



REQUEST FOR PROPOSALS (RFP) 1410-00003 FOR FLUOROMETER / OPTICAL BACKSCATTER INSTRUMENTS ON FIXED PLATFORMS

Version 0-05

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www.OceanLeadership.org

in Cooperation with
University of California, San Diego
University of Washington
Woods Hole Oceanographic Institution
Oregon State University
Scripps Institution of Oceanography

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Section A. RFP General Information

The Consortium for Ocean Leadership, Inc. (hereinafter referred to as “Ocean Leadership”), with funding from the National Science Foundation, is soliciting proposals from qualified organizations interested in providing Fluorometer / Optical Backscatter Instruments and related services to support the objective of the Ocean Observatories Initiative (OOI).

The OOI will construct a networked infrastructure of oceanic sensor systems to measure physical, chemical, geological, and biological variables in the ocean and seafloor. The measurements of optical backscatter, chlorophyll-a fluorescence, and colored dissolved organic matter (CDOM) fluorescence are vital to our understanding of many of the crucial scientific questions to which the OOI can provide answers.

The purpose of this RFP is to select an Offeror who will provide the Fluorometer / Optical Backscatter Instruments needed as described in Section C and in accordance with the specifications stated in Section J, Attachments J-1 and J-2. The Contract resulting from this Fluorometer / Optical Backscatter Instruments RFP will be an Indefinite Quantity Contract (IQC) with Delivery Orders (DO) funded and awarded individually on a Firm Fixed Price (FFP) basis.

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

This RFP does not obligate Ocean Leadership to award any Contract or DO nor does it commit Ocean Leadership to pay for any costs incurred in the preparation and/or submission of proposals.

A.1. Important Notes

While Ocean Leadership will be the signatory to this IQC, DOs under this Contract may be issued by any of the Procuring Organizations listed in Section C.1.4. The Procuring Organization placing the DO will be responsible for ordering, oversight of development, receipt of product, inspection and acceptance of product, payment, and all other contractual requirements. If Ocean Leadership is not the Procuring Organization issuing the DO, Ocean Leadership will not be responsible for specific DO-related issues.

A.2. Bidders' Conference

Potential Offerors who intend to submit a proposal should plan on attending an informational Bidders' Conference to be held on March 3, 2011. This will be a virtual session conducted via WebEx (an online teleconference and presentation meeting tool). The purpose of this Bidders' Conference is to provide an overview of the OOI program and design; the roles of the existing Implementing Organizations; and the high-level requirements of this RFP. The Ocean Leadership Director of Contracts and Grants will accept verbal questions about the contractual requirements of this RFP at that time and will have technical experts available to answer questions about the technical requirements. Although participation at this conference is not mandatory, prospective bidders are encouraged to participate and must inform the Ocean

Leadership Director of Contracts and Grants of their intent to participate by e-mailing RFP1410-00003@oceanleadership.org by 4:00 PM EST (1 PM PST) March 2, 2011. Include the phrase “Fluorometer / Optical Backscatter Instruments RFP Bidders Conference” in the subject line of your email. Instructions on how to participate in this conference through WebEx will be provided upon receipt of this email. **PLEASE NOTE:** *The Bidder’s Conference may be attended by RSVP only.*

A.3. Offeror Questions

Ocean Leadership is the only point of contact for this procurement. Any questions related to this procurement should be emailed to RFP1410-00003@oceanleadership.org by Noon EST (9 AM PST) March 04, 2011, and include “Fluorometer / Optical Backscatter Instruments RFP Questions” in the subject line. Questions will not be accepted after this date and time unless it is determined to be in the best interests of the OOI Program to do so. Responses to all Offeror questions received by the deadline will be posted on the Ocean Leadership website by 4 PM EST (1 PM PST) March 09, 2011 at www.oceanleadership.org (click on “News and Resources” and then choose “Request for Proposals” from the dropdown menu). Formal answers to questions asked at the Bidders’ Conference will be posted to the website at the same time that answers to these additional Offeror questions are posted. Some questions raised at the bidder’s conference may be answered instantly; others may require more research and will be posted on the Ocean Leadership website by March 09, 2011.

A.4. Issuing Office/Proposal Due Date

Ocean Leadership is the only point of contact for this procurement.

Email a **signed** offer/proposal in PDF format by 4PM EDT (1 PM PDT) on March 23, 2011, to RFP1410-00003@oceanleadership.org, and include the phrase “Fluorometer / Optical Backscatter Instruments RFP” in the subject line of the email.

In addition, mail a **signed** offer/proposal, which will be received no later than March 28, 2011, to the following address:

Jeanine Hubler, CFCM
Director of Contracts and Grants
The Consortium for Ocean Leadership, Inc.
1201 New York Ave, NW, Suite 400
Washington, DC 20005

No proposal will be accepted after the stated date and time unless it is determined to be in the best interests of the OOI Program to do so.

Specific proposal submission requirements are provided in Section L.4. Ensure that the Proposal Conformance Checklist (see Section A.5 below) is included in your submissions. If there are any discrepancies between the proposal volume hard copies and electronic copies, the signed original hardcopy will govern.

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

A.5. Proposal Conformance Checklist

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

(End of Section A)

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

This is an Indefinite Quantity-type Contract (IQC). Ocean Leadership may issue a single award for all CLINs or up to five single-CLIN awards. However, Ocean Leadership will not make more than one award for one series of Fluorometer / Optical Backscatter Instrument.

Individual Delivery Orders (DOs) will be Firm Fixed Price (FFP). The CLINs associated with Fluorometer / Optical Backscatter Instruments appear in Tables B-1 and B-2.

B.3. Base and Option Periods

The term of this Contract consists of a three-year base period and one (1) one-year option period. DOs will be issued with performance periods of up to twelve months.

B.3.1 Minimum/Maximum Contract Ceiling

For the Fluorometer / Optical Backscatter award, the minimum Contract value is \$45,000, and the maximum overall ceiling price is \$685,000. The maximum aggregate dollar value of DOs awarded to all contactors cannot exceed the contract ceiling price. The ceiling is not being multiplied by the number of contracts.

B.4. Contract Pricing – Fluorometer / Optical Backscatter Instruments

All DOs issued on a FFP basis will be priced in accordance with the pricing set forth in Section B.5, Table B-1 and Table B-2, and shall be quoted exclusive of state sales taxes. ***Tables B-1 and B-2 MUST be completed and submitted with your proposal in order for your proposal to be considered for evaluation. Offerors are strongly encouraged, but not required, to propose for each instrument series.***

Product List Tables B-1 and B-2

Note that the minimum Contract value stated in Section B.3 applies only to the Items on the Product List (Tables B-1 and B-2).

- (a) **Fluorometer / Optical Backscatter Instruments.** The Offeror shall provide the fully-burdened (all inclusive) price delivered via common carrier (FOB Destination). Specific addresses, billing instructions, model number, and quantities will be provided in each DO. All services included in the Fluorometer / Optical Backscatter instrument unit pricing shall be listed in Table B-1. Similarly, any additional services provided at no cost to the OOI program (e.g., free maintenance, technical support) must be listed at the end of Table B-1. The Contractor's model numbers shall match the model

descriptions provided in both the Contractor's Technical Proposal and Cost Proposal.

- The D-Model (Series D) price quotes in Table B-1 should be for instruments without internal batteries.
- The E-Model (Series E) price quotes in Table B-1 should be for instruments without inductive modems.

For each instrument series, propose the lowest cost instrument that meets the specifications identified in Section J-1 and J-2, as well as in Section C.

(b) Fluorometer / Optical Backscatter Instrument Accessories. Table B-2 is to provide prices for the user serviceable spare parts and accessories, services, and other options, such as options for connector types. Similarly, provide any alternate configuration(s), if applicable, of the series of Fluorometer / Optical Backscatter instruments listed in Table B-1.

For each instrument series that includes options, OL is especially interested in receiving quotes in Table B-2 for the following options:

- Series D: Instruments with internal batteries whose life covers the 7-month deployment interval
- Series E: Instruments with inductive modems
- Series E: Multiple optical backscatter wavelengths
- Series E: CDOM measurements
- Other proposed configurations that result in potential cost savings and/or improved performance

Items proposed in Table B-2 must match the descriptions provided in both the Contractor's Technical Proposal and Cost Proposal.

Fixed Price Bundled Services List Table B-2

Note: There is no minimum order quantity for the Items on the Fixed Price Bundled Services List, but these prices will be used in developing anticipated Life Cycle costs.

- (a) Fixed Price Bundled Services.** Table B-2 contains fully-burdened Contractor prices for bundled services performed at the Contractor's site. The table shall include the list of services offered on a packaged pricing basis to purchasers of a Fluorometer / Optical Backscatter instrument (e.g., calibration services, preventive maintenance, and support for verification testing). The rates must be all-inclusive (other than state sales tax) and include all direct, indirect, general and administrative costs, and profit.
- (b) Delivery Order Ceiling Price.** DOs for fixed price bundled services shall be as specified in their respective Section B tables. The Contractor will not be reimbursed for costs incurred beyond the costs negotiated in the DO.
- (c) Additional Packaged Services and Other Categories.** At any time and throughout the life of the Contract, at the request of either the Contractor or Ocean Leadership, the

Contractor may propose additional CLIN categories and descriptions. These additional CLIN categories and descriptions will be negotiated on a case-by-case basis. The additional categories, prices, and descriptions proposed, if determined by Ocean Leadership that they are fair and reasonable, will be incorporated by modification into the Contract.

B.5. Contract Line Item Number (CLIN) Structure – Fluorometer / Optical Backscatter Instruments

All efforts under this Contract will be ordered and invoiced according to the CLIN structure below. There are five series of Fluorometer / Optical Backscatter instruments needed. The Contractor shall identify, using Sub-CLINs, each make and model of Fluorometer / Optical Backscatter instrument needed to meet the requirements of the specifications (see Attachments J-1 and J-2). Each Sub-CLIN shall correspond to only one unique Contractor model, but a single Contractor model may correspond to multiple CLINs. Ensure that nomenclature and model numbers in this section are the same as those provided in Table L-3.

CLIN and Sub-CLIN nomenclature is described at the bottom of Table B-1.

Table B-1.
Contract Line Items – Fluorometer / Optical Backscatter Instrument (Models to be identified by Contractor)

Fixed Price CLINs (Price inclusive of shipping to Continental US and insurance)						
CLIN	Sub CLIN (Contractor Model Number)	Estimated Order Quantity	Unit Price Contract Year1	Unit Price Contract Year2	Unit Price Contract Year3	Unit Price Contract Year4
YD01	A-Model	5				
YD02	B-Model	5				
YD03	C-Model	4				
YD04	D-Model	24				
YD05	E-Model	26				

Numbering CLINS:

A CLIN is a four-digit alphanumeric of the form YD##.

The first alphanumeric (Y) describes the Contract year (1,2,3,4). The second alphanumeric (D) is the FOB Destination character. See below for FOB Destination list.

The third and fourth alphanumerics (##) describe the Fluorometer / Optical Backscatter series or other parts as follows:

CLINs YD01 through YD05 represent the 5 different series of Fluorometer / Optical Backscatter instruments described in Attachment J-2, Appendix 1 and in the Statement of Work (Section C).

CLINs YD10 through YD49 are used for fixed price spares, parts, etc. (Table B-2)

CLINs YD50 through YD99 are used for Fixed Price Bundled Services. (Table B-2)

Numbering Sub-CLINS:

Sub-CLINs follow CLINs after a single space and are alphanumeric of the form: T-Model where T denotes the Fluorometer / Optical Backscatter instrument series (A through E) described in Attachment J-2 and the SOW (Section C). Model is the Offeror's model or option designation.

FOB destination characters are as follows:

1. Woods Hole Oceanographic Institution (WHOI), Woods Hole, MA
2. Regents of the University of California, University of California, San Diego (UCSD)
3. Oregon State University (OSU), Corvallis, OR
4. University of Washington (UW), Seattle, WA
5. Consortium for Ocean Leadership (OL), Washington, D.C.
6. Other continental US locations as specified in a DO

Examples:

2102 B-model1 is an Fluorometer / Optical Backscatter instrument Offeror model1 ordered in the second Contract year by Woods Hole Oceanographic Institution that meets the specification for Fluorometer / Optical Backscatter instrument series B.

1204 D-model4_FLUSH is a Fluorometer / Optical Backscatter instrument Offeror model4 that meets Fluorometer / Optical Backscatter instrument series D ordered during the first year of the Contract by University of California San Diego with a chamber flushing option.

2350 C-Model2_Calibration is the pricing in year 2 for a calibration of Offeror model2 that meets the specifications for Fluorometer / Optical Backscatter instrument series C.

For a complete list of required Fluorometer / Optical Backscatter instruments series, see Table C-1 in the Statement of Work (Section C) and Attachment J-2 for this solicitation.

Table B-2.
Contract Line Items for Spare Kits, Options, and Contract Line Items Available for
Purchase – Fluorometer / Optical Backscatter Instrument
(Kits and Options to be identified by Contractor; no minimum order quantities apply)

Options, Spare Parts, Accessories, and Services*						
CLIN	Contractor Model #	Description	Unit Price Contract Year1	Unit Price Contract Year2	Unit Price Contract Year3	Unit Price Contract Year4
YD## (where ## is 01-05 and corresponds to Backscatter/ Fluorometer instrument series in Table B-1)	(Example) B-Model4 Batt7	(Example) 7-month battery for Offeror Model 4				
YD## (where ## is 10-49 for Spares, Parts, etc)	(Example) A-Model123 Spare1	(Example) Spare Kit for Offeror Model 123				
YD## (Where ## is 50-99 for Services	(Example) B-Model2_ Calibration	(Example) Calibration of Offeror Model2				

*Lists of Spares and Options available are to be provided by the Contractor

(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. Developing a more fundamental scientific understanding of these relationships requires new and transformational approaches to ocean observation and experimentation.

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

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

A more detailed discussion of the OOI can be found in the OOI Final Network Design available on the OOI website [referenced](#) in Section C.1.5.1.

C.1.2 Document Scope and Purpose

This Statement of Work (SOW) defines the required activities (e.g., meetings, updates to schedule, modifications, action item lists) that the Contractor must perform to support delivery of the Fluorometer / Optical Backscatter Instruments described in this SOW and Attachments referenced in Section J of this RFP. These instruments will be deployed on a variety of fixed platforms, including seafloor packages and moorings, to measure Optical Backscatter, Chlorophyll-a Fluorescence, and CDOM Fluorescence in seawater. Where specifications diverge – typically because of different platforms or locations – these differences comprise a

“series” of the Fluorometer / Optical Backscatter instrument class. The specification values for the Fluorometer / Optical Backscatter Instrument by platform are listed as an appendix in the Fluorometer / Optical Backscatter Instrument specification document, Attachments J-2 of this RFP package.

The Contractor shall furnish all personnel, materials, services, and facilities necessary to perform all requirements set forth in this SOW.

The Fluorometer / Optical Backscatter Instruments should be field replaceable units by the users while at sea and serviceable between deployments in a time-period of 60 days or fewer.

C.1.3 Precedence of Specification Documents

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C.1.4 Contract Structure

This SOW is for an indefinite-quantity contract (IQC) that will be issued by Ocean Leadership. The Contract will consist of a base Contract managed by Ocean Leadership and multiple DOs for Fluorometer / Optical Backscatter Instruments issued by the following Procuring Organizations:

1. Woods Hole Oceanographic Institution (WHOI), Woods Hole, MA
2. Regents of the University of California, University of California, San Diego (UCSD)
3. University of Washington (UW), Seattle, WA
4. Consortium for Ocean Leadership (OL), Washington, D.C.

Base Contract activities are defined in Section C.2. Delivery Order (DO) activities are defined in Section C.3. DOs may require spare parts and services, including calibration that the Contractor normally makes available to purchasers of Fluorometer / Optical Backscatter Instruments as listed in Section B of the Contract with their associated prices.

C.1.5 Documents

C.1.5.1 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
1101-00000_FND_OOI_ver_2-06_Pub.pdf	Final Network Design. Washington, DC http://www.oceanleadership.org/wp-content/uploads/2009/02/1101-00000_FND_OOI_ver_2-06_Pub.pdf
1000-00000_CMP_OOI_2010-10-05_ver_2-91_Pub.pdf	Configuration Management Plan. Washington, DC. http://www.oceanleadership.org/wp-content/uploads/2009/02/1000-00000_CMP_OOI_ver_2-91_Pub.pdf
1100-00000_SEMP_OOI_ver_3-12_Pub.pdf	Systems Engineering Management Plan. Washington, DC. http://www.oceanleadership.org/wp-content/uploads/2009/02/1100-00000_SEMP_OOI_ver_3-12_Pub.pdf

C.1.5.2 Applicable

See Section J, Attachments J-1 and J-2.

C.2. IQC General Requirements

The Contractor shall produce ordered Fluorometer / Optical Backscatter Instruments over the lifetime of this Contract as detailed in this SOW and further defined in Attachments J-1 and J-2 (the Common and the Fluorometer / Optical Backscatter Instrument Specifications, respectively) as well as other applicable documents. The Contractor shall ensure that the Fluorometer / Optical Backscatter Instruments perform within the respective environments as prescribed in the specifications.

The Contractor shall deliver Fluorometer / Optical Backscatter Instruments in accordance with the DOs issued. The anticipated delivery schedule is shown in Table C-1.

Table C-1
Bid to Table for Fluorometer / Optical Backscatter Instruments

Instrument Series	2011 Quantity	2012 Quantity	2013 Quantity	Total Quantity
A	3	2	0	5
B	3	2	0	5
C	2	2	0	4
D	6	12	6	24
E	8	13	5	26
Total	22	31	11	64

See Section J Attachment J-2 for technical descriptions of the different Fluorometer / Optical Backscatter Instrument series.

Note: All instruments (i.e., all instrument series) must use the same wavelength for excitation and the same wavelength for measurement of Chlorophyll –a. All instruments (i.e., all instrument series) must use the same wavelength for excitation and the same wavelength for measurement of CDOM.

C.2.1 Project Management and Communications

For the Fluorometer / Optical Backscatter Instruments, the Contractor shall have included a document describing its Project Management and Communications processes and procedures as part of its proposal in accordance with Section L.6 of this RFP. This document shall be the basis for all Contractor Project Management and Communications activities under this Contract.

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

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

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

C.2.2 Configuration Management (CM)

The Contractor shall follow a documented CM process to manage all changes to the Fluorometer / Optical Backscatter Instruments throughout the production effort. The Contractor shall notify the Ocean Leadership Contracting Officer’s Technical Representative (COTR) 90 days prior to any proposed changes in form, fit, or function of Fluorometer / Optical Backscatter Instruments as affected by product upgrades, improvements, or modifications according to practices laid out in the OOI Configuration Management Plan. The Contractor shall notify the Ocean Leadership Director of Contracts and Grants and COTR and the procuring organization COTRs 90 days prior to any planned cessation of production of Fluorometer / Optical

Backscatter Instrument hardware or software. The Contractor shall notify the Ocean Leadership and procuring organization COTRs of any changes to the software or to documentation (see Sections C.3.11.2 and C.3.11.3). Any manufacturer-recommended replacement parts, sensors, or instruments must meet or exceed the original specifications as contained in Attachments J-1 and J-2.

C.2.3 Quality Management

For the Fluorometer / Optical Backscatter Instruments, the Contractor shall have included a copy of its Quality Management Plan as part of its proposal in accordance with Section L.6 of this RFP. The Contractor shall maintain the Quality Management Plan submitted with the proposal and amended at the Kickoff Meeting. The Quality Management Plan should include the following:

- Contractor's existing Quality Assurance or Quality Management Plan
- Discrepancy Reporting System description
- Critical Defects Report Template

After Contract award, the Contractor must provide Ocean Leadership with electronic updates of the plan whenever changes in the plan occur.

C.2.4 Kickoff Meeting

No more than two weeks after Contract award, the Contractor shall prepare for and present a Kickoff Meeting to Ocean Leadership and other organizations invited by Ocean Leadership to the meeting. This meeting shall be held at the Contractor's facility. The scope of this meeting shall include a review of the contents of the Project Management and Communications document. The Contractor shall also present and discuss any assumptions it has that may affect its ability to successfully perform the Contract. Processes for the Contractor to accept DOs from Procuring Organizations shall be documented and finalized at the Kickoff Meeting and the Contractor shall document them in an update to the Project Management and Communications document.

Contractor Points of Contact (POC) — and Subcontractor POC, if any — shall be available to respond to questions at the Kickoff Meeting. Following the meeting, the Contractor shall prepare the meeting minutes, prepare and post the initial Action Item List, track action items, and post updates to the Action Item List in accordance with the OOI Configuration Management Plan.

Authorization to proceed shall be contingent on Ocean Leadership acceptance of the outcome of the Kickoff Meeting. This acceptance shall be in the form of issued and duly signed official written notification from the Ocean Leadership Director of Contracts and Grants.

C.2.5 Contract Close-Out

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

- DO number

- Procuring Organization
- Number of Fluorometer / Optical Backscatter Instruments delivered
- Initial unit price
- Final unit price
- Award date
- Final delivery date
- Date payment received

This report shall be submitted to the Ocean Leadership Director of Contracts and Grants at jhubler@oceanleadership.org with a copy to the Contracting Officers (COs) and COTRs named in each DO.

C.3. Delivery Order General Requirements

The following subsections describe activities that shall be carried out for each Delivery Order (DO).

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

The Contractor shall manage the project in accordance with the Project Management and Communications document (Section C.2.1 and Section L.6.1.4).

C.3.2 Delivery Order Schedule

The Contractor shall prepare a Delivery Order Schedule upon receipt of each DO. This schedule shall indicate, at a minimum, completion of Contractor testing of Fluorometer / Optical Backscatter Instruments, calibration of Fluorometer / Optical Backscatter Instruments, and their delivery to the Procuring Organization. The Delivery Order Schedule shall be updated at the interval defined in the DO. The Delivery Order Schedule and all updates shall be delivered to the Procuring Organization COTRs and to the Ocean Leadership Director of Contracts and Grants.

The Procuring Organization's Contracting Officer shall be notified of any schedule changes within 24 hours via e-mail.

C.3.3 Procuring Organization Furnished Property

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

C.3.4 Design, Development and Engineering Support

The Contractor shall provide all needed science and engineering support services for the design, development, integration, calibration, Contractor testing, and delivery of the Fluorometer

/ Optical Backscatter Instruments to the Procuring Organization. Articles used in tests shall be remanufactured to new condition prior to delivery.

C.3.5 Quality Management

The Contractor shall carry out quality management in accordance with the Quality Management Plan (Section C.2.3) incorporated into this Contract. Instruments shall be manufactured in accordance with the industry best practices. Upon request, Procuring Organization personnel shall be allowed to review evidence that Quality Management is being carried out in accordance with the plan.

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

C.3.6 Delivery Order Testing Performance

The Contractor shall carry out testing of its Fluorometer / Optical Backscatter Instruments in accordance with Contractor testing procedures included in its proposal and incorporated into this Contract. Ocean Leadership, the Procuring Organization, or other organizations designated by these entities shall be permitted to witness Contractor testing upon request. The Contractor shall document the results of its testing in test reports. The Contractor shall deliver the test reports to the Procuring Organization per the schedule in the Deliverables and Reports Table in Section C.4. After Contractor testing is satisfactorily completed, and the test report documents delivered, the Procuring Organization will provide written signoff approval to the Contractor to deliver the Fluorometer / Optical Backscatter Instruments. This approval will be from the Contracting Officer or COTR as authorized by the Contracting Officer.

C.3.7 Calibration

In accordance with Section L.6 of this RFP, the Contractor shall have included, as part of its proposal, a copy of its existing calibration procedures. The Contractor shall calibrate all Fluorometer / Optical Backscatter Instruments in accordance with calibration procedures prior to shipping to the Procuring Organization per the DO.

C.3.8 Fluorometer / Optical Backscatter Instrument Delivery

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

The following shall be delivered with the instrument:

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

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

C.3.9 Shipping and Storage

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

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

C.3.10 Maintenance

The Contractor shall provide maintenance as required by the DO.

C.3.11 Software

C.3.11.1 Software Support

The Contractor shall provide Software Support Services. This support includes, but is not limited to, making software documentation available (Section C.3.11.3).

C.3.11.2 Fluorometer / Optical Backscatter Instrument Software

The Contractor shall deliver the Fluorometer / Optical Backscatter 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 already 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 Fluorometer / Optical Backscatter 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 Fluorometer / Optical Backscatter 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 Fluorometer / Optical Backscatter Instruments
 - Synchronize internal time base or apply accurate time stamps to data.
 - Extract Fluorometer / Optical Backscatter Instrument data
 - Extract any available metadata
 - Ascertain state of health, configuration, and status

- Any available source code to interface with the Fluorometer / Optical Backscatter Instruments

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

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

C.3.12 Instrument Documentation

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

The Contractor shall provide Technical Data Packages (TDP) describing the product(s) to be delivered per the Deliverables and Reports Tables in Section C.4. The TDP may consist of all applicable technical data such as drawings and associated lists, circuit diagrams, specifications, standards, performance requirements, quality assurance requirements, and packaging details. The TDP product drawings and associated lists may contain both hardware and software products.

The Contractor shall update, maintain, and deliver, as needed, an electronic copy of the TDP reflecting any modifications to the COTS product made after Contract award. The TDP shall be adequate to support production, integration, engineering, and operation of the Fluorometer / Optical Backscatter Instruments.

C.3.12.2 Additional Documentation

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

- Supported data and communications (interfaces, protocols, data rates, output data formats, etc.)
- Power (internal supply, external interface, etc.)
- Mechanical/physical (size, weight, materials, etc.)
- Platform interfaces relevant to how the instrument is attached to a platform (mechanical, electrical, optical, data, communications, etc.)
- Instrument configuration (parameters, remote control capabilities, upload/download of configuration files, etc.)
- Contractor's calibration and diagnostic capabilities
- Additional available resources (for configuration, maintenance, calibration, diagnostics, etc.), if any
- User, operations, and maintenance instructions(s), including calibration and installation instructions
- Instrument specification sheets
- Identify and provide MSDS for any hazardous materials in the fielded unit

- 3-D Model in formats compatible with SolidWorks or AutoCAD, if available
- Listing of any material in contact with seawater
- Estimate of instrument dimensional changes at operational depth
- Other documentation such as any metadata

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 it deems appropriate. All documentation deliverables shall be provided electronically in Adobe Reader (pdf) format and MS Office format or another format mutually agreed upon with the Procuring Organization.

Table C-3 – Deliverables and Reports for the Fluorometer / Optical Backscatter Instruments

SOW Paragraph Number	Deliverable/Report Name	Due Date
IQC Reports		
C.2.1 C.2.4	Updates to Project Management and Communications Document	5 business days after any items described in the document, including POCs, are changed
C.2.3	Updates to Quality Management Plan	5 business days after any items described in the plan are changed
C.2.4	Kickoff Meeting minutes	3 business days after the Kickoff Meeting
C.2.4	Initial Action Item List posted to the appropriate area as described in the OOI Configuration Management Plan	3 business days after the Kickoff Meeting
C.2.4	Action Item List Updates posted to the appropriate area as described in the OOI Configuration Management Plan	3 business days after meetings that result in changes to the list
C.2.5	Final Report	Business day following the end date of the period of performance of the Contract

SOW Paragraph Number	Deliverable/Report Name	Due Date
Deliver Order Deliverables and Reports		
C.3.2	Delivery Order Schedule	5 business days after receipt of the DO
C.3.2	Updates to the Delivery Order Schedule	As specified in the DO
C.3.6	Contractor's Test Report	15 business days after completion of contractor testing
C.3.8	Instruments including installed firmware needed for the instrument to function	After receipt of Procuring Organization approval in accordance with Delivery Order Schedule
C.3.8	Spare parts and repair kits	After receipt of Procuring Organization approval in accordance with Delivery Order Schedule
C.3.11.2	Software Input/Output drivers	Deliver with the Instruments in accordance with the Delivery Order Schedule
C.3.11.2	If available: Software to operate the instrument (running on the Input/Output drivers), data format conversion software, analysis software to collect data and display results, software to download embedded metadata, utility software for testing and calibrating the Instrument, scripts for installing any of the above software items	Deliver with the Instruments in accordance with the Delivery Order Schedule, if available
C.3.11.3	Software installation instructions	With the Instruments in accordance with the Delivery Order Schedule
C.3.11.3	Software user instructions	With the Instruments in accordance with the Delivery Order Schedule
C.3.11.3	Software interface documentation	With the Instruments in accordance with the Delivery Schedule

SOW Paragraph Number	Deliverable/Report Name	Due Date
C.3.11.3	If available, example source code to interface with Instruments	With the Instruments in accordance with the Delivery Schedule, if available
C.3.12.1	Technical Data Package and Product Drawings	With the Instruments in accordance with the Delivery Schedule
C.3.12.1	Updates to the Technical Data Package and Product Drawings	15 business days after any modifications to the product
C.3.12.2	Supported data and communications documentation	With the Instruments in accordance with the Delivery Order Schedule
C.3.12.2	Power documentation	With the Instruments in accordance with the Delivery Order Schedule
C.3.12.2	Mechanical/physical documentation	With the Instruments in accordance with the Delivery Order Schedule
C.3.12.2	Documentation on platform interfaces	With the Instruments in accordance with the Delivery Order Schedule
C.3.12.2	Instrument configuration documentation	With the Instruments in accordance with the Delivery Order Schedule
C.3.12.2	Calibration and diagnostic capabilities documentation	With the Instruments in accordance with the Delivery Order Schedule
C.3.12.2	Documentation on additional available resources, if any	With the Instruments in accordance with the Delivery Order Schedule
C.3.12.2	User, operations, and maintenance instructions including calibration instructions	With the Instruments in accordance with the Delivery Order Schedule
C.3.12.2	Instrument specification sheets	With the Instruments in accordance with the Delivery Order Schedule

SOW Paragraph Number	Deliverable/Report Name	Due Date
C.3.12.2	Listing of any material in contact with seawater	With the Instruments in accordance with the Delivery Order Schedule
C.3.12.2	Estimate of instrument dimensional changes at operational depth	With the Instruments in accordance with the Delivery Order Schedule
C.3.12.2	Other documentation such as any metadata	With the Instruments in accordance with the Delivery Order Schedule

(End of Section C)

Section D. Packaging and Markings

D.1. Packaging and Markings – CLINs YD01 THROUGH YDxx

Marking and packaging shall be in accordance with Sections D.2 and D.3 below and with Attachment J-1, 1336-00000: *Common Specification for Instruments on Fixed Platforms*. Any limitation on shipment modes must be clearly identified and approved by the Ocean Leadership Director of Contracts and Grants.

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 by the Procuring Organization in accordance with shipping conditions defined by ASTM D4169 truck assurance level 1. Materials shall be packed such that they are capable of being stored without damage or degradation between -20 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 DO number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items.

D.3. Identification Markings of Fluorometer / Optical Backscatter Instruments

Delivered End Items – CLINs YD01 through YDxx: Units shall be marked in accordance with Section 2.11 of Attachment J-1, 1336-00000: *Common Specification for Instruments on Fixed Platforms*.

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. All reports shall use the file naming conventions specified in sections 1.7 and 1.8 of the Configuration Management Plan referenced in Section C.1.5.1.

(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 Section C and Attachments J-1 and J-2 of this solicitation. Inspection and acceptance of all deliverables under this Contract shall be at any or all of the locations stated in Section B.5 unless specified otherwise in a DO.

Inspection and acceptance of all deliverables required hereunder shall be made by the Purchasing Organization COTR designated in Section G, who has been delegated the authority to inspect and accept all services, items, reports, and other required deliverables. Acceptance of services, items, reports, and other deliverables by the COTR shall form the basis for payments to the Contractor.

E.2. Contractor Testing

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

E.3. Acceptance Testing

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

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

E.4. Acceptance

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

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

(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 one-year option period, if exercised. The following apply to both the base period and to the option period, if exercised:

- a. All work under this Contract shall be completed by the end of the POP as noted above. The completion date for each CLIN as described in Section B will be specified in each DO issued under this Contract and will not exceed the IQC POP end date. All FFP Fluorometer / Optical Backscatter Instrument hardware orders and deliveries are expected to occur during the first 36 months and as specified in the applicable DO(s).
- b. All priced items/services may be ordered throughout the POP in accordance with pricing established in Section B.
- c. The Contractor shall, not later than sixty (60) days prior to the end of the POP, notify the Ocean Leadership Director of Contracts and Grants of any DOs that will not be completed within the Contract's POP. The notification shall include the Contractor's estimate of the date by which each DO would be completed and balance of payments owed.
- d. The Contractor shall be responsible for helping to ensure that all work under this IQC will be completed within the Contract's POP and shall work with the Procuring Organization to schedule production and delivery of Fluorometer / Optical Backscatter Instruments to meet the Contract's POP end date. The Contractor shall notify the Procuring Organization's COTR at the time a DO is issued of any problems anticipated in meeting the delivery schedule for this DO and shall not accept any DOs that would put the Contractor at risk of non-completion by the end date of the Contract's POP. Only the Ocean Leadership Director of Contracts and Grants has the authority to extend the POP of a DO and the IQC to accommodate work beyond the stated end date. Any work performed by the Contractor on DO tasks after the end date of the POP without such authorization shall be at the sole risk of the Contractor.
- e. Actual delays that are found to be caused by the Contractor's own actions, which result in a calculated schedule delay, will be negotiated on a case-by-case basis and may be cause for consideration to Ocean Leadership.

F.2. Schedule of Deliverables

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

F.3. Reporting/Deliverable Requirements

The Contractor shall provide the following IQC Deliverables and Reports:

- a. Deliverables: See tables under Section C.4, Deliverables
- b. Reports: See tables under Section C.4, Deliverables (IQC reports are referenced in rows for SOW Paragraph Numbers 2.1, 2.3, 2.4 and 2.5)

The Contractor shall provide the following DO Deliverables and Reports:

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

F.4. Public Access to Deliverable Reports

N/A

F.5. Delivery Order Award Content

The Contractor shall notify the Ocean Leadership Director of Contracts and Grants via e-mail (jhubler@oceanleadership.org) of the receipt of a DO within one business day of receipt of a DO from a Procuring Organization. One copy of each new DO issued under this IQC must be forwarded to the IQC COTR and Ocean Leadership Director of Contracts and Grants within one week of receipt by the Contractor.

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

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

(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 DOs by the individuals or organizations designated in this Contract. DOs may be issued by any of the Procuring Organizations named in Section E.1. All DOs are subject to the terms and conditions of this Contract. In the event of conflict between a DO and this Contract, the Contract shall control. Orders may be issued by mail, fax, or by Email.

G.2. Invoice and Payment Information

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

G.3. Contracting Authority

a. For the basic IQC:

Jeanine Hubler CFCM
Director of Contracts and Grants
Consortium for Ocean Leadership, Inc
1201 New York Ave. NW
Washington D.C. 20005
jhubler@oceanleadership.org

and

Yan Xing
Vice President and Chief Financial Officer
Consortium for Ocean Leadership, Inc
1201 New York Ave. NW
Washington D.C. 20005

b. For DOs:

The Contracting Officer executing the individual DO will retain cognizance of Contract administration for that DO.

c. For the Contractor:

To be completed at award

G.3.1 Contracting Officer Authority

Administrative Contract change direction includes guidance and approval establishing all understandings and agreements between the Contractor and Ocean Leadership. The sole authority to make any changes on behalf of Ocean Leadership to the work described herein rests with the Ocean Leadership Director of Contracts and Grants and the Ocean Leadership Chief Financial Officer. Direction, guidance, or clarification from the Ocean Leadership Director of Contracts and Grants and the Ocean Leadership Chief Financial Officer 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 Ocean Leadership Director of Contracts and Grants or the Ocean Leadership Chief Financial Officer is not to be considered a basis for claim against Ocean Leadership nor does it relieve the Contractor from fulfilling its contractual obligations under this Contract.

G.3.2 Contracting Officer's Technical Representative (COTR)

a. For the basic IQC:

Anthony Ferlaino
OOI Project Manager
Consortium for Ocean Leadership, Inc
1201 New York Ave. NW
Washington D.C. 20005
[aferlaino@oceanleadership.org](mailto: aferlaino@oceanleadership.org)

b. For DOs:

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

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

The COTR is responsible for administering the performance of work under the terms of this Contract. In no event however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this Contract be effective or binding upon the Parties unless formalized by Contract modification executed by one of two of Ocean Leadership's Contracting Authorities named in Section G.3.1.

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

To be valid, technical direction by the COTR:

- a. Must be consistent with the general scope of work set forth in this Contract;
- b. May not constitute new assignment of work nor change the expressed terms, conditions, or specifications of this Contract; and

- c. Shall not constitute a basis for any increase in the Contract estimated cost or extension to the Contract delivery schedule or period of performance.

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

- a. Include the reasons upon which the Contractor bases its belief that the technical direction for work under a specific DO falls outside the scope of the Contract;
- b. Include the Contractor's best estimate as to the revision needed to the current estimated cost, performance time, delivery schedules, or any other provision under the DO in question that would result from implementing the COTR's direction.

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

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

G.4. Paying Office

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

G.5. Contractor's Payment Address

(To be provided by the Contractor)

(End of Section G)

Section H. Special Contract Requirements

H.1. Indemnification

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

H.2. Arbitration

Any dispute, controversy, or claim arising out of or relating to this Contract or breach thereof which cannot be amicably settled between Ocean Leadership 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 District of Columbia. The arbitration award shall be final and binding on the parties, shall be in lieu of any other remedy, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator may, in his/her discretion, award to the prevailing party its expenses, including attorneys' fees, incurred in connection with the arbitration.

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

H.3. Limitation of Damages

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

H.4. Liability

None of the following—the NSF, Ocean Leadership, or any of the Procuring Organizations named in Section E.1—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.5. Liability Insurance

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

H.6. Suits/Claims Against Contractor

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

H.7. Notice and Assistance Regarding Patent and Copyright Infringement

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

H.8. Provisions Regarding use of Data and Information

H.8.1 Limitations on Use

All of the Fluorometer / Optical Backscatter Instrument observational data acquired by Ocean Leadership, Procuring Organizations, and organizations designated by these entities under the Contract shall be available for unrestricted dissemination and use in connection with the operation and use of the Fluorometer / Optical Backscatter Instruments by Ocean Leadership, NSF, any and all of the Procuring Organizations, and the licensees or assigns of the foregoing. To the extent Contractor anticipates that it will be necessary to disclose proprietary Fluorometer / Optical Backscatter Instrument equipment or system information proprietary data pursuant to

non-disclosure restrictions, the nature of such data must be specifically identified in the Contract or DO, along with the reason for the imposition of non-disclosure restrictions, and the proposed terms and conditions of any proposed non-disclosure restrictions.

The parties shall not use, disclose or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this Contract. This obligation shall not apply to information which (a) was in the receiving party's possession prior to receipt of the disclosed information; (b) is or becomes a matter of public knowledge through no fault of the receiving party; (c) is received from a third party 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 Ocean Leadership COTR with a copy of any proposed publication resulting from work performed pursuant to this Contract at least thirty (30) days prior to submission for publication. Ocean Leadership 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 Ocean Leadership between the Contractor and the data owner which provides for greater rights to the Contractor.

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

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

1. The Contractor grants to Ocean Leadership and the NSF in perpetuity the right to use all data delivered under the Contract, without charge or additional expense (except for whatever reasonable costs are incurred by Contractor to reproduce the data) as necessary for the design, fabrication, integration, installation, operation, and management of the OOI. This includes the right to make such data available to any party interested in competing for any subsequent award to operate and manage the OOI and any awardees the NSF selects as a result of these competitions. If Contractor includes any third-party data used under license (including, without limitation, any third-party software and documentation related thereto) in the deliverables, it shall identify such data in the Contract together with a warranty that it has the right to grant and does grant to Ocean Leadership the irrevocable, non-exclusive, perpetual, worldwide, fully paid license, with rights to utilize such data, including, without limitation, software, tools, or other technology and all associated intellectual property rights that may be embedded in or associated with the deliverables without restriction, in the operation and use of the Fluorometer / Optical Backscatter Instruments, together with the right to assign and/or sublicense such rights without restriction including, without limitation, to NSF, the Procuring Organizations, and/or any other successor awardee operating and managing the OOI.
2. The types and kinds of data deemed necessary for the design, fabrication, integration, installation, operation, and management of the OOI includes, but is not limited to:
 - a. Maintenance guides and histories

- b. Operating manuals and similar plans
- c. User manuals and similar documents
- d. Facility and instrument drawings (including design, shop and as-built drawings), designs, and specifications
- e. Schematics
- f. Warranty data
- g. Schedules
- h. Software
- i. Inventories
- j. Document indexes
- k. Contracts, Lower Tier Awards, and vendor agreements (these items will be assessed by Ocean Leadership and the Contractor for the presence of any proprietary data prior to their release to a third party)
- l. Operations reports

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

Flow-down Requirements:

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

H.9. 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 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 any Procuring Organization as named in Section E.1 of this Contract;

- 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 Ocean Leadership and/or any of the Procuring Organizations named in Section E.1 upon request.

H.10. Contract Monitoring

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

H.11. Acknowledgement of NSF Support

Advance notification of any public relations activities related to this Contract shall be provided by the Contractor to the Ocean Leadership COTR and the relevant DO-issuing COTR, as applicable. NSF reserves 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 and prior notification of any press or Congressional events or public relations activities related to this Contract to the Ocean Leadership COTR and the relevant DO-issuing COTR.

H.12. Notice of Labor Disputes

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract or any DO, the Contractor shall immediately give notice, including all relevant information, to the Ocean Leadership Director of Contracts and Grants.

The Contractor agrees to insert the substance of this clause (H.12) in any subcontract to which a labor dispute may delay the timely performance of the Contract

H.13. Change-Over and Phase-Out

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

H.14. Right to Procure from Other Sources

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

H.15. Taxes/Duties

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

H.16. Permits and Responsibilities

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

H.17. F.O.B. Destination

1. The term "f.o.b. destination," as used in this clause, means—
 - a. Free of expense to Ocean Leadership or another Procuring Organization, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
 - b. Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. Ocean Leadership 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 Ocean Leadership 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; or
 - b. In the absence of specifications, prepare the shipment in conformance with carrier requirements;
 - c. Prepare and distribute commercial bills of lading;
 - d. Deliver the shipment in good order and condition to the point of delivery specified in the Contract;
 - e. Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the Contract;
 - f. Furnish a delivery schedule and designate the mode of delivering carrier; and
 - g. Pay and bear all charges to the specified point of delivery.

H.18. Warranties and Acceptance under Performance Specifications or Design Criteria

(a) Definitions.

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

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

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

(b) Contractor’s obligations.

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

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

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

(3) If the Procuring Organization's CO determines that a defect exists in any of the supplies or services accepted by the Procuring Organization under this Contract, the Contracting Officer 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 Contracting Officer, in writing, within 30 days a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

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

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

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

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

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

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

(c) *Remedies available to the Procuring Organization.*

- (1) The rights and remedies of the Procuring Organization provided in this clause—
- (i) Shall not be affected in any way by any terms or conditions of this Contract concerning the conclusiveness of inspection and acceptance; and (ii) Are in addition to, and do not limit, any rights afforded to the Procuring Organization by any other clause of this Contract.
- (2) Within 30 days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Procuring Organization's Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at the manufacturer's facility.
- (3) In no event shall the Procuring Organization be responsible for any extension or delays in the scheduled deliveries or periods of performance under this Contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.
- (4) This clause shall not be construed as obligating the Procuring Organization to increase the Contract price.
- (5)(i) The Procuring Organization's Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to—
- (A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;
 - (B) Correct defects as directed under paragraph (b)(4) of this clause; or
 - (C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.
- (ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.
- (6) If the Contractor does not comply timely with the Procuring Organization's Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by Contract or otherwise—
- (i) Obtain detailed recommendations for corrective action and either—
 - (A) Correct the supplies or services at Contractor's expense; or
 - (B) Replace the supplies or services at Contractor's expense, and if the Contractor fails to furnish timely disposition instructions, the Procuring Organization's Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Procuring Organization is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;
 - (ii) Obtain applicable data and reports; and (iii) Charge the Contractor for the costs incurred by the Procuring Organization.

(End of Section H)

Section I. Contract Clauses

I.1. General Information

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

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

This effort is funded under a cooperative agreement between the Consortium for Ocean Leadership and the National Science Foundation. Ocean Leadership 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. "Director of Contracts and Grants" for "Grants Officer" or "Grants and Agreements Officer" or "Contracting Officer";
- b. "Ocean Leadership Director of OOI" for "Principal Investigator" or "Project Director"
- c. "Prime Contractor" or "Ocean Leadership" or "Implementing Organization (IO)" or "Procuring Organization" for "Government" or "NSF"
- d. "Subcontractor", "Contractor" for "Awardee", "Grantee", or "Recipient"
- e. "Contract" for "Award" or "Grantee"
- f. "Director, OOI" for "NSF Deputy Director"

I.2.1 CA-FATC, Article 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 phonorecords 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 DOs will be specified in each DO—see I.1 above. Current reporting requirements are specified at http://www.nsf.gov/pubs/policydocs/arra/arradatamodel_10410.pdf.

- a. The parties acknowledge that ARRA requires that certain agreements funded under that Act are required to contain Davis-Bacon Act (DBA) wage determinations for hourly

laborers and mechanics performing construction work, in accordance with the rules and procedures of the Department of Labor.

- b. It is anticipated that given the nature of this project (design, fabrication, integration, and/or installation), any construction-related work will be only incidental to the main work of this IQC. The Contractor nevertheless agrees that it will, regarding any construction work that is substantial and segregable from the main work of this project, apply DBA requirements to such work, and will at that time submit relevant data to the Ocean Leadership Director of Contracts and Grants and the issuing DO CO and will request an appropriate wage determination. See, 48 C.F.R. 22.402, Applicability.
- c. For purposes of this clause and all matters relating to DBA requirements, DBA-related terms shall have the meanings assigned to them by the Department of Labor.

The requirements of the Buy American Act under ARRA Section 1605 do not apply to this Contract. However, Article 46 of the CA-FATC remains in effect requiring that "to the greatest extent practicable" all equipment and products purchased with NSF funds should be American-made.

I.4. Other Clauses

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

I.4.1 Indefinite Quantity Contract

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

I.4.2 Order of Precedence

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

- a. The schedule (excluding the specifications)
- b. Representations and other instructions

- c. Contract clauses
- d. Other documents, exhibits, and attachments
- e. The specifications

I.4.3 Availability of Funds

Funds are not presently available for the entirety of the expected maximum ceiling for this Contract. Ocean Leadership'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 Ocean Leadership and/or a Procuring Organization for any payment beyond the minimum Contract order stipulated in Section B.3 of the RFP may arise until funds are made available to the Ocean Leadership Director of Contracts and Grants for this Contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Ocean Leadership Director of Contracts and Grants.

I.4.4 Fixed Price – Changes

- a. The Ocean Leadership Director of Contracts and Grants 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 Ocean Leadership in accordance with any provided drawings, designs, or specifications
 - 2. Method of shipment or packing
 - 3. Place of inspection, delivery, or acceptance
- b. If any such change causes an increase or decrease in the cost of, or time required for, performing this Contract, whether or not changed by the order, the Ocean Leadership Director of Contracts and Grants 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 Ocean Leadership Director of Contracts and Grants decides that the facts justify it, the Ocean Leadership Director of Contracts and Grants 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 Ocean Leadership Director of Contracts and Grants shall have the right to prescribe the manner of the disposition of the property.
- e. Failure to agree to any adjustment shall be a dispute subject to Arbitration. However, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

I.4.5 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 Ocean Leadership 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 Ocean Leadership 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 Ocean Leadership an amount equal to twice the overpayment(s).

I.4.6 Responsibility for Supplies

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

I.4.7 Termination

Termination for Convenience

- a. Ocean Leadership may at any time terminate performance of work under this Contract in whole or, from time to time, in part. The Ocean Leadership Director of Contracts and

Grants 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 Ocean Leadership Director of Contracts and Grants, 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 Ocean Leadership, as directed by the Ocean Leadership Director of Contracts and Grants, all right, title, and interest of the Contractor under the subcontracts terminated, in which case Ocean Leadership shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
 5. With approval or ratification to the extent required by the Director of Contracts and Grants, 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. Ocean Leadership 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. Ocean Leadership'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 Ocean Leadership Director of Contracts and Grants) after receipt of the written notice from the Ocean Leadership Director of Contracts and Grants specifying the failure.
- b. If Ocean Leadership terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Ocean Leadership Director of Contracts and Grants considers appropriate, supplies or services similar to those terminated, and the

Contractor will be liable to the Procuring Organization for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

- 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 Ocean Leadership 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, Ocean Leadership may require the Contractor to transfer title and deliver to the Government, as directed by the Director of Contracts and Grants, 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 Ocean Leadership Director of Contracts and Grants, the Contractor shall also protect and preserve property in its possession in which Ocean Leadership has an interest.
- f. The Procuring Organization shall pay Contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer of the Procuring Organization shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Procuring Organization may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect Ocean Leadership and/or the Procuring Organization against loss because of outstanding liens or claims of former lien holders.
- g. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Ocean Leadership.
- h. The rights and remedies of Ocean Leadership and/or the Procuring Organization in this clause are in addition to any other rights and remedies provided by law or under this Contract.

I.4.8 Stop Work Order

- a. The Ocean Leadership Director of Contracts and Grants 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 Ocean Leadership Director of Contracts and Grants 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 Ocean Leadership Director of Contracts and Grants 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 Ocean Leadership Director of Contracts and Grants decides the facts justify the action, the Ocean Leadership Director of Contracts and Grants 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 Ocean Leadership, the Ocean Leadership Director of Contracts and Grants 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 Ocean Leadership Director of Contracts and Grants shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

I.4.9 Risk of Loss

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

I.4.10 Title

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

I.4.11 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.4.12 Central Contractor Registration

1. 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 Ocean Leadership's and/or the Procuring Organization's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. 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. Attachments

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

**Table J-1.
Attachments**

Attachment	Title
J-1	1336-00000 Common Specifications for Instruments on Fixed Platforms
J-2	1336-00003 Specifications for Multiple Wavelength Fluorometer / Optical Backscatter Instruments on Fixed Platforms
J-3	RFP Acronyms and Definitions
J-4	Certificate of Current Cost or Pricing Data Form
J-5	Fluorometer / Optical Backscatter Instruments Proposals: Conformance Checklist
J-6	Tables for Fluorometer / Optical Backscatter Instruments

(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 Contract of any Contract shall be considered to have incorporated the applicable Representations and Certifications by reference.

Note: This section may be submitted as part of the proposal as a separate PDF or image file.

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

K.7. Certification Regarding Nondiscrimination

By submitting this proposal, the Authorized Organization Representative (AOR) is providing the Certification Regarding Nondiscrimination contained in Exhibit II-6 of the Grant Proposal Guide.
http://www.nsf.gov/pubs/policydocs/pappguide/nsf10_1/gpgprint.pdf

K.8. Certification Regarding Flood Hazard Insurance

Intentionally left blank

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.

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

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

Signed: Date:

Signature

(End of Section K)

Section L. Instructions for Proposal

L.1. General Instructions

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

Jeanine Hubler, Director Contracts and Grants
Consortium for Ocean Leadership, Inc.
1201 New York Ave, NW, Suite 400
Washington, DC 20005
email: rfp1410-00003@oceanleadership.org

This solicitation does not commit Ocean Leadership to pay any cost incurred in the preparation or submission of the Offeror's proposal or in making necessary studies or designs for the preparation thereof. Neither this solicitation nor the submission of any proposal creates any Contract or obligation on the part of Ocean Leadership. 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 Ocean Leadership or NSF, except for purposes of review and evaluation."

L.2. Type of Contract

As noted in Sections A and B.2, Ocean Leadership may award a single IQC Firm Fixed Price (FFP) Contract for all instrument series or multiple contracts for groupings of instrument series.

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 OL 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, requested in this RFP do not have page limitations nor do they have to be reformatted for the Offeror's proposal. Unless noted, Contractor format exhibits are only requested in electronic format.

Offerors' proposals for Fluorometer / Optical Backscatter instruments shall contain the following four volumes:

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

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

L.4.2 General Proposal Instructions

- a. Proposal Questions: As stated in Section A.3 of this solicitation.
- b. Proposal Due Date: As stated in Section A.4 of this solicitation.
- c. Proposal copies:

Offerors shall **email** the following items with the phrase "Fluorometer / Optical Backscatter Instruments RFP" in the subject line of the email.

- One **signed** .pdf of a cover letter to the proposal
- Each volume plus **signed** certifications in one .pdf document
- Each volume in separate MS Office 2003 files
- All applicable attachments (Offeror's choice of format), and a separate file listing the name of each attachment

Offerors shall **mail** the following items with the phrase “Fluorometer / Optical Backscatter Instruments RFP” in the subject line of the mail.

- One **signed** original of each proposal volume
- Two hard copies of each proposal volume
- Two electronic copies (on CD) of each proposal volume

If there are any discrepancies between the proposal volume hard copies and electronic copies, the signed original hardcopy will govern. See Section A.4 for mailing addresses and instructions. Cost or pricing data shall NOT be included outside of the Cost Volume. Proposal text shall be printed on 8-1/2” x 11” paper with 1” margins on all sides with a 12 pitch font. Pages shall be spiral bound, or hole-punched and inserted in ring binders.

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

L.4.3 Offeror Points of Contact

The Offeror shall indicate its responsible/authorized point-of-contact (POC) at the beginning of each proposal volume. This person shall be able to hold discussions and negotiations with Ocean Leadership and shall have full authority to bind the Offeror to a contract. Required POC information includes: first name, last name, title, e-mail address, phone number, Fax number, and level of authority.

L.5. Proposal Revisions

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

L.6. Requirements for Fluorometer / Optical Backscatter Instrument Proposals

The Offeror shall submit a proposal in accordance with the following instructions.

L.6.1 Non-Cost/Price Proposal Content

L.6.1.1 General

The Offeror’s non-cost/price proposal volumes (Technical, Past Performance, and Management) shall clearly state and reflect how the Offeror proposes to comply with the performance and requirements identified in the specifications, Attachments J-1 and J-2, and

Section C, the Statement of Work. The proposal volumes, including any supporting documentation, should be clear, concise, and focused on responding to the requirements.

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

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

L.6.1.2 Volume I for Fluorometer / Optical Backscatter Instruments – Technical

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

The Offeror's proposal will be used to assess the Offeror's understanding of instruments to be supplied, 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. The Offeror shall provide specific information to substantiate and support evaluation for each of the Technical Subfactors in Section M of this solicitation.

L.6.1.2.1 Technical Specifications

Fill out Tables L-1 and L-2 with specifications of **your** proposed Fluorometer / Optical Backscatter instruments and include them in the Technical Volume of your proposal. Tables L-1 and L-2 MUST be completed and submitted with your proposal in order for your proposal to be considered for evaluation. Should the Offeror have additional models that result in potential cost savings and/or improved performance, per Section B.4, then additional sets of L-1 and L-2 tables may be submitted. The following paragraphs provide detailed instructions for filling out the tables. (Microsoft Word versions of Tables L-1 and L-2 may be found in Attachment J-6.)

Make a copy of Table L-1, *Fluorometer / Optical Backscatter Instrument Compliance Matrix With Instrument Specifications in Attachment J-2* and a copy of Table L-2, *Fluorometer / Optical Backscatter Instrument Compliance Matrix With Common Specifications in Attachment J-1*, and include them in the Technical Volume of your proposal. Minor format changes to the tables (e.g., change row heights or column widths, convert to landscape page layout) are acceptable as long as the structure of the tables is retained.

Spec I.D. (column 1) of Tables L-1 and L-2 refers to the specification identifiers in the Instrument Specifications (Attachment J-2) or Common Specifications (Attachment J-1) documents. Refer to these specifications in filling out the tables for full descriptions of the items listed in the **Parameter** columns as well as their threshold and objective values. Fluorometer / Optical Backscatter instrument series A to E are defined on page 8 of Attachment J-2. Fill in the **Parameter Value by Instrument Series** columns with the parameters of your proposed instrument. Please use the units specified in the **Units** column. Cite specific references in the

Substantiation column that substantiate the value listed. No substantiation is needed where N/A is shown. The same reference may be cited for multiple parameters. 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, the Offeror may provide a statement or description in the proposal (e.g., “The communications board in the instrument supports RS-232 interfaces.”) Explain any instances in which the values entered are not compliant with the specifications in Attachments J-1 and J-2.

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

Table L-1
Fluorometer / Optical Backscatter Instrument Compliance Matrix
With Instrument Specifications in Attachment J-2

(See Attachment J-6 for a Microsoft Word version of Table L-1)

Table L-2
Fluorometer / Optical Backscatter Instrument Compliance Matrix
With Common Specifications in Attachment J-1

(See Attachment J-6 for a Microsoft Word version of Table L-2)

Fill out Table L-3 with the models of **your** proposed Fluorometer / Optical Backscatter instruments and include the table in the Technical Volume of your proposal. The following paragraph provides detailed instructions for filling out this table. (A Microsoft Word version of Table L-3 may be found in Attachment J-6.)

Make a copy of Table L-3, *Proposed Models for Fluorometer / Optical Backscatter Instruments* and include it in the Technical Volume of your proposal for Fluorometer / Optical Backscatter instruments. Fill in the **Contractor Instrument Model(s) or Designation(s)** column with model number or other designator of the instrument proposed for the corresponding instrument series. Ensure that the model numbers in this table are the same as those provided in the tables in Section B.

For each instrument series, identify all proposed instrument models.

Table L-3
Proposed Models for Fluorometer / Optical Backscatter Instruments

Instrument Series	Contractor Instrument Model(s) or Designation(s)
A	
B	
C	
D	
E	

Tables L-1, L-2, and L-3 are not included in the proposal page count limit.

In addition to completing the tables for the Technical Volume, the Offeror shall describe biofouling mitigation design features employed, including consumables and rate of consumption and/or replenishment cycle necessary to meet the specifications.

The Offeror shall describe the options for wavelength band(s) that are used for the Optical Backscatter measurement. The Offeror shall indicate the choices for backscatter band(s), the selection method for the band(s), and if multiple bands are possible with their proposed instruments. (Possible selection options may include, but are not limited to the following: a single chosen band is factory-installed at time of manufacture; the user selects a band at time of deployment, the band is dynamically user-selectable during a deployment.)

The Offeror shall describe the quinine sulfate standard used for CDOM measurements. For example, is quinine sulfate dihydrate used? Provide information on which solvent (e.g., sulfuric acid) is used and its concentration. The excitation and measurement wavelengths of the proposed instrument shall be listed in Table L-1 of the proposal. Provide the reference molar extinction coefficient used for these wavelengths. Provide additional relevant information about the standard as appropriate.

The Offeror shall describe time stamping and time synchronization capabilities provided by the instrument.

L.6.1.2.2 Other Technical Characteristics/Properties

The Offeror shall provide a thorough description of the performance of the proposed instruments in terms of accuracy, precision, and drift for each of the three required measurements (i.e., Optical Backscatter, Chlorophyll-a-Fluorescence, and CDOM Fluorescence.) The Offeror shall provide values for these parameters and describe the pre- and post-deployment methods used to obtain them. The Offeror shall also describe the performance in light of the detection limits (i.e., minimum value of specified range) specified in the instrument specifications in Attachment J-2. The Offer shall describe how these parameters can be determined by users during operations.

Describe how signal degradation is monitored over a long deployment interval. Describe how the amount of drift is established as part of calibration procedures, such as making measurements against a known standard.

The Offeror shall provide information, including documented field performance, of the stability of the excitation source in their proposed instruments and information on how the degradation of the excitation source can be tracked over time during a deployment.

The Offeror shall provide information on the response times of their instruments, including the upper range (fastest response and sampling times). The Offeror shall describe how the sampling volume is refreshed and how long it takes to do so. Discuss whether the proposed instruments can exceed the sampling frequency requirement, and if so, the techniques employed to accomplish this.

The Offeror shall provide and substantiate information on the reliability of the proposed instruments in terms of mean time between failures (MTBF).

For each of the proposed Fluorometer / Optical Backscatter models, the Offeror shall provide the recommended maintenance and calibration procedures as well as the Offeror-recommended schedules and intervals as attachments to the Technical Volume. The Offeror shall highlight any unique test or production equipment needed for maintenance or calibration. The maintenance and calibration procedures and schedules shall be in the Offeror's format (no page limits) and provided only as electronic copies.

Per Section C.2, all proposed instruments (i.e., all instrument models) must use the same wavelength for excitation and the same wavelength for measurement of Chlorophyll –a. Per Section C.2, all proposed instruments (i.e., all instrument models) must use the same wavelength for excitation and the same wavelength for measurement of CDOM

The Offeror's recommended calibration procedures should include the following:

- Certificate of calibration for each instrument purchased including calibration data.
- Calibration reference standards that are traceable to NIST, or other recognized standards organization.
- Accuracy tolerance of the measurement standards used to calibrate the instruments and certification that the instrument is within its specified accuracy tolerance over its entire operating range
- Periodic recertification of calibration standards and policy if standard has gone out of certification
- Lead-time for calibration services
- Recommended calibration intervals for the instruments
- Calibration procedures the Offeror performs prior to instrument deliveries (new instruments or otherwise)
- Calibration procedures to be carried out by the Procuring Organization

The Offeror shall describe the mechanical/physical characteristics of their proposed instruments, including the following information:

- Size, shape, and weight of the instruments
- Integrity of the pressure case
- Batteries, consumables, and other items necessary for refurbishment and calibration of the instruments.

The Offeror shall provide a description of data extraction and data formatting methods. Identify any data interface specifications and standard access protocols that are supported.

The Offeror shall list in the proposal which of the following software items are provided with the purchase of Fluorometer / Optical Backscatter 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 Fluorometer / Optical Backscatter 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, that shows how to interface with the proposed instruments.

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

L.6.1.2.3 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.6.1.3 Volume II for Fluorometer / Optical Backscatter Instruments – Past Performance

The Offeror shall provide information on past performance of the proposed instrument in a field environment. This information may cite:

- Independent research papers
- Independent test results
- Offeror's testing results of its proposed instrument
- Results of previous deployments

Outside of the proposal, the Offeror shall attach documents for these citations. These documents shall be provided in electronic copy only, shall be in an English legible format, and are not subject to page limit. Where doing so presents copyright issues, it is appropriate to provide a publicly available location (document reference, Internet URL, etc.) where the cited reference can be found.

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

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

Fill out Table L-4 and include it in the Past Performance Volume of your proposal. The following paragraph provides detailed instructions for filling out this table. (A Microsoft Word version of Table L-4 may be found in Attachment J-6.)

The Offeror shall submit Past Performance information on Contracts that the Offeror considers most relevant to demonstrate the ability to perform the proposed effort. The Offeror shall identify three Contracts under which it has delivered similar instruments within the past three years, or is presently delivering, and which Contracts are similar to this solicitation. The Offeror shall provide a brief description of each Contract and its dollar value. The Offeror shall provide the names and telephone numbers of the customer’s technical and contractual points-of-contact for each Contract. If the Offeror does not have three such Contracts, it shall provide the above information for as many Contracts as it does have. Use Table L-4 for providing this information, one copy per Contract.

**Table L-4.
Past Performance for Each Contract**

Effort name	
Company Performing the Effort	
Contract name	
Period of performance	From DD/MM/YYYY to DD/MM/YYYY
Contract value in \$	
Customer name and address	
Technical Point of contact information (name, phone number, e-mail)	
Contractual Point of contact information (name, phone number, e-mail)	
(extend as necessary)	

The Offeror is advised to verify all contact information for all respondents and is advised to verify for each their willingness and ability to respond to inquiries by Ocean Leadership regarding the Contract and the Offeror/Team-member’s performance on the Contract.

In addition to including copies of Table L-4 in the Past Performance Volume of your proposal, the Offeror shall provide descriptive text that highlights the relevance of past efforts to the current acquisition as well as any problems encountered during these efforts and their resolution. The description of each project is limited to two pages. At least one project should be submitted that demonstrates the Offeror's ability to meet aggressive production schedule.

L.6.1.4 Volume III for Fluorometer / Optical Backscatter Instruments – Management

The Offeror's discussion in this section shall include sufficient detail to allow assessment of its ability to accomplish the Contract performance including the baseline and options. The Offeror shall provide a Project Management and Communications Document as part of the Management Volume. This document shall be no more than five pages in length and shall cover the roles and responsibilities of the points of contact with whom OL and the Procuring Organization will need to work, as well as the specific reports and other communications to be provided. List and explain any ordering procedures that OL and the Procuring Organizations need to follow to facilitate efficient order fulfillment. The Offeror shall provide scheduling information and ordering procedures showing the following:

1. Contractor Points of Contact (POC), including the Contractor's POC who will manage the Contract
2. Lead time to execute Delivery Orders (ordering and testing)
3. Procedures for accepting Delivery Orders
4. Production capacity
5. Process for reporting and tracking
6. Lead time to perform maintenance actions, including the repair, refurbishment, and calibration of instruments
7. Capacity and capability to perform the repair, refurbishment, and calibration of instruments
8. Lead time and details of notice provided to OL for any change in the Configuration of any of the Fluorometer / Optical Backscatter Instruments covered under this solicitation.

Note: Procedures for accepting delivery orders will be finalized at the Kickoff Meeting described in Section C.

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

The Offeror shall attach as exhibits its existing Quality Management Plan (or explicitly state that there is no existing plan), schedule for conducting testing on the production Fluorometer / Optical Backscatter instruments, and existing internal test procedures for Fluorometer / Optical

Backscatter instruments (or explicitly state that there are no existing procedures). Provide only electronic copies of these items, Offeror format, no page limit.

L.6.2 Volume IV for Fluorometer / Optical Backscatter Instruments – Cost/Price Proposal Content

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

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

L.6.2.1 Cost/Price Overview

L.6.2.1.1 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 test equipment required to perform user maintenance, factory repairs, recalibration, or refurbishment) shall be provided as an electronic exhibit (no hard copies required).

L.6.2.1.2 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. The Offeror shall list any contingent discounts based on the quantities and/or number of series awarded. The Offeror shall also provide any proposed discounts off the list price for any future models.

L.6.2.1.3 Firm Fixed Price

Prices shall be organized per the CLIN structure in Section B and the prices may vary over time. Specific price for each option period shall also be provided. All prices shall include shipping to any destination in the lower 48 States. The estimate of maintenance costs will be based on the list of maintenance procedures listed by the Offeror in Section B.

L.6.2.1.4 Certificate of Current Cost and Pricing Data

The Offeror shall fill out the form included in this solicitation as Attachment J-4 and include the completed form, "Certificate of Current Cost and Pricing Data," as an attachment to its Cost/Price Volume.

(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 Ocean Leadership Director of Contracts and Grants will make award(s) without discussions but reserves the right to hold discussions if deemed necessary. An Evaluation Panel will evaluate all proposals based on the documentation provided by the Offeror and any additional relevant information available to the evaluators.

Evaluation and Basis for Award: An award (or awards) will be made to the responsible Offeror whose proposal represents the best overall value to Ocean Leadership. Ocean Leadership intends to issue a single award. However, Ocean Leadership reserves the right to make separate single awards for each CLIN.

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

- Technical
- Past Performance
- Management
- Cost/Price

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

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

M.2. Ratings Tables and Definitions

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

Rating	Definition
Exceptional (E) 91-100	The proposal has exceptional merit and reflects an excellent approach which should clearly result in the superior attainment of all requirements and objectives. The proposed approach includes numerous substantial advantages, and essentially no disadvantages, and can be expected to result in outstanding performance. The solutions proposed are considered very low risk in that they are exceptionally clear and precise, fully supported, and demonstrate a complete understanding of the requirements. The impact of the strengths greatly outweighs the impact of any weaknesses. The proposed solution exceeds requirements in a way that adds significant value to the performance of the OOI mission. Risk Level: Very Low
Good (G) 81-90	The proposal demonstrates a sound approach which is expected to meet all requirements and objectives. This approach includes substantial advantages, and few relatively minor disadvantages, which collectively can be expected to result in better than satisfactory performance. The solutions proposed are considered to reflect low risk in that they are clear and precise, supported, and demonstrate a clear understanding of the requirements. The impact of the strengths outweighs the impact of the weaknesses. The proposed solution exceeds requirements in a way that adds value to the performance of the OOI mission. Risk Level: Low
Acceptable (A) 71-80	The proposal demonstrates an approach which is capable of meeting all requirements and objectives. The approach may have both advantages and disadvantages, however any disadvantages do not outweigh the advantages and the approach can be expected to result in satisfactory performance. The solutions proposed are considered to reflect moderate risk in that they are for the most part clear, precise, and supported, and demonstrate a general understanding of all the requirements. The impact of weaknesses is balanced by the impact of strengths. Risk Level: Moderate
Marginal (M) 61-70	The proposal does not demonstrate a full understanding of all the requirements and may pose a risk that the Offeror might fail to perform satisfactorily without significant Procuring Organization oversight or participation. Any advantages that may exist in the approach are outweighed by existing disadvantages. The solutions proposed are considered to reflect high risk in that they lack clarity and precision, or are unsupported. The impact of weaknesses outweighs the impact of strengths. Risk Level: High
Unacceptable (U) 0-60	The proposal demonstrates an approach which will very likely not be capable of meeting all requirements and objectives. This approach has one or more substantial disadvantages or contains a deficiency. Collectively, the advantages and disadvantages are not likely to result in satisfactory performance. The solutions proposed are considered to reflect very high risk in that they lack any clarity or precision, are unsupported, or indicate a lack of understanding of the requirement. The impact of weaknesses greatly outweighs the impact of any strengths. Risk Level: Very High

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

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

**Table M-3.
Best Value Tradeoff Definitions**

Term	Definition
Evaluation	The evaluators' conclusions (supported by narrative write-ups) identifying the strengths, weaknesses, and deficiencies applicable to requirements and criteria of an evaluation factor or subfactor.
Strength	Any aspect of a proposal that, when judged against a stated evaluation criterion, enhances the merit of the proposal or increases the probability of successful performance of the Contract.
Significant Strength	A significant strength appreciably enhances the merit of a proposal or appreciably increases the probability of successful Contract performance.
Weakness	A flaw in the proposal that increases the risk of unsuccessful Contract performance.
Significant Weakness	A flaw that appreciably increases the risk of unsuccessful Contract performance.

Term	Definition
Deficiency	A material failure of a proposal to meet a Procuring Organization requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful Contract performance to an unacceptable level.
Meets Requirements	The item evaluated satisfies the requirement stated in the RFP or in an attached or referenced specification.

M.3. Non-Cost/Price Evaluation Factors for Fluorometer / Optical Backscatter Instruments

The following factors will be used to evaluate the non-cost/price aspects of the proposal for Fluorometer / Optical Backscatter Instruments.

Factor 1 - Technical Approach:

The proposal will be used to assess the Offeror's understanding of the technical requirements of this solicitation. The Offeror's proposal will be evaluated on the basis of how well the proposed instruments meet the requirements of the technical specifications (Attachments J-1 and J-2) and how well the Offeror substantiates the technical provisions of its proposal.

Subfactors:

a. Measurement Performance (subfactor 1)

This subfactor addresses if and how well the proposed instruments meet the measurement requirements of the technical specifications in Attachment J-2; the accuracy, precision, drift of the measurements; and other significant strengths regarding measurements.

The most heavily weighted measurement performance factors are:

1. Ability to meet or exceed specifications in Attachment J-2
2. Accuracy, precision, and drift of the measurements and the methods used to obtain these, including both pre and post deployment determination methods.
3. The rate and technique used for refreshing the sampling volume to meet the sampling frequency requirement

b. Biofouling Mitigation (subfactor 2)

Biofouling mitigation techniques as called for in Attachments J-1, the ability to maintain biofouling mitigation for the duration of our deployment intervals or as close as possible including substantiation of the biofouling mitigation methods.

c. Excitation Source (subfactor 3)

This subfactor addresses the excitation source and the degradation of the source during the duration of the planned OOI deployments.

d. Other (subfactor 4)

1. Ability to meet or exceed the specifications in Attachment J-1, which have not been considered in any of the previous technical subfactors
2. Ability to operate and survive at the depths listed in Attachment J-2 Appendix 1, specifically the integrity of the pressure housing.
3. Calibration methods and procedures
4. Size, shape, and weight of the instrument(s) – smaller size, lower weight and non-irregular shapes are more desirable.

e. Technical Risk (subfactor 5)

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, production capacity, and proposal assumptions. Any technical risks inherent in making multiple awards will be part of the consideration before the award(s).

Factor 2 Past Performance:

The Procuring Organization will conduct a Past Performance evaluation on the Offeror's Fluorometer / Optical Backscatter product and on the Offeror's past performance experience. 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 of the proposed instrument (subfactor 1) - Areas of relevance include:
 1. Independent research papers
 2. Independent testing results
 3. Offeror's testing results of its proposed instrument(s)
 4. Offeror's results of previous deployments
- b. Performance of the organization, including meeting delivery schedules, customer satisfaction, and risk (subfactor 2)

Factor 3 Management Approach:

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

Subfactors:

- a. Management Approach (subfactor 1)
 1. Project Management and Communications Document
 2. Offeror's Test Procedures

3. Lead time to execute delivery orders
4. Lead time to perform maintenance actions, including the repair, refurbishment, and calibration of instrument(s)
5. Capacity and capability to perform the repair, refurbishment, and calibration of instruments

M.4. Cost/Price Evaluation for Fluorometer / Optical Backscatter Instruments

Cost/price will be evaluated separately from the Non-Cost/Price Factors. 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. The total of the unit prices will be calculated by adding the combined total price for each instrument series. The combined total price for each series will be calculated by multiplying the estimated combined total number of units for each series – shown in “Table C-1 — Bid to Table” – by the prices provided by the Offeror for each series. The sample of the anticipated maintenance cost will be calculated using the Material Price list of Maintenance and Spare Equipment and the Offeror’s supplied recommended maintenance schedule. Any additional lifecycle costs attributable to using more than one source will be part of the consideration before award is made to more than one offeror (multiple contracts). Equipment or services provided at no cost will be considered in the evaluation.

(End of Section M)