

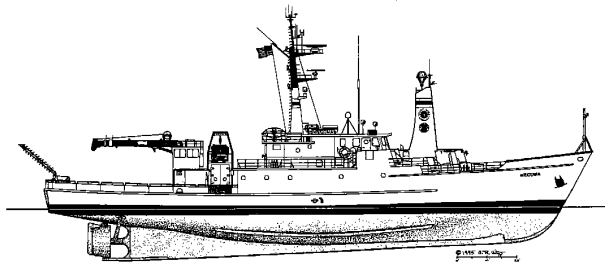
# OREGON STATE UNIVERSITY



## REQUEST FOR PROPOSAL

#BT146935P

### **R/V WECOMA - Ship's Crane Replacement**



R/V WECOMA

**PROCUREMENT ANALYST: Bonnie Tufts**

**Phone: (541) 737-7353**

**FAX: (541) 737-2170**

**Email: [bonnie.tufts@oregonstate.edu](mailto:bonnie.tufts@oregonstate.edu)**

**ISSUE DATE: October 23, 2009**

**PROPOSAL DUE DATE AND TIME: November 13, 2009, 3PM**

**NO LATE PROPOSALS WILL BE ACCEPTED**

*Web Viewers Note: There may be attachments to this RFP that are not available via the webpage. Contact the procurement analyst listed above to obtain any attachments.*

### **RFP SUBMITTAL LOCATION**

Oregon State University Procurement & Contract Services

Attn: Bonnie Tufts

644 SW 13th Street

Corvallis, Oregon 97333-4238

## SCHEDULE OF EVENTS

RFP Released .....	October 23, 2009
Pre-proposal Meeting .....	November 3, 2009, 10AM
*Deadline for Requests for Exception/Clarifications/ Modification or Protest .....	November 6, 2009, 3PM
Proposal Due Date .....	November 13, 2009, 3PM

Note: The schedule of events and the dates contained therein are subject to modification as necessary at the sole discretion of Oregon State University (OSU). If modification is necessary, the dates will be modified through written addenda issued by OSU.

***\*The purpose of the period of time allotted for requests for exception/clarifications/modification or protest is to permit OSU to correct, prior to the opening of proposals, technical or contractual requirements that may be unlawful, improvident, or unjustifiably restrict competition. This will allow OSU to make needed corrections through the issuance of an addendum, prior to the opening of proposals. This will help eliminate the waste of time which is inherent in protests and in the possible rejection of all proposals. In order to have their complaints considered, proposers must submit them within the time established in the RFP.***

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### ATTACHMENTS:

- Attachment A – Sample Contract
- Attachment B – Proposer Pricing
- Attachment C – Proposer Certification
- Attachment D – Proposer Information Sheet
- Attachment E – Reference Sheet
- Exhibit 1 – R/V WECOMA Paint Schedule
- Exhibit 2 – List of Standard Abbreviations
- Exhibit 3 - Customer Work/Specification Change Authorization
- Exhibit 4 - Support Services Manual @ the web link  
[http://www.shipops.oregonstate.edu/ops/visiting\\_ships/support\\_manual.pdf](http://www.shipops.oregonstate.edu/ops/visiting_ships/support_manual.pdf)

## 1.0 INTRODUCTION AND GENERAL INFORMATION

### 1.01 Introduction

Oregon State University (“OSU”) is seeking responsive, responsible vessel construction and repair Contractor(s) to remove the existing crane and install an owner furnished crane on the Research Vessel R/V WECOMA.

### 1.02 Overview of Oregon State University

Oregon State University is one of only two American universities to hold the Land, Sea, Sun and Space Grant designations and is the only Oregon institution recognized for its “very high research activity” (RU/VH) by the Carnegie Commission on Higher Education. OSU is comprised of 11 academic colleges with strengths in natural resources, earth dynamics and sustainability, life sciences, entrepreneurship and the arts and sciences. OSU has facilities and/or programs in every county in the state, including 12 regional experiment stations, 36 county extension offices, a branch campus in Bend, a major marine science center in Newport, and a range of programs and facilities in Portland. OSU is Oregon’s largest public research university, conducting more than 60 percent of the research funded throughout the state’s university system.

### 1.03 Background

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

The vessel’s hailing port is Newport, Oregon and is utilized by scientists and researchers conducting oceanographic research and education. The R/V WECOMA is managed by OSU Ship Operations, located adjacent to the Hatfield Marine Science Center in Newport.

The Ship Operations facility includes 320 feet of berthing space for the R/V WECOMA and visiting vessels, as well as separate berthing space for the 54-foot R/V ELAKHA owned and operated by OSU. The facility includes all necessary support services for year-round operation; the normal operating schedule for both vessels is late winter through early fall, with the remaining time set aside for maintenance and repair.

A detailed description of the facility including maps is available in Exhibit 4, “Support Services Manual” @ the web link ([www.shipops.oregonstate.edu/ops/visiting\\_ships/support\\_manual.pdf](http://www.shipops.oregonstate.edu/ops/visiting_ships/support_manual.pdf)).

## 2.0 SCOPE OF WORK & REQUIREMENTS

### 2.01 Overview

Oregon State University is seeking responsive, responsible vessel construction and repair Contractor(s) to remove the existing crane and install an owner furnished crane on the R/V WECOMA per the Scope of Work and Contract terms and conditions contained in the Sample Contract included at Attachment A. Sample Contract is subject to negotiations and may change as a result of the RFP process.

### 2.02 Scope of Work

The Sample Contract at Attachment A contains OSU's scope of work to be provided as a result of this RFP. Provisions numbered 1 through 9 of the sample contract deal specifically with project requirements. The other provisions are general terms and conditions that will apply to the resulting contract and should be considered by Proposer.

### 2.03 Pre-Proposal Conference

**There will be a mandatory pre-proposal site-visit/ship inspection held in at OSU Ship Operations in Newport, Oregon on the following date:**

November 3, 2009, at 10:00 a.m. PDST

Note: The above date may change on short notice. If the date changes, an addendum will be posted and the replacement date and time will be scheduled for a site visit.

Proposers with questions regarding attending the mandatory site-visit to view R/V WECOMA should contact Bonnie Tufts at (541) 737-7353. Information about OSU Ship Operations location and accommodations can be found on their website at:  
[http://www.shipops.oregonstate.edu/ops/shipops/newport\\_page.html](http://www.shipops.oregonstate.edu/ops/shipops/newport_page.html)

## 3.0 REQUIRED SUBMITTALS & EVALUATION

### 3.01 Required Submittals

Proposal information should be ordered in the same order as listed below. Proposers shall submit at a minimum the following information and in accordance with the instructions provided below:

- (a) A submittal letter, signed by an authorized representative of the Proposer, detailing how the Contractor is familiar with the rules and regulations as noted in Attachment A section 8(d)(i), how the Contractor will provide the items and services outlined in Attachment A section 8(d)(iii), and a description of how the Contractor will provide the services required to remove the existing crane from the R/V WECOMA and install an owner-furnished crane, if different from the method described in Attachment A at section 9(g). The submittal letter should also describe the Proposer's qualifications i.e. welding certifications and experience with similar/applicable projects.
- (b) A list of subcontractors Contractor plans to use for the project.
- (c) A proposed production schedule/timeline (see Attachment A, section 7 for guidance).
- (d) Attachment B – Proposer Pricing
- (f) Attachment C – Proposer Certification
- (g) Attachment D – Proposer Information Sheet
- (h) Attachment E – Reference Sheet

### 3.02 Quantity of Proposal

Proposers shall submit ONE (1) ORIGINAL copy of all proposal pages that request information from the Proposer AND Three (3) PHOTO COPIES of the same pages to the location listed on page 1 of this RFP by the time listed on page 1 of this RFP.

Original shall be marked "ORIGINAL". Original copy shall contain original signatures on any pages where it is requested. Additionally, submit three (3) copies of any illustrated literature or other technical matter included by way of explanation of your proposal. Proposers who fail to submit the requested number of copies may delay the evaluation process by being required to submit additional copies for the evaluation team.

### 3.03 Evaluation

Proposals will first be evaluated for completeness and compliance with the requirements of this RFP. Those proposals that are incomplete may be rejected. OSU reserves the right to waive minor informalities as allowed in applicable Oregon Administrative Rules.

Complete proposals will be sent to the evaluation committee who will perform first stage evaluations on the written proposals based on the criteria identified below. Points will be given in each criteria and a total score will be determined. The maximum points available for each category are identified below. If the proposal is unclear, proposers may be asked to provide written clarification. At the end of this evaluation stage, OSU may choose to award the Contract to the highest scoring Proposer(s) or move forward to a second stage of evaluation.

The following is a summary of criteria and associated amount of maximum possible points that may be awarded:

<b>Criteria</b>	<b>Points</b>
Submittal Letter	20
Timeline	15
References	15
Pricing Proposal	50
<b>Total:</b>	<b>100</b>

At the end of this evaluation stage, OSU may choose to award the Contract to the highest scoring Proposer or move forward to a second stage of evaluation.

If the Contract is not awarded after the first stage, then OSU will proceed with its options under existing Oregon University Systems' Oregon Administrative Rules, in Chapter 580 at Division 62. Such options include, but are not limited to, low tie bid or proposal procedures, rejection of some or all proposals, and negotiations as described in the applicable Oregon Administrative Rules.

### 3.04 Investigation of References

OSU reserves the right to investigate and to consider the references and the past performance of any Proposer with respect to such things as its successful performance or provision of similar services or goods, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. OSU further reserves the right to consider past performance, historical information and facts, whether gained from the Proposer's Proposal, Proposer interviews, references, OSU or any other source in the evaluation process. OSU may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

## 4.0 INSTRUCTIONS TO PROPOSERS

### 4.01 Provisions and Requirements

All proposals are subject to the provisions and requirements of the applicable Oregon Revised Statutes and the Administrative Rules of Oregon State University, at Chapter 580.

### 4.02 Right to Reject

OSU reserves the right to reject any proposal or to reject all proposals at any time prior to OSU's execution of a Contract if it is determined to be in the best interest of OSU to do so.

### 4.03 Request for Exception/Clarification/Modification or Protest

All requests for exceptions, clarifications, modifications or protest regarding information contained in this RFP (including, but not limited to, specifications, requirements, submittals, procedures, terms and conditions or contractual requirements) must be submitted, in writing, no later than the date and time listed in the schedule of events to the name and address listed below in "Submittal". All requests must be received in writing. No information obtained in any conversation with any OSU personnel will serve to change the requirements and/or scope of the RFP. It is OSU's sole discretion as to whether or not they will accept or deny any exceptions raised by Proposers. If OSU clarifies or modifies the RFP, it will do so through issuing an addendum to this RFP.

*OSU reserves the right to reject proposals that raise any objections to the terms and conditions of this RFP after the deadline for requests for exception/clarifications/ modification or protest.*

### 4.04 Request for Exception/Clarification/Modification or Protest Submittal

Requests for exception/clarification/modification must be marked with the following information:

Request for Exception/Clarification/Modification or Protest:

RFP # BT146935P

RFP Title: R/V WECOMA Ships Crane Replacement

Closing Date: November 13, 2009, 3PM

Submit requests for exception/clarification/modification or protest to:

Oregon State University, Procurement and Contract Services

Attn: Bonnie Tufts

644 SW 13th Street

Corvallis, Oregon 97333-4238

Voice: (541) 737-7353 Fax: (541) 737-2170

Requests or protests submitted to other than the person listed above may not be considered. OSU will not be held responsible for any requests for change that are not submitted by the due date and time. Requests for change may be submitted via facsimile, at the number listed above.

### 4.05 Change or Modification/Addenda

Any change or modification to the specifications or the procurement process will be in the form of an addendum to the RFP and will be made available to Proposers. Only documents issued as addenda by the OSU Procurement and Contract Services (PaCS) Department serve to change the RFP in any way. No other direction received by the proposer, written or verbal, serves to change the RFP. Note: if you have received a RFP you should consult the OSU Procurement and Contract Services Department to assure that you have not missed any addenda announcements. Proposers are not required to return addendums with their proposals. However, Proposers are responsible to make themselves aware of, obtain and incorporate any changes made in any addendums issued, and to incorporate any changes made by an addendum into their final proposal. Failure to do so may, in effect, make the Proposer's proposal non-responsive, which may cause the Proposer's proposal to be rejected.

#### **4.06 Proposal Preparation and Submission**

In a joint effort to save costs, reduce waste and produce energy savings, Proposers are encouraged to use double-sided printing on standard 8-1/2" x 11" paper. Proposers are highly encouraged to refrain from submitting proposals in 3-ring binders, spiral bindings, and other non-recyclable presentation folders. Pages should be numbered consecutively and a set of tabs inserted to identify each section of the proposal, such as: "Submittal Letter", "Detailed Response", etc. All binders, reference materials, and other documents should be clearly labeled or otherwise identified and referenced in a clear and consistent manner throughout the proposal.

Proposals and pricing shall be prepared by typewriter or in ink and shall be signed in ink by an authorized representative of the Proposer. At least one proposal submitted by Proposer should bear an original signature. No oral, telegraphic, telephone or facsimile proposals will be accepted.

Proposals must be submitted in sealed package(s) or envelope(s). To ensure proper identification and handling, all package(s) or envelope(s) must be clearly marked with the RFP Number and date and time of closing.

Proposals must be received and time-stamped by the OSU Procurement and Contract Services Department at the location listed on Page 1 of this RFP prior to scheduled RFP closing date(s) listed in the Schedule of Events. It is the Proposer's responsibility to submit proposals in a timely manner, allowing plenty of time for delivery. OSU will not be held responsible for late RFP delivery due to a courier's inability to deliver the proposal in a timely manner. Under no circumstances shall late proposals or modifications be considered.

#### **4.07 Proposal Modification**

Modifications or erasures made before proposal submission should be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing before the time and date set for proposal closing. Any modifications should be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior proposals. Proposers may not modify proposals after proposal due date and closing time.

#### **4.08 Proposal Withdrawals**

Proposals may be withdrawn in writing on company letterhead signed by an authorized representative and received by PaCS prior to proposal due date and time. Proposals may also be withdrawn in person before proposal due date and time upon presentation of appropriate identification.

#### **4.09 Agreement to RFP Requirements, Terms and Conditions**

By proposal submission, Proposers agree to all requirements, terms and conditions contained in the Request for Proposal. Proposer further agrees that if Proposer is awarded a Contract pursuant to this RFP process, no terms and conditions will apply to the Contract other than those in writing and signed by an individual authorized to bind OSU.

#### **4.10 Information Submitted**

The Proposer is cautioned that it is the Proposer's sole responsibility to submit information related to the evaluation categories, and that OSU is under no obligation to solicit such information if it is not included within the Proposer's proposal. Failure by the Proposer to submit such information may cause an adverse impact on the evaluation of the Proposer's proposal.

#### **4.11 Public Record**

In addition, Proposers must be aware that with the exception of trade secrets, all information submitted by them in response to this RFP is subject to review by the public under the Oregon Public Records Law.

If a proposal contains any information that is considered a "trade secret" under ORS 192.501(2), the Proposer must mark each sheet of such information with the following legend:

*This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.*

The Oregon Public Records law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies "unless the public interest requires disclosure in the particular instance." ORS 192.501(2). Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

The above restriction may not include cost or price information, which must be open to public inspection. Designating an entire proposal a "trade secret" or otherwise confidential is unacceptable. Proposals in which the entire document is marked or otherwise identified in its entirety as a "trade secret" or otherwise confidential will be rejected.

#### **4.12 RFP Preparation Costs**

OSU shall not be liable for any costs incurred in the preparation and presentation of proposals.

#### **4.13 Alternate Proposals**

Proposers may submit more than one proposal. All proposals must comply with the requirements of the RFP except that additional proposals may incorporate, by reference, repetitive information which is provided in the complete proposal.

#### **4.14 Proposal Opening Procedure**

All proposals received in response to this RFP shall be opened at the scheduled Proposal Due Date and Time indicated on the cover of this RFP. Proposers who attend the opening will be informed only of the names of Proposers submitting proposals. No other information will be available.

#### **4.15 Investigation of References**

OSU reserves the right to investigate the references and the past performance of any Proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. OSU may postpone the award or execution of the Contract after the announcement of the apparent successful Proposer in order to complete its investigation.

OSU reserves the right to consider past performance, historical information and fact, whether gained from the Proposer's proposal, question and answer conference, references, OSU or any other source in the evaluation process.

#### **4.16 Prior Acceptance of Defective Proposals**

Due to limited resources, OSU generally will not completely review or analyze proposals which on their faces fail to comply with the requirements of the RFP or which clearly are not the best proposals, nor will OSU generally investigate the references or qualifications of those who submit such proposals. Therefore, neither the release of a Proposer's bid bond, the return of a proposal, nor acknowledgment that the selection is complete shall operate as a representation by OSU that an unsuccessful proposal was complete, sufficient, or lawful in any respect.

#### **4.17 Post-Selection Review**

After evaluation, OSU will name an apparent successful Proposer. Identification of the "apparent successful Proposer" is procedural only and creates no right in the named Proposer to award of the

Contract. Competing Proposers shall be notified in writing of the identity of the apparent successful Proposer and shall be given seven (7) calendar days to review the RFP file and evaluation report at the OSU Procurement and Contract Services Department. Any questions or concerns about, or protests of, the evaluation process must be in writing and must be delivered to the OSU Procurement and Contract Services Department within seven (7) calendar days after the date of the letter identifying the apparent successful Proposer.

Within a reasonable time following the end of this seven (7) day protest period, OSU will consider all protests received, if any, and:

- (a) pursuant to OAR 580-061-0145(8) reject all protests and proceed with final evaluation of the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation, enter into a Contract with the named Proposer; OR
- (b) pursuant to OAR 580-061-0145(8), sustain a meritorious protest(s) and reject the apparent successful Proposer as non-responsive, if such Proposer is unable to demonstrate that its proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, OSU may name a new apparent successful Proposer; OR
- (c) pursuant to OAR 580-061-0145(8) reject all proposals and cancel the procurement.

#### **4.18 Legal Sufficiency Review**

The OSU Standard Terms and Conditions at Attachment A contain terms and conditions that Proposer should consider when preparing its proposal. Prior to execution, any Contract entered as a result of this RFP must be reviewed for legal sufficiency pursuant to the Oregon Revised Statutes and applicable Oregon Administrative Rules. OSU may not enter into any Contract not approved for legal sufficiency by an attorney qualified to approve the Contract for legal sufficiency. The Contract may only be amended after execution upon the mutual agreement of both parties in a writing signed by both parties.

**ATTACHMENT A**  
**Sample Contract for Service**

This is a Contract between the State of Oregon acting by and through the State Board of Higher Education on behalf of **OREGON STATE UNIVERSITY (OSU)** and **[INSERT NAME OF CONTRACTOR] (CONTRACTOR)**.

WHEREAS, **OSU** needs the services outlined in this Contract and has competitively solicited for those services under Request for Proposal number B146935P entitled R/V WECOMA Ships Crane Replacement; and

WHEREAS, **CONTRACTOR** has submitted a proposal in response to the above referenced Request for Proposal and was selected as the contractor best able to provide this service; and

WHEREAS, **OSU** and **CONTRACTOR** are both in agreement with the terms of this Contract and desire to enter into this mutually beneficial Contract;

NOW, THEREFORE, **OSU** and **CONTRACTOR** agree as follows:

1. **CONTRACT TERM:** The effective date of the Contract will be the date of the latest signature upon the Contract. The Contract is effective the Owner's Representative provides written authorization of Contract project completion to the OSU Contract Administrator.

2. **DEFINITIONS:** (these definitions apply to the entire Contract, not just this section):

"Change Order" means a written formal consent by Owner on an agreed upon standard Change Order form signed by authorized representatives of both parties that allows for a change, deviation, or addition to Exhibit 1.

"Contract" means the entire written agreement between the parties, including but not limited to the Request for Proposal ("RFP") B1469359P and its specifications, terms and conditions; solicitation addenda and contract amendments, if any.

"Contractor" means a person or organization with whom OSU has contracted for the provision of services pursuant to this Contract.

"Contractor Coordinator" means the Contractor appointed designee responsible for acting on behalf of the Contractor to represent all trades and activities for which the Contractor is responsible. This person shall act on behalf of and as an agent of the Contractor

"Days" means calendar days.

"OAR" means the Oregon Administrative Rules adopted by the Oregon State Board of Higher Education or OSU.

"ORS" means the Oregon Revised Statutes.

"OSU" means the State of Oregon, acting by and through the State Board of Higher Education, on behalf of Oregon State University.

“Owner” means OSU Ship Operations. While the National Science Foundation holds title to the R/V WECOMA, OSU Ship Operations acts as steward and manages the operation of, scheduling, maintenance, and home porting of the R/V WECOMA.

“Owner’s Representative” means those individuals identified in writing by the OSU Ship Operations Marine Superintendent to act on behalf of OSU on this project.

“PaCS” means the Procurement and Contract Services Department at OSU within the Business Services department.

“Proposal” means Proposer’s response to the RFP.

“Proposer” means any respondent to this RFP. The successful Proposer becomes the Contractor. Statements referring to “Proposer” generally indicate requirements which must be included with the Proposal. Statements referring to “Contractor” generally indicate requirements that will become Contractual obligations.

“RFP” means Oregon State University Request for Proposal B146935P entitled R/V WECOMA Ships Crane Replacement.

“RFP and Contract Administrator” means the OSU Procurement and Contract Services staff responsible for managing the RFP and contract administration for RFP B146935P and the resulting contract.

“Stop Work” means halting any current or ongoing progress of work due to poor workmanship or unsafe working conditions.

“Substantial Completion” means the date when the Owner accepts in writing Contractor having reached that state of completion when all systems are functional, and any discrepancies have been remedied.

3. **NOTICE/CONTACTS:** Any notice pursuant to this Contract shall be validly given if in writing and sent to the respective addressees of Contractor and OSU. The OSU contact for submittals and any other correspondence and notices related to performance under Contract shall be:

<u>OSU Contract Administrator</u>	and:	<u>OSU Ship Operations</u>
Bonnie Tufts		Pete Zerr
Procurement Analyst		Supt. - Marine
Oregon State University		OSU - Ship Operations
644 SW 13 <sup>th</sup> Street		2020 SE OSU Dr.
Corvallis, OR 97333-4238		Newport, OR 97365
Phone: (541) 737-7353		Phone: (541) 867-0225
Email: <a href="mailto:Bonnie.tufts@oregonstate.edu">Bonnie.tufts@oregonstate.edu</a>		Email: <a href="mailto:zerrp@onid.orst.edu">zerrp@onid.orst.edu</a>

The Contractor contacts for submittals and any other correspondence and notices related to performance under Contract shall be:

CONTRACTOR Contract Administrator  
[CONTACT NAME]  
[CONTACT TITLE]  
[COMPANY NAME]  
[ADDRESS]  
[CITY, STATE, ZIP]  
[PHONE NUMBER]

4. **OWNER'S REPRESENTATIVE:** An Owner's Representative shall be appointed, in writing, by the OSU Ship Operations Marine Superintendent. It is possible that, during the course of the work period, more than one individual will be appointed, but only one individual will act as the Owner's Representative at any given time. The Owner's Representative(s) will be the on-site representative of OSU during the course of work and will, in addition to any specific requirements identified in the statement of work, perform the following:

- (a) Be the liaison between the contractor and the OSU Ship Operations office.
- (b) Receive all "Condition Found Reports," Inspection Reports," Technical data, etc. required by the Contract.
- (c) Respond to information requests by the contractor.
- (d) Witness, or designate another OSU employee to witness, all inspections and tests identified in the contract.
- (e) Attend all progress and other meetings.
- (f) Recommend the approval/disapproval of additional work to the OSU Marine Superintendent and Contracting Officer and forward approved contract modifications to the contractor.
- (g) Otherwise represent OSU Ship Operations as needed in the course of the shipyard work.

Owner's Representative

[CONTACT NAME]  
[CONTACT TITLE]  
[COMPANY NAME]  
[ADDRESS]  
[CITY, STATE, ZIP]  
[PHONE NUMBER]  
[EMAIL ADDRESS]

5. **CONTRACTOR COORDINATOR:** The Contractor shall appoint a Coordinator to represent all trades and activities for which the Contractor is responsible. This person shall act on behalf of and as an agent of the Contractor. The Coordinator or his agent shall convene with the Owner's Representatives to discuss the status and progress of tasks at the start of each work day. The scheduling and location of this meeting shall be mutually agreeable to all parties. Any Stop Work order delays or other interruptions to work ordered by the Contractor and/or Owner's Representatives due in any respect to poor workmanship and/or unsafe working conditions, and all costs associated therewith, shall be the responsibility of the Contractor.

Contractor Coordinator

[CONTACT NAME]  
[CONTACT TITLE]  
[COMPANY NAME]  
[ADDRESS]  
[CITY, STATE, ZIP]  
[PHONE NUMBER]  
[EMAIL ADDRESS]

6. **Description of Vessel:**

- (a) R/V WECOMA is an uninspected (under 300 GRT), steel-hulled, Diesel engine powered, oceanographic research vessel owned by the National Science Foundation and operated under a cooperative agreement by Oregon State University (for purposes of this specification Oregon State University will be referred to as "the Owner" throughout this document).
- (b) The principal dimensions of the vessel are:

Length Overall	185 feet
Beam	33 feet
Draft (full load)	19 feet

Displacement (full load)	1150 long ton
Estimated maximum draft at pier	19 feet
Estimated maximum displacement for work at pier	1000 long ton

(c) The vessel is ABS Load Line Certified, but not ABS Classed.

**7. Vessel Availability**

- (a) The vessel will be available in mid-November 2009 for work at the Owner’s pier facility at Newport, OR. Contractor shall provide a start date and an estimated completion date at the time of proposal based upon the date work is to commence at OSU’s facility.
- (b) Inability of the Contractor to complete the project without conflict to the vessel’s sailing schedule may result in the rejection of the proposal. Current vessel sailing schedule would allow work through mid-January.

**8. General Requirements**

**(a) Production Schedule**

- (i) The Contractor shall submit and maintain a production schedule as a means of planning, tracking, and coordinating the accomplishment of contract work. The production schedule shall be delivered to Owner, in printed form with an electronic copy, no later than one (1) week prior to the scheduled date for commencement of work.
- (ii) Any “stop work” order delays or other interruptions to work ordered by the Contractor and/or Owner’s Representative due in any respect to poor workmanship and/or unsafe working conditions, and all costs associated therewith, shall be the responsibility of the Contractor.

**(b) Changes to Specifications**

- (i) Changes to specifications contained herein, or to a specific task description, shall be made only by agreement between OSU and the Contractor as described on a completed “Customer Work/Specification Change Authorization” form, Exhibit 3.

**(c) Work Hours**

- (i) At the beginning of the repair period, the Contractor shall advise the Owner’s Representative in writing of the planned regular workday schedule including particulars of work to be performed on weekends or federal holidays. In the event the Contractor desires to work at times other than those previously scheduled, the Contractor shall notify the Owner’s Representative as soon as possible and no later than four (4) hours prior to the end of the scheduled workday preceding the unscheduled work time

**(d) Materials and Workmanship**

- (i) All materials furnished by the Contractor or subcontractors under the contract shall be in accordance with applicable rules and regulations of the U.S. Coast Guard (USCG), American Bureau of Shipping (ABS) and other applicable standards. Workmanship shall conform to the current edition of the American Bureau of Shipping’s Rules for Building and Classing Steel Vessels Under 90m in Length and the current edition of USCG Load Line Technical Manual (USCG-M-1-90, Chapter III, “Conditions of Assignment”). Welding shall be performed in accordance with the applicable requirements of the USCG and ABS.
- (ii) The ship will be available for work in an “as-is” condition. It is the Contractor’s responsibility, subject to the Owner’s Representative’s approval, to engineer, remove, modify, repair or replace all systems necessary to accomplish the contracted work.
- (iii) The Contractor shall provide all necessary engineering, labor, services, materials, machinery, equipment, appurtenances, tools, appliances, transportation, supplies, lighting, disposal services, rigging, and communication necessary to the work required of

Contractor pursuant to this Contract. Water, electrical power and compressed air shall be provided by the Owner.

- (iv) The Owner shall provide forklift services (up to 18,000lb at a 2-foot mast distance) and limited mobile crane service (up to 13,600lb at a radius of 25 feet.) This crane capacity is sufficient for limited pick-and-load to and from the vessel but will be insufficient for removing and installing the larger components of the old and new ship's cranes. The Contractor shall provide mobile crane service capable of lifting and installing these components and capable of 20,000lb lift at a radius of 40' for safety use during load testing; the crane must not exceed the load limits for the OSU pier as described in Exhibit 4, Support Services Manual, p.6 "Crane Limits" ([www.shipops.oregonstate.edu/ops/visiting\\_ships/support\\_manual.pdf](http://www.shipops.oregonstate.edu/ops/visiting_ships/support_manual.pdf)).
  - (v) Defects appearing at any stage of construction through the completion of work and the subsequent warranty period shall be cause for rejection of the material or work. The defect shall be corrected by the Contractor at his/her expense.
  - (vi) Any and all damages to the vessel or equipment (e.g., paint peeled off by barrier tape, nail holes, water damage, broken glass, etc.) caused during the performance of the work shall be repaired by the Contractor, to the satisfaction of the Owner's Representative.
  - (vii) Throughout work the Contractor shall insure that the ground connections of welding machines used on the vessel or on the dock to which the vessel is moored are controlled in a manner to protect the hull from damage due to electrolytic action, and provide stray current protection as outlined in AWS D3.5-85 "Guide for Steel Hull Welding", Chapter 6. In addition, if any welding is to be done on the installed crane the crane shall be separately bonded to the vessel to prevent damage to the crane pedestal bearings.
- (e) **Protective Coverings**
- (i) Prior to starting work on interior spaces, Contractor shall protect the decks and deck coverings of spaces in which contract work is to be performed and spaces through which workers will traverse by covering the decks and deck coverings with a temporarily fitted heavy vinyl, plywood or particle board, with all edges and joints of the protective covering securely taped. Tape used for securing temporary coverings shall have an adhesive that does not remove paint from decks or bulkheads when removed. Maintain the protective covering in place during the entire contract period, renewing sections that are damaged during the contract period. For those decks over which equipment, valves, piping, or other materials must be handled, the temporary protective covering shall be plywood or particle board and shall be of sufficient thickness to protect the deck from damage in the event the equipment or materials are dropped.
  - (ii) Contractor shall protect all compartments in area of work (including machinery, equipment, deck coverings, furnishings, vent terminals, insulation, glass, cables, piping systems, coatings, structures, and other ship components) from damage and from entry of dust, dirt, grit, sand, and other foreign particles.
  - (iii) Any and all damage and contamination resulting from failure to provide adequate protection shall be repaired and cleaned by Contractor to reestablish the condition that existed at the start of the work.
  - (iv) After completion of all work, Contractor shall remove and dispose of all protective coverings.
- (f) **Safety, Fire Protection and Cleanliness**
- (i) The Contractor shall be responsible for safety, fire protection and the general cleanliness of work areas during the repair period. The Contractor shall make a reasonable effort to clean all traffic and work areas daily. On completion of the work each day, loose gear shall be stowed out of traffic areas, manhole covers temporarily replaced, and deck plates replaced where practical.

- (ii) Whenever abrasive blasting or other operations on or near the ship causes collection of blasting residue or other foreign particles to collect on exterior decks of the ship, the Contractor shall vacuum or sweep the decks to remove the residue and particles prior to the end of the day on which the contamination occurred. Contractor shall not wash the residue or particles through the ship's deck drains. All deck areas where work is performed shall be tented sufficiently to prevent blasting residue, paint chips, and any other debris from falling into the waters surrounding the vessel and pier.
- (iii) Any and all trash, dust, grit, paint chips and other dirt or debris generated by the contracted work shall be removed by Contractor from the vessel on a daily basis during the course of the work and properly disposed of by the Contractor.
- (iv) The Contractor shall provide fire watch standers whenever welding, flame cutting or other hot work is performed where combustible materials are present within 35 feet; or where wall or deck openings within a 35-foot radius expose combustible materials in adjacent areas; or when combustible materials are adjacent to the opposite side of metal partitions exposed to hot work, and could be ignited by conduction or radiation. In the latter case, a fire watch stander is required on both sides of the partition. The fire watch stander shall be outfitted by the contractor with a fire extinguisher of a suitable size and type; water hoses are not to be used for fire protection in any area where electrical equipment is present. Prior to leaving the work site, the fire watch stander shall verify with the worker performing the hot work that no further hot work will be performed.
- (v) Any work creating significant noise (including but not limited to scaling, grinding, chipping and welding) shall not be performed before 8:00 AM or after 10:00 PM.
- (vi) The Owner and Contractor shall make every reasonable effort to identify potential hazardous materials (including but not limited to asbestos-containing material and lead-based paint) prior to the commencement of any work.

(g) **Disposal of Scrap, Surplus Material and Fluids**

- (i) The Alaska Marine crane that is currently onboard the ship is to be removed and surplused by the contractor. The Contractor is to determine surplus value, which will be defined and deducted from the total contract price.
- (ii) If any parts, fittings, equipment and/or machinery are removed and replaced with new or rebuilt items, the removed items shall be presented to Owner's Representative for inspection prior to disposal. This inspection requirement will not apply to "expendable" items such as bolts, washers, gaskets, etc. removed and replaced in the normal course of the work. Unless otherwise instructed in writing by Owner's Representative upon inspection, the removed items shall be properly disposed of by the Contractor.
- (iii) Whenever work requires that equipment, machinery, piping, tanks or bilges be drained of fluid, the Contractor shall be responsible for draining and proper disposal of the fluid. The Contractor shall consult with Owner's Representative prior to pumping any fluid from the applicable spaces into dockside tanks, and shall properly dispose of the fluid.

(h) **Interferences / Access**

- (i) The Contractor shall without additional charges to the contract, remove any and all interferences required in order to perform the work specified in each item. The Contractor shall be responsible for identifying all interferences involved in accomplishing required work. This shall include the disassembly and removal of machinery, piping, ducts, cable, wiring, insulation, structures, and anything else which interferes with the proper accomplishment of work. Except as otherwise specified, this does not include relocations made necessary by new installations which physically prevent an interference from being returned to its existing location.

- (ii) The Contractor shall, without additional charges to the contract, be responsible for restoring all interferences to their existing configuration and condition. All damaged or missing fasteners shall be replaced with new fasteners of the same as original. New gaskets, packing and seals shall be installed on all disturbed connections and proved leak free. In place of material that is rendered unsuitable for reinstallation during removal or storage, provide and install new materials which are equal in composition, strength, type, and size as existed prior to removal. All insulation removed or damaged shall be replaced with new insulation. Damaged coatings shall be prepared and painted to match the coating that existed prior to the start of work.
- (iii) The Contractor may, with prior approval (see section 8(h)(iv) below), cut access openings in ship's structure if required to perform work. Such openings shall be limited to those which are essential for access to otherwise inaccessible areas or which greatly improve accessibility for removals or installations.
- (iv) The Contractor shall submit to the Owner's Representative and to the American Bureau of Shipping (ABS), for approval, dimensioned sketches and the proposed location of any proposed access openings prior to accomplishment of the access cut. Generous radii shall be provided at all corners. Also include a description of the eventual restoration configuration, with material and welding details, and a narrative justification for cutting the opening.

(i) **Gas-Free Certification**

- (i) The Contractor shall, without additional charges to the contract, be responsible for identifying and certifying that a safe atmosphere exists in and about a compartment prior to the commencement of any work in accordance with all state and federal regulations. The Contractor shall be responsible for identifying the compartments that require gas-free certification.
- (ii) Whenever compartments must be gas-free, the Contractor shall pump down, open, remove sludge, clean, wipe, ventilate and take all other action required to make the compartments safe for the work to be performed. When requested by the Contractor, and to the extent empty tank space is available, the ship's Engineers will shift fuel as required to facilitate gas-free requirements.

(j) **Coatings**

- (i) All new and disturbed surfaces shall be prepared, primed and coated to match surrounding surfaces and in accordance with the R/V WECOMA Paint Schedule provided as Exhibit 1 of this document.

(k) **Tests and Inspections:**

- (i) All tests and inspections shall be witnessed by both the Contractor's supervisor responsible for the work and the Owner's Representative. A Condition Report shall be prepared to document the results of all tests and inspections.
- (ii) To the extent possible, all tests and inspections shall be scheduled during the normal weekday work shift. Tests and inspections may be scheduled for other times only when necessary to avoid a delay in the contract completion. When necessary to schedule a test or inspection after the normal day shift or on a weekend, the Owner's Representative shall be notified of the test or inspection at least four hours before the end of the last preceding regular work shift.
- (iii) Any and all systems opened for inspection or repair, or disconnected, removed and reinstalled as interferences for other work, shall be tested by Contractor for proper operation as soon as practicable following completion of all work involving each individual system. The ship's crew and Owner's Representative will assist in lining up any ancillary equipment or systems required for such testing.

- (iv) At the completion of all installation, load and operational tests of the newly installed crane shall be performed as specified in Section 9 (g) (xxviii) – (xxix) of the Specification for Construction and Repair. The Contractor shall provide sufficient calibrated weights to perform all specified tests. The ship's Boatswain or other vessel employee designated by the owner will operate the crane.

(l) **Drawings and Manuals**

- (i) All drawings and manuals provided to the Contractor shall be returned to the Owner at completion of dockside work. The reasonable cost of reproducing or obtaining replacements will be deducted from the final payment for any drawings or manuals not returned in accordance with this provision.
- (ii) Owner-Furnished Information (OFI) existing drawings are not "as-built" unless specifically labeled as such. The Contractor shall verify information from the drawings before use in construction.

(m) **Completion of Work**

- (i) The Owner reserves the right to approve any work presented as "complete" by the Contractor prior to authorization of payment.

(n) **Warranties**

- (i) Contractor warrants all labor, workmanship and repairs for a minimum period of 90 days from time of contract completion. Manufacturer's warranties for any equipment installed by Contractor shall pass to Owner.

(o) **Owner-Furnished Material ("OFM")**

- (i) All materials and supplies which are required to accomplish the specified work shall be new, Contractor-supplied materials unless they are identified in section 9(c) of the "Specification for Construction/Repair" below. The items listed in section 9(c) are the only materials which will be Owner-Furnished in association with this work. If an item of material is not listed in section 9(c), it is to be Contractor-provided at no additional cost to the Owner.

9. **Specifications for Construction/Repair**

- (a) This section describes the complete removal of the existing ship's crane, complete installation of a new Owner-furnished crane and all ancillary work required for the new installation.

The existing crane is an Alaska Marine model having a locally-mounted hydraulic power unit (HPU); estimated weight of the entire assembly is 30,000 pounds. Removal will require and include:

- (i) Disconnection and removal of all crane remote control systems and associated wiring (the presently installed LMI will be removed by the Owner prior to the beginning of work.)
- (ii) Draining of entire crane hydraulic system;
- (iii) Dismantling and removal of the existing crane and foundation;
- (iv) Removal of the existing ventilation & support trunk located below the existing crane.
- (v) Installation of the replacement crane will be performed under the supervision of a qualified technical representative provided by the manufacturer (Allied Systems), and will require and include:
- (vi) Fabrication and installation of a new ventilation and support trunk, with necessary modifications to the break deck, supporting structure and ancillary equipment/structures;

- (vii) Relocation of an existing auxiliary HPU in the Winch Room and installation of a remote HPU for the new crane, with necessary modifications to the Winch Room deck and overhead for the relocated and newly installed units;
- (viii) Installation of a remote control panel for the new crane in the 01 Deck control cabin (“Doghouse”);
- (ix) All piping and electrical/electronic wiring to accomplish the above items.
- (x) Weights of all components and materials removed from the ship (50 pounds or greater per item or assembly) and all new material and components installed are to be noted and recorded when craned on/off, with an itemized record provided to the Owner’s Representative both upon complete removal of the existing crane and trunk and upon completion of major installation of new crane and trunk.
- (xi) The tonnage calculations and application for measurement will be provided by the Owner. The Contractor is responsible for following the JMC plans, so that “as-measured” USA regulatory gross tonnage will be less than 300 GRT. Documentation papers will be obtained by the Owner.

(b) **Owner-Furnished Information (“OFI”)**

- (i) JMC Dwg. #107121-185-1, Rev A (Allied Crane Foundation)
- (ii) Allied Crane Dwg. 60926 (Customer’s Installation)
- (iii) Allied Crane Dwg. 60927 (General Arrangement, TB60-70)
- (iv) Allied Crane Dwg. 60979, Rev A (Pedestal Tube)
- (v) Allied Crane SOP 011-21 & 011-23 (Welding Procedures)
- (vi) PBI Dwg. 9250-114-5, Rev D (Structural & Non-Structural Bhds., Plat. Dk. to Main Dk. – Frs. 32-75)
- (vii) PBI Dwg. 9250-114-4, Rev B (Bulkhead Fr. 67 & Bhds. Below Platform Dk. Frames 61-75)
- (viii) PBI Dwg. 9250-111-5, Rev D (01 Deck, Frs. 21-65)
- (ix) PBI Dwg. 9250-107-3, Rev D (Break Deck, Frs. 25-75)
- (x) PBI Dwg. 9250-103-4, Rev C (1<sup>st</sup> Platf., Skeg, Bottom Pl., Shell Expansion Frs. 61-75)
- (xi) PBI Dwg. 9250-101-6, Rev A (Framing Sections Frs. 61-75)
- (xii) Glostn Dwg. 8628-1, Sheet 1 (Structural Mods to R/V WECOMA)
- (xiii) N&S Dwg. 7527-02-3, Sheet 2 (Installation of Pettibone Crane & Deep-Sea Winch)
- (xiv) N&S Dwg. 7527-02-1, Sheets 2 & 4 (Structural Modifications Alternate “A”)

All drawings above will be available as Portable Document Files (PDF) files for potential bidders at the mandatory walk through.

(c) **Owner-Furnished Material: (“OFM”)**

- (i) Allied Marine Crane Model #TB60-70 including HPU, pedestal and controls
- (ii) 3PS Inc. Load Moment Indication/Anti-2-Block system
- (iii) Cable stuffing tubes
- (iv) “Roxtec” piping seals & steel seal rings

(d) **Contractor-Furnished Material: (“CFM”)**

- (i) All materials other than those included in 9(c) above.

(e) **Regulatory Requirements:**

- (i) Refer to section 8(d) (Materials and Workmanship) of the General Provision section.

(f) **Safety Precautions:**

- (i) Lead paint is present on the underside of the break deck (under the insulation on the Winch Room overhead) and may be present elsewhere in the areas specified for work. Cutting, grinding and welding on any surface where lead paint is present must be

performed to appropriate safety standards to avoid hazards to personnel and contamination of other areas of the ship.

- (ii) The insulation used on the Winch Room overhead is not known to be asbestos-containing; however, samples of the insulation will be tested for asbestos by Owner and the test results provided to Contractor prior to commencement of any work. A contingency price for removal of asbestos-containing material in this area should be provided by the bidder based on site visit inspection. (3) Refer to section 8 (f) (Safety, Fire Protection and Cleanliness) of the General Provisions section.

(g) **Statement of Work**

The following statement of work is intended as a general breakdown of work and is not intended to direct the Contractor on how to or in what order to perform the work. The Contractor is responsible for the desired outcome but may use alternate methods with the approval of the Owner's Representative.

- (i) Tag, disconnect and pull back all electrical/electronic wiring from trunking, stuffing tubes and wireways on forward and port sides of ventilation/support trunk located at Frames 63-65. Tag, disconnect and pull back all electrical/electronic wiring in conduit for hydrographic winch (running from winch controller in Winch Room, port side aft, to doghouse via break deck.) A written log shall be created of all wiring disconnected, with a copy provided to Owner's Representative.
- (ii) Drain all hydraulic oil from the existing Alaska Marine crane system and properly dispose of ashore. The hydraulic tank is located behind the operator's station on the crane turntable and has an approximate capacity of 35 gallons US; all piping to the hydraulic system is located on or under the turntable and pedestal. Full system capacity is approximately 60 gallons.
- (iii) Disconnect and remove crane remote control panel and associated wiring from 01 deck doghouse. Crane start/stop switch (also located in doghouse) is not to be disconnected from the motor starter nor removed from its present location.
- (iv) Disconnect and remove all electrical wiring from crane to motor starter. Starter is in a dedicated enclosure located in the forward starboard corner of the Winch Room below the break deck.
- (v) Dismantle the crane down to foundation and remove to pier. Dismantling and removal should be performed in as non-destructive a manner as possible. Contractor should dispose of the crane as surplus under section 2.05 (h) (1) (Disposal of Scrap, Surplus Material and Fluids) of the General Provisions.
- (vi) Empty and clean #10 Fuel Oil Tank located at centerline of Winch Room. Tank must be certified for hot work.
- (vii) Isolate and drain auxiliary ("Morgan") hydraulic power unit located on starboard side of Winch Room. Disconnect and cap all hydraulic lines and electrical/ electronic wiring from unit. Dismount from deck and relocate entire unit forward to approximately Frame 76 on the starboard side of the Winch Room; final location to be determined by Owner's Representative. Four sockets are to be welded into decking for remounting unit. Run new stainless steel hydraulic tubing from present connections to relocated unit; Final connection of tubing to unit is to be via hoses not less than three feet (3') in length, with suitable isolation valves between the tubing and hose connections. Tubing is to be seamless ¾", 0.049" wall, Type 304 ASTM A269 stainless steel. Hoses are to be Parker 305-8 "No-Skive" or equivalent. Add new AW-46 hydraulic oil to bring system back to normal fill level. Reconnect to existing electrical/electronic connections using new wire of equivalent specification to original. All wiring and tubing is to be properly secured and supported to allow for ship's motion and vibration.

- (viii) Remove all existing piping and wiring inside ventilation/support trunk located at Frame 63-65 near centerline on the break deck (piping inside trunk includes four hydraulic lines for the starboard A-frame and auxiliary connections, and one tank vent for hydraulic oil tank located inside #10 starboard FO tank.) Remove axial ventilation fan from trunk and safely stow for reuse. Remove ventilation ducting from base of trunk to heater on starboard side.
- (ix) Cut out and remove entire ventilation trunk from crane foundation to winch room overhead (underside of break deck), including all deck installations except strength members. 01 Deck 'overhang' must be properly supported prior to removal of trunk and throughout installation of new structure and equipment.
- (x) Remove and replace crane foundation on 01 Deck as specified in JMC Drawing #107121-185-1.
- (xi) Remove and replace break deck opening/trunk foundation as specified in JMC Drawing #107121-185-1.
- (xii) Relocate starboard stanchion below trunk foundation as specified in JMC Drawing #107121-185-1.
- (xiii) Crop aft seachest vent (at aft starboard corner of existing trunk location) above and below break deck and above winch room deck. Blank and weld up break deck penetration. Cut new penetration in break deck five inches (5") to starboard of old location and install new vent piping above and below. New piping, new vent terminal and terminal height above Break Deck are to match existing. Lower vertical run of pipe shall correspond to stanchion as relocated in (12) above and be secured to stanchion with appropriate standoffs and clamps. This vent shall meet the requirements of the USCG Load Line Technical Manual, document USCG-M-1-90, Chapter III, page 149 (Airpipes.)
- (xiv) Crop CPP Room exhaust vent (at forward starboard corner of existing trunk location) above and below break deck, and disconnect and remove cut section from outlet of inline blower. Blank and weld up break deck penetration. Cut new penetration in break deck five inches (5") to starboard of old location and install new vent piping above and below to original specifications. Lower section of new piping is to connect to outlet side of inline blower. This vent shall meet the requirements of the USCG Load Line Technical Manual, document USCG-M-1-90, Chapter III, page 149 (Airpipes.)
- (xv) Crop winch electrical conduit (at forward port corner of existing trunk location) above and below break deck. Cut back sufficient conduit above and below to allow for proper alignment of new conduit. Blank and weld up break deck penetration. Cut new penetration in break deck two inches (2") to port and three inches (3") aft of old location and install new conduit to mate with existing.
- (xvi) Cut new break deck penetration, 21" wide (inboard to outboard) and 10" long (fore to aft) for electrical wireway. Aft edge of penetration should be aligned with forward edge of new trunk foundation. Port edge of penetration should be aligned 6" inboard of port edge of new trunk foundation. Corners shall be a minimum of three inch (3") radius. Grind off all sharp edges. (The existing penetration from the old trunk should be used as a guide.)
- (xvii) Fabricate and install new ventilation/support trunk as specified in JMC Drawing #107121-185-1. Prefabrication of the trunk is preferred but not required. Lofting of parts is required. Trunk assembly order shall carefully consider welding access.
- (xviii) Cut five (5) penetrations for "Roxtec" pipe seals on starboard side of new trunk (final locations to be specified by Owner's Representative) and weld in seal rings.
- (ixx) Install axial fan inside trunk as shown in JMC Drawing #107121-185-1. Fabricate and install associated ventilation ducting in stainless steel, 18 gage.
- (xx) Fabricate and weld up external guards for hydraulic connections on port and starboard sides of new trunk. Guards to be constructed of 1/8" steel plate. Final dimensions of guards to be specified by Owner's Representative at construction.

- (xxi) Install new Allied Crane HPU package in Winch Room, starboard side, at former location of Morgan HPU as per Allied specifications. (Final location to be determined by Allied representative and Owner's Representative.)
- (xxii) Install new Allied Crane pedestal and crane as specified in JMC and Allied Crane drawings.
- (xxiii) Fabricate and install hinged, dogged, weathertight steel covers on the two new trunk ventilation openings as specified in JMC drawings. Covers shall meet the requirements of the USCG Load Line Technical Manual, document USCG-M-1-90, Chapter III, page 143 (Ventilators.)
- (xxiv) Install new remote control panel in doghouse per Allied specifications. Owner will install Load Moment Indicator equipment per Allied and 3PS Inc. specifications.
- (xxv) Plumb in all hydraulic connections from HPU to crane per Allied drawings and specifications. Route and connect all electrical wiring to HPU, crane, motor starter and controls per Allied drawings and specifications. Plumb in four (4) hydraulic lines to break deck and hydraulic tank vent through/inside new trunk. Restore all electrical/electronic wiring pulled back in item (1) and all wiring to axial fan. All piping and wiring is to be properly supported to allow for ship's motion and vibration.
- (xxvi) Hydraulic pressure systems affected will be cleaned thoroughly using full turbulent hot oil flushing, to a cleanliness level similar to that present prior to start of construction.
- (xxvii) Paint all new work and disturbed areas as specified in Exhibit 1, R/V WECOMA Paint Schedule.
- (xxviii) When all work is complete, perform a load test on the new crane in accordance with ABS Lifting Appliances Guide, Chapter 3, Section 3, Paragraphs 5.1 through 5.9, "Proof test to Gear as a Unit." Provide certification documentation to the Owner. ABS does not have oversight of lifting equipment on this vessel and will not be involved in the load testing. All load and operational testing will be performed with the Contractor-supplied crane connected "slack-wired" to test loads to prevent damage to the vessel or pier.
- (xxix) Perform operational test on the crane as follows:
  - (a) Using manual control station, raise boom to maximum angle of 80 degrees. Extend boom to maximum length of 70 feet. Slew through 360 degrees. Retract boom to minimum length of 31 feet 10 inches. Lower boom to minimum angle of zero degrees.
  - (b) Repeat tests in "A" using remote control station.
  - (c) Raise boom to 45-degree angle using either control station. Extend boom to 35-foot radius over pier and lift 20,000lb weight 6" off pier; hold weight at this position for 10 minutes. Check all system components for proper operation and integrity.
  - (d) Using whip, raise weight sufficiently to clear any obstructions and slew over after deck. Retract boom to 25-foot radius. Lower boom to 42-foot radius and lower weight to 6" above deck. Hold weight at this position for 10 minutes and re-check all components as in "C".
  - (e) Lower weight to deck and reduce to 10,000lb. Raise weight from deck sufficiently to clear any obstructions and slew over port side perpendicular to vessel. Lower boom to 30-degree angle and extend boom to maximum length of 70 feet. Hold weight at this position for 10 minutes and re-check all components as in "C".

All tests will be conducted with LMI load cell and anti-2-block device installed and active.

**10. Pricing:** Prices are based on Attachment B. Total price change is allowed only for approved cost changes per section 8(b)(i).

11. **AMENDMENTS:** The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of OSU.
12. **CHANGES OR MODIFICATIONS:** Changes, modifications, or variations to any specifications, or additional work beyond that outlined in the specifications in Exhibit 1, may be made only by written Change Order signed by the OSU Marine Superintendent and issued as an Amendment by the RFP and Contract Administrator or their designee. Cost of such Change Order and resulting amendment shall be negotiated prior to the time of issuance of the change order. Contractor shall assume costs for any additional work completed that has not been agreed upon in advance by an authorized Change Order and addendum to the Contract.
13. **INDEPENDENT CONTRACTOR STATUS:** The service or services to be rendered under this Contract are those of an independent contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the services. Contractor is not an officer, employee or agent of OSU as those terms are used in ORS 30.265.
14. **RETIREMENT SYSTEM STATUS:** Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.
15. **GOVERNMENT EMPLOYMENT STATUS:**
- (a) If this payment is to be charged against federal funds, Contractor certifies that it is not currently employed by the federal government.
  - (b) Contractor certifies it is not an employee of OSU.
16. **WAIVER:** Failure of OSU to enforce any provision of this Contract shall not constitute a waiver or relinquishment by OSU of the right to such performance in the future nor of the right to enforce any other provision of this Contract.
17. **ASSIGNMENT/SUBCONTRACT/SUCCESSORS:** Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of PaCS. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable to OSU under the Contract as if no such assignment, transfer, or subcontract had occurred.
18. **SUCCESSORS IN INTEREST:** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective permitted successors and assigns.
19. **COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act, 42 USC §12100 et seq., ORS 659.425 and all regulations and administrative rules established pursuant to those laws. Failure or neglect on the part of Contractor to comply with any or all

such laws, ordinances, rules, and regulations shall not relieve Contractor of these obligations nor of the requirements of this Contract.

**20. PAYMENT OF CONTRACTOR'S OBLIGATIONS:** Contractor agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the provision of the work provided in this Contract; pay all contributions or amounts due the industrial accident insurance provider from such Contractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate OSU official may pay such claim and charge the amount of the payment against funds due or to become due to the Contractor under this Contract. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety, if any, of obligations with respect to any unpaid claims.

**21. SEVERABILITY:** If any provisions of this Contract are declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

**22. INDEMNITY, RESPONSIBILITY FOR DAMAGES:** (a) Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this Contract, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless the State of Oregon, the State Board of Higher Education, OSU, and their officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this Contract. (b) Without limiting the generality of subsection (a), Contractor expressly agrees to defend, indemnify, and hold OSU, the State of Oregon and their agencies, subdivisions, officers, directors, agents, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, including attorneys fees, and damages arising out of or related to any claims that the services or any other tangible or intangible items delivered to OSU by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or OSU's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that OSU shall provide Contractor with prompt written notice of any infringement claim. (c) Contractor shall have control of the defense and settlement of any claim that is subject to subsections (a) or (b); however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

**23. SAFETY AND HEALTH REQUIREMENTS:** Services supplied under this Contract shall comply with all federal Occupational Safety and Health Admin. (OSHA) requirements and with all Oregon safety and health requirements, including those of the State of Oregon Workers' Compensation Division.

**24. ACCESS TO RECORDS:** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of the Contract. The Oregon State Board of Higher Education, Oregon Secretary of State, federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for three years from the date of Contract expiration unless a shorter period is authorized in writing. Contractor is responsible for any audit discrepancies involving deviation from the terms of the Contract and for any commitments or expenditures in excess of amounts authorized by OSU.

**25. WAGE AND HOUR LAWS:** All employers, including Contractor, that employ subject workers, who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

**26. SEXUAL HARASSMENT POLICY:** Contractor shall comply with the Board of Higher Education policies applicable to contractors that prohibit sexual harassment by Contractor and its employees in their interactions with members of the OUS community.

**27. RECYCLABLE PRODUCTS:** Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

**28. INSURANCE TERMS AND CONDITIONS:** Contractor shall commence no work under the Contract until all insurance requirements have been met and a Contract has been issued.

Contractor shall provide an insurance certificate naming OSU and the Oregon University System, their officers, employees and agents as additional insured's in said insurance policy. The insurance certificate shall be received by OSU no later than ten (10) Days after request by PaCS.

- (a) **GENERAL LIABILITY INSURANCE:** Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, General Liability Insurance. Such insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon. Contractual, product, and completed operations liability combined single limit per occurrence shall not be less than \$1,000,000, when applicable. The State of Oregon Acting by and Through the State Board of Higher Education on Behalf of Oregon State University, their officers, employees and agents shall be included as additional insured in said insurance policy.
- (b) **AUTOMOBILE LIABILITY:** Contractor shall obtain, at Contractors expense, and keep in effect during the term of this Contract, Automobile Liability Insurance. Coverage limits shall not be less than \$1,000,000 combined single limit occurrence.
- (c) **SHIP REPAIRER'S LEGAL LIABILITY:** Ship Repairers Legal Liability insurance with limits not less than \$5,000,000 per occurrence.
- (d) **WORKERS' COMPENSATION:** The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, unless such employees are exempt under ORS 656.126.

- (e) **PRIMARY COVERAGE:** Insurance carried by Contractor under this Contract shall be the primary coverage and OSU's insurance is excess and solely for damages or losses for which OSU is responsible.
- (f) **CERTIFICATES OF INSURANCE:** As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to PaCS, upon request. The Certificate(s) will specify all of the parties who are Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from acceptable insurance companies or entities. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.
- (g) **NOTICE OF CANCELLATION OR CHANGE:** There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to PaCS. Any failure to comply with the reporting provisions of this insurance, shall not affect the coverage(s) provided to OSU.

**NOTE:** Contractor shall ensure all subcontractors, comply with insurance requirements. OSU reserves the right to obtain insurance certificates from these entities at any time during the Contract period.

**29. TERMINATION:** This Contract may be terminated at any time by mutual consent of both parties, or by OSU at its discretion. If sufficient funds are not provided in future legislatively approved budgets of OSU (or from applicable federal, state or other sources) to permit OSU, in the exercise of its reasonable administration discretion, to continue this Contract, or if OSU or the program from which this Contract was executed is abolished, OSU may terminate this Contract without further liability upon delivery of notice to Contractor. This Contract may also be terminated by OSU for default (including breach of contract) if (a) Contractor fails to provide services called for by this Contract within the time specified, (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of the Contract in accordance with these terms, and after receipt of written notice from OSU, fails to correct such failures within ten days, (c) Contractor institutes or has instituted against it, insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis, or (d) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract or Contractor has not obtained such license or certificate within fourteen (14) calendar days after OSU's notice or such longer period as OSU may specify in such notice. The rights and remedies of OSU provided in the above clause related to defaults (Including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by or under this Contract.

**30. REMEDIES FOR CONTRACTOR'S DEFAULT:** In the event Contractor is in default under the Section titled "Termination", OSU may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to: (a) rejection of the services, (b) requiring Contractor to correct any defects without charge, (c) negotiation with Contractor to sell the services to OSU at a reduce price, (d) termination of the Contract under the Section titled "Termination", (e) withholding all moneys due for the services Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**31. FORCE MAJEURE:** Neither OSU nor Contractor shall be held responsible for delay or default caused by fire, riot, act of nature, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, OSU's or Contractor's reasonable control. Contractor shall, however,

make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract.

**32. AWARD TO FOREIGN CONTRACTOR:** If the amount of this Contract exceeds \$10,000 and if Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and Secretary of State Corporation Division, all information required by those agencies relative to this Contract. OSU shall withhold final payment under this Contract until Contractor has met this requirement.

**33. GOVERNING LAW:** This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, or suit between OSU and Contractor that arises out of or relates to performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Marion, for the State of Oregon. Provided, however that if any such claim, action, or suit may be brought only in federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor hereby consents to the in personam jurisdiction of said courts.

**34. PAYMENTS:**

- (a) Applications for partial payment may be made, as agreed in writing by OSU and the Contractor, when all work through item 9 (g)(xvii) has been completed or when the project is 50% completed. Within 30-45 days after receipt of application for payment for work completed, certified by the Owner's Representative, OSU will make partial payment to the Contractor, but OSU shall retain a sum equal to 5 percent for each application for payment. Said amount may be retained for the benefit of OSU including any claims, liquidated damages or correction of deficiencies for a period of thirty days following the final acceptance of the completed work by the Contractor.
- (b) No payment made shall be evidence of the performance of the Contract, either wholly or in part, against the claim of OSU to the contrary, and no payment shall be construed to be an acceptance of any defective work.
- (c) OSU may withhold or on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect OSU from loss or damage including but not limited to:
  - (i) Defective work not remedied.
  - (ii) Repair of any damage to the vessel, its structure, machinery, fittings or equipment caused by the Contractor, its employee's, suppliers, vendors, subcontractors or their employees during the course of performing the work under this Contract whether or not as a result of work under this Contract.
  - (iii) A reasonable doubt that work under the Contract can be completed for the balance unpaid.

When the grounds are removed, payment shall be made for any amounts withheld in addition to the 5 percent withheld under Section 28. A. above.

**35. FINAL PAYMENT:** Submission of the final payment by OSU shall represent a release to OSU of all claims and all liability to the Contractor for all work performed under the Contract. No payment, however, final or otherwise, shall represent release of the Contractor from any obligations under the Contract.

**36. AVAILABILITY OF FUNDS:** OSU certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of the Contract or any extension after the end of the



**ATTACHMENT B**  
**Proposer Pricing**

**PROPOSER:** \_\_\_\_\_

**Total Cost:** \$ \_\_\_\_\_

**Surplus Value of old crane: (\$ \_\_\_\_\_)**

**Total cost to OSU** \$ \_\_\_\_\_

**Cost of contingency noted in 9(f)(ii):** \$ \_\_\_\_\_

ALL BIDS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE REQUEST FOR QUOTE AND ITS ATTACHMENTS AND APPLICABLE OREGON ADMINISTRATIVE RULES.

Name of firm: \_\_\_\_\_ Sales Rep: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: (\_\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_\_) \_\_\_\_\_

F.O.B.: HMSC Newport, OR Terms of Payment: \_\_\_\_\_

Delivery Time after Receipt of Purchase Order: \_\_\_\_\_ Prices Good through: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

(Authorized Signature)

**ATTACHMENT C  
Proposer Certification**

Each Entity must read and comply with the following sections. Failure to do so may result in rejection of offer. By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Entity and that under penalty of perjury the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS**

As required in ORS 305.385(6) the undersigned hereby certifies that to the best of the undersigned's knowledge, the Entity is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber And Forestland Tax), 323 (Cigarettes And Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620. If a Contract is executed, this information will be reported to the Internal Revenue Service under the name and taxpayer I.D. number submitted below. Information not matching IRS records could subject Contractor to 31 percent backup withholding.

**SECTION II. AFFIRMATIVE ACTION**

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to OAR 580-061-0030 (3).

**SECTION III. COMPLIANCE WITH SOLICITATION**

The undersigned agrees and certifies that they:

1. Have read, understands and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions contained herein (including any attachments); and
2. Are an authorized representative of the Entity, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the offer or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the solicitation and the contract; and
4. Will provide/furnish federal employee identification number or social security number with offer.

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

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

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number :(\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

FEIN ID# or SSN# (required): \_\_\_\_\_

Construction Contractors Board (CCB) License Number (if applicable): \_\_\_\_\_

Business Designation (check one):

- Corporation     Partnership     Sole Proprietorship     Non-Profit     Limited Liability Company

Minority, Women & Emerging Small Business (MWESB) Certified Firm:     Yes     No

If yes, Minority, Women & Emerging Small Business (MWESB) Certification Number: \_\_\_\_\_

**ATTACHMENT D**  
**Proposer Information Sheet**

**PROPOSER:** \_\_\_\_\_

**CONTRACT CONTACT INFORMATION**

POINT OF CONTACT: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE ZIP: \_\_\_\_\_

**ACCOUNTING CONTACT INFORMATION**

POINT OF CONTACT: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

REMITTANCE ADDRESS: \_\_\_\_\_

CITY, STATE ZIP: \_\_\_\_\_

**ATTACHMENT E**  
**Reference Sheet**

Each Proposer must submit the following information as required in the Request for Proposal.

**PROPOSER:** \_\_\_\_\_

REFERENCE FIRM #1

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

POINT OF CONTACT AT REFERENCE FIRM: \_\_\_\_\_

PHONE NUMBER OF CONTACT: \_\_\_\_\_

SCOPE OF SERVICES PROVIDED: \_\_\_\_\_

\_\_\_\_\_

REFERENCE FIRM #2

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

POINT OF CONTACT AT REFERENCE FIRM: \_\_\_\_\_

PHONE NUMBER OF CONTACT: \_\_\_\_\_

SCOPE OF SERVICES PROVIDED: \_\_\_\_\_

\_\_\_\_\_

REFERENCE FIRM #3

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

POINT OF CONTACT AT REFERENCE FIRM: \_\_\_\_\_

PHONE NUMBER OF CONTACT: \_\_\_\_\_

SCOPE OF SERVICES PROVIDED: \_\_\_\_\_

\_\_\_\_\_

## Exhibit 1

# **R/V WECOMA Paint Schedule**

**Revision K (by OSU): 19 August 2009**

AS BUILT (Mid-Life Conversion)  
Jensen Maritime Consulting  
Document No. 93202-800-2  
Original Issue: 10 December 1993

Revision A: 14 Dec 93 (JMC)  
Revision B: 04 Jan 94 (JMC)  
Revision C: 27 Jan 94 (JMC)  
Revision D: 01 Jul 96 (OSU)  
Revision E: 27 Aug 98 (OSU)  
Revision F: 15 Mar 01 (OSU)  
Revision G: 22 May 03 (OSU)  
Revision H: 17 May 04 (OSU)  
Revision I: 18 Apr 05 (OSU)  
Revision J: 23 Jun 08 (OSU)

## **INTRODUCTION**

The purpose of this schedule is to document the material and techniques to be used for painting the vessel. All new and existing steel damaged or disturbed by the work shall receive a full coating system as described below.

### **GENERAL SURFACE PREPARATION NOTES**

Coating performance is proportional to the degree of surface preparation. All steel surfaces shall be smooth, dry and cleaned to the degree specified in this schedule. Surfaces must be free of contaminants including salt deposits, weld spatter and flux before coatings are applied.

Application temperatures are critical to the performance of many coatings. Both ambient air temperature and surface temperature of the areas to be painted shall be checked against manufacturer's specifications prior to application.

Sandblasted surfaces shall receive the first coat of paint before surface rust can form or the cleaned surface can be contaminated. Should a sandblasted surface be left uncoated overnight, then it will be necessary to sandsweep and "brighten up" this surface before the application of the first coat of paint.

Unless otherwise specified, interior welds may be hand-cleaned using power wire brush, sanding disk, needle scaler or other Owner-approved method.

Prior to vessel delivery, any areas where scorched, blistered or otherwise damaged coatings exist shall be cleaned and recoated as originally specified, with adequate curing time allowed prior to re-floating of the vessel.

### **PAINT SPECIFICATIONS**

All coatings (thicknesses and materials) and surface preparations shall be in accordance with the following schedules and applied in accordance with the manufacturer's instructions. Owner's Representative can provide copies of these instructions upon request, or they can be viewed on the World Wide Web at <http://ppgamercoatus.ppgpmc.com/products/>. Where "Amercoat", "Amerlock", "ABC", "Prep 88" or "PSX" is listed in the schedule, it indicates the product of PPG Amercoat, a division of PPG Industries. No substitution of other products is to be made without written authorization from Owner's Representative.

### **New or Bare Steel Below Waterline:**

Surface Preparation: SSPC-SP-6 (Commercial Blast)

First Coat: Amerlock Sealer  
1.5 mil DFT

(Note: When plates and shapes are welded in place, overcoat welds with Amercoat 235 to a minimum of 5.0-6.0 mils DFT. Maximum re-coat window is 30 days.)

Second Coat: Amercoat 235, Black  
5-6 mils DFT

Third Coat: Amercoat 235, Red  
5-6 mils DFT

Fourth Coat: ABC3 Anti-Fouling, Black  
3-4 mils DFT

Fifth Coat: ABC3 Anti-Fouling, Black  
3-4 mils DFT

### **Existing Hull Below Waterline:**

Surface Preparation: Corroded/mechanically damaged areas: spot-blast to SSPC-SP-6 (Commercial Blast). Square off areas & feather all edges.

"Barnacle feet"/calcium deposit areas: Sandsweep, or water blast at 5,000psi minimum, to SSPC-SP-7 (Brush-Off Blast). Feather all edges.

Treat all surfaces with Prep 88 cleaner, followed by a second pressure wash with fresh water. (Note: If surfaces are hot, pre-wet before application of Prep 88 cleaner. Insure all cleaner is removed from the surface prior to "First Coat".)

First Coat: Spot-coat Amercoat 235, Black  
5-6 mils DFT

Remove all dust by water washing before second coat.

Second Coat: Spot-coat Amercoat 235, Red  
5-6 mils DFT

Third Coat: ABC3 Anti-Fouling, Black  
3-4 mils DFT

Fourth Coat: ABC3 Anti-Fouling, Red  
3-4 mils DFT

**Exterior Steel Structure & Hull Above Waterline:**

Surface Preparation: SSPC-SP-10 (Near-White Blast)

Holding Coat: Spot-coat Amercoat 235, Gray  
5-6 mils DFT  
Remove all dust by water washing before second coat.

Second Coat: Amercoat 235, Off-White  
6-8 mils DFT

Third Coat: Amercoat 229, White  
2-3 mils DFT

Fourth Coat: Amercoat 229, White  
2-3 mils DFT

(Note: Interior steel behind insulation receives First and Second coats only. Interior steel exposed to view receives all four coats, with color for Third and Fourth coat to be specified by Owner's Representative.)

**Stacks:**

Surface Preparation: SSPC-SP-10 (Near-White Blast)

Holding Coat: Spot-coat Amercoat 235, Buff  
5-6 mils DFT  
Remove all dust by water washing before second coat.

Second Coat: Amercoat 235, Haze Gray  
6-8 mils DFT

Third Coat: Amerlock II, White  
1.5-2 mils DFT

Banding: Amerlock II, Black  
1.5-2 mils DFT  
and  
Amerlock II, Custom Tinted to Pantone Shade #166(Owner Furnished)

**New Exterior Steel Decks and House Tops:**

Surface Preparation: SSPC-SP-10 (Near-White Blast)

Holding Coat: Amerlock Sealer  
1.5 mils DFT

Second Coat: Amercoat 238, Red  
5-6 mils DFT

Third Coat: Amercoat 237M Non-Skid, Haze Gray  
Practical spread rate of 100 square feet<sup>2</sup> per gallon.

### **Existing Exterior Steel Decks:**

Surface Preparation: SSPC-SP-6 (Commercial Blast)  
Blow down entire surface to remove any dust/dirt prior to coating.

First Coat: Amercoat 235, Black  
5-6 mils DFT

Second Coat: Amercoat 237M Non-Skid, Haze Gray  
Practical spread rate of 80 square feet per gallon. Apply via spray or roller.

(Note: Approximately twenty-four (24) hours should elapse from Second Coat application prior to allowing any traffic on the coated decks.)

### **Existing Topsides – Waterline to Top of Bulwark:**

#### **(TOUCH-UP ONLY)**

Surface Preparation: SSPC-SP-6 (Commercial Blast)

First Coat: Amercoat 235, Red  
5-6 mils DFT

Second Coat: Amercoat 235, White  
5-6 mils DFT

Third Coat: Amercoat 229, White  
2-3 mils DFT

### **Mast Banding:**

Holding Coat: Spot-coat Amercoat 235, Gray  
5-6 mils DFT  
Remove all dust by water washing before second coat.

Second Coat: Amercoat 235, Off-White  
6-8 mils DFT

Third Coat: Amerlock 2, Pantone 166 (“OSU Orange”)  
6-8 mils DFT

### **Mast Top:**

Holding Coat: Spot-coat Amercoat 235, Gray  
5-6 mils DFT  
Remove all dust by water washing before second coat.

Second Coat: Amercoat 235, Off-White  
6-8 mils DFT

Third Coat: Amercoat 229, Black  
6-8 mils DFT per coat

**Winches & A-Frames:**

Surface Preparation: SSPC-SP-3 (Hand Tool Clean)  
Spot Prime: Corroseal  
First Coat: Amercoat 235, Red  
6-8 mils DFT  
Second Coat: Amercoat 229, Haze Gray  
6-8 mils DFT

**Crane Foundation, Platform, Rails & Boom:**

Surface Preparation: SSPC-SP-10 (Near-White Blast)  
First Coat: Amercoat 235, Red  
6-8 mils DFT  
Second Coat: Amercoat 229, Black  
6-8 mils DFT

**Crane Boom Tip:**

Surface Preparation: SSPC-SP-10 (Near-White Blast)  
First Coat: Amercoat 235, Red  
6-8 mils DFT  
Second Coat: Amercoat 229, White  
6-8 mils DFT

**Anchors & Chain:**

Surface Preparation: SSPC-SP6 (Commercial Blast)  
First Coat: Amercoat 235, Red  
4-6 mils DFT  
Second Coat: Amercoat 235, Black  
4-6 mils DFT

**Hawsepipes & Spill Pipes:**

Surface Preparation: SSPC-SP-6 (Commercial Blast)  
First Coat: Amercoat 235, Black  
6-8 mils DFT

**Chain Lockers:**

First Coat: Spot coat Amercoat 235, Gray  
1-2 mils DFT

Second Coat: Amercoat 235, Buff  
6-8 mils DFT

Third Coat: Amercoat 235, White  
6-8 mils DFT

**Muffler Room Interior & Equipment**

Surface Preparation: SSPC-SP-3 (Hand Tool Clean)

First Coat: Amercoat 235, Gray  
4-6 mils DFT

Second Coat: Amercoat 5450, Buff  
1.5-2 mils DFT

Third Coat: Amercoat 5450, Buff  
1.5-2 mils DFT

**Seachest Crossover Pipe:**

**Interior:**

Surface Preparation: Sandsweep or high-pressure water blast (30,000 psi minimum) to SSPC-SP-7 (Brush-Off Blast).

First Coat: Amercoat 235, Red  
4 mils DFT

Second Coat: Amercoat 235, White  
4 mils DFT

Third Coat: ABC3 Anti-Fouling, Black  
3-4 mils DFT

**Exterior:**

Surface Preparation: SSPC-SP-2 (Hand Tool Cleaning)

First Coat: Amercoat 235, Red  
4 mils DFT

Second Coat: Amercoat 235, Red  
4 mils DFT

**Void Preservation:**

**Includes:** Void between Frames 7 and 9 below bow thruster  
Rudder nozzle and vertical fin  
Skeg shoe piece  
Exterior hull rub rails P/S  
Aft seachest

First Coat: Float-Coat

**Potable Water Tanks:**

Surface Preparation: Spot-blast any areas of evident corrosion to SSPC-SP-10 (Near-White Blast).

First Coat: Spot-coat, Amercoat 240, Buff  
4-8 mils DFT

Second Coat: Amercoat 240, Off-White  
4-8 mils DFT

**Sewage Tanks:**

Surface Preparation: SSPC-SP-10 (Near-White Blast)

First Coat: Amercoat 240, Blue  
4-8 mils DFT

Second Coat: Amercoat 240, White  
4-8 mils DFT

**Forepeak & Ballast Tanks:**

Surface Preparation: Spot-blast any areas of evident corrosion to SSPC-SP-10 (Near-White Blast).

First Coat: Spot-coat, Amercoat 235, Red  
1 mil DFT

Second Coat: Amercoat 235, Buff  
6-8 mils DFT

Third Coat: Amercoat 235, White  
6-8 mils DFT

(Note: All surfaces to be cleaned with Amercoat Prep 88 prior to application of Third Coat.)

**Transducer Well:**

Surface Preparation: SSPC-SP6 (Commercial Blast)  
First Coat: Amercoat 235, Red  
5-6 mils DFT  
Second Coat: Amercoat 235, White  
5-6 mils DFT

**Deck Drains IWO Showers & Heads in Lower Berthing Area:**

Surface Preparation: SSPC-SP2 (Hand Tool Cleaning)  
First Coat: Spot-coat, Amercoat 235, Buff  
6-8 mils DFT  
Second Coat: Amercoat 235, Red  
6-8 mils DFT

**Paint Repairs IWO Tank Level Indicators:**

Surface Preparation: SSPC-SP2 (Hand Tool Cleaning)  
First Coat: Spot-coat, Amercoat 235, Buff  
6-8 mils DFT  
Second Coat: Spot-coat, Amercoat 235, White  
6-8 mils DFT

**Wood Brightwork:**

Surface Preparation: Sand to smooth finish.  
Repeat between each intermediate coat.  
Coating: International or equal Marine Spar Varnish, Gloss, three (3) coats.  
Final Finish: Rub to stain finish with fine steel wool and linseed oil.

## Exhibit 2

### List of Standard Abbreviations

A/C	- Air Conditioning	OFI	- Owner-Furnished Information
ABS	- American Bureau of Shipping	OFM	- Owner-Furnished Material
Amp	- amperes	OD	- Outside Diameter
bio.	- Biologic	OSU	- Oregon State University
C/L	- Centerline	P/S	- Port and Starboard
CFM	- Contractor-Furnished Material	PBI	- Peterson Builders, Inc. (Builder's drawings)
CFR	- Code of Federal or Condition Found Report (depending on context)	PBX	- Private Branch Exchange
cond	- Condenser	psi	- Pounds per Square Inch (gage unless specified otherwise)
CPN	- Critical Path Network	REL	- Rodney E. Lay & Associates (mid-life design drawings)
CP(P)	- Controllable Pitch (Propeller)	Rev.	- Revision
DFT	- Dry Film Thickness	RFP	- Request for Proposal
eng	- Engine	Rm	- Room
ER	- Engine Room	scfm	- Standard cubic feet per minute
evap	- Evaporator	Schd	- Schedule (pipe wall thickness)
Fr	- Frame	SS	- "Stainless Steel" (Type 316 unless otherwise specified or Ship's Service (depending on context))
ft.	- Foot	SSPC-SP	- Steel Structures Painting Council-Surface Preparation (standards & specifications for painting)
gal(s)	- Gallon(s)	St. Rm.	- State Room
gen.	- Generator	Stbd.	- Starboard
GPM	- Gallon per Minute	UT	- Ultrasonic Testing
GRT	- Gross Registered Tons/Tonnage	VAC	- Volts, Alternating Current
GS	- General Service	VDC	- Volts, Direct Current
GT	- Gross Tons	W.G.	- White Gill (Elliott Turbomachinery/ Tees Machinery Co.)
H&K	- Hatch & Kirk (Diesel Engine Parts)	WT	- Water Tight (bulkhead)
Hz	- Hertz (cycles per second)		
ID	- Inside Diameter		
in	- inch		
IPS	- Internal Pipe Size		
JMC	- Jensen Maritime Consultants		
lb.	- Pound		
LT	- Long Ton (2240 pounds)		
M/N	- Model Number		
Mfr	- Manufacturer		
mil(s)	- 0.001"		
MSD	- Marine Sanitation Device		
N&S	- Nickum & Spaulding (outfitter's drawings)		
NDT	- Non-destructive Testing		
No.	- Number		
NOAA	- National Oceanic and Atmospheric Administration		
NPT	- National Pipe Thread		

