

THE UNIVERSITY OF RHODE ISLAND

Solicitation Information 3/17/2023

RFP# 101242

TITLE: BOAT BUILDING SERVICES

Submission Deadline: 4/4/2023 1:00PM (Eastern Time)

PRE-BID/ PROPOSAL CONFERENCE: NO
MANDATORY: NO

If YES, any Vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory Pre-Bid/ Proposal Conference. The representative must register at the Pre-Bid/ Proposal Conference and disclose the identity of the vendor whom he/she represents.

DATE:

LOCATION:

Questions concerning this solicitation must be received by the URI Purchasing Department at URIPurchasing@uri.edu no later than **3/27/23 12:00PM (EST)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

BID SURETY BOND REQUIRED: NO

PAYMENT AND PERFORMANCE BOND REQUIRED: NO

Shanyka Soriano, Assistant University Purchasing Agent

Note to Applicants:

- Applicants should register on-line at the URI Controller's Website at <https://web.uri.edu/controller/accounts-payable/suppliers/>
- Proposals received without a completed URI Bidder Certification Form may result in disqualification.

Respondent Information:

Company Name _____

Address _____

Contact Name _____

Contact Email _____ :

Contact Phone _____

University of Rhode Island Bidder Certification Form

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to read, sign and comply with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Rules for Submitting Offers

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter into a contract with the University of Rhode Island. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete signed (in ink) offer package must be delivered to the University of Rhode Island Purchasing Office by the time and date specified for the opening of responses in a sealed envelope.

Bid responses must be submitted on the URI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Documents misdirected to other State or University locations or which are not present in the University of Rhode Island Purchasing Office at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the University of Rhode Island Purchasing Office. Postmarks shall not be considered proof of timely submission.

RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored.

PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the University Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The University of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price.

PRICES QUOTED ARE FOB DESTINATION.

DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at the vendor's expense.

PREVAILING WAGE, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS. Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

PUBLIC RECORDS. Offerors are advised that all materials submitted to the University for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting the Rhode Island Vendor Information Program (RIVIP) at www.purchasing.ri.gov > Solicitation Opportunities > Other Solicitation Opportunities. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the University's sole option.

BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

SPECIFICATIONS. Unless specified “no substitute”, product offerings equivalent in quality and performance will be considered (at the sole option of the University) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

VENDOR AUTHORIZATION TO PROCEED. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the University of Rhode Island, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the University of Rhode Island Purchasing Office PRIOR to delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by the University of Rhode Island Purchasing Office, shall be considered a binding contract.

REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE AND THE UNIVERSITY OF RHODE ISLAND CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State’s Purchasing Laws and Regulations and other applicable State Laws and Regulations, including the Board of Governors for Higher Education Regulations and General Terms and Conditions of Purchase. The Regulations and General Terms and Conditions are incorporated into all University of Rhode Island contracts and can be viewed at: <https://web.uri.edu/purchasing/files/BOGREG.pdf> and www.ridop.ri.gov .

EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws also apply.

PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

DEFAULT and NON-COMPLIANCE Default and/or non-compliance with the requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state/University of Rhode Island.

COMPLIANCE Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State’s Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the Risk Management Office at the University of Rhode Island.

Each bid proposal for a *public works project* must include a “public copy” to be available for public inspection upon the opening of bids. **Bid Proposals that do not include a copy for public inspection will be deemed nonresponsive.**

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 at <https://www.ridop.ri.gov/rules-regulations/>

SECTION 4 - CERTIFICATIONS

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.

THE VENDOR CERTIFIES THAT:

___1 I/we certify that I/we will immediately disclose, in writing, to the University Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

___2 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe," and (2) RIGL section §37-2-7(16) which identifies the URI Board of Trustees as a public agency and gives binding contractual authority to the University Purchasing Agent, including change orders and other types of contracts and under State Purchasing Regulation 8.2.B any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the University of Rhode Island may be disregarded and shall not be binding on the University of Rhode Island.

___3 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.

___4 I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.

___5 I/we certify that I/we understand that falsification of any information herein or failure to notify the University of Rhode Island Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

___6 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

___7 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<https://www.ridop.ri.gov/rules-regulations/>) and the Board of Governors Regulations on the URI Purchasing Website (<https://web.uri.edu/purchasing/files/BOGREG.pdf>) apply as the governing conditions for any contract or purchase order I/we may receive from the University of Rhode Island, including the offer contained herein.

___8 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

___9 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category: _____

___10 I/we certify that the above information is correct and complete.

IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #1 – 8 and 10 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments where applicable, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

Vendor/Company Name; _____

Vendor's Signature: _____ Bid Number: _____ Date: _____
(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Print Name and Title of Company official signing offer

SECTION 1: INTRODUCTION

The URI Board of Trustees/University of Rhode Island is soliciting proposals for aluminum fabrication and boat building services from qualified OFFERORS to provide a new 26' aluminum research vessel built to existing design specifications provided by Response Marine, Inc. in accordance with the terms of this Request for Proposal ("RFP") and the General Terms and Conditions of Purchase indicated in the attached URI Bidder Certification Form.

The initial contract period will begin approximately April 1, 2023 for one year, and upon taking delivery of the completed vessel based on vendor performance and the availability of funds.

This is a Request for Proposals, not a Request for Quotes. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to cost; there will be no public opening and reading of responses received by the University of Rhode Island Purchasing Department pursuant to this solicitation, other than to name those offerors who have submitted proposals.

Instructions and Notifications to Offerors

1. Potential offerors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content shall be borne by the vendor. The University assumes no responsibility for these costs even if the RFP is cancelled or continued.
4. Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the University of Rhode Island Purchasing Director.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated in the proposal.
6. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal, and the subcontractor(s) to be used is identified in the proposal.
7. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.

8. Vendors are advised that all materials submitted to the University of Rhode Island Purchasing Department for consideration in response to this RFP may be considered to be public records, as defined in R. I. Gen. Laws § 38-2-1, *et seq.*, and may be released for inspection upon request, once an award has been made.

Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the University of Rhode Island Purchasing Department may release records marked confidential by a vendor upon a public records request if the University determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature. Vendors are also advised that responses marked confidential in their entirety may be deemed non-responsive. **Inclusion of a “confidentiality header/footer” on entire pages of submissions (or all pages) is NOT considered an acceptable way to flag confidential information (flags must be very specific and a specific justification explaining how the information meets the APRA exception must be provided with it) and will not be recognized by URI.**

9. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
10. By submission of proposals in response to this RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the State of Rhode Island exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

Vendors and subcontractors who do more than \$10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an “Affirmative Action Policy Statement.”

Vendors with 50 or more employees and \$50,000 or more in government contracts must prepare a written “Affirmative Action Plan” prior to issuance of a purchase order.

- a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.

- b. Vendors further agree, where applicable, to complete the “Contract Compliance Report” (as well as the “Certificate of Compliance”) <https://dedi.ri.gov/divisions-units/equal-opportunity-office/contract-compliance-related-forms> and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order. For public works projects vendors and all subcontractors must submit a “Monthly Utilization Report” to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.

For further information, contact the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via e-mail at ODEO.EOO@doa.ri.gov.

11. In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).

12. In accordance with R. I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1 it is the policy of the State to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs) and to support the fullest possible participation of small disadvantaged businesses owned and controlled by persons with disabilities (Disability Business Enterprises a/k/a “DisBE”)(collectively, MBEs, WBEs, and DisBEs are referred to herein as ISBEs) in the performance of State procurements and projects. As part of the evaluation process, vendors will be scored and receive points based upon their proposed ISBE utilization rate in accordance with 150-RICR-90-10-1, “Regulations Governing Participation by Small Business Enterprises in State Purchases of Goods and Services and Public Works Projects”. As a condition of contract award vendors shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract price, inclusive of all modifications and amendments. Vendors shall submit their ISBE participation rate on the enclosed form entitled “MBE, WBE and/or DisBE Plan Form”, which shall be submitted in a separate, sealed envelope as part of the proposal. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity or firms certified as DisBEs by the Governor’s Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. Information regarding DisBEs may be accessed at www.gcd.ri.gov.

For further information, visit the Office of Diversity, Equity & Opportunity’s website, at <http://odeo.ri.gov/> and see R.I. Gen. Laws Ch. 37-14.1, R.I. Gen. Laws Ch. 37-2.2, and 150-RICR-90-10-1. The Office of Diversity, Equity & Opportunity may be contacted at, (401) 574-8670 or via email ODEO.EOO@doa.ri.gov.

Restrictions on Communications – No Bidder-initiated contact, other than normal business activities not associated with this procurement, will be allowed after the issuance of this RFP between Bidders and University employees or their agents regarding this solicitation, except with express permission of the University Purchasing Department. Any such other contact may be considered improper and may disqualify a Bidder from further consideration. The appropriate channel to direct

any communications, concerns or questions regarding the RFP is through the email address provided herein.

If a Bidder fails to notify the University of Rhode Island Purchasing Department contact person of an error in this RFP which was known or reasonably should have been known to the Bidder, the Bidder shall submit a response at the Bidder's own risk. If awarded the contract, the Bidder shall not be entitled to additional compensation or performance time by reason of the error or its later correction.

SECTION 2: BACKGROUND

The URI Graduate School of Oceanography is a premiere oceanographic research institution situated along the west passage on Narragansett Bay, Rhode Island. With the Narragansett Bay estuary and nearby Block Island and Rhode Island Sounds providing limitless opportunities for education, outreach, equipment design/testing and scientific discovery, URI seeks a durable, custom-designed, 26' research vessel, of welded aluminum construction to facilitate the research and educational goals of the institution. This vessel will be used for a wide range of oceanographic research, including water and sediment sampling, plankton net tows, testing ocean robotics (e.g. AUVs, gliders), deploying, servicing and maintaining research buoys and coastal geophysical studies (towed and pole mounted sonars, ADCPs). With no long-term mooring or access by boat ramp, the vessel will be stored at the URI GSO on a trailer and transported to several boat ramps throughout the greater RI area.

Vessel construction will include installation of specialized equipment for lifting, surveying, and sampling, some of which will be furnished to the builder by the URI. URI personnel require approximately four site visits (not including sea trials) to vendor's build location in order to discuss equipment installations, inspect progress of work, and review other potential issues with vendor. Therefore, the selected vendor must be located within 300 miles one-way driving distance from Kingston, Rhode Island. The vendor shall provide access and personnel for these site visits. URI shall give builder seven days' notice before any site visit inspection trips.

It is important for URI to have use of the boat by the 2024 season, and therefore delivery is requested within twelve months after award of the contract. Builder shall quote delivery date in their proposal.

SECTION 3: SCOPE OF WORK AND REQUIREMENTS

SPECIFICATIONS

1.0 GENERAL

Hull Type:	Modified Vee with approximate deadrise angles of 10° transom, 23° at station 4 and 54° cutwater
Hull Length Overall:	26' 6"
Hull Beam Overall:	8' 6" <u>without</u> rub rails 8' 11" w/ DB-503 rub rails
Draft (hull):	1' 7"
Norm. Oper. Displ.:	8,100 lbs. (approx. w/ 3 crew, half fuel, 300 lbs gear)
Power:	Twin Outboard, 150 HP each, with option of 200 HP
Reference Drawings:	Response Marine Design #628, all dated 8/2/22 -B1; Outboard Profile -B2; Deck Plan -B3; Inboard Profile -B4; Arrangement Plan -B5; End Views -B6; Section at Cuddy -B7; Section at Pilothouse -B8; Section at Cockpit -B9; Typical Frame Section

1.1 DESIGN

The specified design is Response Marine #628. Construction drawings and a single use of numerical control (NC) cutting files will be available directly from Response Marine, Inc. The cost of the construction drawings and use of the NC cutting files is the responsibility of the vendor. Drawings and information will include the following:

- (1) Outboard Profile & Plan
- (2) Inboard Profile & Plan
- (3) End Views
- (4) Construction information and drawings to include:
 - a) Keel Drawing
 - b) Frame Drawings (each transverse frame)
 - c) Hull & Deck Plating
 - d) Bottom & Deck Stringer Layouts
 - e) Topsides Stringer layouts
 - f) Deck Margin Plate Layout
 - g) Side Deck & Coaming Layouts
 - h) Foredeck layout
 - i) Dive Door & Related Rails
 - j) Transom Drawing
 - k) Engine Bracket Drawing
 - l) Bow Drawing
 - m) Gasoline Fuel Tank Shell Drawings
 - n) Diesel Fuel Tank Shell Drawings

- o) Cuddy & House Structure Drawings
- p) Forming information, as applicable
- q) Window & Door Drawings
- r) Basic Pilothouse Accommodations Layout
- s) Basic Cuddy Accommodations Layout
- t) Side Scan Sonar Pole & Mount
- u) Aluminum Stock & Parts Lists
- v) Weight & Center of Gravity spreadsheet

(5) NC part files for all hull, deck and house structural parts and plating (except extrusions) as well as the fuel tank shall be available from Response Marine to send (un-nested) to the cutting service of the vendor. The design and cutting license for this project is for a single build only.

The vendor shall be responsible for design and installation details of all interior joiner work, outfitting systems and equipment, and related fabrications. The vessel and all outfitting equipment, rigging, and systems shall be in accordance with American Boat Yacht Council (ABYC) Standards, United States Coast Guard (USCG) 33 CFR , and 46 CFR, as applicable.

2.0 CONSTRUCTION

The research vessel shall be of all welded aluminum construction featuring both transverse and longitudinal framing. All hull parts, main hull structural parts and deck parts shall be CAD designed, CAD lofted, and NC cut. Hull structural members shall have interlocking, NC cut notches to ensure correct alignment and structural integrity.

There shall be at least two watertight bulkheads. Other frames may be frames or bulkheads. Scantlings shall be per the following table:

<u>Item</u>	<u>Dimension</u>	<u>Alloy</u>
Keelson	.375" x 4.5" Cut Plate	5086 H116
Transverse Bottom Frames	5" x .190" capped w/ 1.5" x .190 Flange	5086 H116 6061 T6
Bulkheads	.190" Sheet	5086 H116
Longitudinals- Bottom	4" x .25" Cut Flat Bar	5086 H116
Longitudinals- Deck	1.5" x .188" Sq. Tube	6061 T6
Longitudinals- Topsides	3" x .25" Cut Plate	5086 H116
Bottom Plating	.250" Plate	5086 H116
Chine Bar	..375" Plate	5086 H116
Topside Plating	.190" Sheet	5086 H116
Transom	.375" Plate	5086 H116
Working Deck	.190" Sheet	5086 H116
Side & Fore Decks	.190" Sheet	5086 H116
Side Deck & 3" Coaming in Cockpit	.250" Plate	5086 H116
Pilothouse & Cabin Skins	.190" Sheet	5052 H32 & 5086 H116

Fuel Tank	.190" Sheet	5052 H32
Pipe & Tubing	Primarily Schedule 40	6061 & 6063 T6

5083 alloy may be substituted for 5086. All 5083 and 5086 material shall be certified to ASTM B928, marine. All hull skin and structural welds shall be made with "pulse on pulse" welding.

Beds, knees and other heavy-duty reinforcements shall be provided in areas of high stress such as engines and equipment mounts.

Welding- Pulsed MIG, and TIG processes using 5356 filler wire. All underwater seams shall be continuously welded inside and outside. All non-watertight frames and stiffeners shall be welded staggered intermittent. All watertight bulkheads and compartments shall be fully welded on at least one side and may be stitched on the opposite side.

3.0 FUEL & PROPULSION

3.1 FUEL

Gasoline fuel capacity shall total 85 gallons, net of EPA ullage, in a single aluminum tank constructed per USCG and ABYC standards as well as the current EPA standards for evaporative emissions. Tank shall be located near the vessel's normal operating longitudinal center of gravity (LCG). All hoses shall be USCG approved. The tanks shall be fitted with a WEMA style (reed type) fuel level sending unit wired to digital gauge at console, using NMEA 2000 communications protocol. There shall be valved pick-up fittings at the tank for each engine, which shall be easily accessible from the cockpit deck.

3.2 PROPULSION

The vessel shall include twin 150 HP, Mercury outboards (digital controlled), counter-rotating. Engines shall be 25" shafts and installed 36" center to center. Engine installation shall include the following:

- Racor or engine manufacturer primary fuel filters (one per engine) with supply plumbing from tank. Fuel filters shall be sized to engine manufacturer recommendations and shall be mounted under the side gunnels, aft near transom, with removable plate guard protecting the filters from inadvertent impact and line fouling.
- Electronic controls
- Mercury, or Teleflex PRO hydraulic steering w/ 12v power assist and 16" flat dish, stainless steel wheel with tilt helm
- Digital Multi-function gauges, key and kill switches and harnesses
- Fuel Gauge shall be integrated with the engine multi-function gauges
- Engine manufacturer propellers, stainless steel, confirmed to match engine manufacturer recommended RPM with research vessel in normal operating condition and loading.

BIDDER SHALL ALSO PROVIDE, AS A LINE ITEM, THE COST FOR SUSTITUTING MERCURY 200HP ENGINES AND RELATED ACCESSORIES FOR THE ABOVE SPECIFIED PACKAGE.

4.0 SUPERSTRUCTURE

4.1 PILOT HOUSE

Dimensions:

(All horizontal measurements taken at 36" above pilothouse deck)

Length:	6' 1" inside, clear of sheathing, measured on boat CL.
Width:	6'4" inside, clear of sheathing, measured at aft bulkhead
Height:	6'4" minimum in standing areas, clear of any sheathing, rails and chases.

The general house arrangement shall consist of a helm station to starboard with a pedestal mount helm seat. The port side shall have a full-length bench, and there shall be a hinged table mounted on the forward side of the aft bulkhead between the door and bench.

Side deck width outboard of the pilothouse and cuddy trunk shall be at least 9" at the narrowest points.

4.2 FORWARD CABIN

Forward of the dash bulkhead there shall be a cabin trunk providing limited headroom for the forward cabin, which shall measure at least 5' inside length. Forward cabin shall be fit with a forward platform/bench, portable toilet, and full length shelves port and starboard. The forward cabin shall be accessed via a companionway to port of the helm, as close to centerline as possible.

Forward cabin sole, bench and shelving shall be welded aluminum.

5.0 AUXILIARY SYSTEMS & EQUIPMENT

5.1 BILGE PUMPS

The research vessel shall be outfitted with two electric, 1100 GPH bilge pumps with integral strainers and float switches for manual and automatic operation. Pumps shall be Rule 1100B, or equal. Manual operation shall be controllable from the dash panel and shall include indicator lights.

Bilge discharge hose shall be heavy duty, Shields 250 Series, or equal. Hoses shall be looped as high as possible under the gunnel deck, exiting the hull just below the sheerline rubrail, and shall be double clamped with Awab, or equal, non-perforated 316 stainless steel clamps.

5.2 CABIN HEAT

Webasto EVO 40 (13,650 BTU), or equal, diesel heater. Installation shall include the following:

- 3 gallon aluminum diesel tank with deck fill, thru-hull vent and sending unit wired to remote gauge.
- (2) ducted, adjustable windshield defrost outlets
- (1) ducted, pilothouse outlet, installed withing 12” of pilothouse deck.
- (1) remote, fresh air supply for combustion air
- (1) remote, fresh air inlet supply
- Webasto Evo M, or equal, controller

5.3 GENERATOR

URI shall furnish a Honda 2000 watt portable gasoline generator. Builder shall provide a suitable foundation for securing and operating the generator in the aft cockpit. Locations shall be determined and approved on-site during customer visit.

5.5 WASHDOWN SYSTEM

Jabsco #82906-0092, or equal, 6 GPM washdown pump kit. Pump shall be installed above deck and under the gunnel on the starboard side of the pilothouse. Plumbing to include welded aluminum clamshell strainer on the outside of the hull, and a stainless steel sea valve at the hull inlet, with full flow I.D. of 1”. Suction side hoses to be Shields 250 Series, or equal, double clamped with Awab, or equal, non-perforated 316 stainless steel clamps. Discharge fitting shall be in the aft house bulkhead, starboard side of cockpit, under the gunnel, and shall be a Jabsco #31911-000, or equal, quick-connect type.

6.0 ELECTRICAL SYSTEM

6.1 BATTERY SYSTEM

The vessel shall be outfitted with three batteries each of which shall be Group 31 marine batteries (Absorbed Glass Mat, maintenance free). Batteries shall be dedicated as follows:

- Port Outboard, with dedicated switch
- Starboard Outboard, with dedicated switch
- House, with dedicated switch and main breaker

House battery and inverter batteries shall charge through voltage sensing relays from the outboard engine circuits. There shall be switching for emergency paralleling the two engine batteries as well as the house with one of the engine batteries.

The bilge pump circuit shall be wired directly from the house battery, with a dedicated main breaker at the house battery such that this circuit may be hot when all battery switches are in the

“Off” position. Batteries, main breakers and all battery switches shall be located in the aft compartment.

6.2 ACCESSORY SYSTEM

The vessel shall be outfitted with circuit breaker panels providing individually protected and labeled circuits, including several spares. The breaker panels shall be easily accessible from the helm area. Near the main breaker panel, but in the cuddy cabin, there shall be a protected fuse panel with labeled fuses for equipment requiring fuses or thermal circuit breakers instead of magnetic circuit breakers.

There shall be an accessory switch panel at the helm for commonly switched circuits. This switch panel shall be backlit, have LED indicator lights, and include at least the following circuits:

Bilge Pump- Aft, manual switch	Nav Lts; running/anchor
Bilge Pump- Fwd, manual switch	Wiper- port (hi/off/low)
Cockpit Courtesy Lts	Wiper- starboard (hi/off/low)
Flood Lt.- aft	Spare
Flood Lt- fwd	
Flood Lt.- port	
Flood Lt- stbd	

All Panel layouts, labelling and locations shall be approved, on site, by URI personnel prior to finalizing.

6.3 ACCESSORIES

Vessel shall be outfitted with the following 12V electrical accessories.

Bilge Pumps:	(2) Rule RM1100B, or equal
Cabin Lights:	7” Red/White LED w/ switch on casing, (2) in pilothouse, (1) in cuddy cabin
Compass:	Ritchie SS1002 w/ light, or equal
Courtesy Lights:	(2) Red LED in cockpit, mounted under gunwale on aft bulkhead of pilothouse.
Flood Lights:	(4) Aqualitz Quadfire #88623 LED lights, or equal, (1) each aft, forward, port & starboard. Each shall be switched independently.
Fans:	(2) Guest 7”, with optional oscillation, or equal, in pilothouse
Horn:	AFI Dual Trumpet 12vDC Air Horn (#10106), or equal. Stainless Steel. Roof mounted.

<p>Navigation Electronics & Radios :</p>	<p><u>Chartplotter.</u> Garmin GPSMAP 1242xsv, including the following digital chart package, installed:</p> <p>Garmin Navionics US & Coastal Canada - Lakes, Rivers and Coastal Marine Charts, Garmin part # 010-C1287-20</p> <p><u>Radar Antenna.</u> Garmin GMR 18xHD (18" Radome, 4 kW)</p> <p><u>GPS Antenna.</u> Garmin 24xd</p> <p><u>Transducer.</u> Airmar SS60 thru-hull, for 8 to 15 degree deadrise, stainless steel. Transducer shall be installed aft of the fuel bay, between the #1 & #2 bottom stringers.</p> <p><u>Future Transducers.</u> In the event of the future addition of transom-mounted transducers, 3"x1.5" channels shall be installed vertically on the transom, 32" off centerline, port & starboard.</p> <p><u>VHF Radio #1.</u> Standard Horizon Quantum GX6000 VHF/AIS with Hailer function. Installation shall include Comrod AV53B153 antenna, Comrod AV-C adapter.</p> <p><u>VHF Radio #2.</u> Standard Horizon Explorer GX1850 with Comrod AV53B153 antenna, Comrod AV-C adapter.</p> <p>Mounting for the above antennas shall include the following: (2) VHF Antennas on stainless steel ratchet mounts near to aft corners of the pilothouse roof (1) GPS Antenna on the pilothouse roof. (1) Radome mount on forward centerline of house roof. Radar antenna shall be canted in order to be within beam width specification with boat at normal operating and running trim angles.</p>
<p>Navigation Lights:</p>	<p>Port; Starboard cabin sides; Pole/Anchor, each to be LED and comply with USCG Navigation Rules.</p>
<p>Outlets:</p>	<p>(2) 12V, in pilothouse near centerline at forward bulkhead</p>
<p>Spotlight:</p>	<p>Golight Stryker LED #30204, or equal, roof-mounted, electric remote with control pad at helm.</p>

Survey Electronics:	<p>Builder shall fabricate and install a beam (nominally 4" x 2" channel) 2.2 meters in length and 6" above the pilothouse roof, along the vessel centerline. Builder shall install and cable the following URI furnished equipment on the beam:</p> <ul style="list-style-type: none"> (2) GPS antennas (1) RTK antenna (1) LIDAR (1) IMU <p>Exact locations to be determined and approved by URI prior to final installation.</p>
Windshield Wipers:	(2) AFI, or equal, self-parking, two speed with pantographic arms and composite blades

6.4 120V AC SYSTEM

30 amp, 120 volt shore power inlet with main ELCI circuit breakers as required. Additional AC system components shall include the following:

Panel: 120 volt with main breaker & accessory circuit breakers for:

- Battery Charger
- Outlets #1
- Outlets #2
- Spare

Battery Charger: ProMariner #52026, or equal, 3 bank, 24 amp, wired from one of the 120v outlet circuits. (This charger supplies the house & (2) engine batteries. The inverter/charger charges the (2) inverter batteries.)

Isolation Transformer: Victron Energy #ITRO40362041 or equal. 3600W

Inverter/Charger: Xantrex Freedom XC Pro Marine 2000, 2000W/120A

Inverter Batteries: (2) RELION RB300, lithium, 300AH, 8D

Outlets: (2) Duplex GFCI outlets in pilothouse

Shore power Cord: 30 amp, 50'

7.1 OUTFITTING EQUIPMENT & HARDWARE

The vessel shall be outfitted with the following:

Hull & Deck Equip.:	<ul style="list-style-type: none"> • <u>10" Aluminum Cleats</u>. (6) Welded to side and fore decks, aft, spring, and bow. Fraser Bronze DC-10S or equal.
	<ul style="list-style-type: none"> • <u>Bow Eye</u>. Aluminum Fabrication welded to, or integral with, keel at stem. Sufficient structure and hole sizes for trailer winch and safety cable.
	<ul style="list-style-type: none"> • <u>Davit Sockets</u>. (2) through cockpit side decks and run to cockpit deck. Nominally 4" I.D. with Delrin or UHMW bearing for a net I.D. to accommodate a 3.5" O.D. davit. Socket to provide for pinning the davit 90 degrees outboard 0 degrees forward and 180 degrees aft. Exact location and positioning details to be provided by URI.
	<ul style="list-style-type: none"> • <u>Davit & Winch</u>. URI will provide a nominally 3.5" diameter aluminum, removable davit with 12 or 120 volt winch. Builder shall be responsible for installing sockets in the port and starboard gunwales (see above) with suitable tie-in to structure for a 250 lbs. safe working load davit, as well as wiring and plug receptacles for the winch near each socket.
	<ul style="list-style-type: none"> • <u>Deck Tie Downs</u>. (6) Flush mounted tie downs in the cockpit deck and (2) in foredeck. Fraser Bronze #FR-063.0, or equal. Cast aluminum fittings, welded to deck.
	<ul style="list-style-type: none"> • <u>Dive Door</u>. 30" clear opening with removable (lift out) door panel located on the starboard side between forward and aft davit sockets. Door shall be fair with the outside of the hull and shall have rub rail in-line with the hull sheerline rubrail. Door/hull joint shall be gasketed to minimize water intrusion into the cockpit and have latches or pins to secure in place. Door threshold shall be approximately 2" inches above the cockpit deck. The door opening shall have vertical handrails in the opening welded to the forward and aft frames of the doorway.
	<ul style="list-style-type: none"> • <u>Dive Ladder</u>. The builder shall fabricate a 5' long T-style portable ladder and provide for attachment of the ladder in the dive door opening.

	<ul style="list-style-type: none"> • <u>Rub Rail.</u> 3" Rubber "D" running full length each side, 3" diameter x 2 ½" projection from hull. Johnson DB-503, or equal. Rub rail to be secured by welded aluminum angles, no fasteners. Rub rail shall be installed on a sheerguard knuckle, a nominally 5" vertical panel of the topside plating that runs full length of the hull and wraps around the bow. The aft ends are capped with aluminum plate held back ¼" from the transom.
	<ul style="list-style-type: none"> • <u>Rub Strakes.</u> (Port & Starboard) 3" Rubber "D" running port and starboard from the transom approximately 15' forward, terminating in a sniped end that lands on a transverse frame. Rub strakes to be secured by welded aluminum angles, no fasteners.
	<ul style="list-style-type: none"> • <u>Scuppers.</u> Scupper pipes with transom flaps shall be provided for drainage of self-bailing cockpit, port & starboard.
	<ul style="list-style-type: none"> • <u>Side Scan Sonar Pole.</u> Fabricated from 2" sch 40 aluminum pipe, nominally 66" long with base plate to receive side scan sonar transducer and with (2) pad eyes. Transducer base plate shall be 3/8" plate x 9" diameter machined with a 2" center hole and (8) .80" bolt holes on 7.50" bolt circle. Drawing file for this part is available from Response Marine, Inc. Transducer shall be provided by URI. The Sonar pole will be arranged such that it may be pivoted up/aft by means of the davit and a cable running to a padeye on the Sonar Pole. • <u>Side Scan Sonar Pole Mount.</u> Aluminum plate & tube fabrication consisting of the following: <ul style="list-style-type: none"> • Gunwale mounted base plate- Nominally 15" long x 9" wide x 10" tall, bolts to the starboard gunwale, just aft of the pilothouse. • Pole Receiver and pivot mount- Pivot mount bolts to the gunwale mount part with a single, ¾" bolt about which the assembly can pivot. There are two additional 3/8" bolts, used only to secure the receiver in the down position. At its outboard end, the pivot mount has a fabricated, split yolk assembly with (4) bolts which clamps onto the sonar pole.

	<ul style="list-style-type: none"> • Zincs. (2) Transom-mounted zincs, mounted on brackets off the research vessel transom with no fasteners into the hull. Zinc's shall be Martyr # CMZC2AA, or equal.
Pilothouse:	<ul style="list-style-type: none"> • <u>Roof Vent.</u> Marinco, Nicro MiniVent 1000, or equal, 3" stainless steel w/ solar charged battery & closable damper.
	<ul style="list-style-type: none"> • <u>Cable Penetrations.</u> (4) in aft house bulkhead, 18" above the cockpit deck, each side, and just below roof, each side. Lower penetrations to be 4" NPT threaded half couplings with threads on exterior and supplied with (2) 4" PVC threaded pipe plugs. Upper penetrations to be 2 ½" NPT threaded half couplings with threads on exterior and supplied with (2) 2 ½" PVC threaded pipe plugs. Exact locations to be approved on site by URI. (1) 3" NPT half coupling and PVC plug as above, located at the top port corner of the windshield panel. Exact location to be approved on site by URI.
Cuddy Cabin:	<ul style="list-style-type: none"> • <u>Companionway Door.</u> Bifold or double slider, with vent and with latches accessible from interior and exterior to secure the door open and closed. Door may be aluminum or plastic and is for privacy only.
	<ul style="list-style-type: none"> • <u>Portable Toilet.</u> Thetford PortaPotti 135, or equal. Installed on a platform on the starboard side of the cuddy cabin, just forward of the companionway bulkhead. Toilet shall be secured in place with provision for easy removal.
	<ul style="list-style-type: none"> • <u>Roof Vent.</u> Marinco, Nicro MiniVent 1000, or equal, 3" stainless steel w/ solar charged battery & closable damper.
Rails:	<ul style="list-style-type: none"> • <u>Bow Rails.</u> Fabricated with 1" schedule 40 aluminum pipe gusseted and welded to pilothouse front, cuddy trunk top and foredeck. Rail layout to provide for foredeck walk space outboard of the rails and between the forward end of the rails. Height and layout to be approved by URI.

	<ul style="list-style-type: none"> • <u>Hand Rails.</u> Pilothouse interior- 3/4" schedule 40 aluminum pipe Overhead on centerline Port dash Sides of Doorway & Companionway Pilothouse exterior- 1" schedule 40 aluminum pipe Aft corners Roof sides Roof underside (or aft lip) in cockpit <p>Exact handrail layout to be approved by URI.</p>
	<ul style="list-style-type: none"> • <u>Outboard Engine Guard Rail.</u> 2" sch. 40 aluminum pipe, welded. Guardrail to include a raised section of 1" pipe along it's aft run to keep lines clear of engine cowlings.
	<ul style="list-style-type: none"> • <u>Rescue Rails.</u> Dive door area shall have horizontal rails, 18" to 24" long, recessed into the hull sides, on the forward and aft sides of the doorway. Rails shall be 1" sch. 40 aluminum pipe, welded.
	<ul style="list-style-type: none"> • <u>Tow Post.</u> 4" sch 40 Pipe fabrication with 1" diameter x 11" thru-pin and 1/4" x 5" diameter cap plate. Post shall be tied to hull & deck structure.
Stowage & Access:	<ul style="list-style-type: none"> • <u>Anchor Locker.</u> The area forward of Frame 1 shall be an anchor locker with watertight bottom (at chine) and overboard drains with clamshells. There shall be brackets for securing anchor on the bulkhead, above the rode. Anchor locker hatch shall be Bomar, or equal, cast aluminum, 1215 hinged (or, if un-hinged with a captive leash on the lid), welded to foredeck.

	<ul style="list-style-type: none"> • Deck Plates: <ul style="list-style-type: none"> ○ (1) Bomar # C4808, or equal, 8" deck plate over the fuel tank supply fittings. Others shall be provided as necessary for frequent access for below deck inspection or service. ○ Other inspection plates shall be fabricated aluminum, flush plates secured with stainless steel machine screws. Several rings and disks, plus spares, shall be included in the existing NC parts package for these items. NC deck parts shall include cutouts and marks for these deck plates, though it may be necessary for the builder to hand cut additional holes. • <u>Deck Hatches.</u> <ul style="list-style-type: none"> • (1) Bomar C41524, or equal 15" x 24" clear opening, lift out, cast aluminum hatches welded to aft cockpit deck. • (1) Bomar C41524, or equal 15" x 24" clear opening, lift out, cast aluminum hatches welded to pilothouse deck. • <u>Transom Lockers.</u> (2) fabricated hatches in transom locker bulkhead, accessing batteries, battery switches, and miscellaneous systems. Hatch size shall be sufficient for operation, service, and removal of all components in the compartment.
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7.2 PILOTHOUSE & CABIN JOINER WORK

<p>Insulation & Sheathing:</p>	<p>Below the window bottoms the pilothouse bulkheads & sides shall be insulated with 1" (minimum) thick foam and covered with marine quality paneling.</p> <p>Pilothouse roof and Cuddy trunk roof shall be insulated and sheathed with the same materials above.</p> <p>Hull sides (from sheer to 3" above the pilothouse deck) and gunnel decks in the pilothouse shall be insulated with 1 ½" foam. No paneling is required in this area.</p> <p>In all cases paneling shall be removable for access to any fasteners, equipment, or wiring that may be behind the sheathing.</p>
<p>Pilothouse Windows:</p>	<p>Windshield- (2) fixed Sides- Horizontal sliders (aft panel slides forward, one each, P&S) Sides- Fixed (two each, P&S) Aft- (3) Fixed, including door window Side and Aft windows shall have light smoke tinted glass</p> <p>All windows shall be aluminum framed, clamp ring design with .25" clear safety glass.</p>
<p>Cuddy Cabin Roof Hatch:</p>	<p>Bomar N1049, or equal, 24" (clear opening). Hatch shall hinge up/aft and be operable and lockable from the interior only.</p>
<p>Seating:</p>	<p><u>Helm seat</u>. Todd 1000, or equal, seat with cushions mounted on slider/swivel and aluminum pedestal. Pedestal shall be mounted on a nominally 12" aluminum box with open face on inboard side.</p>
	<p><u>Pilothouse Bench</u>. Full length welded aluminum bench with 2" foam cushion covered in marine quality vinyl fabric. Aluminum bench top shall be 34" above the pilothouse deck. Bench shall have open face with footrail and shelving for rack mount computers. Exact layout of under-bench area shall be determined and approved on-site by URI.</p>

	<u>Cuddy Cabin Bench.</u> The platform between frames 1 and 2 shall be fit with a 2" foam cushion covered in marine quality vinyl fabric.
Table:	Hinged table on the aft bulkhead between the door and bench. Table shall measure nominally 35" long x 24" wide and include ½" fid rails. Table shall be able to be secured in both the up and down positions.
Dash:	Custom dash arrangement to accommodate engine gauges and controls, trim tab controls, switch and breaker panels, and electronic accessories. Helm shall be located to starboard. Arrangement to be approved by URI.
Pilothouse Aft Door:	Bomar, Aluminum 2000, or equal sliding, weather tight door with light smoke tinted window. Clear Opening shall be at least 24". Door shall include lockset with 3 keys and latch for securing door in the open position.
Cuddy Shelving:	Single full-length shelf with 2" lip on inboard side, port & starboard.

8.0 PAINT & GRAPHICS

Unpainted, mill or bead blast finish except for the following:

- Pilothouse Interior: gray
- Decks: Painted non-skid, gray
- Bottom: None.

9.0 FINAL OUTFITTING & ACCEPTANCE TRIALS

9.1 TRAILER

Builder shall provide a trailer, fit to the vessel. Trailer shall be Load Rite aluminum tandem axle bunk trailer, LR-AB28T, or equal, with 10,000 pound capacity and the following accessories:

- Torsion axles (tandem or triple)
- Stainless Steel, Electric, Disc brakes on at least 2 axles
- Plastic Bunk Covers
- LED Lights
- Hand Winch
- Trailer Jack
- Spare tire & carrier

9.2 DOCUMENTATION

- Boat Builder Manuals
- As built drawings in digital and paper format of the vessel (profile & plan views) with weight and hydrostatics information
- Wiring Diagram for entire 12 volt system including panels and all circuit switching and protection
- Wiring Diagram in digital and paper format for entire 120 volt system including panels and all circuit switching and protection
- Component manufacturer manuals with appropriate model numbers highlighted
- Completed component warranty cards
- Certification that engine installations have been approved by authorized dealers and warranties have been registered.

9.3 ACCEPTANCE TRIALS

Vendor shall perform vessel acceptance trials. Acceptance trials shall consist of one day on the water at or near the builder's facility. During trials, all specifications in this document shall be satisfied and all equipment and systems of the research vessel shall be fully functioning. The research vessel systems and equipment, including trailering, launching and retrieval, shall be demonstrated to the satisfaction of URI representatives. Prior to trials, URI shall be given access to the research vessel in order to load and install any URI equipment that is pertinent to trialing the research vessel in its normal operating condition. Vendor shall be responsible for the safe operation of the trials and shall provide the research vessel with half fuel, a qualified boat operator and one additional crew member for extent of the trials.

Final acceptance shall be upon satisfactory delivery to URI. Delivery and Final Acceptance shall be at the URI facility in Narragansett, RI:

University of Rhode Island
Small Boat Program
215 South Ferry Rd.
Narragansett, RI 02882

The awarded vendor will be expected to sign the attached agreement.

SECTION 4: PROPOSAL

A. Technical Proposal

Narrative and format: The proposal should address specifically each of the following elements:

- 1. Capability, Capacity, and Qualifications of the Offeror** - Please provide a detailed description of the Vendor's experience. This includes descriptions of experience building, at minimum, one hundred vessels, and highlighting vessels similar in design and capacity (oceanographic research purposes or similar use). Please provide three relevant client references, including client names, addresses, phone numbers, and build date completion.

Evaluation of these qualifications will be based on the following requirements:

- Builder's demonstrated track record of fabricating welded aluminum vessels
 - Builder must have a successful track record of a least 100 vessels built.
 - Highest preference will be given to builders with demonstrated record of building scientific research vessels of similar size, design, intended use.
 - Preference for demonstrated build history of workboats (non-pleasure boats) similar in size and design for federal, state, and/or municipal governmental entities.
- Quality Management System
 - Builder shall have and maintain a certified Quality Management System (QMS).
 - Preference shall be given to builders who have a QMS certified to the current revision of ISO9001.

2. Staff Qualifications – Provide staff resumes/CV and describe qualifications and experience of key staff who will be involved in this project. Qualifications should include staff with ABYC certifications in relevant disciplines and AWS D1.2 welders.

Evaluation of these qualifications will be based on the following requirements:

- Staff qualifications
 - Builder must demonstrate that they employ ABYC certified technicians in all relevant disciplines.
 - Builder must demonstrate employment of AWS D1.2 certified welders
A signed letter or statement is sufficient.

3. Work Plan – The work plan description shall include a detailed proposed project schedule (by task and subtask), a list of tasks, activities, and/or milestones that will be employed to administer the project, the assignment of staff members and concentration of effort for each, and the attributable deliverables for each task. Please use the specifications and documentation outlined in the Scope of Work to guide your work plan and note in the workplan anticipated site visits from University staff to guide completion of specific tasks or furnish specialty equipment.

Evaluation of these qualifications will be based on the following requirements:

- Proximity of build location to URI (Kingston, RI) within 300 miles one-way driving distance
 - URI personnel require approximately four site visits (not including sea trials) to the vendor's build location.

- Delivery Timeline
 - Delivery is requested within twelve months after award of contract
 - Builder shall quote delivery date when submitting proposal

4. Approach/Methodology – The research vessel’s design and specifications were carefully considered to ensure the vessel will perform well in its oceanographic research vessel capacity in coastal waters of southern New England. The vessel must be seaworthy and durable for safe operations and a reasonable service life in the harsh marine environment. This section shall describe the offeror’s understanding of the University’s requirements with supporting statements and descriptions demonstrating the vendor’s understanding of the University’s requirements.

- Statement of warranty for welded aluminum structure of hull and deck.
- Description of how building methodology will ensure durability of vessel for service life.
- Description of how University personnel will be engaged throughout the building of vessel.
- Identify any minimum requirements or specifications that the vendor plans to exceed with justification.

Evaluation of these qualifications will be based on the following requirements:

- Warranty
 - Builder shall provide a minimum 10-year warranty on the welded aluminum structure of the hull and deck.
- Welding standards
 - Welding schedules and procedures must meet or exceed American Bureau of Shipping (ABS) standards for aluminum
 - Performance Qualification Record (PQR) for all, build specified, aluminum alloys with testing and approval by independent testing laboratory.
 - Must certify that all welds will be inspected by AWS certified welding inspector.

1. |

B. Cost Proposal

[A Cost Proposal is not required in the first Phase of the RFP. Phase 1 is to identify the pre-qualified vendors. The vendors deemed qualified will be notified and will be asked to submit a Cost Proposal for Phase 2 of the RFP.]

SECTION 5: EVALUATION AND SELECTION

Proposals will be reviewed by a Technical Review Committee (“TRC”) comprised of staff from URI/State Agencies. The TRC first shall consider technical proposals.

Technical proposals must receive a minimum of 60 (85.7%) out of a maximum of 70 points to advance to the cost evaluation phase. Any technical proposals scoring less than 60 points shall not have the accompanying cost or ISBE participation proposals opened and evaluated. The proposal will be dropped from further consideration.

Technical proposals scoring 60 points or higher will have the cost proposals evaluated and assigned up to a maximum of 30 points in cost category bringing the total potential evaluation score to 100 points. After total possible evaluation points are determined ISBE proposals shall be evaluated and assigned up to 6 bonus points for ISBE participation.

The University of Rhode Island reserves the right to select the vendor(s) or firm(s) (“vendor”) that it deems to be most qualified to provide the goods and/or services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

Proposals shall be reviewed and scored based upon the following criteria:

Criteria	Possible Points
Capability, Capacity, and Qualifications of the Offeror 1. Builder’s demonstrated track record of fabricating welded aluminum vessels 2. Quality Management System	45 Total Points 40 Points 5 Points
Staff Qualifications	15 Total Points
Work Plan 1. Proximity of build location to URI (Kingston, RI) within 300 miles one-way driving distance 2. Delivery Timeline	18 Total Points 12 Points 6 Points
Approach Proposed 1. Warranty 2. Welding standards	22 Total Points 12 Points 10 Points
Total Possible Technical Points	100 Points

General Evaluation:


Points shall be assigned based on the vendor’s clear demonstration of the ability to provide the requested goods and/or services. Vendors may be required to submit additional written information or be asked to make an oral presentation before the Technical Review Committee to clarify statements made in the proposal.

SECTION 6: QUESTIONS

Questions concerning this solicitation may be e-mailed to the University of Rhode Island Purchasing Department at URIPurchasing@uri.edu no later than the time and date indicated on page 1 of this solicitation. Please reference the reference **RFP #101242** on all correspondence. Questions should be submitted in a Microsoft Word attachment in a narrative format with no tables. Answers to questions received, if any, shall be posted on the Division of Purchases’ website as an addendum to this solicitation. It is the responsibility of all interested parties to monitor the Division of Purchases website for any procurement related postings such as addenda. If technical assistance is required, call the Help Desk at (401) 574-8100.

SECTION 7: PROPOSAL CONTENTS

A. Proposals shall include the following:

1. One completed and signed **URI Bidder Certification Cover Form** (include in the Technical Proposal Original copy only). *Do not include in the Technical Proposal copies or Cost proposals.*
2.  **Technical Proposal** - describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier in this solicitation. The technical proposal is limited to six (6) pages (this excludes any appendices and as appropriate, resumes of key staff that will provide services covered by this request).
 - a. One (1) Electronic copy on a CD-R, marked “Technical Proposal - Original”.
 - b. One (1) printed paper copy, marked “Technical Proposal -Original” and signed.
 - c. Four (4) printed paper copies

B. Formatting of proposal response contents should consist of the following:

1. Formatting of CD-Rs – Separate CD-Rs are required for the technical proposal and cost proposal. All CD-Rs submitted must be labeled with:

- a. Vendor's name
- b. RFP #
- c. RFP Title
- d. Proposal type (e.g., technical proposal or cost proposal)
- e. If file sizes require more than one CD-R, multiple CD-Rs are acceptable. Each CD-R must include the above labeling and additional labeling of how many CD-Rs should be accounted for (e.g., 3 CD-Rs are submitted for a technical proposal and each CD-R should have additional label of '1 of 3' on first CD-R, '2 of 3' on second CD-R, '3 of 3' on third CD-R).

Vendors are responsible for testing their CD-Rs before submission as the URI Purchasing Department's inability to open or read a CD-R may be grounds for rejection of a Vendor's proposal. All files should be readable and readily accessible on the CD-Rs submitted with no instructions to download files from any external resource(s). If a file is partial, corrupt or unreadable, the URI Purchasing Department may consider it "non-responsive". USB Drives or any other electronic media shall not be accepted. Please note that CD-Rs submitted, shall not be returned.

2. Formatting of written documents and printed copies:

- a. For clarity, the technical proposal shall be typed. These documents shall be single-spaced with 1" margins on white 8.5"x 11" paper using a font of 12 point Calibri or 12 point Times New Roman.
- b. All pages on the technical proposal are to be sequentially numbered in the footer, starting with number 1 on the first page of the narrative (this does not include the cover page or table of contents) through to the end, including all forms and attachments. The Vendor's name should appear on every page, including attachments. Each attachment should be referenced appropriately within the proposal section and the attachment title should reference the proposal section it is applicable to.
- c. Printed copies are to be only bound with removable binder clips.

SECTION 8: PROPOSAL SUBMISSION

Interested vendors must submit proposals to provide the goods and/or services covered by this RFP on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the University of Rhode Island Purchasing Department, shall not be accepted.

Responses should be mailed or hand-delivered in a sealed envelope marked "RFP #101242" to

MAIL TO:

UNIVERSITY OF RHODE ISLAND
PO BOX 1773
PURCHASING DEPARTMENT
KINGSTON, RI 02881

COURIER:

UNIVERSITY OF RHODE ISLAND
PURCHASING DEPARTMENT
10 TOOTELL RD.
KINGSTON, RI 02881-2010

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other University locations or which are otherwise not presented in the URI Purchasing Department by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or emailed, to the URI Purchasing Department will not be considered. The “official” time clock is located in the reception area of the URI Purchasing Department. **(Please be advised that FedEx/UPS do not always arrive by 10:30 am, you would be smart to send your submission to arrive at least one day early)**

SECTION 9: CONCLUDING STATEMENTS

Notwithstanding the above, the University of Rhode Island reserves the right to accept or reject any or all proposals, and to award it in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The University may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award

If a Vendor is selected for an award, no work is to commence until a purchase order is issued by the University of Rhode Island Purchasing Department.

University of Rhode Island

SERVICES AGREEMENT

(Labor and/or Materials)

Date:		Project:	
Vendor:		Project Coordinator:	
Attn:		Department:	
PO Number:		Project No:	

This Services Agreement is entered into by and between the University of Rhode Island (the "University"), and the Vendor as set forth above ("Vendor"), with the University and the Vendor each being a "party" and collectively referred to herein as "the parties". No other contractual relationships are created by this Agreement. All communications between the Vendor and the University shall be made through the Project Coordinator identified above upon issuance of a duly authorized purchase order.

Entire Agreement: The entire agreement (the "Agreement") between the parties consists of this Service Agreement, and all documents attached hereto and/or incorporated herein by reference, including the Description of Work, Schedule and Compensation" attached hereto as Exhibit I, the "University Of Rhode Island Standard Service Agreement Terms and Conditions" attached hereto as "Attachment II " and the "Insurance Requirements for Incoming Certificates to the University of Rhode Island For Vendors and Contractors" attached hereto as Attachment III. As required by Rhode Island law and regulations, the Agreement shall also include the following, all of which are incorporated herein by reference:

1. The "State Purchases Act," R.I. Gen. Laws § 37-2-1, *et seq.*;
2. The Procurement Regulations adopted pursuant thereto;
3. The Vendor Certification Cover Form;
4. All other applicable provisions of the Rhode Island General Laws and applicable federal laws;
5. The specific requirements described in the solicitation and related solicitation documents;
6. The Rhode Island Department of Administration's "General Conditions of Purchase" (codified at 220 RICR 30-00-13); and
7. The offer/proposal submitted by Vendor and accepted by the University

Order of Precedence. In the event of any express conflict or dispute regarding any of the applicable terms of the Agreement (e.g. the University's Services Agreement, the Vendor's proposal, the solicitation documents, statutes, regulations and/or these General Conditions of Purchase), the following order or precedence shall generally apply (with 1 being the highest level of precedence):

1. Federal laws and/or regulations (for federally funded contracts only)
2. Rhode Island General Laws;
3. State Procurement Regulations, and the above-referenced General Conditions of Purchase;
4. The Purchase Order issued by the University;
5. This Services Agreement;
6. The offer, proposal or bid submitted by the Vendor and to the extent accepted by the University;
7. Solicitation documents issued by Purchasing

Description of Work, Schedule and Compensation. The work to be performed by the Vendor, the agreed upon deliverables and schedule for that work, and the compensation to be paid the vendor, are set forth in the document entitled "Description of Work, Schedule and Compensation" which is attached hereto as Attachment I and incorporated herein by reference.

Other Attachments. The attachments referenced above (and below) as well as the additional attachments referenced below, are all hereby incorporated into the Agreement as well:

Attachment I: Description of Work, Schedule and Compensation

ATTACHMENT II

University of Rhode Island Standard Services Agreement Terms & Conditions

1. Definitions.

- a. "Agreement" has the meaning as defined above in the Services Agreement to which this document (i.e. these "University of Rhode Island Standard Services Agreement terms and Conditions") is attached.
- b. "Claim" means any unmet request or demand by either the University or Vendor seeking payment or other relief in connection with the terms and conditions of this Agreement, including disputes and matters in questions between the University and Vendor arising out of or relating to this Agreement.
- c. "Vendor" means the Vendor that executes and enters into this Agreement to perform the Services for the University, and by such execution, agrees to be bound by all of the terms and conditions herein contained, and includes Vendor's subsidiaries, affiliates, successors, and assigns.
- d. "Fee Proposal" means the fee proposal submitted by Vendor to the University in response to a request for a fee proposal for a Scope of Services.
- e. "Initial Decision Maker" means the Purchasing Agent appointed pursuant to the provisions of the "State Purchases Act," R.I. Gen. Laws § 37-2-1 et seq., or his or her designee, who will serve as the initial decision maker in accordance with the provisions of the State Purchases Act, State of Rhode Island Procurement Regulations.
- f. "University" means the University of Rhode Island, a public institution of higher education with its principal campus located in Kingston, Rhode Island.
- g. "Person" means any partnership (including limited partnerships), corporations, limited liability companies, governmental authorities, trusts, and all other legal entities, as well as natural persons.
- h. "Purchase Order" means the Purchase Order issued by the University evidencing the selection of Vendor to perform the Services pursuant to the Solicitation.
- i. "PO Change Order" means a modification to the Purchase Order issued by the University pursuant to the Solicitation accepting a Fee Proposal and authorizing a particular Scope of Services.
- j. "Project" means the project described in a particular PO Change Order.
- k. "Scope of Services" means the scope of services required for a particular project by the University and described in a Purchase Order as amended from time to time by a Purchase Change Order.
- l. "Services" means any and all professional services listed in the Purchase Order and any PO Change Order, and any and all other obligations, duties, requirements, and responsibilities required for the successful performance of this Agreement by Vendor, including the furnishing of all supervision, labor, materials, and other supplies, in accordance with the terms and conditions set forth herein.
- m. "Solicitation" means the Solicitation for the Services issued by the State and described on the Schedule.
- n. "State" means the State of Rhode Island, acting by and through its Department of Administration Division of Purchases, and each executive, legislative, judicial, regulatory, or

administrative body of the State of Rhode Island, or any political subdivision thereof, including without limitation, any department, division, agency, commission, board, office, bureau, committee, authority, educational institution, school, water, or fire district, or other agency of Rhode Island state or local government that exercises governmental functions in Rhode Island, any other governmental authority, and any quasi-public corporation and/or body corporate and politic, and their elected or appointed officials, members, employees, and agents.

- o. "Subcontractor" means a Person that has a direct or indirect contractual or vendor arrangement or relationship with Vendor to perform any of the Services.
- p. "Term" means the period during which this Agreement shall be performed and be in effect, as described in the University Purchase Order and/or in the schedule portion of the Description of Work, Schedule and Compensation attached as Attachment I to this Agreement.

2. **Other Agreement Terms; Precedence.** These terms and Conditions constitute only some of the terms and conditions applicable to the University's purchase of services from the vendor. The other applicable terms and conditions relating to this purchase are set forth in the "Services Agreement" to which this "URI Standard Services Agreement terms and Conditions" document is attached. The additional terms applicable to the purchase include, but are not limited to the State of Rhode Island General Conditions of Purchase (220-RICR-30-00-13) found at <https://rules.sos.ri.gov/regulations/part/220-30-00-13>. In the event of conflict between any applicable terms, the order of precedence shall be as described in said Services Agreement.

3. **Context.** Words and abbreviations that have well-known industry meanings, and not otherwise defined herein, are used in this Agreement in accordance with such recognized meanings. Unless the context otherwise requires:

- a. the words "hereby," "hereof," "hereto," "herein," "hereunder," and any similar words refer to this Agreement; and
- b. the word "day" or "days" refer to calendar day(s).

4. **Terminology.** The singular shall include the plurals and vice versa. Titles of sections are for convenience of reference only, and neither limit nor amplify the provisions of this Agreement. The use herein of the word "including," when following any general statement, term, or matter is not limited to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

5. **Engagement.** Subject to the terms and conditions of the Agreement, the University engages Vendor, and Vendor accepts the engagement, to perform the Services during the Term. Vendor shall not commence performance of any Services until it receives an authorization from the University to proceed in the form of a PO.

6. **Performance Standards.** Vendor will perform its services with the highest degree of care, skill, and diligence, and in accordance with the applicable professional standards currently

recognized by such profession, and will be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and other items and services furnished under this Agreement. Vendor will comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Vendor fails to meet applicable professional standards, Vendor will, without additional compensation, promptly correct or revise any errors or deficiencies in its reports, drawings, specifications, designs, and other items or services.

7. Employees and Agents.

a. **Personnel.** Any of Vendor's personnel or those of its Subcontractors specifically identified in a Fee Proposal or on the Schedule are considered essential to performance and may not be removed or replaced without the prior approval of the University. All personnel employed or engaged by Vendor shall possess the necessary licenses and skills for performance under this Agreement, and the University may require demonstration of such licenses and skills according to certification or qualification tests administered or approved by the University. Use of outside personnel will be with the prior consent of and under conditions acceptable to the University. Vendor will at all times enforce proper discipline and good order among the personnel under its control or supervision. The University will have the right to require any Person observed to be failing, refusing, or unable to carry out Vendor's obligations, or any Person appearing in the sole judgment of the University to be intemperate, incompetent, disruptive, or otherwise undesirable, in the discretion of the University, to be removed from performance under this Agreement immediately upon the request of the University and replaced by Vendor without charge to the University.

b. **Subcontractors.** Vendor will not subcontract or delegate any portion of the Services without the prior consent of the University. All portions of the Services that Vendor does not perform with its own personnel will be performed under agreements with Subcontractors that meet the requirements of this Agreement. The names, addresses, and a description of the services of all Subcontractors are listed on the Schedule. The University will also have the right to require that Vendor engage particular Subcontractors to perform any of the Services. By an appropriate written agreement, Vendor will require each Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Vendor by the terms of this Agreement, and to assume toward Vendor all the obligations and responsibilities which Vendor, by this Agreement, assumes toward the University. Such agreement shall preserve and protect the rights of the University under this Agreement with respect to the Services to be performed by the Subcontractor.

8. Representatives.

a. Vendor's Representative(s). The name, title, and contact information of Vendor's authorized representative(s) and principal contact(s) with the University are set forth in the Services Agreement.

b. University's Representative. The name, title, and contact information of the University's authorized representative(s) and principal contact(s) with Vendor are set forth in the Services Agreement.

9. **Audit.** The University will have the right, during performance of this Agreement and for a period of three (3) years after final payment, at such reasonable times and places as the State may designate, to examine or cause to have examined Vendor's records, including computerized data files and programs using computer equipment under Vendor's supervision or control, to verify all direct charges, expenses, and disbursements invoiced to the University. The University's right of examination shall extend to any subcontract, and Vendor will include such provision in each such

subcontract. The University reserves the right to recover from Vendor any amounts which it has overpaid to Vendor under this Agreement.

10. Progress of the Services.

a. **Progress.** Vendor will furnish schedules and progress reports requested by the University to provide verification and reasonable assurance of full and timely performance, as set forth in this Agreement.

b. **Inspection.** The University will have the right to inspect and test all Services performed under this Agreement, to the extent practicable at all times and places during the Term and prior to acceptance. The University will perform inspections and tests in a manner that will not unduly delay the performance of the Services. If any of the Services do not conform with the requirements of this Agreement, the University may require Vendor to perform the Services again in conformity with such requirements, without additional charge. When defects in Services cannot be corrected by further performance, the University, at its option, may: (i) require Vendor to take necessary action to ensure that future performance conforms to the requirements of this Agreement; and (ii) reduce the professional fees to reflect the reduced value of Services performed. If Vendor fails to promptly perform the Services again or to take necessary action to ensure future performance in conformity with requirements of this Agreement, the University, at its option, may: (i) perform the Services and charge to Vendor any cost incurred by the University that is directly related to the performance of such Services; or (ii) terminate this Agreement. Neither inspection and testing of the Services, nor acceptance of the Services, nor payment by or on behalf of the University shall relieve Vendor from any responsibility regarding defects or other failures to meet the requirements of this Agreement. Vendor shall provide and maintain an inspection system acceptable to the University covering the Services hereunder. Records of all inspection and testing shall be kept complete and available to the University during the performance of this Agreement or required by law.

11. **Changes in the Scope of Services.** The University may, at any time and from time to time, make changes in the scope of the Services or any Scope of Services through additions, deletions, or other revisions, including the right to make changes in: (i) the description of the Services; (ii) the time of performance (such as hours of the day, days of the week); (iii) the schedule for completion of the Services; or (iv) the place of performance of the Services. If the change in the scope of the Services increases or decreases the cost of or the time for performance, an equitable adjustment will be made, and this Agreement modified accordingly. Upon receipt of authorization, Vendor, without delay, will proceed with execution of such authorization according to its terms. Notice of any claim by Vendor for extension of time for performance or adjustment of the price which arises for any reason, including any change requested by the University under this Section 11, must be made in writing no later than ten (10) days after the occurrence which gives rise to such claim; otherwise, such claim is barred. Any claim for extension or adjustment shall include, as applicable, a detailed description of the claim, including the change in a Scope of Services, the extension of time sought and specific justification for the amount of time sought, and a detailed statement of the increased costs to be incurred in carrying out the change

12. **Representations and Warranties.** As an inducement to the University to enter into this Agreement, Vendor makes the representations and warranties set forth in this Section 12.

a. **Absence of Restrictions.** Vendor is under no contractual or other obligation or restriction which is inconsistent with Vendor's execution of this Agreement or the performance of the Services. During the Term, Vendor will not enter into any agreement, either written or oral, in conflict with Vendor's

- obligations under this Agreement.
- b. **Design, Workmanship, and Performance.** Notwithstanding any inspection and acceptance by the University or any provision concerning the conclusiveness thereof, all services performed under this Agreement will, at the time of acceptance, be free from defects in design, workmanship, and performance, and conform to the requirements hereof. If the Services do not conform in all respects with this section. Vendor will promptly correct such nonconformity without additional cost to the University.
- c. **Infringement.** The Services will not infringe any patent, trademark, copyright, or other proprietary interest. If the use of such Services, or any part thereof, shall in any suit or proceeding be held to constitute an infringement and the use thereof is enjoined, Vendor will, at its sole expense, either procure for the University the right to continue to use such Services, or part thereof, replace it with noninfringing Services, or modify it so that it becomes noninfringing. Any substituted noninfringing Services shall be, in quality and performance, equal to or better than the Services replaced.
- d. **Personnel Warranty.** Vendor will provide highly qualified supervision and competent personnel to perform the Services in strict conformance with the terms and conditions of this Agreement.
- e. **Rights in Data.**
- i. **Copyright.** Vendor warrants that in transmitting instruments of service, including plans, specifications, reports, documents, and other materials and information (whether in written form, digital, or electronic) produced in connection with this Agreement, Vendor is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
- ii. **Ownership.** Vendor and Vendor's Subcontractors shall be deemed the authors and Owners of their respective instruments of service, including all construction documents, and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of instruments of service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of Vendor and its Subcontractors.
- iii. **License.** Upon execution of this Agreement, Vendor grants to the University a nonexclusive perpetual license to use Vendor's instruments of service, including electronic or digital documents, solely and exclusively for purposes of constructing, using, maintaining, repairing, altering, and adding to the Project, and shall have and retain all rights to use them and reproduce them for the production and maintenance of the Project. Vendor shall obtain similar nonexclusive licenses from Vendor's Subcontractors consistent with this Agreement. These instruments of service shall be conveyed to the University in their original operative, editable, electronic form in order to allow the integration of the data into the facilities management database of the University. The license granted under this section permits the University to authorize the contractors, subcontractors, subsubcontractors, and material or equipment suppliers, as well as the Vendors and separate contractors of the University, to reproduce applicable portions of the instruments of service solely and exclusively for use in performing services or construction for the Project. If Vendor rightfully terminates this Agreement for cause, the license granted in this section shall terminate.
- iv. **Conveyance.** Upon full payment of all sums due Vendor under this Agreement, the latest original drawings, specifications, and latest electronic data prepared by Vendor for the Project shall automatically become the property of the University. This conveyance shall not

deprive Vendor of the right to retain electronic data or other reproducible copies or the right to reuse information in them in the normal course of Vendor's professional activities. Reuse on other projects without Vendor's professional involvement will be without liability to Vendor on such other projects. In the event the University uses the instruments of service without retaining, directly or indirectly, the author of the instruments of service, The University release Vendor and Vendor's Subcontractors from all claims and causes of action arising from such uses. The terms of this section shall not apply if the University rightfully terminates this Agreement for cause. All of the plans, specifications, reports, documents, and other materials (whether in written form or on magnetic media) produced in connection with this Agreement shall belong exclusively to the University and shall be deemed to be works made for hire. To the extent that any of these materials may not, by operation of law, be works made for hire, Vendor hereby assigns to the University the ownership of copyright in these materials, and the University shall have the right to obtain and hold in its own name or transfer to others, copyrights, and similar protection which may be available in such materials.

v. **Survival.** The provisions of this section will survive the expiration or earlier termination of this Agreement.

13. Owner's Responsibility. The University will: (i) provide in a timely manner all available information reasonably pertinent to the performance of the Services, including previous reports, drawings, specifications, or other data as Vendor may reasonably request to perform the Services; (ii) give prompt notice to Vendor whenever the University becomes aware of any information that may affect the scope or timing of the Services; and (iii) secure, on behalf of Vendor, access to all public and private property as necessary for the performance of the Services.

14. Confidentiality. Since the performance of the Services may require knowledge and information of a proprietary nature to the University, Vendor shall receive such knowledge and information in confidence and shall not, except as approved by the University, exploit for its own benefit or the benefit of any Person, publish, or disclose, or authorize any Person to publish, disclose, or make use of such information or knowledge unless and until such information or knowledge shall have ceased to be proprietary as evidenced by general public knowledge. This prohibition as to publication and disclosure shall not restrict Vendor in the exercise of its technical skill providing that the exercise of such skill does not involve the disclosure to others of information considered sensitive or proprietary to the University. Vendor shall, upon demand, promptly surrender any such information to the University.

15. Compliance with Law.

a. **General Requirements.** The Services, and the performance of the Services by Vendor, will comply with the terms and conditions of the Solicitation, this Agreement, the Purchase Order, any PO Change Order, all applicable federal, state, and local law, all of which are incorporated into this Agreement by this reference. This obligation extends to Vendor's agents and Subcontractors. Vendor's Subcontractors will be licensed in accordance with all applicable law, and Vendor will be responsible to: (i) procure all certificates of inspection; and (ii) to apply all charges and fees and to give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

b. **Rules and Regulations.** At all times during the Term, Vendor will comply with all rules and regulations promulgated by the State from time to time applicable to Persons that contract with the State, the General Conditions of Purchase of the University, and purchasing policies and procedures of the University of Rhode Island.

16. **Adequate Assurance of Future Performance.** The University may require Vendor to provide the University with adequate assurance that Vendor will perform its obligations in a timely fashion in accordance with this Agreement. In the event that the University requests that Vendor provide adequate assurance, or a statement by Vendor that Vendor cannot or will not perform in a timely fashion in accordance with this Agreement, or any act of omission of Vendor which makes it, in the University's judgment, improbable at the time that Vendor will perform in accordance with this Agreement shall permit the University to terminate the Agreement.
17. **Timeliness.** Time is of the essence of this Agreement. Vendor will perform the Services in such manner as to ensure their completion in accordance with the timetable set forth in any PO Change Order. The University shall not be liable to Vendor or any Subcontractor for claims or damages of any nature caused by or arising out of any delays. The sole remedy against the University for delays shall be the allowance of additional time for completion of the Services.
18. **Assignment.** This Agreement may not be assigned by Vendor without the prior consent of the University. Any attempt to assign any rights, duties, or obligations which arise under this Agreement without such consent will be void.
19. **Indemnification.** Vendor shall defend, indemnify, and hold harmless the State, the University, and its governing board (the University of Rhode Island Board of Trustees), and well as their respective members, employees agents and contractors (collectively "Indemnitees") from and against any and all claims, demands, causes of action, losses, obligations, damages, judgments, liabilities, or other costs and expenses (including attorneys' fees) incurred by the Indemnitees that, directly or indirectly, arise out of or result from: (i) Vendor's breach of any provision of this Agreement; or (ii) the acts or omissions of Vendor, its Subcontractors, and their employees or agents.
20. **Third-Party Beneficiary.** The State, the University, and the University of Rhode Island Board of Trustees are each disclosed third-party beneficiaries of this Agreement and shall have all of the rights and benefits to which such a party is entitled hereunder. No provision of this Agreement will in any way inure to the benefit of any other third person so as to constitute any such Person a third-party beneficiary of this Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.
21. **Notices.** All consents, approvals, authorizations, notices, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by personal service, or by certified or registered mail, postage prepaid, return receipt requested, or by electronic mail to the parties in care of the representatives and at the addresses listed in the Services Agreement. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as provided in this section shall be deemed to be the date of receipt of the notice, demand or request sent. By notice sent in the manner set forth herein, the University and Vendor shall have the right from time to time and at any time during the Term to change their addresses for notices and each shall have the right to specify as its address for notices any other address within the United States of America.
22. **Relationship.** Nothing in this Agreement is intended to or shall constitute either party as an agent, legal representative, partner, joint venturer, franchisee, employee, or servant of the other for any purpose. Vendor is an independent contractor and responsible for all acts and omissions of its employees, agents, and Subcontractors. Contractor is solely responsible for withholding and paying any and all federal, state, and local taxes, social security payments, and any other taxes or payments which may be due incident to payments made by the University for the Services. No act or order of the University shall be deemed to be the exercise of supervision over, or control of performance of, Vendor hereunder.
23. **Further Assurances.** Vendor will do all acts and things and make, execute, and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement.
24. **Validity.** In the event that this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Agreement without affecting in any respect whatsoever the validity or enforceability of the remainder of this Agreement.
25. **Claims and Governing Law.** The provisions of this section shall govern all Claims. This Agreement has been entered into in the state of Rhode Island and all questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of this state, without reference to its choice of law provisions.
- a. **Initial Decision.** An initial decision shall be required as a condition precedent to mediation and binding dispute resolution of any Claim arising prior to the date final payment is due. The Initial Decision Maker will review Claims and within ten (10) days of the receipt of a Claim and will take one or more of the following actions: (i) request additional supporting data from the claimant or a response with supporting data from the other party; (ii) reject the Claim in whole or in part; (iii) approve the Claim; (iv) suggest a compromise; or (v) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim, or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim. In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten (10) days after receipt of such request, and shall either: (i) provide a response on the requested supporting data; (ii) advise the Initial Decision Maker when the response or supporting data will be furnished; or (iii) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part. The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall: (i) be in writing; (ii) state the reasons therefor; and (iii) notify the parties of any change in the terms of this Agreement. The initial decision shall be final and binding unless either party pursues mediation pursuant to the provisions of the following subsection.
- b. **Mediation.** The University and Vendor shall use their best efforts to resolve any Claim not resolved by the provisions of the preceding subsection by mediation, as a condition precedent to binding dispute resolution. Either party may, within thirty (30) days from the date of an initial decision, apply in writing to the Presiding Justice of the Providence County Superior Court, with a copy to the other parties, with a request for the court to appoint a mediator, and the costs of the mediator and any filing fees shall be borne equally by all of the parties. The mediation shall be held in the place where the Project is located. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- c. **Arbitration.** Any Claim subject to, but not resolved by, mediation shall be subject to the method of binding dispute

resolution determined in accordance with the provisions of the State Purchases Act, R.I. Gen. Laws §§ 37-2-1 et seq., the “Public Works Arbitration Act,” R.I. Gen. Laws §§ 37-16-1 et seq., the “Administrative Procedures Act,” R.I. Gen. Laws §§ 45-35-1 et seq., and the State of Rhode Island Procurement Regulations. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim. The requirement to arbitrate shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

d. Consolidation or Joinder. Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party, provided that: (i) the arbitration agreement governing the other arbitration permits consolidation; (ii) the arbitrations to be consolidated substantially involve common questions of law or fact; and (iii) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any Claim not described in the written consent. The University and Vendor grant to any person or entity made a party to an arbitration conducted under this Section 32(d) whether by joinder or consolidation, the same rights of joinder and consolidation as the University and Vendor under this Agreement.

26. Waiver. No consent or waiver, express or implied, by the University to or of any breach or default by Vendor of its obligations hereunder shall be deemed or construed to be consent or waiver to or of any other breach or default in the performance by Vendor of the same or any other obligations of Vendor hereunder. Failure on the part of the University to declare Vendor in default, irrespective of how long such failure continues, shall not constitute a waiver by the University of its rights hereunder. The giving of consent by the University in any one instance shall not limit or waive the necessity to obtain the University’s consent in any future instance.

27. Successors and Assigns. This Agreement, and all of the rights, benefits, duties, liabilities, and obligations of the parties hereto shall inure to the benefit of, and be binding upon, the University and Vendor and their successors and assigns.