offerors are encouraged not to wait to the last minute to submit in case of differences between the Offeror’s email time and the UW’s email time. Proposals should be emailed to:

Kassy Ellefson: ellefson@uw.edu

Offeror should mail one (1) signed original, four (4) copies, and two (2) electronic copies of each proposal volume on CDs, to be received no later than seven (7) business days after the closing date specified in the Timetable. Each proposal package should be clearly identified with the RFP number. No responsibility will be attached to any person for opening any proposal that is not properly identified. No oral, telephone, facsimile transmitted (FAX), or telegraphic responses or modifications to responses will be accepted. Proposals should be delivered to:

University of Washington Purchasing Services
3917 University Way NE
Seattle, WA 98105
Attention: Kassy Ellefson
Reference: OBSPS RFP 4170-66649

All proposals shall remain available for a minimum of 180 days following the RFP closing date.

A.2. Timetable



Ocean Observatories Initiative
Regional Scale Nodes



Issue of RFP	August 5, 2011
Closing Date for Inquiries	August 19, 12pm PST
Addendum Issued	August 29, 12pm PST
Proposal due	On or before 4pm PST, September 16, 2011
Anticipated Award	On or before October 31, 2011

A.3. Inquiries

ALL QUESTIONS MUST BE SUBMITTED IN WRITING TO THE CONTRACT ADMINISTRATOR, citing the particular RFP section and paragraph number. Depending upon the nature of the inquiry and the response, copies of the question and response may be submitted to all other potential Offerors.

Unauthorized contact regarding the RFP with UW employees other than the designated contract administrator may result in disqualification. Any oral communications will be considered unofficial and non-binding on the part of the UW.

The UW is the only point of contact for this procurement. Any questions related to this procurement should be emailed to ellefson@uw.edu by Noon PST August 19, 2011 and include "OBSPS Questions" in the subject line. Questions will not be accepted after this time and date. Responses to all Offeror questions will be posted by Noon PST August 29, 2011 on the State of Washington's Electronic Business website: <https://fortress.wa.gov/ga/webs/>. It is the Offeror's responsibility to watch this website for any addendums, notices, or changes to the RFP.

A.4. Acceptance of Offers

The UW reserves the right to reject any or all proposals or any part thereof, or to accept any proposals, or any part thereof, or to waive or decline to waive irregularities and technicalities in any proposal when it is determined that it is in the best interest of the UW to do so. Proposals are to be submitted in the format as designated in this RFP. Failure to do so may result in disqualification. Proposals will be held firm for 180 days. The UW reserves the right to waive any minor irregularity in any proposal received, including but not limited to, obvious mathematical errors in extension of pricing, failure to date the proposal, or failing to execute any certification not considered salient to price, or acceptance of an agreement award. A major omission, such as but not limited to, failing to contain the signature of a responsible official of the company on the proposal, failing to propose actual pricing, may result in rejection of the offer as being non-responsive to the RFP.

A.5. Addendum

Any and all interpretations, corrections, revisions, and amendments shall be issued by the UW Purchasing Department in the form of a written addendum to all holders of the RFP documents. **All addenda issued shall become a part of the contract documents and must be acknowledged in Offerors proposal.**

If the Offeror discovers any discrepancy, error, or omission in this RFP or in any of the Attachments, the UW must be notified immediately and a written clarification/notification will be issued. No Offeror will be entitled to additional compensation for any error or discrepancy that appears in the RFP.

All addenda to this RFP will be posted on the State of Washington's Electronic Business website at: <https://fortress.wa.gov/ga/webs/>. It is the Offeror's responsibility to watch this website for any addendums, notices, or changes to the RFP or process.

(End of Section A)



Section B. Supplies and Services

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

The first article and subsequent POs will be Firm Fixed Price (FFP).

B.3. Base and Option Periods

The term of this contract consists of a 3-year base period and one (1) one-year option period. POs will be issued with performance periods of up to twelve months. The contract order shall be one unit with options to buy up to eleven additional units. Quotes shall be exclusive of state sales taxes.

B.4. Contract Pricing

All POs issued will be priced in accordance with the pricing set forth as follows:

1. The Contractor will provide a list of product numbers and pricing for items listed in Table C-1 of this document. When pricing, the Contractor should take into account the estimated year and quantity in which the purchase will be made.
2. The Contractor is encouraged to provide additional part numbers and pricing for additional accessories, standard spares, or factory maintenance procedures that may be required during the normal life cycle of the OBSPS instrument. The pricing should reflect the term of the contract.

All pricing shall be exclusive of state sales taxes.

(End of Section B)



Section C. Statement of Work

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 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 cyber infrastructure. 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 Oceans Observatories Initiative can be found in the OOI Final Network Design available on the OOI website at www.oceanleadership.org.

C.1.2 Document Scope and Purpose

This Statement of Work (SOW) defines the required activities that the Contractor must perform to support delivery of the OBSPS instruments described herein and by 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 OBSPS instruments, specified in attachment J-1 (*Short Period Seismometer Technical Specification*), shall be comprised of the following core components and packaged in corrosion-resistant, submersible pressure housing(s):

- Short Period Seismometer
- Digitizer (to be specified by UW)

The OBSPS instruments will be deployed near active vent and seep locations at water depths ranging from 800m to 1600m to measure 3-dimensional seismic waves in the seafloor.



The OBSPS instruments will be powered from the cabled network and will be deployed for an operational period of up to 25 years. Instruments will be continuously monitored for data quality. Any failed instruments or instruments requiring maintenance will be recovered and may be returned to the vendor for servicing.

C.1.3 Contract Structure

This SOW is for a firm fixed-price contract with options that will be issued by the UW. Contract activities are defined in Section C.2 of this SOW.

C.1.4 Documents

C.1.4.1 Informational

The documents listed in this section are for informational purposes only and may not have been specifically referenced in this SOW.

Document ID	Title	Date
1101-00000	<i>Final Network Design. Washington, DC</i> http://www.oceanleadership.org/programs-and-partnerships/ocean-observing/ooi/network-design/	
1000-00000	<i>Configuration Management Plan. Washington, DC.</i> http://www.oceanleadership.org/news-resources/requests-for-proposals/	
1100-00000	<i>Systems Engineering Management Plan. Washington, DC.</i> http://www.oceanleadership.org/news-resources/requests-for-proposals/	

C.1.4.2 Applicable

See Section J, Attachment J-1, the *Short Period Seismometer Technical Specification*.

C.2. General Requirements

The Contractor shall produce the OBSPS instruments over the lifetime of this contract as detailed in this SOW and further defined in attachment J-1, the *Short Period Seismometer Technical Specification*. The Contractor shall ensure that OBSPS Instruments perform within the environment prescribed in the OBSPS Instrument specification.

The anticipated quantities are shown in Table C-1. Bid to Table.



Table C-1. Bid to Table

	Qty
To be Purchased upon Contract Award	1
Optional Purchases	11
TOTAL	12

C.2.1 Project Management and Communications

The Offeror shall name a point of contact (POC), who is available to give delivery status updates. The POC shall be available by phone or email and shall respond to status requests from the Contracting Officer (CO) within 48 hours, not including weekends or holidays. Responses from the POC shall be submitted by email.

The CO will be named in the contact award document.

C.2.2 Configuration Management (CM)

The Contractor shall not make any changes to form, fit, function, or software of OBSPS instruments for the duration of the contract without approval of the UW. The Contractor shall notify the CO of any changes to the documentation (see Sections C.3.11.2 and C.3.11.3 in this SOW). Any replacement parts, sensors, or instruments must meet or exceed the specifications of the original units purchased.

C.2.3 Quality Management

The Contractor shall maintain a Quality Management Plan. The Plan shall incorporate methods to measure performance and perform corrective action. Additionally, the Plan shall describe how the quality of work shall be ensured.

C.2.4 Calibration

In accordance with Section L of this RFP, the Contractor shall have an established procedure for calibration and ensure that all items purchased under this contract are calibrated accordingly.

C.2.5 Factory Acceptance Test Procedures

In accordance with Section L of this RFP, the Contractor shall include, as part of its proposal, Factory Acceptance Test Procedures used for OBSPS instruments.

C.2.6 Kickoff Meeting

Within two weeks after contract award, the Contractor shall host a kick-off meeting with the CO and selected technical representatives, which may be a teleconference or held at the UW. The scope of this meeting shall include review of the delivery schedule, communications between the Contractor and UW, and technical performance of the OBSPS instruments. Key Contractor and sub-contractor personnel, if any, shall be available to respond to questions at the teleconference. Following the meeting, the Contractor shall provide the CO with meeting minutes and Action Items. Authorization to proceed shall be contingent on UW acceptance of the outcome of the kick-off teleconference. This acceptance shall be in the form of official written notification from the CO.



C.3. Delivery General Requirements

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

The Contractor shall manage the project in accordance with the Project Management and Communications, Configuration Management and Quality Management practices described in Sections C.2.1, C.2.2 and C.2.3 of this SOW.

C.3.2 Purchase Order Schedule

Upon receipt of a PO, the Contractor shall prepare and provide a Delivery Schedule to the CO. This schedule shall indicate, at a minimum, completion of Contractor calibration and testing of OBSPS instruments, and delivery of OBSPS instruments to the UW. The Contractor shall notify the CO via email of any schedule slip greater than 20 days.

C.3.3 UW Furnished Property

Not applicable.

C.3.4 Design, Development and Engineering Support

The Contractor shall provide all needed support services for the integration, calibration, acceptance testing, and delivery of the OBSPS Instruments to the UW.

C.3.5 Quality Management

The Contractor shall carry out quality management in accordance with their quality management plan (Section C.2.3 of this SOW). Instruments shall be manufactured in accordance with the industries' best practices. All instruments that undergo quality testing shall be provided in "as new" condition.

C.3.6 Factory Acceptance Testing Performance

The Contractor shall carry out OBSPS instrument factory acceptance testing in accordance with Contractor's factory acceptance testing procedures (Section C.2.5 of this SOW). The UW shall be allowed to witness factory acceptance testing. The Contractor shall document the results of the factory acceptance testing in a test report. The Contractor shall deliver the test report to the UW with the OBSPS instrument delivery.

C.3.7 Calibration

The Contractor shall calibrate all OBSPS instruments in accordance with calibration procedures (Section C.2.4 of this SOW) prior to shipping to the UW.

C.3.8 OBSPS Instrument Delivery

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:

- a. Associated software and software documentation (Sections C.3.11.2 and C.3.11.3 of this SOW)
- b. Instrument documentation (Section C.3.12 of this SOW)
- c. Contractor's standard spare parts and repair kits
- d. Instrument factory acceptance test report

C.3.9 Shipping and Storage



Units shall be delivered via commercial carrier to the address specified in the purchase order. See Section 2.10 of the *Short Period Seismometer Technical Specification* document (Attachment J-1) for shipping and storage requirements.

Upon receipt of instruments provided under the order, the UW will inspect the shipping container for damage and will verify that the correct number of OBSPS instruments has been delivered.

C.3.10 Maintenance

Not applicable.

C.3.11 Software

C.3.11.1 Software Support

The Contractor shall provide standard software support. This support includes, but is not limited to making software documentation available (Section C.3.11.3 of this SOW).

C.3.11.2 OBSPS Instrument Software

The Contractor shall deliver the OBSPS 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 drivers needed to operate the instrument
- Drivers to access any on board state of health information or other instrument metadata
- 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 OBSPS instrument, 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 compilable/printable source code.

C.3.11.3 Software Documentation

The Contractor shall make available the following software documentation at the time the OBSPS instruments are delivered:

- 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
- Software interface documentation that will enable the Procuring Organization to write Input/Output drivers that:
 - Exercise all command and control functions of the OBSPS instrument
 - Synchronize internal time base or apply accurate time stamps to data
 - Extract OBSPS instrument data
 - Extract any available metadata
 - Ascertain state of health, configuration, and status
- Any available source code to interface with the OBSPS instruments



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 UW a Technical Data Package (TDP) describing the product to be delivered per the Deliverables Table in Section C.4 of this SOW and stated in Section C.3.12.1.1.

The Contractor shall update, maintain, and deliver, as needed, an electronic copy of the TDP reflecting any modifications to the product made after contract award. The TDP shall be adequate to support integration, user maintenance and operation of the OBSPS.

C.3.12.1.1 Items Included

The Technical Data Package shall include the following items:

- a. Supported data and communications interfaces, protocols, data rates, output data formats, etc.
- b. Power (internal supply, external interface, etc.)
- c. Mechanical/physical (size, weight, materials, etc.)
- d. 3-D Model in formats compatible with SolidWorks or AutoCAD, if available
- e. Mean Time Between Failure Analysis for instrument
- f. Listing of any material in contact with seawater
- g. Estimate of instrument dimensional changes at operational depth
- h. Description of external markings to facilitate seafloor installation
- i. Listing of any hazardous materials in the fielded unit and corresponding Material Safety Data Sheets
- j. Platform interfaces relevant to how the instrument is attached to a platform (mechanical, electrical, optical, data, communications, etc.)
- k. Instrument configuration (parameters, remote control capabilities, upload/download of configuration files, etc.)
- l. Contractor's calibration and diagnostic capabilities
- m. Additional available resources (for configuration, maintenance, calibration, diagnostics, etc.), if any
- n. User, operations, and maintenance instructions(s), including calibration and installation instructions
- o. Instrument specification sheets
- p. Other documentation such as any metadata

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 or another format mutually agreed upon with the UW.

Table C-2. Deliverables and Reports

SOW Paragraph Number	Deliverable/Report Name	Due Date
General Requirements		
C.2.1	Point of Contact name and contact information	5 business days after POC is changed
C.2.6	Kickoff Meeting minutes and Action Items	3 business days after the Kickoff Meeting
C.2.6	Action Item List Updates	3 days after meetings that result in changes to the list.
Deliverables and Reports		
C.3.1	Delivery Schedule	1 calendar week after receipt of the order
C.3.1	Updates to the Delivery Schedule	3 business days after recognizing schedule change
C.3.6	Factory Acceptance Test Report	Deliver with the Pressure instruments in accordance with the Delivery Schedule
C.3.8	OBSPS Instruments including installed firmware needed for the instrument to function	In accordance with Delivery Schedule
C.3.8	Spare parts and repair kits	In accordance with Delivery Schedule
C.3.11.2	OBSPS Instrument Software	Deliver with the OBSPS instruments in accordance with the Delivery Schedule
C3.11.3	Software Documentation	With the OBSPS instruments in accordance with the Delivery Schedule
C.3.12.1	Technical Data Package and Product Drawings	With the OBSPS instruments in accordance with the Delivery Schedule

(End of Section C)



Section D. Packaging and Markings

D.1. Packaging and Markings

Marking and packaging shall be in accordance with Sections D.2 and D.3 below and with Attachment J-1, *4320-00024: Short Period Seismometer Technical Specification*. Any limitation on shipment modes must be clearly identified and approved by the UW CO.

D.1.1 Packaging and Packing

Material shall be packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification rules, or regulations of other carriers as applicable to the mode of transportation.

Materials shall be prepared for shipment in such a manner as to protect against deterioration, damage, or loss during shipment from the Contractor to the destination designated in the UW PO. Materials shall be packed such that they are capable of being stored without damage or degradation between -20°C and 50°C for periods of up to twelve (12) months.

Data (e.g., manuals, operating instructions, reports, invoices, certifications) shall be prepared for delivery in such a manner as to ensure that the required information is protected against deterioration, damage, or loss during shipment.

D.2. Shipping Package Marking

Instrument transportation cases shall be marked for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Instrument transportation cases shall have external labels specifying safe handling precautions. The contract number and PO number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items.

D.3. Identification Markings of OBSPS instruments

Delivered End Items: Units shall be marked in accordance with Section 2.11 of Attachment J-1, *4320-00024: Short Period Seismometer Technical Specification*.

D.4. Markings 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)



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 Sections C and Attachment J-1 of this solicitation. Inspection and acceptance of all deliverables under this Contract shall be at the UW or any other continental US location as specified in the PO.

Inspection and acceptance of all deliverables required hereunder shall be made by the UW CO 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 CO 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. UW representatives must be allowed to witness, upon request, any testing carried out by the Contractor at the Contractor's facility or elsewhere.

E.3. Acceptance Testing

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

The UW may conduct Acceptance Testing. Acceptance Testing will include verification that all requirements stated in Sections C and Attachment J-1 have been satisfied. The UW 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 UW is satisfied that the correct numbers and models of products have been delivered, and that acceptance testing for these products has been completed satisfactorily, then the UW shall issue to the Contractor a notice of acceptance and make final payment to the Contractor. Acceptance by the UW is contingent upon:

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

(End of Section E)



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 (1) 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 PO will be in accordance with the Contractor provided schedule. POs issued under this Contract will not exceed the POP end date.
- b. All priced items may be ordered throughout the POP in accordance with pricing established in Section B.
- c. The Contractor shall, no later than sixty (60) days prior to the end of the POP, notify the UW CO of any POs that will not be completed within the Contract's POP. The notification shall include the Contractor's estimate of the date by which each PO would be completed and balance of payments owed.
- d. The Contractor shall be responsible for helping to ensure that all work under this contract will be completed within the Contract's POP and shall work with the UW to schedule production and delivery of OBSPS instruments to meet the Contract's POP end date. The Contractor shall notify the UW's CO at the time a PO is issued of any problems anticipated in meeting the delivery schedule for this PO and shall not accept any POs that would put the Contractor at risk of non-completion by the end date of the Contract's POP. Only the UW CO has the authority to extend the POP of a PO and the contract to accommodate work beyond the stated end date. Any work performed by the Contractor on PO 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 the UW.

F.2. Schedule of Deliverables

The Contractor shall provide the deliverables as specified in each PO.

F.3. Reporting/Deliverable Requirements

The Contractor shall provide the following Contract Deliverables and Reports:

- a. Deliverables: See table C-2 Deliverables and Reports under Section C.4, Deliverables.
- b. Reports: See table C-2 Deliverables and Reports under Section C.4, Deliverables.

(End of Section F)



Section G. Contract Administration Data

G.1. Ordering

All supplies and services to be furnished under this contract shall be ordered by issuance of POs by the UW. All POs are subject to the terms and conditions of this contract. In the event of conflict between a PO and this contract, the contract shall control. Orders may be issued by mail, fax, or by email.

G.2. Invoice and Payment Information

All PO invoices issued and payments made shall be made in accordance with the directions provided in each PO, including percentage of payment authorized at time of PO issuance and balance of payment due at time of PO item acceptance.

There shall be no invoice items labeled as "miscellaneous", "other" or any other vague terminology. Every amount charged must be accounted for with a detailed description. Unexplained extraneous invoice charges will not be paid.

UW payment terms are Net 30 from receipt of goods or a properly completed invoice by the Accounts Payable department, whichever is later. The UW will not process invoices for payment, and the period of computation for cash discount will not commence, until the UW's Accounts Payable department receives a properly completed invoice or receives and accepts invoiced items, whichever is later.

If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. If the UW fails to make a timely payment, Offeror may invoice for a minimum of \$1 or maximum of 1% per month on the amount overdue (RCW 39.76.011). Payment shall not be considered late if a check or warrant is available or mailed within the time specified, or, if no terms are specified, within 30 days from date of receipt of a properly completed invoice or receipt and acceptance of goods, whichever is later. The UW shall not honor drafts nor accept goods on a sight draft basis. Invoices against purchase orders may be paid via electronic means.

Offerors are encouraged to include prompt payment discounts in their proposal.

The UW's preferred method of payment is with a Visa. Offerors who do not accept Visa for payment are encouraged to sign up for ACH payment. Additional information is available at:

<http://www.bankofamerica.com/paymode/universityofwashington>

G.3. Contracting Officer

a. For the UW:

Kassy Ellefson
University of Washington - Purchasing Department
3917 University Way N.E.
Seattle, Washington 98105

b. For the Contractor:

To be completed at award



G.3.1 Contracting Officer (CO) Authority

Administrative contract change direction includes guidance and approval establishing all understandings and agreements between the Contractor and the UW. The sole authority to make any changes on behalf of the UW to the work described herein rests with the UW CO. Direction, guidance, or clarification from the UW CO is valid only when provided in writing.

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

For the Contractor, the Contracting Officer will be the Point of Contact (POC) for the Contractor that can act with the sole authority to make any changes on behalf of the Contractor to the work described herein.

G.4. Paying Office

The Contractor must submit invoices to the following address:

University of Washington Accounts Payable
3917 University Way NE
Seattle WA 98105

G.5. Contractor's Payment Address

(To be provided by the Contractor)

(End of Section G)



Section H. Special Contract Requirements

H.1. Order of Precedence

University of Washington General Terms and Conditions located at <http://f2.washington.edu/fm/ps/info-for-suppliers/terms-and-conditions> shall become part of any contract and/or PO issued as a result of this RFP.

Additionally, any contract and/or PO issued as a result of this RFP will be subject to the Federal Terms and Conditions for Grant and/or Contract Funded Purchases located at: <http://f2.washington.edu/fm/ps/info-for-suppliers/terms-and-conditions>

In case of conflicts between terms and conditions, the following priority shall prevail:

1. Terms and Conditions of the RFP and any Addenda
2. Federal Terms and Conditions for Grants and/or Contract Funded Purchases
3. UW General Terms and Conditions

H.2. Trial Work Period

A 180-day trial work period shall apply to the award of this contract. During the trial work period, the Offeror is expected to perform in accordance with the RFP requirements as specified. Three documented instances of failure to may be grounds for immediate cancellation. Ten days written notice of cancellation will be provided. The UW reserves the option to award to the next low responsive, responsible Offeror if contract is canceled for non-performance during the trial work period.

H.3. Arbitration

Any dispute, controversy, or claim arising out of or relating to this contract or breach thereof which cannot be amicably settled between the UW 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 State of Washington. 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.

H.4. Audit Requirements

Any contract issued as a result of this RFP shall be subject to the examination and audit of the UW, the State of Washington, and/or the Office of Naval Research for a period of three (3) years after final payment under the agreement.

The UW shall have access to and the right to examine any pertinent books, documents, papers, and records of the Contractor involving transactions and work related to any such agreement until the expiration of five years after final payment hereunder.

The examination and audit will be confined to those matters connected with the performance of the agreement, including, but not limited to, pertinent books, documents, papers, and records of the Offeror



involving transactions and work related to the agreement as well as the costs of administering the agreement.

H.5. Limitation of Damages

Under no circumstances shall the UW 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.6. Liability

None of the following: The National Science Foundation (NSF), Ocean Leadership, or the UW 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.

H.7. Liability Insurance

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

H.8. Suits/Claims against Contractor

Contractor shall give the UW CO 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.9. Notice and Assistance Regarding Patent and Copyright Infringement

1. The Contractor shall report to the UW CO, 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 the UW 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 the UW, when requested by the CO, 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, in all subcontracts that are expected to exceed \$150,000.
4. The Contractor shall indemnify the UW 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.10. Provisions Regarding use of Data and Information

H.10.1 Limitations on Use

All of the OBSPS instrument observational data acquired by the UW shall be available for unrestricted dissemination and use in connection with the operation and use of the OBSPS instruments by Ocean



Leadership, NSF, and the licensees or assigns of the foregoing. To the extent the Contractor anticipates that it will be necessary to disclose proprietary OBSPS instrument equipment or system information or proprietary data pursuant to nondisclosure restrictions, the nature of such data must be specifically identified in the Contract or PO, 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 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 UW CO 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. The UW 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 the UW between the Contractor and the data owner which provides for greater rights to the Contractor.

H.10.2 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 the UW 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 the 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 the 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 the UW 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 OBSPS instruments, together with the right to assign and/or sublicense such rights without restriction including, without limitation, to NSF 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
- k. Contracts, Lower Tier Awards, and vendor agreements (these items will be assessed by the UW and the Contractor for the presence of any proprietary data prior to their release to a third party)
- l. Operations reports

Rights acquired by the UW 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 the Contractor shall grant to the UW 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 OBSPS instruments or otherwise provided to the UW in connection with the OBSPS instruments, without restriction in the operation and use of the OBSPS instruments. The UW may assign or sublicense any or all of its rights to operate the OBSPS instruments, including, without limitation, to any successor awardee operating and managing the OOI. For the avoidance of doubt, neither the Contractor nor its licensors shall have any rights in or to data generated by or through the use of OBSPS instruments by the UW, NSF, or the licensees or assigns of any of them.

Flow-down Requirements:

The Contractor shall ensure that the requirements of Section H.8 flow down to all subcontractors, if any, to this Contract.

H.11. Procurement Standards

1. The Contractor (including commercial organizations) is responsible for compliance with the Procurement Standards identified in 2 CFR §§215.40 through .48. The Contractor is responsible for ensuring that the appropriate NSF conditions from the award to Ocean Leadership and subsequently from the award to the UW are made a part of any contract or other arrangement whose award amount exceeds the simplified acquisition threshold (currently \$100,000).
2. The Contractor shall:
 - a. Make all agreements, contracts, or other commitments, regardless of value, in its own name and shall not bind or purport to bind the Government, NSF, Ocean Leadership, and/or the UW;
 - b. Agree to administer/monitor all such agreements, contracts, or other commitments it enters into and supports with NSF funds in accordance with the applicable federal cost principles and the applicable federal administrative requirements;
 - c. Remain responsible for maintaining the necessary documentation on all such agreements, contracts or other commitments and making it available to the UW upon request.

H.12. Contract Monitoring

In monitoring the Contractor's performance, the UW is primarily interested in progress toward successful completion of each PO along with the financial status of the contract. During the course of performance of the resulting contract, the UW 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 OBSPS instruments being delivered to the UW under this contract. Such access shall include the right to inspect the Contractor's financial accounts or records that pertain to this contract.

H.13. Acknowledgement of NSF Support

Advance notification of any public relations activities related to this contract shall be provided by the Contractor to the UW. 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 UW CO.

H.14. 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, the Contractor shall immediately give notice, including all relevant information, to the UW CO.

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.15. Change-Over and Phase-Out

Contractor recognizes that the UW 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.16. Right to Procure from Other Sources

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

H.17. 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.18. Permits and Responsibilities

The Contractor shall, without additional expense to the UW, 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 the UW acceptance of the entire work.

H.19. F.O.B. Destination

1. The term "FOB destination," as used in this clause, means—
 - a. Free of expense to the UW, 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. The UW 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 the UW 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 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 (outlined in Sect D); 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.20. Warranties and Acceptance under Performance Specifications or Design Criteria

(a) Definitions.

“Acceptance” means the act of an authorized representative of the UW, by which the UW 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 UW 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 UW (whether before or after tender to the UW) that a defect exists in any supplies or services, the Contractor shall—
 - (i) Promptly correct the defect; or,
 - (ii) Promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.
 - (3) If the UW CO determines that a defect exists in any of the supplies or services accepted by the UW 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 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 UW 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 UW.*



- (1) The rights and remedies of the UW 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 UW 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 UW 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 UW 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.
- (4) This clause shall not be construed as obligating the UW to increase the contract price.
- (5) (i) The UW 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 UW 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 UW CO may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the UW 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 UW.

(End of Section H)



Section I. Contract Clauses

I.1. General Information

The UW under this Contract will be funded with either: American Recovery and Reinvestment Act (ARRA see Section I.3), Major Research Equipment and Facilities Construction (MREFC), and/or Operations and Maintenance (O&M) funds. The UW will specify the respective funding source on the PO. 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.

Orders placed under this contract funded by ARRA funds require the Contractor to submit information on the jobs created or retained as a result of these funds spent. The following information will be requested at time of order placement; the format of your response must be in FTE (Full Time Employee) terms (i.e., 0 FTE, 1 FTE, 0.5 FTE, etc.), with associated position description(s) included: specific methodology regarding definition of FTE, whether the job(s) is retained or created, and how many jobs are created - left to the supplier's discretion. Please return this information to the buyer identified on the Purchase Order within 5 working days or on the date agreed upon by your company and the buyer.

I.2. National Science Foundation (NSF) Cooperative Agreement Flow-Down Terms and Conditions

This effort is funded under a cooperative agreement between the UW, the Consortium for Ocean Leadership and NSF. The UW 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: 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/cafatc_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. "UW Contracting Officer" or "UW CO" for "Grants Officer", "Grants and Agreements Officer" or "Contracting Officer";
- b. "UW" for "Government" or "NSF"
- c. "Subcontractor" or "Contractor" for "Awardee", "Grantee" or "Recipient"
- d. "Contract" for "Award" or "Grant"
- e. "Director, OOI" for "NSF Deputy Director"

I.2.1 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.2.2 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 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.2.3 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 \$100,000) 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).



I.2.4 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.2.5 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.2.6 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.
- 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.2.7 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.2.8 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.2.9 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 of 2009

Activities funded under the American Recovery and Reinvestment Act of 2009 (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 POs will be specified in each PO—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 contract. 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 will at that time submit relevant data to the UW Contracting Officer 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 Americanmade.

I.4. Other Clauses

I.4.1 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.4.2 Availability of Funds

Funds are not presently available for the entirety of the expected maximum ceiling for this contract. UW’s obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the UW 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 UW Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the UW Contracting Officer.

I.4.3 Fixed Price – Changes

- a. The UW Contracting Officer 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 the UW 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, UW Contracting Officer 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 UW Contracting Officer decides that the facts justify it, the UW Contracting Officer 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 UW Contracting Officer 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.4.4 Price Reduction for Defective Cost or Pricing Data

If any price, including profit or fee, negotiated in connection with this contract was increased by any significant amount because the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction.

The parties agree that none of the following shall constitute a valid defense to a price adjustment required by the foregoing paragraph:

- (1) That the Contractor was in such a superior bargaining position that the defective data did not affect the price negotiated.
- (2) That the UW should have on its own discovered the defect in data.
- (3) That the contract was based upon total pricing for the goods, and that therefore defects in individual cost categories would not have affected the total unit prices.

If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reducing the price, the Contractor shall be liable to and shall refund to the UW the amount of such overpayment(s) within twenty days of contract modification, with simple interest from the date(s) of overpayment(s) at 5% per annum. If the Contractor knowingly submitted data that were incomplete, inaccurate or not current, then Contractor shall pay to the UW an amount equal to twice the overpayment(s).

I.4.5 Responsibility for Supplies

- a. Title to supplies furnished under this contract shall pass to the UW upon formal acceptance, regardless of when or where the UW takes physical possession.
- b. Risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the UW upon, acceptance by the UW or delivery of the supplies to the UW at the destination specified in the PO, whichever is later, since transportation is FOB 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.
- 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 UW acting within the scope of their employment.

I.4.6 Termination

Termination for Convenience

- a. The UW may at any time terminate performance of work under this contract in whole or, from time to time, in part. The UW CO 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 UW CO, 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 the UW, as directed by the UW Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the UW 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 Contracting Officer, 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. The UW 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. The UW'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 UW Contracting Officer) after receipt of the written notice from the UW CO specifying the failure.
- b. If the UW terminates this contract in whole or in part, it may acquire, under the terms and in the manner the UW CO considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the UW for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- 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 the UW 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, the UW may require the Contractor to transfer title and deliver to the Government, as directed by the CO, 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 UW CO, the Contractor shall also protect and preserve property in its possession in which the UW has an interest.

- f. The UW shall pay contract price for completed supplies delivered and accepted. The Contractor and the UW CO 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 UW may withhold from these amounts any sum the CO determines to be necessary to protect the UW 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 the UW.
- h. The rights and remedies of the UW 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 UW CO 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 UW CO 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.
- 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 UW CO 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 UW CO decides the facts justify the action, the UW CO 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 the UW, the UW CO 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 UW CO 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 UW upon delivery of the supplies to the UW 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 UW upon acceptance, regardless of when or where the UW 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 the UW'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. 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)



Section J. Attachments

J.1. Table J-1. 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	Issue Date
J-1	4320-00024: <i>Short Period Seismometer Technical Specification</i>	
J-2	Certificate of Current Cost and Pricing Data	
J-3	Minority and Women’s Business Enterprise Response	
J-4	Late Delivery Penalty Policy	



ATTACHMENT J-3

MINORITY AND WOMEN'S BUSINESS ENTERPRISE (MWBE) RESPONSE FORM

This solicitation includes voluntary goals for MWBE participation. If the Supplier has been certified by the State of Washington Office of Minority and Women's Business Enterprises (OMWBE), please complete Part 1 below. If the Supplier is proposing to subcontract or joint venture with certified Minority Business Enterprises (MBE's) or Women's Business Enterprises (WBE's) please complete Part 2. If the Supplier proposes no MWBE participation in the Request for Proposal, so indicate in Part 3.

1. MWBE SUPPLIER: Supplier is certified by the OMWBE as:

- MBE Both Minority and Woman Owned
- WBE Combination 50% Minority / 50% Woman Owned

2. MWBE SUBCONTRACT PARTICIPATION: The voluntary goals for MWBE participation in this contract are established in the accompanying solicitation. Supplier proposes to include certified MWBE's in the contract as described below:

Certified MWBE Subcontract Participation

Name(s) of Participating MWBE: _____

Description of Participation: _____

Amount of Participation: \$_____ Contract % Participation: _____%

3. NO MWBE PARTICIPATION PROPOSED:

No certified MWBE participation is proposed by this Supplier.

Signed: Supplier or authorized representative

Title:

Contact OMWBE at (360) 753-9693 or the University's MWBE Representative at (206) 543-5753 for details on certification. For more description on State certification, see the attachment.

Federal Small Business Certification Response:

Please indicate the appropriate selection:

Small Business Small Disadvantaged Business Small Woman Owned

Please include the four-digit Standard Industrial Classification (SIC) code, if known: _____



STATE OF WASHINGTON OFFICE OF MINORITY AND WOMEN OWNED BUSINESS CERTIFICATION

GENERAL STATEMENT: In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW the State of Washington encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or as a subcontractor to an Offeror. However, unless required by federal statutes, regulations, grants or contract terms referenced in the contract documents, no preference will be included in the evaluation of proposals. No minimum level of MWBE participation shall be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

RECORD KEEPING: The Contractor shall maintain, for at least three years after completion of this contract, relevant records and information necessary to document the level of utilization of MWBEs and other businesses as subcontractors and suppliers in this contract as well as any efforts the contractor makes to increase the participation of MWBEs as listed below. The contractor shall also maintain, for at least three years after completion of this contract, a record of all quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers in this contract. The State shall have the right to inspect and copy such records. If this contract involves federal funds, Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

AFFIRMATIVE EFFORTS TO INCREASE PARTICIPATION BY MWBE's: Offerors/Contractors are encouraged to:

1. Advertise opportunities for subcontractors or suppliers in a manner reasonably designed to provide MWBEs capable of performing the work with timely notice of such opportunities, and include a provision encouraging participation by MWBE bids/proposals directly from MWBEs.
2. Provide MWBEs that express interest with adequate and timely information about plans, specifications, and requirements of the Contract.
3. Break down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by MWBEs and other small businesses.
4. Establish delivery schedules, where the requirements of this contract permit, that encourage participation by MWBEs and other small businesses.
5. Reduce bonding requirements where practicable.
6. Utilize the services of available minority community organizations, minority contractors groups, local minority assistance offices and organizations that provide assistance in the recruitment and placement of MWBEs and other small businesses.
7. The actions described in this section should supplement efforts to provide information to all qualified firms, and nothing in this section is intended to prevent or discourage the Bidders/Proposers/Contractors from inviting proposals for participation from non-MWBE firms as well as MWBE firms.

NON-DISCRIMINATION: Offerors/Contractors shall not create barriers to open and fair opportunities for all businesses including MWBEs to participate in all State contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, or the presence of any mental or physical disability in an otherwise qualified disabled person.

FEDERAL SMALL, SMALL DISADVANTAGED OR SMALL WOMAN OWNED BUSINESS CERTIFICATION

In accordance with Public Law 95-507, Federal Contracts that contain Federal Acquisition Regulations (FAR) clause 52.219-8 (Utilization of Small Business Concerns and Small Disadvantaged Business Concerns) impose requirements regarding subcontracting with small businesses and small business subcontracting plans.

Refer to FAR 19.001 for guideline definitions. With regards to certification, the Small Business Administration (SBA) classifies small businesses on an industry-by-industry basis, utilizing a Standard Industrial Classification (SIC) code as described in the Code of Federal Regulations (CFR) Title 13, Part 121.

The Offeror certifies that the information is true and understands that whoever, for the purpose of securing a contract or subcontract is accountable under Public Law 99-661 and the CFR Title 13, Part 124 & 125. If a firm misrepresents the status of any concern or person as a small business owned and controlled by a minority or woman owned business, they shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies including suspension and disbarment; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.



ATTACHMENT J-4

LATE DELIVERY PENALTY POLICY

In case of delayed delivery, except for force majeure cases, the Seller shall pay to the Buyer for every week of delay a penalty amounting to 0.5% of the total value of the goods whose delivery has been delayed. Any fractional part of a week is to be considered a full week. The total amount of penalty shall not, however, exceed 50% of the total value of the goods involved in late delivery. The Seller grants a grace period of four weeks from the delivery date before penalties shall be applied.

Signed: Supplier or authorized representative

Title:



Ocean Observatories Initiative
Regional Scale Nodes



(End of Section J)



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 any contract/PO issued as a result of this RFP 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
- 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 Contracting Officer 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 Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer 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 Contracting Officer 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 UW 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).

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 the UW.



The Award Administration Guide can be found at:
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. The Grant Proposal Guide can be found at:
http://www.nsf.gov/pubs/policydocs/pappguide/nsf10_1/gpgprint.pdf

K.8. Certification Regarding Flood Hazard Insurance

Intentionally left blank

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

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.



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All Offerors must provide a list of all relationships with the UW 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.

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 Contracting Officer. The disclosure shall include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist the award may be canceled at the discretion of the Contracting Officer. In the event the Offeror was aware of an organizational conflict of interest prior to the award and did not disclose the conflict, the Contracting Officer may terminate the award for default.

Printed Name

Offeror's Authorized Representative Title

Signature

Date

(End of Section K)



Section L. Instructions for Proposal

L.1. General Instructions

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.

L.2. Type of Contract

As noted in Section A, the UW intends to award a 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. The following instructions are provided to assist the Offerors in understanding the information needed to submit a clear and concise proposal and allow the UW 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 non-compliant. 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 | 5 Page limit maximum |
| • Volume 3 | Management | 5 Page limit maximum |
| • Volume 4 | Cost/Price | No restriction |

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

L.4.2 General Proposal Instructions

- a. Proposals submitted must be written in English with all pricing/costing information stated in U.S. Dollars.
- b. Proposal Questions: As stated in Section A.3 of this solicitation.
- c. Proposal Due Date: As stated in Sections A.1 and A-2 of this solicitation.



- d. Proposal copies: Offerors shall provide one (1) original, four (4) copies and two (2) CDs of each Volume clearly marked with the RFP document number. Electronic files must be compatible with Microsoft Office applications. If there are any discrepancies between the proposal volume hard copies and electronic copies, the 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 and all pages shall be spiral bound, or hole-punched and inserted in ring binders.
- e. 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.
- f. Offerors may submit multiple proposals if they feel that they may have more than one solution and that those solutions are different enough such as to not be addressed in a single submission. If more than one proposal is submitted by a single entity, each will be evaluated on its own merit.

L.4.3 Offeror Points of Contact

The Offeror shall provide the full name, title, email address, phone number and FAX number for their POC. The POC shall have full authority to bind the Offeror to a contract.

L.4.4. Signature

Unless otherwise noted, the Offeror's signature on transmittal letter will constitute acceptance and compliance with the information and instructions of the RFP. Proposal must be signed and dated with name and title typed or printed below the signature. Authorized signatures acceptable to the UW are as follows:

- The Owner must sign a proposal submitted by a proprietorship.
- Proposal submitted by a partnership must be signed with the partnership name, listing at least one of the partners, followed by the signature and title of the partner signing.
- Proposals submitted by a corporation must be signed with legal name of the corporation, followed by the legal name and title of the authorized officer.

L.4.5 Non-Cost/Price Proposal Content

L.4.5.1 General

The Offeror's non-cost/price proposal volumes (Technical and Past Performance) 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.

The non-cost proposals shall not 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 UW will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this solicitation.

L.4.5.2 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. For the proposed model, the Offeror shall provide the as-built technical specifications, hardware and software user manuals, recommended maintenance and calibration procedures as well as the Offeror-recommended schedules and intervals as attachments to the Volume I.

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.4.5.2.1 Technical Specifications

Make a copy of Table L-1, *OBSPS Instrument Compliance Matrix*, and include it in the Technical Volume (I) of your proposal. **Spec I.D.** (column 1) of Table L-1 refers to the specification identifiers in the Instrument Specification document, Attachment J-1. See the specification for full descriptions of the items listed in the **Parameter** column. Fill in the **Value** column with the parameters of *your* proposed instrument. Please use the units specified in the **Units** column. Where available, 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.”)

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.) If 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.

If the proposed solution does not meet or exceed threshold or objective specification values, please provide a brief explanation of why the specification is not met and/or the alternative approach used to accomplish the same function.

Table L-1. OBSPS Instrument Compliance Matrix

Spec I.D.	Parameter	Units	Value	Substantiation
MEAS-001	3-direction motion?	Yes/No		
MEAS-002	Instrument Noise below USGS NLNM?	Yes/No		



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Spec I.D.	Parameter	Units	Value	Substantiation
MEAS-003 MEAS-004	Voltage Response	V-s/m		
MEAS-005	Calibration via remote signals?	Yes/No		
MEAS-006	Frequency pass band with flat response	Hz		
DIGI-001	Converts signals?	Yes/No		
DIGI-002 DIGI-003	Resolution	bit		
DIGI-004	Sample Rate	Hz		
DIGI-005	Acquires 3-axis measurements?	Yes/No		
DIGI-006	Frequency band with compliant self-noise	Hz		
DIGI-008	Sends Cal Signals?	Yes/No		
OPER-001	Operating Depth	m		
OPER-002	Salinity range	PSS		
OPER-003	Temperature range	°C		
OPER-004	Capable of Remote/Self-Calibration?	Yes/No		
OPER-005	Calibrated to RMS residual of $\leq 0.05\%$	Yes/No		
OPER-006	Deployment of 60 months	Yes/No		
OPER-007	Deployed, recovered, redeployed without performance impairment?	Yes/No		
OPER-008	Recover from sudden loss of power?	Yes/No		
OPER-009	Collect data 25 years, 95% of the time?	Yes/No		
MECH-001	Instrument housing	Materials used		N/A
MECH-002	Instrument connector	Materials used		N/A
MECH-003	Sustains immersion?	m		
MECH-004	Cylindrical with major axis horizontal during deployment?	Yes/No		
MECH-005	External markings?	Yes/No		



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Spec I.D.	Parameter	Units	Value	Substantiation
ELEC-001	Capable of operating in a +/- 50 VDC potential?	Yes/No (if no, voltage)		
ELEC-002	Differential interface?	Yes/No		
ELEC-003	Grounding with no connection to seawater?	Yes/No		
ELEC-004 ELEC-005	Isolation from seawater	mega ohms		
INTF-001	Powered by two wire floating voltages?	Yes/No		N/A
INTF-002	Supply voltage	Volts		N/A
INTF-003	RSN connector	Connector type		
INTF-004	Time Stamp Accuracy	μs		N/A
INTF-005	Jitter	μs		
INTF-006	Internal clock?	Yes/No		N/A
INTF-007	Synchronize/set clock?	Describe the supported capabilities		N/A
INTF-008	Clock Accuracy	μs		N/A
INTF-009	Data rate	bits/s		
INTF-010	User settable data rate?	Yes/No		
INTF-011	Auto-discovery mechanism	Describe		N/A
INTF-012	ACKs command execution including succeed/fail?	Yes/No		N/A
INTF-013	Communicates via EIA-422 or EIA-485?	Yes/No		
INTF-014	Remote control and access?	Yes/No		N/A
INTF-015	Remote firmware installations?	Yes/No		N/A
INTF-016	Data accessible via communications interface?	Yes/No		N/A
COMP-001	Standards compatibility	List standards		
SHIP-001	Ship to ASTM D4169 truck assurance level 1?	Yes/No		N/A
SHIP-002	Stored without degradation?	Yes/No (if no, provide limitations)		
SHIP-003	Labels?	Yes/No		N/A



Spec I.D.	Parameter	Units	Value	Substantiation
IDEN-001	Vendor marking?	Yes/No		N/A
IDEN-002	OOI marking?	Yes/No		N/A
QUAL-001	Materials used provide cited capabilities?	Yes/No		

L.4.5.2.2 Software and Interfaces

The Offeror shall list in the proposal which of the following software items are provided with the purchase of OBSPS instruments. (Do NOT include copies of these items with the proposal.)

- Firmware within the instrument needed for the instrument to function
- Input/Output drivers to operate the instrument, and retrieve data from it
- Additional software:
 - 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 OBSPS instrument, scripts for installing any of the above software items.
- Note which of the above, if any, are available with source code.
- Example source code, if any, which shows how to interface with OBSPS instruments.

The Offeror shall list in the proposal any additional software licenses needed for commercial products that the software requires.

L.4.5.2.3 Digitizer

The Offeror shall list any digitizers that UW can choose from for use in this instrument.

L.4.5.2.4 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.4.5.3 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.

The Offeror shall submit Past Performance information on up to three contracts/deployments that the Offeror considers most relevant to demonstrate the ability to perform the proposed effort. The Offeror’s past performance should include examples relevant to both the technical requirements detailed in Attachment J-1 and the Offeror’s ability to meet all management and delivery requirements detailed in Section C. For each Past Performance example, the Offeror shall fill in Table L-3. Past Performance.



Table L-3. Past Performance

Effort name	
Company Performing the Effort	
Contract name	
Period of performance	From __/__/____ to __/__/____
Contract value in \$	
Customer name, address and point of contact	
Description of deployment	
Problems encountered/ Resolutions	
Relevance to current acquisition	

Outside of the 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, Offeror format, and no page limit.

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 the UW regarding the contract and the Offeror/Team-member’s performance on the contract.

L.4.5.4 Volume III – Management

The Offeror’s discussion in this volume shall include sufficient detail to allow assessment of its ability to accomplish the contract performance including the baseline and options. The Offeror shall provide:

1. Contractor POC, including the Contractor’s POC who will manage the contract
2. Production capacity
3. Lead time to perform maintenance actions, including the repair, refurbishment, and calibration of instruments
4. Capacity and capability to perform the repair, refurbishment, and calibration of instruments

The Offeror should discuss its ability to meet the delivery schedule, and its ability and commitment to maintain the total purchase of OBSPS instruments planned for this procurement.



The Offeror shall attach as exhibits its Factory Acceptance Test Procedures for OBSPS instruments (electronic copy only, Contractor format, and no page limit).

L.4.5.5 Volume IV – Cost/Price Proposal Content

The Offeror's Cost/Price Proposal shall include the information required by Volume IV 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.4.5.5.1 Cost/Price Overview

L.4.5.5.1.1 Overview/estimating Methodology and System

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

L.4.5.5.1.2 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.4.5.5.1.3 Firm Fixed Price

Prices shall be organized per the part number pricing structure provided 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. The estimate of maintenance costs will be based on the list of maintenance procedures listed by the Offeror in Section B.

L.4.5.5.1.4 Certificate of Current Cost and Pricing Data

The Offeror shall fill out the form included in this solicitation as Attachment J-2 and include the completed form, "Certificate of Current Cost and Pricing Data," as an attachment to its Cost/Price Volume.

L.4.5.5.1.5 Late Delivery Penalty Policy

The Offeror shall sign the form included in this solicitation as Attachment J-4 and include the signed form, "Late Delivery Penalty Policy," as an attachment to its Cost/Price Volume.

L.5. Contract in the Best Interest

The UW reserves the right to reject any or all offers without penalty; to waive informalities or irregularities and to award any Contract(s) as the best interests of the UW may require in obtaining the goods and services that best meet the needs as expressed in this RFP. The UW reserves the right to make multiple awards or award to a single Offeror. The UW also reserves the right to cancel or reissue the RFP.

L.6. Cost of Preparation

The UW will not be responsible for any costs incurred during the preparation of the Offeror's proposal.



L.7. Gratuities

In accordance with RCW 42.52, Ethics in Public Service, UW employees may accept no gifts, gratuities or any item of economic value. The Offeror agrees to offer no such items to any UW employee.

L.8. In-state Preference-Reciprocity

Pursuant to RCW 43.19.702, the Office of State Procurement has established a schedule of states (Schedule) which grant a preference to their own in-state businesses for goods and services. Detailed information regarding the various States' reciprocity policies is contained in the following URL. Proposals with addresses in any of the states described in the Schedules shall be evaluated in accordance with the instructions stated in the Schedule.

<http://www.ga.wa.gov/PCA/Forms/State-Preferences-Table.doc>

The relevant information is contained in Washington State Department of General Administration's website under Purchasing Policies, Regulations, and Forms.

L.9. Nonendorsement

As a result of the selection of an Offeror to supply services to the UW, the UW is neither endorsing nor suggesting that the Offeror is the best or only solution. The successful Offeror(s) shall be prohibited from making any reference to the UW, in any literature, website, promotional material, brochures or sales presentations without the express written consent of the UW Office of Trademarks and Licensing.

L.10. Participation by Small Businesses and Minority and Women-Owned Businesses

The UW encourages participation in the performance of any contract issued as a result of this solicitation by small, small disadvantaged and women owned businesses certified by the State of Washington Office of Women and Minority Business Enterprise (OMWBE). See **Attachment J-3**.

L.11. Proposal Withdrawal

Proposals may be withdrawn any time prior to the scheduled opening of the proposals. Withdrawn proposals may be resubmitted up to the time and date designated for receipt of proposals provided they be in full conformance with the terms and conditions of this solicitation.

L.12. Public Disclosure

It is the UW's intent to receive proposals in response to this solicitation at the time and place designated herein. After award, all information submitted as part of each Offeror's response shall become part of the Contract. Virtually all documents submitted as part of this process are considered part of the public record and thus available for any party's review upon request. All materials submitted in response to this Request for Proposal, or during the life of the Contract, becomes the property of the UW. Selection or rejection of a proposal does not affect that right. If a request is made to view an Offeror's proposal, the UW will comply according to appropriate Public Disclosure statutes.

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 the UW, except for purposes of review and evaluation." Such information also may be included as a separate statement.



L.13. Waiver

A failure by either party to exercise its rights under the resulting Contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under the resulting Contract unless stated to be such in writing and signed by authorized representatives of the parties and attached to the original Contract.

(End of Section L)



Section M. Evaluation Factors for Award

M.1. General

Offerors shall provide their best and complete proposal upon initial submission. The CO will make an award without discussions. Evaluation of proposals will be made by full and fair consideration of all qualified Offerors. During the evaluation process, personnel involved in the selection process may contact the Suppliers for clarification of technical points or interpretation of the financial data and proposal information.

The University may waive irregularities in a proposal provided that, in the judgment of the University, such action will not negate fair competition and will permit proper comparative evaluation of bids submitted. The University's waiver of an immaterial deviation or defect shall in no way modify the Request for Proposal documents or excuse the Offeror from full compliance with the Request for Proposal specifications in the event the contract is awarded to that bidder.

Evaluation and Basis for Award: Proposals will be evaluated using a points system. The evaluators will examine each proposal to determine the effectiveness of the proposal in meeting the University's RFP requirements. Award will be made to the responsible Offeror whose proposal represents the best overall value to UW. 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 listed in Table M-1 with their possible scoring totals:

Table M-1: Evaluation Factors

FACTOR	POSSIBLE POINTS
Factor 1 Technical	40
Factor 2 Past Performance	20
Factor 3 Management	10
Factor 4 Cost/Price	30
TOTAL POINTS	100

The Cost/price Volume will be evaluated independently from the Non-Cost/Price Volumes.

Proposal evaluations will be conducted by using the Best Value Tradeoff process. UW 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.

Additional Evaluation Factors: In addition to the Specifications stated in this RFP, the following award considerations shall apply:

- The ability, capacity, and skills of the Supplier to perform the contract or provide the service required.
- The character, integrity, reputation, judgment, experience, and efficiency of the Supplier.



- Previous and existing compliance by the Supplier with laws relating to the contract or services.
- Such other information as may be secured having a bearing on the decision to award the contract.

M.2. Non-Cost/Price Evaluation Factors

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

Factor 1 - Technical: 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 instruments meet the requirements of the technical specifications (Attachment J-1) and how well the Offeror substantiates the technical provisions of its proposal.

Subfactors:

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. Additional merit may be given for proposed solutions/products exceeding a specification threshold value.

The following technical specifications, quoted from Attachment J-1, **MUST** be met in order for the Offeror's proposal to be considered for award:

1. OPER-001: "The OBS instrument shall operate with full functionality at a water depth of 2000 meter."
2. MECH-003: "Instruments shall have electronics housings capable of sustaining immersion in seawater to 2000 m."
3. INTF-001: "Instruments shall be powered by two-wire (+VDC, -VDC) voltages floating free of the housing."
4. INTF-002: "Instruments shall operate from a supply voltage of 12 VDC +/- 5%, 24 VDC +/- 5%, or 48 VDC +/- 5%."
5. INTF-013: "Instruments shall communicate (Data and Commands) via EIA-485 or EIA-422."

The most heavily weighted technical specifications are:

1. Measurement Performance
Ability to meet or exceed specifications in Section 2.1 of Attachment J-1
2. Operational
Ability to meet or exceed specifications in Section 2.2 of Attachment J-1

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. Software and Interfaces
 - i. Simplicity of data extraction and data formatting methods
 - ii. Simplicity in using communication interfaces
 - iii. Software provided
 - iv. Digitizer interface
2. Optional Technical Performance Improvements (i.e. Enhanced Corrosion Resistance)
- c. Technical Risk (subfactor 3)

Evaluators will determine the risk level of the Offeror's technical approach. 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. The Evaluators will access any sources of information available (e.g., technical papers, databases, Offeror-provided 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 (subfactor 1) - Areas of relevance include:
 - v. Independent research papers
 - vi. Independent testing results
 - vii. Offeror's testing results of its proposed instrument(s)
 - viii. Offeror's results of previous deployments
- b. Contract Execution (subfactor 2) - Ability to provide quality instruments on schedule

Factor 3 - Management Approach:

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

Subfactors:

- a. Factory Acceptance Test Procedures (subfactor 1)
- b. Lead time (subfactor 2)
- c. Lead time to perform maintenance actions, including the repair, refurbishment, and calibration of instrument(s) (subfactor 3)
- d. Capacity and capability to perform the repair, refurbishment, and calibration of instruments (subfactor 4)

M.3. Cost/Price

Cost/price will be evaluated separately from the Non-Cost/Price Volumes. As this is Firm Fixed Price, 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 Firm Fixed Prices. The evaluated price will be the total of the unit prices and a representative sample of the anticipated maintenance costs. Equipment or services provided at no cost will be considered.

In evaluating responses:

- Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.
- Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of unit prices.
- Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total.
- Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

M.4. Contract award

The University reserves the right to award a contract(s) to the most responsible and responsive Offeror(s) based on an offer which, in the sole opinion of the University, best meets or exceeds the requirements of this RFP, offers the greatest benefit to the University when considering the total value, including, but not limited to, the quality of services proposed and total cost.

Upon selection of successful Offeror(s), the University may enter into negotiations with Contractor(s) for an appropriate Contract or Contracts. These negotiations may not depart substantially from the selected proposal without the University's agreement. If the University and the Contractor (s) selected are unable to reach agreement, the University may terminate negotiations and begin negotiations with another Contractor or seek new proposals.

The University reserves the right to make recommendations for a single award, multiple awards, on an all or nothing basis or make no recommendation for award at all.

(End of Section M)