



RFP CGP102315

ADDENDUM #1

November 3, 2015

To: All Prospective Respondents

From: Cathleen G. Paquette
Purchasing Agent

All participants are hereby advised of the following amendments to the subject Request for Proposal which are made an integral part of the documents. Respondents are required to acknowledge receipt of the addendum in the space provided on the Form of Proposal.

The RFP schedule as presented in Section 6.1 and referenced elsewhere in the document, is adjusted as follows:

RFP Schedule	DUE DATES
Written Inquiries from RFP Participants	11/9/2015
Proposal Due Date and Time	11/16/2015 @ 2:00 PM (local)

Please direct all questions to me at cathleen.paquette@uconn.edu .



REQUEST FOR PROPOSAL

Charter Research Vessel

RFP# CGP102315

Proposal Release Date

October 23, 2015

Proposal Due Date

November 9, 2015 @ 2:00 PM (EDT)

Buyer: Cathleen G. Paquette
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1.0 Introduction

The Northeast Underwater Research Technology and Education Center (NURTEC) at the University of Connecticut (UConn) is seeking to charter a vessel to support a priority research project to map and classify underwater habitats within the Glacier Bay National Park and Preserve (GBNP) in Alaska, USA using both remotely operated vehicle (ROV) and SCUBA techniques. This project is being directed by the Chief Scientist, Dr. Rhian Waller of the University of Maine, with funding provided by NOAA's Office of Ocean Exploration and Research. The selected vessel will be required to support daytime SCUBA dive operations on a, more or less, 12 hour basis, with the remaining 12 hours being dedicated to providing support for the operation of an ROV system to optically image the sea floor and collect specimens for shipboard and laboratory analyses.

2.0 Background - About UConn

The University is a Land, Sea, and Space Grant consortium institution which occupies over 4302 acres, enrolls over 30,450 students, and produces over 7,600 undergraduate, graduate, and professional degrees annually. The main campus is located in Storrs, Connecticut and regional campuses are located in the following Connecticut towns: Avery Point, Hartford, Stamford, Torrington, Waterbury, and West Hartford. Detailed University demographics are available via the following link: [2015 Fact Sheet](#).

3.0 Standard RFP Requirements

3.1 Definitions

- 3.1.1 "Request for Proposals (RFP)" means all documents, whether attached or incorporated by reference, utilized for soliciting proposals. Awards made as a result of an RFP shall be based upon "Competitive Negotiation".
- 3.1.2 "Competitive negotiation" means a procedure for contracting for supplies, materials, equipment or contractual services, in which proposals are solicited from qualified suppliers by a request for proposals, and changes may be negotiated in proposals and prices after being submitted.
- 3.1.3 "Addenda" means written and/or graphic instructions issued by the University subsequent to the receipt of proposals that modify or interpret the Request for Proposal documents by addition, deletions, clarification, or corrections.
- 3.1.4 "Proposer" means a person, firm or corporation submitting a proposal in response to a Request for Proposal.
- 3.1.5 "Contractor" means any business that is awarded, or is a subcontractor under, a contract or an amendment to a contract with a state contracting agency under statutes and regulations concerning procurement, including, but not limited to, a small contractor, minority business enterprise, an individual with a disability, as defined in section 4a-60, or an organization providing products and services by persons with disabilities.
- 3.1.6 "Informal communications" means any communication method other than written emails to the Point of Contact Person identified for this RFP.

- 3.1.7 “Non-Acceptance of Proposal” means another proposal was deemed more advantageous to the University or that all proposals were rejected.
- 3.1.8 “Offer” or “Proposal” means the Proposer’s response to this Request for Proposal.
- 3.1.9 “Services” shall mean all services described within the scope of this RFP.
- 3.1.10 “Agreement” shall mean the contract issued as a result of this Request for Proposal.
- 3.1.11 “Contract” may be a formal document signed by both parties or a purchase order.
- 3.1.12 “CT-based Businesses” shall be a firm that is: (i) a business entity organized, headquartered and operating in the State of Connecticut for at least one year prior to the date of bid submission; or (ii) a business entity that is authorized to do business in Connecticut, maintains an operating location in Connecticut, and has generated over 50% of its annual gross revenues each year, over the past five (5) years prior to the date of bid submission, from work on projects located in Connecticut.
- 3.1.13 “Joint Venture” in this sourcing context refers to firms that may have familiarity within particular areas but may not be subject matter experts in all necessary areas; therefore, the University welcomes joint venture proposals. Please see paragraph 3.13 for specific requirement(s) related to joint venture proposals.
- 3.1.14 “SBE/MBE Firm” shall refer to a certified Small Business Enterprise/Minority Business Enterprise firm that meets the qualifications as determined by legislation, Connecticut General Statute 4a-60g (Supplier Diversity Statute) as amended by Public Act 11-229.
- 3.1.15 “University” or “UConn” or a pronoun used in its place shall mean the University of Connecticut main campus at Storrs, Connecticut as well as its five regional campuses and the Cooperative Extension Offices.
- 3.1.16 “UConn Health” or “UCH” shall mean University of Connecticut Health and its affiliates.
- 3.2 Proposal Understanding: Proposers must demonstrate: an understanding of the statement of work (SOW), the ability to accomplish the tasks set forth; and must include information that will enable the University to determine the proposer's overall qualifications.
- 3.3 Rendering of Products and Services: Each Proposer must respond to, and be capable of, supplying all products and services outlined in the RFP specification.
- 3.4 Expiration of Proposals: Proposals shall remain in effect from the RFP due date and time for a minimum period of 180 days.
- 3.5 RFP Acceptance/Rejection: The University reserves the right to cancel this solicitation, to reject any or all proposals received (or any part thereof without penalty), to waive informalities or irregularities and to award a contract not based solely on the lowest cost, but based on a Proposal which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is most advantageous to the University. Firms subject to Non-Acceptance of Proposal shall be notified after a binding contractual agreement between the University and the selected Proposer exists or after the University has rejected all proposals.

- 3.6 Modified Proposals: Modified proposals may be submitted up to the due date and time designated for receipt of proposals provided they conform to these terms and conditions.
- 3.7 Pricing: Proposers must complete all pricing information specified in Appendix B.
- 3.8 Sales Tax Exemption: In accordance Conn. Gen. Stat. §12-412(1)(A), the University is exempt from local, state, and federal excise taxes.
- 3.9 Independent Price Determination: Proposer warrants, represents, and certifies that:
- 3.9.1 The proposed costs have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
- 3.9.2 Unless otherwise required by law, the proposed costs have not been knowingly disclosed by the Proposer on a prior basis directly or indirectly to any other.
- 3.9.3 No attempt has been made, or will be made, by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- 3.10 Review of References: The Proposer is required to provide references for projects of comparable size and scope as to this request as directed in Appendix D, item 4. The University is particularly interested in references that are research institutions of higher education.
- 3.11 Good Faith Negotiation: If the University and selected Proposer(s) are unable to reach a mutually agreeable contract, the University reserves the right to abandon negotiations and commence negotiations with the second highest ranked Proposer. The University will be the sole judge of the suitability of the proposed Agreement(s).
- 3.12 Incorporation of Proposal: Proposals submitted in response to this RFP may, at the University's option, be incorporated into the executed contract.
- 3.13 Proposal Preparation: The University will assume no cost for proposal preparation and/or submission. All costs will be borne at Proposer's expense.
- 3.14 Confidential Information: The University treats Proposals as confidential until after the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. If a Proposer wishes to supply any information, which it believes is exempt from disclosure under the Act, said Proposer should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the Proposer's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the Proposer in connection with its proposal.

- 3.15 Freedom of Information: While the University may be willing to agree not to disclose the information proactively, the University is subject to the Connecticut Freedom of Information Act, found in Chapter 14 of the Connecticut General Statutes, which may require disclosure, should the document be requested with limited exceptions. Two such exceptions that might apply are as follows: (1) Conn. Gen. Stat. sec. 1-210(b)(24) permits the University to withhold records related to the procurement process while bidding and contract negotiations are underway (this moratorium is temporary and lasts only until the contract has been executed or negotiations are abandoned); and Conn. Gen. Stat. sec. 1-210(b)(5) permits the University to withhold records in its possession in the event they contain trade secrets (or really any intellectual property). In the event that the University determines that Conn. Gen. Stat. sec. 1-210(b)(5) may apply to a given request for the records in question, the responsibility to substantiate claims that said would reveal trade secrets and meet the exemption requirements to would need to be borne by the owner of said trade secrets, not the University. Further, if the entity seeking access to the documents challenges the University's withholding of the document, said owner may be required to prove at the Freedom of Information Commission and/or in a Court of Law, that the release of said trade secrets would be harmful to the owner of the intellectual property or properties in question.
- 3.16 Conflict of Interest: The Proposer shall disclose and identify to the University, with its proposal, any relationships, which may constitute a potential conflict of interest with the University of Connecticut Purchasing Department, or any other University organizations or departments for the purpose of determining whether a conflict of interest exists. All such disclosures require acceptance/approval action on the part of the University, who shall determine, in its sole discretion, whether an impermissible conflict exists.
- 3.17 Ethics and Compliance Reporting/Whistleblower Protection: The University Office of Audit, Compliance, and Ethics is responsible for handling anonymous ethics and compliance reporting. Any person who is aware of unethical practices, fraud, violation of state laws or regulations, or other concerns relating to University policies and procedures can report such matters anonymously using the information provided on their website.
- 3.18 Corporate Social Responsibility: In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the University requires all Vendors to adhere to the "[Vendor Code of Conduct](#)" policy.
- 3.19 Minor Defects: If, during the solicitation and/or evaluation process, the University determines that a particular mandatory requirement may be modified or waived and still allow the University to obtain goods/services that substantially meet the intent of this RFP, the mandatory requirement will be modified or waived for all proposers, and all proposals will be re-evaluated in light of the change.

- 3.20 Notification of RFP Status: Upon completion of the RFP review process, all Proposers will receive a RFP status notification. This notification covers three outcomes: No Further Consideration, Selected to Short List, or Intent to Award.
- 3.21 Debriefing: Requests for debriefing by Proposer will be accommodated upon request.
- 3.22 OSHA Compliance: All items to be furnished shall meet all applicable local, state, and federal requirements of the Occupational Safety and Health Act. If any at any time, items or services covered under this RFP become non-compliant with applicable law, the Proposer or Contractor shall notify the University's Director of Procurement Services immediately by registered mail.
- 3.23 Advertising/Licensed Merchandise/Sponsorship Opportunities: The Proposer agrees, unless specifically authorized in writing by the University, that it shall have no right to use the University's name, seal, mark of any kind including logos and its officials and/or employees in any advertising, publicity, or promotion including, but not limited to, any expression or implication of endorsement by the University.
- 3.24 Award: A contract will be awarded to the Proposer whose proposal IS deemed to be the most advantageous to the University, in accordance with the criteria set forth within the RFP, taking into account the quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, warranty and financial responsibility.
- 3.24.1 The University may:
- 3.24.1.1 reject the proposal of any Proposer who is in default of any prior contract or is guilty of misrepresentation or any Proposer with a member of its firm in default or guilty of misrepresentation.
 - 3.24.1.2 correct inaccurate awards resulting from clerical or administrative errors in accordance with and pursuant to the Regulations of Connecticut State Agencies.
 - 3.24.1.3 make an award contingent upon the successful Proposer's execution of the applicable required State of Connecticut certifications and affidavits.
 - 3.24.1.4 award by item, groups of items or total bid; to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the University will be served.
- 3.25 Exceptions to Standard RFP and/or Contract Terms and Conditions: All exceptions and/or alternates must be outlined in Appendix A – Specifications Matrix.

4.0 Scope of Work

4.1 Period of Performance & Port Locations

- 4.1.1 The planned period of performance for this work includes up to twenty six (26) days of vessel charter in early March to early April of 2016 as environmental and operational constraints require science operations, within GBNP, to be concluded by the first week of April. This proposed period of 25 days is inclusive of 1) ROV mobilization (3 days); 2) transit to Juneau, AK (up to 4 days); 3) science operations (13 days); 4) return transit from Juneau, AK (up to 4 days); 5) and ROV demobilization (1 day). Juneau, AK is being suggested as the “local” port for mobilization and demobilization of SCUBA equipment and science party for its proximity to GBNP, although alternative ports will be considered (e.g. Sitka, Ketchikan, etc.) A 26th day should be planned for per Section 4.1.3 below.
- 4.1.2 Also, as ROV equipment will be mobilized and demobilized at the beginning and end of this charter, it is required that a single main port of embarkation/debarkation be chosen, being no greater than a 4 day transit to and from Juneau, AK (or similar) and being easily accessible via over-the-road transportation for a tractor and trailer shipment originating in Connecticut. Additionally, this pier facility must have adequate access and space to support general mobilization activities with a fork truck or similar, while being capable of accommodating a shore-side crane of no less than 40-tons in size with space to position and lift a 20’ ISO container of 12,000lbs from the pier to the deck of the chosen vessel.
- 4.1.3 An additional day of vessel charter should also be included in the final vessel schedule as the funding agency (NOAA) may contract separately for an in-port education day to take place at the conclusion of at-sea operations.
- 4.1.4 Based on these timing considerations, a preferred “basic” schedule for this charter would be as follows:
- March 14-16 ~ In-Port ROV Mobilization
March 17-20 ~ Transit to Juneau, AK
March 20-April 2 ~ at-sea operations
April 3 ~ Education in-port day (Juneau, AK)
April 4-7 ~ Return Transit from Juneau, AK
April 8 ~ In-Port ROV Demobilization

4.2 Cruise Operations

- 4.2.1 Prior to the commencement of the cruise, the vessel shall be made available to UConn personnel and scientific staff, on mutually-agreed upon date(s), to inspect the vessel and to meet with the Master and/or owners. ROV equipment and a four (4) person ROV team will plan to arrive at the designated port of embarkation no less than four days prior to the planned date of departure to commence with initial loading and integration of all ROV equipment on the charter vessel. The ROV team will not require accommodations on the vessel until the day of departure. Approximately three (3) days of loading and integration will be required prior to vessel departure for Juneau, AK (or similar). Vessel on-load will require shore-side fork truck and crane support which will

be the responsibility of UConn unless provided for within the mobilization/demobilization day rate for the charter vessel. Vessel support in the way of vessel crew and crane (or similar lifting equipment), will be required to assist in loading, securing and integrating ROV equipment on the charter vessel. The four person team will be the only members of the science party riding the vessel between the port of embarkation and the “local” port of Juneau, AK (or similar).

- 4.2.2 Upon arrival in Juneau, AK, loading of the remaining science party members and their equipment will commence, requiring no more than 4 hours prior to departure for GBNP. As limited time will be required at this intermediate port, the vessel shall be prepared with the necessary fuel, food, water and crew to conduct the full cruise of at least twenty three (23) days in duration.
- 4.2.3 The first day of science operations in GBNP will be dedicated to daylight ROV operations for the purpose of performing test dives of the ROV system and operations training for the vessel crew. This “training day” will include an overview of safety protocols, ROV launch and recovery operations and ROV dive operations meant to fine tune the joint procedures of ROV and vessel required to ensure safe and effective dives in support of this project.
- 4.2.4 The remaining 12 days of science operations will commence the following day, with around the clock SCUBA and ROV operations. All science dive operations will be conducted within the waters of GBNP with primary concentration focused within the East Arm, West Arm, Central Fjord region, and outer coast, if weather and seas permit. SCUBA operations will be conducted during daylight hours with the vessel being responsible for the provision and operation of a suitable small boat (e.g. Boston Whaler, Zodiac or similar). A five (5) person SCUBA team including two (2) sets of divers (buddy pair & one spare diver) will conduct approximately 2-3 dives per day and will be responsible for the provision, maintenance and operation of SCUBA equipment. On-deck fresh water hose will be required for rinsing dive gear and heated wet lab space (or similar) will be required for storing and drying this gear between dives.
- 4.2.5 Initially, ROV operations will be conducted during the remaining 12 hours of each day with plans for conducting either two shorter dives (e.g. 5 hours) or one long (e.g. 10 hour) dive per day. ROV operations may be shifted to daylight hours if planned SCUBA operations are completed early or other factors warrant the schedule shift. During ROV operations, vessel deck personnel will be required to assist with ROV pre-dive preparations, launch & recovery, and the securing of systems in between dives or at the conclusion of dives as required. As the ROV will be configured with a flying tether of approximately 150’ in length, these night dives will require the vessel to keep station within an approximate 200’ diameter watch circle, with occasional slow maneuvers to follow the ROV as it performs bottom survey transects at a speed of between $\frac{1}{4}$ to $\frac{1}{2}$ knots. An integrated navigation system (INS) display will be provided to the bridge to enable the vessel operators to see the location, heading and other aspects of the ROV relative to similar information for the support vessel in real time. This INS display is critical in facilitating communications between ROV operators and the bridge and in keeping the vessel within close proximity of the ROV during dive operations.

- 4.2.6 In addition to the provision of support for SCUBA and ROV operations, the chartered vessel will be required to supply a winch and J-frame, or similar lifting equipment, to support the deployment of a science-supplied plankton pump sampling system (not greater than 100 pounds) between SCUBA dives each day. This system requires no external power or communications in its operations. Additionally, a vessel supplied CTD is desirable but not a requirement of this charter.
- 4.2.7 At the conclusion of science operations the vessel will return to the “local” port of Juneau, AK where it is being proposed that a day of public tours and education will take place as an additional day supported by the cruise sponsor, NOAA. This day should be accommodated within the overall vessel schedule but will be contracted directly by NOAA or a secondary party. During, or at the conclusion of this education day, all SCUBA equipment will be offloaded and science personnel who joined the cruise in Juneau will depart the vessel. At its earliest convenience, the vessel will depart Juneau, AK for the port of debarkation.
- 4.2.8 Once the vessel arrives at its port of debarkation, ROV demobilization will commence and will be expected to take no longer than one day in total. Similar to initial mobilization, vessel personnel and lifting support will be required to assist in removing all ROV equipment from the vessel and in loading the flatbed for return transit to Connecticut. Any software, gear, or equipment installed on the vessel by the UConn or the science party for the purpose of conducting the research cruise will be removed at the end of the cruise.
- 4.2.9 To support this charter, the vessel shall have a minimum of seven (7) crew, including Master, mate, engineer, deck hands and cook, to operate the vessel and to support scientific operations. At least two deck hands will be required from the charter vessel to support ROV launch and recovery operations. The Master, mate and at least one (1) other member of the ship’s deck crew shall be fluent in English. While at sea, the Master is responsible for the operation of the vessel and coordinating with the Remotely Operated Vehicle (ROV) operations team and SCUBA dive team to insure the safety of the scientific staff and all crew members. The vessel’s crew is responsible for the safe operation of the vessel, vessel equipment and small boat to support SCUBA operations, while the ROV crew is responsible for the safe operation of the ROV equipment while overboard and while stowed aboard the vessel. The Chief Scientist will be in charge of the cruise track and dive schedule and overseeing scientific operations.
- 4.2.10 All Scientific Research Permits required for this project will be obtained by the science party and maintained onboard the vessel for the duration of science operations.
- 4.2.11 The vessel shall utilize and maintain nautical charts, deck log and computer software(s) that provide a record of the vessel’s location, operations, operating conditions and any vessel-related significant events. These charts, logs and software output(s) shall be made available upon request of the Chief Scientist. The Master shall provide access to scientific personnel, GPS location data, speed, RPM, and other available operations data during the ROV transect activities, either by recording or electronically logging these data.

4.3 Berthing & Meal Provisions

Berthing and lavatory accommodations will be required for a minimum Science Party of fourteen (14) individuals (inclusive of four (4) ROV crew). Three (3) meals per day (breakfast, lunch and dinner) shall be prepared by the vessel cook for these fourteen (14) members of the Science Party. An additional midnight meal should also be made available for the Science Party working the nighttime ROV operation. Meats (e.g. beef, fish, poultry, and pork) shall be included at each lunch and dinner along with two (2) vegetables and dessert or fruit. Milk, coffee, tea, water, cold juice and soft drinks shall be available at all times. Meals shall be prepared during each day of vessel operation under this charter. Additional scientists may be added to the charter if space and accommodations permit and depending on the per-person consumables costs.

4.4 Emergency Medical Care, Safety and Health

4.4.1 Medical Services: The charter vessel shall provide a qualified Emergency Medical Technician (EMT) holding current National certification (preferred) or at least two (2) crewmembers trained in advanced first aid, CPR and automated external defibrillator (AED) use while underway for the duration of the contract. The medical person in charge is responsible to the Master for the health of crewmembers and Science Party personnel including emergency and routine care, preventative medicine and medical administration. The medical person in charge shall assist the Master in developing plans and procedures for dealing with medical emergencies, including obtaining shore side medical advice and assistance and designating and training other shipboard personnel to provide assistance in emergencies.

4.4.2 Medical Provisions: The charter vessel shall be outfitted with a current first aid manual, complete first aid kit and automated external defibrillator (AED). The Contractor shall provide a designated area to accommodate first aid treatment, medical equipment and other medical provisions. The Contractor shall establish adequate and reasonable controls and procedures for the custody and safekeeping of all medical supplies, equipment and controlled medical substances.

4.4.3 Medical Records: The Contractor shall maintain medical records aboard the vessel for Scientific Field Party personnel containing a minimum medical history and on-board treatment records. The confidentiality of these records shall be protected in accordance with the Privacy Act at Title 5 United States Code (U.S.C.) §552(a).

4.4.4 Hazardous Materials: The Charter Vessel shall maintain a current library of Material Safety Data Sheets (MSDS) for all hazardous materials aboard the vessels and shall make them readily available to all personnel on board. The Chief Scientist and ROV operators will provide the charter vessel with a current copy of an MSDS for all hazardous materials brought onboard the vessel by the Science Party. The Chief Scientist will be responsible for the removal of all hazardous materials not consumed during scientific operations and for the removal of all hazardous materials, if any, generated by the Science Party. The Science Party will provide the personal protective equipment (PPE) required for the safe handling of those hazardous materials brought onboard by the Science Party. The charter vessel is responsible for the compliance with all applicable environmental, health and safety laws and regulations pertaining to shipboard operations, including the use of hazardous materials, and the treatment, storage and disposal of hazardous materials (if any) generated by the vessel. Additional safety

requirements such as an emergency eye wash station will also need to be arranged. These arrangements will be made in cooperation with the Master.

4.5 Living and Working Conditions for Scientific Personnel

4.5.1 **Illegal Drugs:** During the cruise period, the possession or use of illegal drugs by any person aboard the vessels is not permitted, and may be grounds for termination of the Contract. The Charter Vessel shall comply with the requirements in FAR 52.223-6, Drug-Free Workplace.

4.5.2 **Firearms:** During the cruise period, all firearms, should any be onboard, shall be kept under lock and key by the Master.

4.5.3 **Smoking:** Smoking shall be prohibited in all interior spaces occupied by or utilized by the Scientific Field Party. Smoking on deck shall be in designated areas only.

4.5.4 **Discrimination:** At no time during the vessel charter period which includes staging and de-staging in-port times, shall any member of the scientific party or crew be subjected to or take part in, any acts of discrimination based on sex, disability, race, color, ethnic nationality or gender identification. This includes discriminatory comments, jokes, propaganda, harassment or biasness, whether directly or indirectly involving a member of the Scientific Party or crew member.

4.5.5 **Pornographic Material:** All pornographic material, such as magazines, movies, calendars, etc. shall be removed from all common areas on board the vessel during the duration of the vessel charter period.

4.5.6 **Water:** Water intended for personal use and consumption that is taken, produced, or stored aboard the vessel shall be handled in accordance with applicable regulations. Evidence of bacteriological and chemical testing of shipboard potable water taken from the vessel's storage tanks via the vessel's distribution system by a certified laboratory within three (3) months of the charter period shall be provided. Potable water shall be tested and treated to maintain a pH of 6.8 to 7.8 and a residual halogen content of 0.2 ppm to 2.0 ppm free available chlorine (or equivalent) weekly. Water should be free of tastes, odors, and turbidity that would be objectionable to the majority of those on board.

4.6 Security

The vessel shall provide a security watch while in port to ensure that unauthorized personnel are not permitted to board the vessels from shore or via the harbor. Emergency phone numbers for local port officials and law enforcement shall be available to the person on watch. Best marine practices shall be in place while underway to ensure that unauthorized personnel or craft are not permitted to approach the vessel. The Master of the vessel shall take all additional customary and reasonable precautions to ensure that no harm befalls the vessel while in port and at sea.

5.0 Vessel Requirements

- 5.1 Minimum Vessel Requirements In addition to meeting the general requirements of the cruise as outlined above, the following minimum vessel requirements shall be met. (See Attachment 3 for specifications of the ROV referenced and support systems.)
- 5.1.1 The vessel must be available to support a 26 day cruise of continuous duration between March 7th and April 11th 2016. **Offers for vessels not available during this time period may be deemed non-compliant.**
 - 5.1.2 The vessel must have passed a United States Coast Guard (USCG) Vessel Safety Inspection, within one (1) year of the start of the cruise. The provision of documentation relating to this inspection will be a requirement of the charter agreement.
 - 5.1.3 The vessel must carry a USCG letter of designation as an Oceanographic Research Vessel (ORV) or be designated as an ORV on the vessel's certificate of inspection.
 - 5.1.4 The vessel must be capable of safe operation of a light work class remotely operated vehicle (i.e. 2400 lbs.) in waters ranging in depth from 50m to 1000m.
 - 5.1.5 The vessel shall have been actively used for collecting scientific data within the past 12 months with a track record of successful ROV operations;
 - 5.1.6 The vessel must be able to maintain position and perform slow (<2 knot) maneuvers necessary to support the operation of an ROV system continuously for up to 10 hours at a time.
 - 5.1.7 The vessel must be able to maintain a minimum cruising speed of ten (10) knots in low sea states.
 - 5.1.8 A vessel having a dynamic positioning system for precise station keeping and maneuvering is preferable although not required for this charter.
 - 5.1.9 The vessel must be outfitted with a deck crane with a minimum safe working load (SWL) rating of 6,000 lbs. to facilitate safe deployment of the ROV over the vessel side (or stern), even in rough seas.
 - 5.1.10 The vessel must be outfitted with a stern mounted A-frame, with block and supporting winch, having a minimum safe working load rating of 10,000 lbs. and have a minimum free height clearance between the deck and block mount of at least 16'.
 - 5.1.11 The vessel A-frame must include additional block mounts to support the installation of a science-supplied ROV umbilical sheave.
 - 5.1.12 The vessel must be outfitted with a side-mounted J-frame, or similar lifting equipment, and support winch having suitable SWL ratings and sufficient cable to deploy a stand-alone device of no greater than 100lbs. to a maximum depth of 500m.
 - 5.1.13 The vessel must be able to provide copies of current test certificates for all lifting and handling equipment used on the vessel.
 - 5.1.14 The vessel shall be capable of supporting a minimum science payload of 25,000lbs., plus the additional weight of a small boat necessary to support SCUBA operations.
 - 5.1.15 The vessel must provide adequate securing provisions (e.g. deck sockets for threaded eye bolts, weld tabs or plates, etc.) necessary to ensure science equipment (e.g. K2 ROV and support systems) be secured appropriately for vessel transit and at-sea operations.
 - 5.1.16 The vessel must have a well-lit, sheltered deck area clear of obstructions and of a sufficient size and location to allow set-up, deployment, maintenance and storage of the K2 ROV and its depressor frame.

- 5.1.17 The vessel must have adequate deck space and suitable deck mounts (or similar) to position and secure a standard 20' ISO container (12,000 lbs.) for ROV control and maintenance.
- 5.1.18 The vessel must have adequate deck space to position, secure and operate the ROV umbilical winch and HPU, having direct and unobstructed access to the A-frame mounted ROV umbilical sheave.
- 5.1.19 The vessel must be able to provide sufficient power, in both amperage and voltage, additional to standard shipboard requirements, to support operational requirements of the ROV control van and winch HPU.
- 5.1.20 The vessel must provide an over-the-side (or moon-pool) mounting pole capable of supporting the deployment and secure storage of a USBL tracking hydrophone (25" long x 6" dia. x 30lbs.) for ROV operations. When in its deployed position, the pole must reach a depth of at least 1m below the vessel keel.
- 5.1.21 The vessel must supply a Boston Whaler, Zodiac or similar small boat suitable to support SCUBA operations for 5 divers and vessel operator(s) with a dive ladder or other means to recover dive personnel in a safe manner.
- 5.1.22 The vessel must provide an interior heated space (e.g. wet lab or similar) suitable for the storage and maintenance of SCUBA equipment.
- 5.1.23 The vessel must provide a minimum of 100 square feet of wet laboratory space with a sink for sample processing and analysis.
- 5.1.24 The vessel wet laboratory must include a ventilated fume hood for sample processing and chemical handling.
- 5.1.25 The vessel must provide a minimum of 100 square feet of dry laboratory space for computer and electronic equipment with at least 10 linear feet of counter or desk space with suitable seating for a minimum of three (3) individuals.
- 5.1.26 The vessel must provide a suitable, dedicated, dry counter area on the bridge large enough to accommodate one (1) monitor with adjacent 110/115 volt power outlet for the ROV INS display.
- 5.1.27 The vessel must provide clean, sanitary, and sufficiently ventilated berths with mattresses and linens for the necessary vessel crew and a minimum of fourteen (14) scientists. Bunk areas shall contain at least one (1) drawer or closet per occupant for storage of clothing and personal gear.
- 5.1.28 The vessel must provide a minimum of three (3) heads, three (3) showers and sinks with hot water that are available for science party use.
- 5.1.29 The vessel must provide a potable water supply adequate for a minimum of twenty one (21) people for twenty three (23) days at sea, or have a water making capability of similar capacity.
- 5.1.30 The vessel must provide a galley and/or mess deck facilities for concurrent seating of twelve (12) individuals.
- 5.1.31 The vessel must provide adequate and appropriate space for the storage of hazardous materials of a quantity no greater than twenty five (25) gallons (i.e. 5 @ 5 gallon containers) brought onboard to support science operations.

5.2 Electronic and Communication Equipment Requirements

- 5.2.1 Radios:
 - 5.2.1.1 VHF (minimum two (2))
 - 5.2.1.2 Single side-band
- 5.2.2 Satellite Phone

- 5.2.3 Radar (Two (2) units with minimum range 40 nm)
- 5.2.4 GPS (minimum two (2) units)
- 5.2.5 Plotter with capability of plotting input from GPS
- 5.2.6 Depth sounder
- 5.2.7 Email capability
- 5.2.8 Weather FAX machine desirable, but not required

5.3 Crew requirements

- 5.3.1 The Captain shall have a minimum of three (3) years of experience as Master of a comparable-sized vessel in waters of the North Pacific.
- 5.3.2 The Captain shall be competent in the use of modern navigational equipment.
- 5.3.3 The Captain and officers shall have current licenses appropriate for the size and classification of the charter vessel.
- 5.3.4 At least two (2) other members of the crew shall have a minimum of three (3) years of sea-going experience.
- 5.3.5 The designated cook should have adequate experience in the planning and preparation of three (3) daily meals at sea for groups of 24 or more people.

5.4 Safety

- 5.4.1 The Contractor shall provide documentation that a USCG Vessel Safety Inspection has been passed within one (1) year of the start of the cruise. The vessels shall meet all safety, firefighting and lifesaving equipment requirements as found in applicable sections of Title 46 C.F.R. for vessels of its size, type and service. The vessels shall be outfitted with personal floatation devices and survival craft of sufficient number and capacity to accommodate all on board including visiting scientific party and of the type required for a vessel of its size, class, and service in accordance with Title 46 C.F.R. There shall be two (2) identified escape routes from all general areas.
- 5.4.2 Survival suits for the ship's crew and scientific party must be provided by the vessel contractor. A thorough pre-cruise orientation aboard the vessel shall be conducted for the scientists and crew regarding the vessel's safety, firefighting and lifesaving capabilities assigned responsibilities and procedures.
- 5.4.3 A navigational watch shall be maintained at all times while the vessel is at sea. No crew member shall be required to work continuously in excess of 12 hours at any given time on any given day. Under normal operating scenarios, all crew members shall be provided at least two (2) rest periods per 24 hour period, one of which must be at least six (6) continuous hours in duration.
- 5.4.4 The vessel must have an emergency source of electrical power, independent of the main source of electrical power, to provide power to emergency loads in accordance with United States Coast Guard (USCG) or Safety of Life at Sea (SOLAS) requirements for a vessel of its size, type, and service. At a minimum, chartered vessels shall have a means to provide emergency power to the following equipment: emergency lighting, navigation equipment, navigation lights, general alarm systems (where fitted), and emergency communication systems and equipment. The emergency source of electrical power must be capable of supplying connected emergency loads continuously for at least three (3) hours and must be located in a space or locker other than the main

machinery space. Batteries of sufficient size and capacity may serve as an adequate source of emergency power.

5.5 Stability

5.5.1 The vessel shall be of a design and shall be operated and maintained in a condition that warrants it seaworthy and stable in accordance with Title 46 C.F.R. for vessels of its size, type and service, taking into consideration itinerant loads identified herein.

5.5.2 The chartered vessel shall have stability information and instructions derived based on tests and calculations, in a format required by regulation applicable to the vessel's size, type, and service.

5.5.3 The chartered vessel shall have, as a minimum, a Stability Letter that reflects the vessel's current configuration and intended service, signed by a qualified individual (a recognized naval architect or naval architecture firm having been trained in and having experience in matters of stability calculations) certifying that the vessel meets intact stability requirements, taking into account the loading, over-the-side lifting, and at-sea conditions under which the vessel will reasonably be expected to operate during the charter. The stability letter shall contain instructions and guidance for the vessel's operating personnel intended to maintain satisfactory vessel stability and shall include information regarding loading constraints and operating restrictions under varying conditions.

5.5.4 The chartered vessel shall have and shall maintain stability information aboard the vessel. This vessel shall be operated in accordance with the vessel's stability instructions and guidance.

5.6 Material Condition, Structural and Watertight Integrity

The vessel contractor shall provide one or more of the following, reflecting the vessel's current configuration, as evidence of the vessel being maintained in a seaworthy condition: evidence of a drydocking survey, or underwater survey in lieu of drydocking, and an internal structural examination within the two years prior to the initiation of the cruise; or proof of satisfactorily passing an inspection completed by the Contractors marine insurance carrier within one year of initiation of the cruise.

5.7 Regulatory Compliance

The vessel shall be outfitted, operated and maintained to meet all applicable federal, state and local environmental, health, safety and pollution control regulations. The vessel contractor shall have on board during the currency of this contract all certificates, records and other documents required by applicable laws and regulations. Vessels must not have any current operator or vessel permit sanctions.

6.0 Instructions to Proposers

6.1 RFP Schedule

RFP SCHEDULE	DUE DATES*
RFP Issue/Release	10/23/2015
Written Inquiries from RFP Participants	10/30/2015
Proposal Due Date & Time	11/9/2015 @ 2:00 PM (local)
Anticipated Award Date	11/20/2015
*Subject to change as deemed necessary by the University.	

6.2 Point of Contact: All communications and/or inquiries regarding this RFP **must** be directed to the contact person identified below. All questions must be submitted in writing using the Procurement Professional's email address no later than Deadline for Written Inquiries date listed above in Section 6.1.

Cathleen G. Paquette
University of Connecticut
Procurement Services
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
E-mail: cathleen.paquette@uconn.edu

6.3 Communications:

6.3.1 Upon formal issuance of a RFP, the University and Proposer(s) will cease all informal communications relevant to the RFP and assume a formal, in writing, communication posture until a binding contractual agreement is executed with the selected Proposer(s), all other Proposers have been notified as to their RFP status, or when the University formally rejects all proposals and cancels the RFP process. Failure to adhere this provision may result in a Proposer being declared ineligible, proposal rejection, or RFP cancellation. The University will not respond to any request for clarification received after the deadline for Written Inquiries, as indicated in Section 6.1, has expired.

6.3.2 Under no circumstances, may any proposer or its representative contact any employee or representative of the University regarding this RFP prior to the closing date, other than as provided in Section 6.2. Strict adherence to this important procedural safeguard is required and appreciated. Any violation of this condition may result in proposer being considered as non-compliant and ineligible for award.

6.4 Addenda: Addenda are issued in response to Proposer questions and/or University clarifications and revisions to the RFP. Addenda are incorporated into the RFP and may be incorporated along with the RFP into any resulting contract. The University is solely responsible to post addenda on the University of Connecticut Procurement Services website at <http://purchasing.uconn.edu/bid-opportunities/> and the State of Connecticut Department of

Administrative Services' Procurement website at http://www.biznet.ct.gov/SCP_Search/Default.aspx?Acclast=2 . The Proposer is solely responsible to obtain/retrieve addenda from either website. Failure of a Proposer to retrieve any addendum shall not relieve the Proposer of any responsibility for complying with the terms thereof. All addenda must be signed by an authorized representative of the Proposer and returned with the proposal. Failure to sign and return any and all addenda may be grounds for rejection of the proposal response. Further, addenda must be acknowledged on the Form of Proposal, Section 9.0.

- 6.5 Pre-Proposal Conference: There is no pre-proposal conference
- 6.6 Campus Visitor Parking: Campus parking is strictly regulated and violations are subject to monetary fines. Visitors must park only in areas specifically designated for general public parking (signed, paved, and lined parking areas and/or parking garage). Detailed parking information is available at the following links:
- 6.6.1 [UCONN Parking Services \(Main and Regional Campuses\)](#)
- 6.6.2 [UCONN Health Center Public Safety, Farmington, CT](#)
- 6.7 On-Site Accommodations: If a Proposer requires on-site accommodations, the University recommends visitors stay on campus at the Nathan Hale Inn. This facility provides parking, complimentary access to the campus shuttle, and may provide preferred rates for long term stays. Contact information is available at the following link: www.nathanhaleinn.com.
- 6.8 Proposal Selection Evaluation Criteria: All proposals will be evaluated by a selection committee, using the specific evaluation criteria listed in the table below. Each criterion has been assigned a point value. The evaluation committee will conduct a comprehensive review and analysis of the received proposals and recommend which proposals are the most advantageous to the needs of the University.

Evaluation Criteria	
I. Charter Cost	30 Points
II. Ability to meet scope of work	40 Points
III. Vessel Characteristics	20 Points
IV. Vessel Crew and Experience	10 Points
TOTAL POINTS AVAILABLE	100 Points

6.8.1 Charter Cost

Vessel pricing and relevant charter details must be provided by completing the required fields of *Appendix B – Pricing Matrix*. A final estimated charter cost will be calculated internally based on the vessel day rates, port of embarkation/debarkation, transit days required to GBNP, fuel and lubrication consumption estimates (relative to current market prices), per person consumables and other costs with the end goal of affording 13 days of operations at GBNP within the funding available for this charter. Should the total estimated charter cost exceed available funds, additional estimates will be calculated by reducing the number of days of operations until the estimated charter cost is within the available budget. The resulting number of operations days less than 13 days will be deducted from the total points available within the “Charter Cost” criteria using the factor of 1 day = -7.5points.

6.8.2 Ability to Meet the Scope of Work

Contractor responses to the proposed scope of work and itemized list of minimum vessel requirements will be evaluated for completeness and ability of the charter vessel to provide all proposed vessel services and meet all vessel, crew and charter requirements.

6.8.3 Vessel Characteristics

All required support information provided in Appendix D by the contractor relative to the General Vessel Specifications, Representative Photos and Deck Plans, will be evaluated to determine the appropriateness of the vessel layout and characteristics relative to the support of the proposed cruise with special concentration on the support of the Kraken2 ROV and SCUBA operations as outlined within the scope of work and attached K2 ROV system specifications document (Attachment 3).

6.8.4 Vessel Crew and Experience

All required support information provided in Appendix D by the contractor relative to the Representative Vessel History and Crew Makeup and Experience, will be evaluated to determine the appropriateness and experience of the vessel crew proposed in support of this project and the general experience of the vessel in supporting similar operations of this nature.

7.0 Submission Instructions:

- 7.1 RFP Due Date and Time: Proposals are due on **Monday, November 9, 2015 at 2:00pm (EDT)**. Any proposal received after the stated due date and time will be rejected and may be returned to the Proposer upon their request and at their expense. Facsimile, emailed, or unsealed proposals will not be accepted under any circumstances.

- 7.2 Deliver to Address:
Cathleen G. Paquette
University of Connecticut
Procurement Services
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
- 7.3 Sealed Proposals: Proposals must be submitted, in a media format as identified below in Section 7.4, in a SEALED envelope or carton, clearly marked with the RFP number and the name and address of the Proposer. Hard copies will not be accepted.
- 7.4 Proposal Media: Enclose an electronic version of the original proposal compiled in Portable Document Format (.pdf) with accompanying Excel templates (.xls) on a CD, DVD or USB flash drive (preferred).
- 7.5 Proposal Submittal Format: Provide a proposal formatted as a PDF which is clearly bookmarked in accordance with the designations below.
- 7.5.1 Executive Summary: Provide a summary of the important points of the proposal and key benefits of being selected as the Contractor.
- 7.5.2 FORM OF PROPOSAL: (See Section 9.0)
- 7.5.3 Appendices:
7.5.3.1 Proposal Specifications Matrix. Use Appendix A.
7.5.3.2 Pricing Matrix: Using the form provided in Appendix B
7.5.3.3 Company Profile. Use Appendix C.
7.5.3.4 Required Information and Documentation: Use Appendix D. Provide attachments as indicated.
- 7.5.4 Required Forms:
7.5.4.1 BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the proposal for this contract. The University and the Commission on Human Rights and Opportunities will use the information contained to determine the Proposers compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and Proposer's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract. Click the hyperlink below to download form. Complete and submit.
 [Notification to Bidders/Contract Compliance Monitoring Report](#)
- 7.5.4.2 Ethics Affidavits and Certifications for State of Connecticut Contracts: The State of Connecticut Office of Policy and Management requires Proposers to submit the following state contracting forms when contracting with state agencies. By

submitting a proposal in response to this RFP, bidder agrees to comply with, and execute, these mandatory, non-negotiable forms at the time of contract execution.

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806

7.5.4.3 Non-Discrimination Certification: Under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, a contractor must provide an awarding State agency with written representation or documentation that certifies the contractor complies with the State's nondiscrimination agreements and warranties prior to the award of a contract. There are five different certification forms one of which must be submitted in electronically with proposal. Form links are listed below and a detailed explanation of forms including definitions and exemptions can be found at the following link: Non-Discrimination Certifications. Complete and submit relevant form (A-E).

<http://www.ct.gov/opm/cwp/view.asp?a=2982&Q=390928>

7.5.6.4 SEEC Form 10 Acknowledgement of Receipt: Complete and submit.

[SEEC FORM 10 Acknowledgement of Receipt](#)

7.5.6.5 Connecticut Economic Impact Form:

[Connecticut Economic Impact Form](#)

7.5.6.6 Proposal Signature Authorization: Proposer agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. See <http://purchasing.uconn.edu/corporate-resolutions-and-guidelines/>.

7.5.6.7 Anti-Collusion Affidavit (See Attachment 1)

8.0 Standard Contract Terms and Conditions

The following terms and conditions will govern in the submission and evaluation of proposals and the award of a contract. Bidders are requested to carefully review the terms and conditions, as they will become part of any subsequent agreement and award.

8.1 **Contract Status**: The response to this RFP will be considered an offer to contract. Final negotiations on the highest evaluated offer will be conducted to resolve any differences and informalities. After final negotiations, the University in accordance with Section 8.16 will issue an acceptance of the proposal offer.

- 8.2 **Contract Format:** The resulting contract will be in the form of a Purchase Order issued by the University of Connecticut and incorporating all agreed upon terms and conditions.
- 8.3 **Contract Modification:** All changes to the contract must be agreed to, in writing, by both parties prior to executing any change.
- 8.4 **Contract Assignment or Subcontract:** The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the University.
- 8.5 **Notification of Selected Firm:** It is the University's intention to review proposals, complete contract negotiations and execute an agreement on or before the date outlined in section 6.1. All Bidders will receive written notification of this action after the University of Connecticut Evaluation Committee has approved the selection.
- 8.6 **Contract Commencement:** The contract will commence upon execution of the aforementioned formal agreement and final approval by the Office of the Attorney General. The Project covered under the contract will be based on the specific University requirements or requests. The University can neither project nor guarantee a specific volume of business over the term of any contract that may result from this RFP.
- 8.7. **Ownership of Subsequent Samples:** Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the University unless otherwise stated in the contract.
- 8.7.1 The quality of accepted samples does not supersede the specifications for quality in the RFP unless the sample is superior in quality. All deliveries shall have at least the same quality as the accepted sample.
- 8.7.2 Samples shall be furnished free of charge. Bidders must indicate if return of any sample is desired. The University shall comply with such request provided samples are returned at Proposer's sole cost and expense, FOB Proposer's destination, and that they have not been made useless by testing. If they are made useless by testing, the State may dispose of the samples as it deems to be appropriate. Samples may be held for comparison with deliveries.
- 8.8 **Independent Price Determination:** In the proposals, Bidders must warrant, represent, and certify that the following requirements have been met in connection with this RFP:
- 8.8.1 The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
- 8.8.2 Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Proposer on a prior basis directly or indirectly to any other.
- 8.8.3 No attempt has been made, or will be made, by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

- 8.9 **Professional Time and Expense Policy:** The University will not pay the awardee for travel time or any out-of-pocket expenses incurred by the awardee or awarded party between place of residence and place of work. In certain circumstances, the University will provide lodging and a meal allowance as deemed appropriate by the University. In such cases, permission shall be furnished by the University in writing and must be secured prior to the awardee incurring such expense(s). Furthermore, all reimbursements shall comply with policies found at <http://www.travel.uconn.edu>. The University will not reimburse the awardee for any other miscellaneous out-of-pocket expenses.
- 8.10 **Sales Tax Exemption:** The University of Connecticut is exempt from Federal Excise taxes and no payment will be made for any taxes levied on the Proposer's employees' wages. The University is exempt from State and Local Sales and Use Taxes on the services and/or equipment supplies pursuant to this Agreement. The lessor pledges to do all things possible to maintain such tax exemption, including promptly assisting the University in completing any related IRS Forms including Form 8038G or GC and any associated information including the amortization schedule for each lease.
- 8.11 **Non-appropriation of Funds:** Notwithstanding any other provision of this RFP or any ensuing contract, if funds anticipated for the continued fulfillment of the contract are at any time not forthcoming or insufficient, either through the failure of the Connecticut Legislature to provide funds or alteration of the program under which funds were provided, then the University shall have the right to terminate the contract without penalty by giving not less than thirty (30) days advance written notice documenting the lack of funding. Unless otherwise agreed to, the contract shall become null and void on the last day of the fiscal year for which appropriations were received; except that if an appropriation to cover the costs of this contract becomes available within sixty (60) days subsequent to termination under this clause, the University agrees to re-establish a contract with the firm whose contract was terminated under the same provisions, terms and conditions of the original contract.
- 8.12 **Indemnification Requirements**
- 8.12.1 **Hold Harmless:** The bidder agrees to jointly and severally indemnify and hold the University, its successors and assigns harmless from and against all liability, loss, damage or expense including reasonable attorney's fees which the State of Connecticut may incur or sustain by reason of the failure of the bidder to fully perform and comply with the terms and conditions of any contract resulting from this RFP. Further, the University assumes no liability for any damage to the property, or for personal injuries, illness, disabilities or deaths the Proposer, Proposer's employees and any other person subject to the Proposer's control, or any other person including members of the general public, caused in whole or in part, by a) Proposer's breach of any term or provision of the awarded contract; or b) any negligent or willful act or omission of the Proposer, its employees or sub-Proposers in the performance of the awarded contract.
- 8.12.2 The Proposer agrees to indemnify, save harmless and defend the University from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including the cost of defense, settlement and reasonable

attorney's fees) which may hereafter incur, become responsible for, or pay out as a result of acts or omissions covered herein.

8.12.3 State of Connecticut agencies (University of Connecticut) may not enter into indemnification or "hold harmless" agreements. In the event of a loss by the Proposer or any third party, recourse may be found through the State of Connecticut Claims Commission, as provided under Chapter 53 of the General Statutes of the State of Connecticut, in which all claims against the State of Connecticut and the University of Connecticut will be filed with the Connecticut Claims Commissioner.

8.13 **Liens:** The successful Proposer shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of goods and services by or to the Proposer.

8.14 **Choice of Law and Venue:** The terms and provisions of this RFP and any ensuing contract shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to its Conflict of Laws principles.

8.15 **Actions of Proposer:** The actions of the successful Proposer with third parties are not binding upon the University. The Proposer is not a division of the University, partner or joint venture of or with the University.

8.16 **Award**

8.16.1 A contract will be awarded to the Bidder or Bidders whose proposals the University deems to be the most advantageous to the University, in accordance with the criteria set forth within the RFP, taking into account the quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

8.16.2 The University may reject the proposal of any Bidder who is in default of any prior contract or is guilty of misrepresentation or any Bidder with a member of its firm in default or guilty of misrepresentation.

8.16.3 The University may, in accordance with and pursuant to the Regulations of Connecticut State Agencies may correct inaccurate awards resulting from clerical or administrative errors.

8.16.4 It is the University's intent to make a single award as a result of this RFP.

8.16.5 The award will be contingent upon the successful Proposer's acceptance of all of the required terms and conditions and execution of the applicable required State of Connecticut certifications and affidavits. A purchase order will be issued.

8.16.6 The University will not knowingly do business with any Bidder, Proposer, sub-Proposer or Supplier of materials who discriminates against members of any class protected under Sections 4a-60 or 4a-60a of the Connecticut General Statutes.

- 8.16.7 The University reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the University will be served.
- 8.16.8 ACCEPTANCE OF A BID BY THE UNIVERSITY IS NOT AN ORDER TO SHIP.
- 8.16.9 Each bid is received with the understanding that the acceptance in writing by the University of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the University, which shall bind the bidder on his part to furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the University on its part to order from such Proposer, except for causes beyond reasonable control; and to pay for , at the agreed prices, all articles specified and delivered.
- 8.16.10 In the event of a default by the Proposer, the University reserves the right to procure the commodities and/or services from other sources, and hold the Proposer liable for any excess cost occasioned thereby. If, however, public necessity requires use of material or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
- 8.16.11 The Proposer guarantees to save the University, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, of which the Proposer is not the patentee, assignee or licensee.
- 8.16.12 It is understood and agreed that the Proposer shall not be held liable for any failure or delays in the fulfillment of his contract arising from strikes, fires, or acts of God, or any other cause or causes beyond his reasonable control.
- 8.16.13 In the event there is a need for material bonding, performance bonding and/or insurance, the bidder will provide the bonding and/or insurance when requested and do this within fifteen (15) days after receipt of our notification of apparent low bidder, otherwise, the University reserves the right to go to the next qualified bidder who can comply.
- 8.16.14 Remedies Upon Default: In any case where the Proposer has failed to deliver or has delivered non-conforming goods or services, the University shall provide a "notice to cure". If after notice the Proposer continues to be in default, the University may procure goods or services as substitution from another source and charge the cost difference to the defaulting Proposer.
- 8.16.15 Collection for Default: The Attorney General shall be requested to make collection from any defaulting Proposer pursuant to the preceding paragraph.
- 8.16.16 In addition, the award will be contingent upon the successful negotiation of the specific terms and conditions to be included in any resulting Agreement(s). The University will be the sole judge of the suitability of the proposed Agreement(s).

8.17 **Payments under a Contract Award:**

8.17.1 Under no circumstances shall the successful Proposer begin to perform under the contract prior to the effective date of the contract. All payments shall adhere to the payment terms negotiated in the contract award.

8.17.2 Cash discounts may be offered by bidder for prompt payment of invoices. Such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.

8.17.3 **Payment Terms:** Payment terms shall be 2% 15 days, net 45 days unless otherwise noted in the bidder's proposal and appropriately noted on the Form of Proposal. Terms other than those indicated above will be subject to University approval.

8.18 **Evaluation of Performance:** During or after the term of any contract or other agreement that results from this RFP process, the University may conduct evaluations of the successful Proposer's performance including, but not limited to equipment, staffing, supplies and services. The successful Proposer may be requested to provide a quality performance metrics and shall cooperate with the University in any such evaluations and work with the University to correct any deficiencies noted.

8.19 **Business Relationship Affidavit**

18.19.1 The proposing Proposer must certify that no elected or appointed official or employee of the University has benefited, or will benefit financially or materially from the proposed services. The University may terminate any contract resulting from this RFP, if it is determined that gratuities of any kind were either offered to, or received by, any University officer or employee contrary to this policy. The authorized signatory of a submitted proposal automatically attests this to be true. **(See also Attachment of Governor Rell's Memo to Proposers Conducting Business with the State of Connecticut).**

18.19.2 The laws of the State of Connecticut provide it is a felony to offer, promise or give anything of value or benefit to a State employee with intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duty. Evidence of violation of this statute will be turned over to the proper prosecuting attorney. See code of Ethics in Connecticut General Statutes Section 1-79 through Section 1-90. **Proposer agrees by signing any resultant contract to abide by all Connecticut and Federal ethics laws, current and future.**

8.20 **Conflict of Interest:** The Applicant shall disclose and identify to the University, with its proposal, any relationships, which may constitute a potential conflict of interest with University Purchasing Department, or any other University organizations or departments for the purpose of determining whether a conflict of interest exists. All such disclosures require acceptance/approval action on the part of the University, who shall determine, in its sole discretion, whether an impermissible conflict exists.

8.21 **Equal Employment Opportunity Requirements**

8.21.1 In entering into any contract resulting from this RFP, the Proposer agrees to comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated Executive Order No. Three of Governor Thomas J. Meskill promulgated on June 16, 1971 and Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973.

8.21.2 The Proposer shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, sexual orientation, physical or mental disability, or any other group covered by law. The Proposer shall take affirmative action to ensure applicants are employed and the employees are treated during employment without regard to their race, creed, color, national origin, sex, age, sexual orientation, physical or mental disability or any other group covered by law, except where it relates to a bona fide occupational qualification.

8.22 **Federal, State and Local Taxes, Licenses and Permits:** The successful Proposer will comply with all laws and regulations on taxes, licenses and permits.

8.23 **Waiver of Rights:** No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitations of University's rights under any resulting contract.

8.24 **Prior Course of Dealings:** The parties hereby agree that no trade usage, prior course of dealing or course of performance under other contracts shall be a part of this agreement or shall be used in the interpretation or construction of this agreement.

8.25 **Warranty:** The proposer warrants that the goods or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications and that such goods or services supplied shall not void or impair any OEM warranty or any other warranty possessed by University. If the proposer knows of the purchaser's intended use, the proposer warrants that the goods or services are suitable for the intended use. All goods provided shall be warranted for at least one (1) year.

8.26 **Proposer Personnel, Forms and U.S. Export Control Regulations:**

8.26.1 The awarded Proposer(s) will be responsible for fulfilling staffing requests with their own resources, including W-2 employees and/or 1099 employees.

8.26.2 Proposers are required to obtain and keep the current employment verification Form I-9 issued by the U.S. Department of Justice Immigration and Naturalization Service supporting each professional's authorization for employment in the United States (<http://www.uscis.gov/i-9>).

8.26.3 Each Proposer shall be responsible for compliance with all relevant U.S. Export Control regulations, especially those regulations that restrict or prohibit access to certain technical information by citizens of certain non-U.S. Territories. The University reserves the right to audit documentation related to the above requirements.

8.27 **Information Provided by the University:** The University of Connecticut has, in this Request for Proposal and otherwise, provided proposers with information relating to the University, its current operations and initiative described herein. The University assumes no responsibility or liability for the adequacy or accuracy of any information provided by the University, its agents, employees or representatives. The proposer agrees to waive any claim or defense to any claim relating to the adequacy or sufficiency of any information provided prior to the execution of the anticipated contract. Subject to these limitations, this Request for Proposal contains information describing University communities, operations and planned programs.

8.28 **Responsibilities of the Proposer:**

8.28.1 **Observing Laws and Regulations:** The Proposer shall keep fully informed of and shall faithfully observe all laws, national and state, and all ordinances and regulations affecting responsibility to the University, or affecting the rights of supplier's employees, and he shall protect and indemnify the University, its officers, and agents against any claims of liability arising from or based on any violation thereof.

8.28.2 **Representations:** Each firm, by submitting a proposal, represents that it:

- a. Has read and completely understands the proposal documents; and
- b. Is totally familiar with the conditions under which the work is to be performed including but not limited to availability and cost of labor and materials.

8.28.3 **Purchase Orders:** Purchase Orders and payments will only be issued to the Proposer. It is the Proposer's responsibility to issue Purchase Orders, schedule services and pay all sub-Proposers and partners directly.

8.29 **Repairs to Property Damage:** Existing facilities damaged during installation and/or service by the Proposer, the Proposer agents or employees, shall be repaired and left in as good condition as found. All repairs shall be accomplished at no cost to the University.

8.30 **Access Management Plan:** The University has recently developed an Access Management Plan for the Storrs campus. The plan will help create a safer pedestrian campus, protecting both the landscape and hardscape by giving service and delivery vehicles safer, more appropriate access to campus buildings. Additional details related to the University's Access Management Plan can be found at <http://www.park.uconn.edu/amplan.html>. Awarded parties will be required to adhere to the requirements of the Access Management plan; therefore bidders shall make themselves familiar with its requirements and agree to adhere to the same.

8.31 **Insurance Requirements:**

8.31.1 **Insurance:** The proposer shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. The University of Connecticut shall be included as a named insured on all such policies. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the proposer's operations hereunder, and shall be effective throughout the period of this contract or any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein.

- (a) Commercial General Liability
 - 1. Each Occurrence \$1,000,000
 - 2. Personal and Advertising Injury \$1,000,000
 - 3. General Aggregate \$2,000,000
 - 4. Fire Legal Liability \$100,000

The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this award.

- (b) Business Automobile Liability: Minimum Limits for Owned, Scheduled, Non Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
- (c) Workers' Compensation and Employer's Liability: As required under state law.
- (d) Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of the University and awarded Proposer against other insurable hazards relating to performance.

8.31.2 All policies of insurance provided for in this Section shall be issued by insurance companies with general policyholder's rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available A.M. Best Insurance Reports and be licensed to do business in the State of Connecticut. All such policies shall be issued in the name of the awarded Proposer, and shall name, as Additional Insured, The State of Connecticut, University of Connecticut. Policies shall waive the right of recovery against the University and shall be primary.

8.31.3 As to insurance required by this agreement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the University within fifteen (15) days after the tentative award of this agreement. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate in lieu thereof. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) days written advance notice hereof to the University's representative and that the insurance reflected thereon meets the minimum requirements of the proposal. A renewal policy or certificate shall be delivered to the University at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the University as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the University, the Proposer shall promptly obtain a new and satisfactory policy in replacement upon such written notice from the University.

8.32 **License:** Any Agreement resulting from this RFP will not grant the Proposer a license or other right to duplicate or use any image or intellectual property of the University in any manner other than as may be expressly approved in writing in connection with the performance of the contract.

8.33 **OSHA Compliance:** All items to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Act. All alleged violations and deviations from said state and federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the proposed requirements and criteria in the

proposal response. Or, if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the proposer is awarded the contract hereunder, the proposer must notify the University's Director of Procurement Services immediately by registered mail.

- 8.34 **Advertising/Sponsorship Opportunities:** In submitting a proposal, the Proposer agrees, unless specifically authorized in writing by the University on a case by case basis, that it shall have no right to use, and shall not use, the name of the University of Connecticut, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of agency's services; nor c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University. **Should the Proposer be interested in pursuing a formalized sponsorship agreement with the University through its Division of Athletics, which may include advertising benefits and use of University marks, please contact the procurement official identified in section 6.2 for details on how to pursue such a relationship.**
- 8.35 **Licensed Merchandise:** Pre-authorization must be received from the University for the use of University's names, marks, and logos.
- 8.36 **Intellectual Property:**
- 8.36.1 The Proposer shall pay all royalties, license fees, and patent to invention rights, or copyrights or trade and service marks and defend all suits or claims for the infringement of any patent or invention right or copyrights or trade and service marks involved in the items furnished in any contract resulting from this RFP.
- 8.36.2 The Proposer will hold and save the University and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance furnished in the performance of any contract resulting from this RFP including its use by the owner, unless otherwise specifically stipulated.
- 8.36.3 Copyrights for any item specified shall be the property of the University and inure to its benefit and Proposer shall execute such documents, as University may require, for the perfection thereof.
- 8.36.4 The University shall retain all rights, title and interest in all its usage, user and biographical data and Proposer shall only use such data to the extent necessary for complying with its obligations to the University unless it otherwise receives express written approval from the University's designee for any other use.
- 8.37 **Confidential Information:**
- 8.37.1 The University treats Proposals as confidential until after the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. If a

Respondent wishes to supply any information, which it believes is exempt from disclosure under the Act, said Respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the Respondent's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the Respondent in connection with its proposal.

8.37.2 The proposer and its employees will not disclose information acquired in connection with the performance of services under this agreement which is proprietary or confidential in nature to the University without written permission from the University. This confidentiality will continue to be in effect even after the contract has been completed or terminated for any reason. Some projects may require additional confidentiality documentation or agreements, which will vary according to the University's needs, legal requirements and scope of work.

8.38 Responsibility of Those Performing the Work:

8.38.1 The Proposer shall be responsible for the acts and omissions of all the Proposer's employees, as well as all other persons involved in performing any tasks associated with the provision of the goods and/or services outlined in this RFP by the Proposer.

8.38.2 The Proposer shall at all times enforce strict discipline and good order among the Proposer's employees and shall not employ any unfit person or anyone not skilled in the task assigned.

8.38.3 The contract awardee, when so determined by the University, shall dismiss incompetent or incorrigible employees from the project, and such persons shall be prohibited from returning to the project without written consent of the University.

8.39 **Freedom of Information:** While the University may be willing to agree not to disclose the information proactively, the University is subject to the Connecticut Freedom of Information Act, found in Chapter 14 of the Connecticut General Statutes, which may require disclosure, should the document be requested with limited exceptions. Two such exceptions that might apply are as follows: (1) Conn. Gen. Stat. sec. 1-210(b)(24) permits the University to withhold records related to the procurement process while bidding and contract negotiations are underway (this moratorium is temporary and lasts only until the contract has been executed or negotiations are abandoned); and Conn. Gen. Stat. sec. 1-210(b)(5) permits the University to withhold records in its possession in the event they contain trade secrets (or really any intellectual property). In the event that the University determines that Conn. Gen. Stat. sec. 1-210(b)(5) may apply to a given request for the records in question, the responsibility to substantiate claims that said would reveal trade secrets and meet the exemption requirements to would need to be borne by the owner of said trade secrets, not the University. Further, if the entity seeking access to the documents challenges the University's withholding of the document, said owner may be required to prove at the Freedom of Information Commission and/or in a Court of Law, that the release of said trade secrets would be harmful to the owner of the intellectual property or properties in question.

- 8.40 **Mandatory Affidavits:** The Office of Policy and Management has created new ethics forms effective August 1, 2007 to assist executive branch agencies in complying with the State of Connecticut's current contracting requirements, pursuant to the Connecticut General Statutes and Executive Orders of Governor M. Jodi Rell. The University will require the applicable mandatory affidavits to be completed by the Proposer at the time of bid response **and** contract award. The required affidavits are enclosed as part of this document. Detailed information regarding the requirement of such affidavits can also be found on the Office of Policy and Management website:
http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806
- 8.41 **Joint Ventures:** Bids submitted by bidders under 'joint venture' arrangements or other multi-party agreements must include a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from the bid.
- 8.42 **Executive Orders of the Governor:** Any Contract awarded pursuant to this solicitation is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Proposer's request, the Client Agency shall provide a copy of these orders to the Proposer. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
- 8.43 The University of Connecticut is an equal opportunity employer.
- 8.44 **Ethics and Compliance Reporting/Whistleblower Protection:** In accordance with the University's compliance program, the University has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to University policies and procedures can report such matters anonymously. Such persons may also directly contact the University's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the University, you are hereby required to notify your employees, as well as any sub-Proposers, who are involved in the implementation of this contract, of this reporting mechanism.
- 8.45 **Signature Authorization Documentation (Mandatory Submittal):** Signature authorization documentation must be included in your proposal response under the following guidelines in reference to the individual signing this proposal and agreement.
- If the Proposer is an individual, who is signing the proposal in his/her individual capacity, then no signature authorization documentation is required.
 - With the exception of an individual, signing in his/her individual capacity, **ALL** Proposers must provide some type of signature authorization documentation clearly stating who is authorized to sign the proposal on the Proposer's behalf.

- Documentation must clearly state when and how such authorization was given.
- Documentation must state that the authorization is still in full force and effect.
- Documentation must be signed by someone other than the individual signing the proposal **ON OR AFTER** the date the proposal is signed.
- Corporate Resolution, Secretarial Certification or Ratification are acceptable forms of signature authorization documentation.
- Samples and further information are on the University of Connecticut Purchasing Department's web page:
<http://www.purchasing.uconn.edu/corpres/corpres.html>.

8.46 **State Elections Enforcement Commission (SEEC) Requirements:** For all State contracts as defined in Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state Proposers of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the SEEC notice found in UConn Sample Purchasing Agreement attached to this bid solicitation.

8.47 **Nondiscrimination Warranties:** An executed Nondiscrimination Certification must also be provided by the Proposer at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Proposer has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification forms can be found with the affidavits in this document or at: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Proposer" and "Proposer" include any successors or assigns of the Proposer or Proposer; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small Proposer or supplier of materials fifty-one percent or more of the

capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each Proposer is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Proposer agrees and warrants that in the performance of the Contract such Proposer will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Proposer that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Proposer further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Proposer that such disability prevents performance of the work involved; (2) the Proposer agrees, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Proposer agrees to provide each labor union or representative of workers with which the Proposer has a collective bargaining Agreement or other contract or understanding and each Proposer with which the Proposer has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Proposer's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Proposer agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Proposer agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Proposer as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Proposer agrees and warrants that he will make good faith efforts to employ minority business enterprises as sub-Proposers and suppliers of materials on such public works projects.

(c) Determination of the Proposer's good faith efforts shall include, but shall not be limited to, the following factors: The Proposer's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Proposer shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Proposer shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a sub-Proposer, Proposer or manufacturer unless exempted by regulations or orders of the Commission. The Proposer shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Proposer becomes involved in, or is threatened with, litigation with a sub-Proposer or Proposer as a result of such direction by the Commission, the Proposer may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Proposer agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Proposer agrees and warrants that in the performance of the Contract such Proposer will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Proposer agrees to provide each labor union or representative of workers with which such Proposer has a collective bargaining Agreement or other contract or understanding and each Proposer with which such Proposer has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Proposer's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Proposer agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Proposer agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Proposer which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Proposer shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a sub-Proposer, Proposer or manufacturer unless exempted by regulations or orders of the Commission. The Proposer shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing

such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Proposer becomes involved in, or is threatened with, litigation with a sub-Proposer or Proposer as a result of such direction by the Commission, the Proposer may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- 8.48 **On-Site Accommodations:** In support of this bid opportunity and to assist with any business related accommodation needs, the University recommends that all overnight visitors stay on campus at the Nathan Hale Inn. Parking is available at the Inn during your stay and includes complementary access to the campus shuttle. The Nathan Hale Inn can offer preferred rates to long term and project stays. Please contact the sales office directly at the Inn (860-427-7888) or you can view their website at www.nathanhaleinn.com.
- 8.49 **Termination for Cause:** The University may terminate any resulting Contract for cause by providing a written Notice to Cure to the Proposer citing the instances of noncompliance with the contract. The Proposer will have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
- 8.49.1 If the Proposer and the University reach an agreed upon solution, the Proposer will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
- 8.49.2 If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Proposer, the University reserves the right to terminate the Contract at that time by written notice of such termination.
- 8.49.3 If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the Contract at that time by written notice of such termination.
- 8.49.4 The University will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.
- 8.49.5 Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Proposer.
- 8.50 **Termination for Convenience:**
- 8.50.1 The University may terminate any resulting Contract in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.
- 8.50.2 If the Contract is terminated by the University pursuant to this section, the University will provide the Proposer sixty (60) days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Proposer by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.
- 8.51 **Corporate Social Responsibility:** In consideration of the University's commitment to fundamental human rights, to the dignity of all people, and to the environment, the University has developed the Code of Conduct for University of Connecticut Proposers (the "Proposer Code of Conduct"). Proposer hereby acknowledges receipt of the Proposer Code of Conduct for which a copy can be found at <http://csr.uconn.edu/>.

9.0 Form of Proposal

Date: November 9, 2015

TO: University of Connecticut
Purchasing Department
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076

1. The undersigned proposer, in response to our Request for Proposal for a Charter Research Vessel, having examined the proposal documents and being familiar with the conditions surrounding the proposed products and services, hereby proposes to provide such products and services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto.

2. Proposer acknowledges receipt of the following addenda which are a part of the bidding documents:

Addendum #1

addendum #2

addendum #3

addendum #4

These spaces may be left blank if no addenda were issued.

3. Proposer understands that the University reserves the right to reject any and all proposals, waive irregularities or technicalities in any offer, and accept any offer in whole or in part which it deems to be in its best interest.

4. Proposer agrees that this offer shall be good and may not be withdrawn for a period of 180 days after the public bid opening.

5. Proposer hereby certifies: (a) that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid; (c) that the proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the proposer has not sought by collusion to obtain any advantage over any other proposer or over the University.

6. Proposer agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.

7. Is proposer **currently** a State of Connecticut Small Business Enterprise and **certified** with DAS?

Yes () If yes, a Copy of the Certificate must be attached to your proposal

No ()

8. Payment Terms: _____

9. Representative:

Name: _____

Telephone: _____

Email: _____

Years of Experience: _____

Signed this _____ day of _____, 2015

Firm Name: _____

Address: _____

F.E.I.N. # _____

Please include a current W9

Authorized Signature _____

Print Name/Title: _____

E-Mail: _____

Appendix A

RFP# CGP102315

Specifications Matrix

Proposer: _____

Date: _____

Instructions: Please state whether you acknowledge, meet, or exceed standard for each RFP section below (Scope Requirements, Standard RFP Requirements, Vessel Requirements and Standard Contract Terms and Conditions). You must list all exceptions taken next to the appropriate section or accept all University terms as is. Several standard provisions are required by law and taking exceptions to such provisions may delay the contracting process or cause a rejection of your proposal.

Standard RFP Requirements		
Section	Acknowledge or Meet Standard (Acknowledge or Meet/No):	Exceptions Taken:
3.1 Definitions		
3.2 Proposal Understanding		
3.3 Rendering of Products and Services		
3.4 Expiration of Proposals		
3.5 RFP Acceptance/Rejection		
3.6 Modified Proposals		
3.7 Pricing		
3.8 Sales Tax Exemption		
3.9 Independent Price Determination		
3.10 Review of References		
3.11 Good Faith negotiation		
3.12 Incorporation of Proposal		
3.13 Proposal Preparation		
3.14 Confidential Information		
3.15 Freedom of Information		
3.16 Conflict of Interest		
3.17 Ethics and Compliance Reporting/Whistleblow Protection		
3.18 Corporate Social Responsibility		
3.19 Minor Defects		
3.20 Notification of RFP status		
3.21 Debriefing		

3.22 OSHA Compliance		
3.23 Advertising/Licensed Merchandise/Sponsorship Opportunities		
3.24 Award		
3.25 Exceptions to Standard RFP and/or Contract Terms and Conditions		
Scope Requirements		
Section	Acknowledge, Meet or Exceed Standard (Acknowledge or Meet/Exceed/No):	Exceptions Taken:
1.0 Introduction - Summary of Work		
4.1 Period of Performance & Port Locations		
4.1.1		
4.1.2		
4.1.3		
4.1.4		
4.2 Cruise Operations		
4.2.1		
4.2.2		
4.2.3		
4.2.4		
4.2.5		
4.2.6		
4.2.7		
4.2.8		
4.2.9		
4.2.10		
4.2.11		
4.3 Berthing & Meal Provisions		
4.4 Emergency Medical Care, Safety and Health		
4.4.1		
4.4.2		
4.4.3		
4.4.4		

4.5 Living and Working Conditions for Scientific Personnel		
4.5.1		
4.5.2		
4.5.3		
4.5.4		
4.5.5		
4.5.6		
4.6 Security		
Vessel Requirements		
Section	Acknowledge, Meet or Exceed Standard (Acknowledge or Meet/Exceed/No):	Exceptions Taken:
5.1 Minimum Vessel Specifications		
5.1.1		
5.1.2		
5.1.3		
5.1.4		
5.1.5		
5.1.6		
5.1.7		
5.1.8		
5.1.9		
5.1.10		
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5.1.27		
5.1.28		
5.1.29		
5.1.30		
5.1.31		
5.2 Electronic and Communication Equipment Requirements		
5.2.1.1		
5.2.1.2		
5.2.2		
5.2.3		
5.2.4		
5.2.5		
5.2.6		
5.2.7		
5.2.8		
5.3 Crew requirements		
5.3.1		
5.3.2		
5.3.3		
5.3.4		
5.3.5		
5.4 Safety		
5.4.1		
5.4.2		
5.4.3		
5.4.4		
5.5 Stability		

5.5.1		
5.5.2		
5.5.3		
5.5.4		
5.6 Material Condition, Structural and Watertight Integrity		
5.7 Regulatory Compliance		
Standard Contract Terms & Conditions		
Section	Acknowledge or Meet Standard (Acknowledge or Meet/No):	Exceptions Taken:
8.0 Standard Contract Terms and Conditions		
8.1 Contract Status		
8.2 Contract Format		
8.3 Contract Modification		
8.4 Contract Assignment or Subcontract		
8.5 Notification of Selected Firm		
8.6 Contract Commencement		
8.8 Ownership of Subsequent Samples		
8.8 Independent Price Determination		
8.9 Professional Time and Expense		
8.10 Sales Tax Exemption		
8.11 Non-Appropriation of Funds		
8.12 Indemnification Requirements		
8.13 Liens		
8.14 Choice of Law and Venue		
8.15 Actions of Proposer		
8.16 Award		
8.17 Payments under a Contract Award		
8.18 Evaluation of Performance		
8.19 Business Relationship Affidavit		
8.20 Conflict of Interest		
8.21 Equal Employment Opportunity Requirements		

8.22 Federal, State and Local Taxes, Licenses and Permits		
8.23 Waiver of Rights		
8.24 Prior Course of Dealings		
8.25 Warranty		
8.26 Proposer Personnel		
8.28 Information Provided by the University		
8.28 Responsibilities of the Proposer		
8.29 Repairs to Property Damage		
8.30 Access Management Plan		
8.31 Insurance Requirements		
8.32 License		
8.33 OSHA Compliance		
8.34 Advertising/Sponsorship Opportunities		
8.35 Licensed Merchandise		
8.36 Intellectual Property		
8.38 Confidential Information		
8.38 Responsibility of Those Performing Work		
8.39 Freedom of Information		
8.40 Mandatory Affidavits		
8.41 Joint Ventures		
8.42 Executive Orders of the Governor		
8.43 Equal Opportunity Employer		
8.44 Ethics and Compliance Reporting/Whistleblower Protection		
8.45 Signature Authorization Documentation		
8.46 State Elections Enforcement Commission Requirements		
8.47 Nondiscrimination Warranties		
8.48 On-Site Accommodations		
8.49 Termination for Cause		
8.50 Termination for Convenience		
8.51 Corporate Social Responsibility		

Standard Contract Terms & Conditions

Section	Acknowledge or Meet Standard (Acknowledge or Meet/No):	Exceptions Taken:
Attachment 2 - Gov. Rell Ethics Memo		

Appendix B - Pricing Matrix
RFP# CGP102315

Proposer: _____
Date: _____

Rates

Vessel Pricing and Information

Vessel Operator _____
Vessel Name _____
Proposed Port of Embarkation/Debarcation _____
Total Transit Days Required (to and from Juneau, AK) _____

Vessel Day Rates

Mobilization/Demobilization Day Rate (\$ / Day) \$ _____
Transit Day Rate (\$ / Day) \$ _____
Testing Day Rate (see bid specification document for further details) (\$ / Day) \$ _____
Operations Day Rate (\$ / Day) \$ _____

Fuel and Lubrication Costs *

*** Provide consumption estimates only if fuel and/or lubrication are charged on top of standard vessel day rates.**

Fuel Consumption Transiting (Maximum USG / Day) _____
Fuel Consumption Operating (USG / Day) ** _____
** Anticipated Maximum Usage to Support the Proposed ROV & SCUBA Operations _____
Fuel Consumption Dockside (USG / Day) _____
Average Lube Consumption (USG / Day) _____
Per Person Catering & Consumables (\$ / Day) \$ _____
Total Other Costs (\$ / Day)*** \$ _____

*** Use additional lines as necessary below to provide a description & Per Day pricing for each additional other cost item. Also indicate if the item is simply an additional option or requirement for this charter.

Appendix C - Company Profile

RFP #CGP102315

Appendix C - Company Profile

RFP# CGP102315

Section #	Required Information	Bidder Response
Company Profile		
(a)	Company or Proposer name and home office address	
(b)	Taxpayer ID #	
(c)	CT license #	
(d)	D-U-N-S ® #	
(e)	Name, telephone number and email address of contact person	
(f)	Year the company was established and number of years in business	
(g)	Number of years the bidder has been providing services similar to those being solicited	
(h)	Total # of company's physical locations	
(i)	Total # of employees	
(j)	Size of client portfolio (# of clients and total revenue)	
(k)	Number and nature of legal actions currently in litigation against the proposer	
(l)	Location of the office that will be primarily serving the University	
(m)	Are you a State of Connecticut DAS certified set-aside business enterprise? If so, please choose the appropriate category:	Small Business Enterprise: _____ Black (BL): _____ Hispanic (HI): _____ Iberian Peninsula: _____ Asian: _____ American Indian: _____ Disabled Person: _____ Woman: _____ Woman Black: _____ Woman Hispanic: _____ Woman Iberian Peninsula: _____ Woman Asian: _____ Woman Am. Indian: _____ Woman Disabled: _____ Disabled Black: _____ Disabled Hispanic: _____ Disabled Iberian Pen.: _____ Disabled Asian: _____

Appendix C - Company Profile

RFP #CGP102315

		Disabled Am. Indian: _____
(n)	Indicate all other names by which this organization has been known and the length of time known by each name:	
(o)	Which of the following best describes your business structure:	Corporation: _____ Partnership: _____ Sole Proprietorship: _____ Joint Venture: _____ LLC: _____ Non-Profit: _____
(p)	List all supervisory personnel, such as Principals and Supervisors who will be directly involved with the contract. Indicate the number of years of experience and number of years which they have been in a Supervisory capacity:	
Name: _____ Years/Supervisor: _____ Tel: _____		
Name: _____ Years/Supervisor: _____ Tel: _____		
Name: _____ Years/Supervisor: _____ Tel: _____		
Name: _____ Years/Supervisor: _____ Tel: _____		
Name: _____ Years/Supervisor: _____ Tel: _____		
Name: _____ Years/Supervisor: _____ Tel: _____		
(q)	Has your organization ever failed to complete a contract, or has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract?	YES or NO
(q)(1)	If yes, indicate the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s) (ATTACH ADDITIONAL SHEETS IF NECESSARY):	
(r)	List all legal or administrative proceedings currently pending or concluded adversely within the last five (5) years which relate to procurement or performance of any public or private service/maintenance contracts	1. Attached _____ OR

Appendix C - Company Profile

RFP #CGP102315

private service/maintenance contracts.

2. Not Applicable _____

Appendix D - Information and Documentation

RFP# CGP102315

Proposer: _____

Date: _____

Required Support Information														
1	General Vessel Specifications including at minimum...	Response												
a	Vessel name and year of manufacture													
b	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Vessel physical specifications</td> <td style="width: 20%;">Length</td> </tr> <tr> <td></td> <td>Width</td> </tr> <tr> <td></td> <td>Draft</td> </tr> <tr> <td></td> <td>Gross Tons</td> </tr> <tr> <td>list additional features as necessary</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>	Vessel physical specifications	Length		Width		Draft		Gross Tons	list additional features as necessary				
Vessel physical specifications	Length													
	Width													
	Draft													
	Gross Tons													
list additional features as necessary														
c	Vessel classification and/or letters of vessel designation													
d	Available deck space													
e	Science berthing capacity and configuration													
f	Propulsion and performance (i.e. main drives, propeller types, thruster types and general locations, cruising speed, endurance, range, fuel consumption, etc.)													
g	Vessel lifting and handling equipment with associated weight ratings. Note, copies of current test certificates for all lifting and handling equipment will be required for submission by the selected vessel contractor.													
h	Primary bridge electronics and vessel communications equipment													
i	Vessel power available for science supplied equipment (e.g. ROV Systems). Provide total capacity as well as voltage and amperage options available.													
j	General specifications for small boat(s) to be provided in support of SCUBA operations													

2	Representative Photos ~ provide photos documenting the general vessel design, laboratory and deck spaces available for science operations, galley and mess deck facilities, handling equipment, representative berthing, etc.	Provide attachment
3	Deck Plans ~ scaled deck plans of the charter vessel should be provided of such resolution and with sufficient detail to document the size and general layout of the main vessel decks utilized for deck operations, the location and size of all science laboratory space as well as the location of vessel handling equipment.	Provide attachment
4	Representative Vessel History and experience supporting similar operations and/or research projects. Include a contact name and email reference for each project.	Provide attachment
5	Crew Makeup and Experience ~ provide the number of vessel crew proposed to assist with this charter, the general makeup of the crew (e.g. master or captain, first mate, chief engineer, electronics technician, boson, deck hands (q=4) , cook, etc.). Also provide documentation indicating pertinent employment experience for the vessel master, officers, and other primary vessel crew (e.g. first mate, chief engineer, chief boson, cook, etc.).	Provide attachment

Attachment 1

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CONNECTICUT)
) **ss.:**
COUNTY OF _____)

_____, being first duly sworn, deposes and says:
(Type or print name)

that he or she is the _____ of
(Type or print title)

_____, who submits herewith
(Type or print name of company/firm)

to the _____ attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; and that such bid/proposal as not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein name or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/themselves, an advantage over any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- (b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else hat said bidder/proposer or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw bid/proposal;
- (c) did not, in any manner, directly or indirectly, seek by agreement communication, or conference with anyone to raise or fix the bid price of said bidder/proposer or of anyone else or to raise or fix any overhead profit or cost element of their price or of that of anyone else;
- (d) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereof, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group individuals, except to the awarding authority or to any person or person who have a partnership or other financial interest with said bidder/proposer in their business.

Signed:

Name: _____

Title: _____

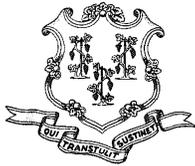
Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20____, by

_____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public

(Notarial Seal)

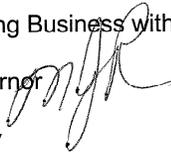
Attachment 2



M. JODI RELL
GOVERNOR

STATE OF CONNECTICUT
EXECUTIVE CHAMBERS

MEMORANDUM

To: Vendors Conducting Business with the State of Connecticut
From: M. Jodi Rell, Governor 
Subject: State Ethics Policy
Date: September 28, 2004

As you are undoubtedly aware, state government is striving to improve how it conducts its business. The task force charged with analyzing the state contracting process recently recommended to me several areas which require improvement. I expect to implement a number of those recommendations. Your assistance is needed in order to facilitate change.

While the state ethics code does not prohibit gifts to state employees altogether—for example, the law permits employees to accept a gift in celebration of a major life event and up to \$50 per calendar year in food and beverage—the intent of the code is clear. State employees should not just avoid impropriety, but even the mere appearance of impropriety, and should forego accepting gifts from those with whom the state does business.

I would also call your attention to section 1-84(m) of the Connecticut General Statutes, which prohibits state employees from accepting gifts from those who do business, or seek to do business, with the employee's agency or department. Vendors and prospective vendors are also prohibited from knowingly giving gifts to state employees in violation of this section.

My request to you is this, no matter how well-intentioned or appreciative you may be of an employee's assistance, I would ask that you refrain from offering a state employee a gift of any kind, including, but not limited to, meals and beverages. Offering a gift to an employee puts the employee in the rather uncomfortable position of having to decline the gift or ascertain its monetary value and consult with an attorney and/or the state Ethics Commission.

I expect—and indeed the residents of this state deserve—state government employees to adhere to the highest ethical standards, which may entail more stringent practices than even the ethics code provides. With your assistance, the state should be well on its way to restoring the public's faith in state government.

I would appreciate it if you would communicate this message to your employees. Thank you for your cooperation and understanding.

Kraken2 (K2) 1000 meter ROV Specifications

General System Characteristics:

The Kraken2 (K2) vehicle is a purpose-built “science class” ROV (remotely operated vehicle) capable of operating to depths of up to 1000 meters. With its attached tool skid, the K2 vehicle has a combined dry weight of approximately 2300lbs and measures 39”w x 84”l x 67”h (76”h to the top of the lifting bale). The attachable light bar extends the overall system footprint to approximately 100” in length, excluding all configurable lighting and imaging systems.



The K2 platform uses a dual tether, down-weight system, comprised of a main 1220 meter electro-optic, strength (Kevlar) reinforced umbilical spooled on an oceanographic winch that is coupled to a secondary 45 meter electro-optic flying tether. A variable weight depressor frame, configured between 500-1000 pounds, provides a junction point for this transition as well as isolation between the vehicle’s movements and those of the support vessel above.

A modified 20’ ISO shipping container provides the primary control environment incorporating all power, control, navigation, and data recording equipment associated with the K2 platform. Along with providing accommodations for the ROV pilot, navigator, and two science personnel, this space also doubles as the primary workshop from which all routine vehicle maintenance is performed.

Kraken2 Sampling Capabilities:

In order to meet the diverse needs of a science class research platform, the K2 ROV was purposely developed with accommodations to support a wide assortment of scientific sampling, imaging, and data collection devices in various mounting arrangements. In its current form, the K2 ROV provides the following core capabilities:

- Support for up to two simultaneous hi-definition (HD-SDI) and four standard definition (NTSC) video feeds and up to nine independent video and digital still cameras (HD and SD) configured on the vehicle. Emphasis on application of multiple, simultaneous camera systems for qualitative and quantitative imaging and recording on multiple formats; e.g. Hi-definition video, down-looking video cameras for orthogonal imagery during transects, manipulator camera for imaging in hard to reach spaces, sampling

Attachment 3

cameras, and digital still imaging.

- Independent contact closure to support 35mm or similarly triggered devices.
- Support for up to two sets of independently switched parallel laser pairs for size scaling and image calibration (10cm and 20cm typical).
- Support for up to four individually switched lighting circuits (1 to 2 lights per circuit) offering a flexible combination of lighting systems and configurations.
- Heavy duty center-positioned pan/tilt unit with potentiometer feedback to accommodate various imaging, lighting, and scaling systems. Includes logged and user-selectable “home” pan & tilt settings for repeatable transects.
- Provision of independently switched electrical power supply ports in both DC (5, 12, 24V) and AC (120V) to support a range of user supplied subsea sampling tools and sensors.
- Provision of independent serial data ports (RS-232, RS-485, & RS-422) to accommodate a range of data transmission and control requirements.
- Provision of independent Ethernet ports available as an expansion capability.
- 6-Function HYDRO-LEK hydraulic manipulator with various claw and wrist attachments (i.e. coral cutter, scoop tool, camera mount, etc.) supporting physical and biological sample collection, device deployment, component recovery, and other manipulative functions.
- Secondary 6-function HYDRO-LEK hydraulic valve pack (+/- 2400PSI) to support science sampling applications and devices.
- Integrated support for one Kongsberg Simrad Mesotech Ltd. Digital sector scanning sonar head with surface controlled interface (1 @ 1500m and 1 @ 6000m).
- Kongsberg Simrad Mesotech Ltd. 1007 Altimeter for accurate altitude measurements and data logging.
- Seabird SBE-19 Plus CTD for independent environmental sampling
- Configurable specialized sampling tools and containers to accommodate physical, chemical and biological sampling requirements; including 1) a 12”w X 36”l X 10”h insulated polypropylene “biobox” mounted to a hydraulic extensible sample tray, designed to keep specimens at ambient water temperatures; 2) “biobox” quiver rack designed to expand the capacity of the insulated biobox with seven, 4” ID sample quivers for discrete samples and/or sediment cores; 3) quiver sample carousel accommodating eighteen 4” ID sample quivers for discrete samples and/or sediment cores (6 full-height cores maximum); 4) an integrated suction sampling system

Attachment 3

incorporating a high power, variable speed, bi-directional suction pump and eight (6-1/2 liters) bucket suction sample rotisserie allowing for independent sample collection; 5) 4"x4" mechanically (manipulator) closed stainless steel boxcores; 6) various diameter & length tube/punch cores and quivers; 7) opening/closing detritus samplers; 8) Niskin bottles for water sampling; etc.

The following is a list of imaging and lighting systems currently available from NURTEC for direct integration on the K2 platform:

1. *Insite Pacific Zeus+ Hi-Definition video camera, depth rated to 6000 meters (Ikegami HL40 camera w/ Fujinon lens)
2. Kongsberg OE14-502 Hi-Definition video camera, depth rated to 6000 meters
3. Two Insite Pacific 3-chip, standard definition broadcast quality video cameras, two available (Aries 3000m & Atlas 4000m rated)
4. Four Insite Pacific Aurora standard definition, wide single chip video cameras
5. Kongsberg OE14-408 10MP Digital Still Camera with OE11-442 Underwater Flashgun
6. Insite Pacific Scorpio Plus 3 mega-pixel digital still camera (6000 meter rated) with twin electronic strobes (3000 meter rated)
7. Photosea 35 mm film camera with strobe
8. Five Nuytco HMI lights (4– 200 watt, 1-600 watt), for daylight quality (5600o K) lighting
9. Deep Sea Power & Light 2000 lumen LED Multi-SeaLite unit
10. Two Deep Sea Systems International OceanLED 5800 lux lights
11. Five Deep Sea Power & Light Quartz Halogen Multi-SeaLite units

* Owned by University of Mississippi and available on an individual request basis only

Tracking & Navigation Systems:

1. ORE Trackpoint II Ultrashort Baseline (USBL) tracking system for general relative vehicle tracking and positioning.
2. Winfrog Integrated Navigation System (INS) incorporating USBL tracking offsets, vessel GPS, vessel Gyro, vessel fathometer, K2 heading, depth, and altitude. Along with providing for basic vehicle navigation the Winfrog INS also provides the ability to integrate multibeam and side scan sonar geo-tiffs to serve as basemaps and aid in pilot navigation, exploration and research efficiencies as well as the ability to continuously log ROV and ship navigation and sensor data, provided to scientists in text-readable format.

Major Support Equipment:

The following is a list of all major items used in support of the Kraken2 (K2) ROV:

- 1) Kraken2 (K2) ROV w/tool skid: 48"W x 96"L x 72"H ~ 2,300 lbs
- 2) ROV Control Van: 8'W x 20'L x 8-1/2'H ~ 12,000 lbs max.
- 3) Oceanographic Winch: 8'W x 6-1/2'D x 6-1/2'H ~ 5,500 lbs
- 4) Hydraulic Pressure Unit (HPU): 56-1/2"W x 41"D x 75"H ~ 1,750 lbs
- 5) Sheave for Umbilical: 36" diameter x 15"W

Attachment 3

- 6) ROV Depressor Frame: 22"W x 45"L x 50-1/2"H ~ 1,050 lbs
- 7) Deck Storage Totes (quantity 4): 43"L x 28"W x 20"H ~ stackable on deck

Power Requirements:

- 1) The ROV control van is wired for 208VAC Three Phase and has a maximum load of 80 Amps at 120 Volts, or $80 * 120 = 9600$ VA per leg. For three legs, the total is $3 * 9600 = 28800$ VA or 28.8 kVA.

The actual load under realistic conditions is typically on the order of 75A max. An isolation transformer can be provided to accommodate 460VAC if 208 is unavailable. The transformer is approximately 36"W x 24"D x 36"H ~ 550lbs in weight. The K2 ROV is powered from the control van so no additional power is required for this unit.

- 2) The HPU is wired for 208VAC Three Phase although it can accommodate either 208VAC Three Phase or 460VAC Three Phase power ~ whichever is readily available. In practice, this unit is typically supported by a 100A, 208VAC Three Phase service capable of handling the peak starting power of this unit (see below).

The three-phase motor for the HPU is rated at 30 horsepower (HP) with an efficiency of 92.4% or 24.2 kVA with the motor running at rated load. The motor nameplate lists it as a code letter "G" motor which would have a peak starting power is between 5.6 and 6.29 kVA per HP. Assuming an average $(5.6 + 6.29) / 2 = 5.95$ kVA per HP. Then, for a 30 HP motor the peak starting power is $5.95 * 30 = 178.5$ kVA.

For more information on capabilities, pricing and availability, please contact our Technical Director, Kevin Joy (860-405-9112, kevin.joy@uconn.edu).