



**THIS IS NOT  
AN ORDER**

**REQUEST FOR BIDS/PROPOSALS COVERSHEET**  
**THE UNIVERSITY OF SOUTHERN MISSISSIPPI**  
**Procurement and Contract Services**  
**118 College Drive #5003, Hattiesburg, Mississippi 39406-0001**

**Date:** November 6, 2024

**BID No. 25-20**

THE UNIVERSITY OF SOUTHERN MISSISSIPPI is considering the purchase of the following item(s). We ask that you submit your bid and retain one copy for your files. Right is reserved to accept or reject any part of your bid. Your quotation will be given consideration if received in Bond Hall, Room 214 on or before:  
2:00 p.m. CT

November 21, 2024

**Buyer:** Amber Floyd

**Name:** \_\_\_\_\_

**Company:** \_\_\_\_\_

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

**City/State/Zip:** \_\_\_\_\_

TERMS - Bidder should state terms of sale. Our terms are 2% ten days, net 45 days.

These terms will apply per Mississippi law.

AWARDING CONTRACT - Cash terms will not be used as a basis for awarding contracts; however, the University will accept cash discounts when earned.

**NOTE:** If you cannot quote on the exact material shown, please indicate any exception giving brand name and complete specifications of any alternate. If additional space is required, use a separate sheet or letter of transmittal.

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL NET PRICE
		<b>DESCRIPTION</b>  <b>BID 25-20 C-Worker 5 Upgrade</b>  <b>RFx # 3160006987</b>		
		<small>PROPOSAL MUST BE RETURNED TO THE UNIVERSITY IN ACCORDANCE WITH THE SPECIFICATIONS. RFP NUMBER AND DATE OF BID OPENING MUST BE SHOWN ON THE OUTSIDE OF THE ENVELOPE IF USING THAT METHOD.</small>		

We quote you as above - F.O.B. The University of Southern Mississippi.  
Shipment can be made in \_\_\_\_\_ days from receipt of order. DATE \_\_\_\_\_  
Return quotation to Procurement Services at above address.

**Signature Required** \_\_\_\_\_

**THE UNIVERSITY OF SOUTHERN MISSISSIPPI  
PROCUREMENT SERVICES  
118 COLLEGE DRIVE  
#5003  
HATTIESBURG, MS 39406-0001**

**GENERAL TERMS, CONDITIONS AND INSTRUCTIONS FOR BIDS/PROPOSALS**

- 1.) Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
- 2.) Samples of items when called for must be furnished free of expense and if not destroyed in testing, will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within ten (10) days following opening bids. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.
- 3.) As a public entity of the state, we use sealed bidding to ensure "fair and open competition" to ensure no one in the buying organization can influence the bidding process or steer the selection of a particular company by sharing competitive bid information during the solicitation process. Generally, all bids must remain sealed until they are opened publicly at the time stated in the notice—advance disclosure of the terms of a bid may be cause for rejection of said bid. Bidders should never send advanced copies of a sealed bid via email or screenshots of electronic bids. Bidders must submit sealed bids to be opened at the time and place stated in the solicitation for the public opening of bids and must not be revealed to the buyer before that time. Bids must be signed and sealed with bidder's name and address on the outside of the envelope, and the date and time of the bid opening and the bid file number shown in the lower-left corner of the packages, envelopes, express mailing labels, boxes, etc.
- 4.) At least one (1) signed original and one (1) signed copy of the bid **MUST** be provided. The University **requires** a portable electronic virus/malware free copy (thumb drive) of the bid response from the responding Vendor to be included in the bid response package. If an electronic copy is not included, the University reserves the right to request an electronic copy of the **exact** bid response prior to review of the bid.
- 5.) For your bid to be considered, it must be received, and time stamped in our office by 2:00 P.M. of the bid opening date. It is the responsibility of the vendor to ensure their bid is received within the appointed time. If your bid package is not received in Bond Hall, Room 214, by 2:00 P.M. of the bid opening date, it will not be considered.
  - a. If you are delivering your bid, you need to hand carry the bid package to:

The University of Southern Mississippi  
Procurement Services (RFP #)  
Bond Hall, Room 214  
Hattiesburg, Mississippi

b. If you are mailing your bid package via U.S. Postal Service, mail to: The University of Southern Mississippi

Procurement Services (RFP #)  
118 College Drive #5003  
Hattiesburg, MS 39406-0001

c. If you are express mailing your bid package via Federal Express or UPS, or any other delivery service which requires the use of a physical address, deliver to:

The University of Southern Mississippi  
Receiving Department  
2609 West 4<sup>th</sup> Street  
Hattiesburg, MS 39401

- 6.) Bids or proposals shall not be modified, corrected, altered, or amended after the specified closing time and the opening of such bids, unless otherwise noted in the request for bids or proposals.
- 7.) The University of Southern Mississippi reserves the right to reject any and all bids, to waive any informality in bids, and unless otherwise specified by the bidders, to accept any items on the bid. If the bidder fails to state the time within which bids must be accepted, it is understood and agreed that The University of Southern Mississippi shall have 90 days to accept. The University of Southern Mississippi reserves the right to make an award to this bid on an all or none basis, or on a line-by-line basis, whichever serves the best interest of The University of Southern Mississippi.
- 8.) Contracts and purchases will be made or entered into with the lowest and most advantageous responsible bidder meeting specifications.
- 9.) A written purchase order or contract award mailed or otherwise furnished to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract without further action by either party. The contract shall not be assignable by the vendor in whole or in part without the written consent of The University of Southern Mississippi.
- 10.) Unless written exception is provided in the bid response, the winning Vendor agrees to be bound by the USM Terms and Conditions, which are incorporated herein, and may be found at <https://www.usm.edu/procurement-contract-services/usm-terms-and-conditions.php>.
- 11.) Respondents are required to comply with all applicable local, State and Federal laws, codes, ordinances, and regulations in the provision of the materials required.
- 12.) Respondents must comply with Personally Identifiable Information (PII) data protection regarding State, Federal, and University regulations and policies.
- 13.) Legal Provisions to Which USM Cannot Agree

- a. Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
  - b. Any limitation of liability for claims related to the following items:
    - i. Infringement issues;
    - ii. Bodily injury;
    - iii. Death;
    - iv. Physical damage to tangible personal and/or real property; and/or the intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.
  - c. Any requirements that the University pay interest, except for those in conjunction with USM's standard payment terms of Net 45 days. Payments made beyond 45 days are subject to late fees and interest.
  - d. Any terms and conditions in the purchase contract that conflict with the laws of the State of Mississippi. Any such instances shall require a revision of the terms and conditions to ensure compliance with Mississippi state law.
  - e. Any provision requiring USM to pay attorney's fees, prejudgment interest or costs associated with any legal action to or for the Vendor, except that which are ordered by a court of competent jurisdiction.
- 14.) Bid files can only be examined during normal working hours by interested parties, but only after the official award has been made.
- 15.) If purchase orders or contracts are canceled because of the awarded vendor's failure to perform or request for price increase, that vendor shall be removed from our bidders' list for a period of 24 months.
- 16.) No addendum will be issued within a period of two (2) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the two-day period prior to the bid opening, the bid date will be reset giving bidders ample time to answer the addendum.
- 17.) Alternate bids, unless specifically requested or allowed, will not be considered.
- 18.) Bid openings will be conducted open to the public. However, they will serve only to open the bids. No discussion will be held with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied at the bid opening. After the close of the bid opening meeting, the bids will be considered to be in the evaluation process and will not be available for review by bidders. Proposal openings are not required to be open to the public; however, the resulting award is open for public inspection.
- 19.) Prices quoted shall be firm for the term of the contract or for the stated time of acceptance.
- 20.) The bidder understands that The University of Southern Mississippi is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other such discrimination; and the bidder,

by signing this bid, agrees during the term of agreement that the bidder will strictly adhere to this policy in its employment practices and provision of products or services.

21.) Bidders must upon request of The University of Southern Mississippi furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The University of Southern Mississippi reserves the right to make the final determination as to the bidder's ability.

22.) Questions or problems arising from bid procedures should be directed to the Buyer listed on the solicitation at:

The University of Southern Mississippi  
118 College Drive #5003  
Hattiesburg, MS 39406-0001  
Phone: (601) 266-4131  
[Bids@usm.edu](mailto:Bids@usm.edu)

23.) All items must equal or exceed the specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail, and that only first quality materials and workmanship are to be used.

24.) It is the intent of the specifications to obtain a product that will adequately meet the needs of the user while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective bidder to review the entire Invitation to Bid packet and to notify The University of Southern Mississippi if the Specifications, Instructions, General, or Special Conditions are formulated in a manner which would unnecessarily restrict competition.

25.) It shall be incumbent upon the bidders to understand the specifications. Any requests for clarifications shall be in writing and shall be submitted to our Procurement Services office at least seven (7) business days prior to the time and date set for the bid opening, unless otherwise noted in the bid or proposal specifications.

26.) The minimum specifications are used to set a standard and in no case are used with the intention to discriminate against any manufacturer. Bidders should note the name and the manufacturer and model number of the product they propose to furnish and submit descriptive literature.

27.) Trade names, brand names, and/or manufacturer's information used in these specifications are for the purpose of establishing a level of quality, unless otherwise noted. Bids on products of other qualified manufacturers are acceptable, provided they are demonstrated as equal to those specified in construction, design, and suitability. Each bidder shall submit with his bid a complete brochure with pictures on each item and shall point out specifically any deviations from the specified items. Failure to do so may disqualify any bid. Please bid as specified or an approved equal.

- 28.) A copy of the manufacturer's standard guarantee/warranty shall accompany and become a part of this bid.
- 29.) There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government contract price without any liability as The University of Southern Mississippi is exempt from the provisions of the Robinson-Patman Act and other related laws. In addition, the U.S. Government has no provisions in any of its purchasing arrangements with bidders whereby a lower price to The University of Southern Mississippi must automatically be given to the U.S. Government.
- 30.) All invoices, unless noted otherwise, are to be billed to:
- The University of Southern Mississippi  
IT Invoices  
118 College Drive #5181  
Hattiesburg, MS 39406-0001  
[ITInvoices@usm.edu](mailto:ITInvoices@usm.edu)
- 31.) All equipment bids shall be of current production and of the latest design and construction.
- 32.) Where all, or part(s), of the bid is requested on a unit price basis, both the unit prices and the extension of the unit prices constitute a basis of determining the lowest responsible and responsive bidder. In cases of error in the extension of price, the unit price will govern.
- 33.) Should the University close due to inclement weather conditions, or any other unforeseen events on the bid opening date, sealed solicitations will open the following business day at the same time and location.
- 34.) The University reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding, or the University believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the University, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the University. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the University that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The University may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing, and be subject to solicitation by the University and receipt

from the Vendors under a precise schedule.

- 35.) As an alternative to traditional sealed bids in envelopes, the University of Southern Mississippi is capable of receiving electronic bid responses. While this option is available, it is not required, and we ask that all potential respondents keep in mind that with any electronic system there could be delays or glitches with the submission process; therefore the University highly encourages traditional sealed bids which are either mailed or submitted in person. Should a vendor choose to submit their response electronically, please follow the instructions below using the following website:  
[https://www.ms.gov/dfa/contract\\_bid\\_search/Home/Sell](https://www.ms.gov/dfa/contract_bid_search/Home/Sell). On this site you will find helpful links to procurement opportunities, as well as a link to supplier registration. If not already registered in this system, potential bidders will first need to click on 'Supplier Registration' and follow the steps outlined (a one-time process). Once registered, they can return to the original website and click on 'Procurement Opportunities' where they can either search by keyword for the bid they desire to respond to or leave the search box blank and click 'Search' for a listing of all current bids and proposals for the various State of Mississippi offices.

**AA/EOE/ADA**



THE UNIVERSITY OF  
**SOUTHERN**  
**MISSISSIPPI**®

**C-Worker 5 Upgrade**

REQUEST FOR BIDS

**October 25, 2024**



# The University of Southern Mississippi

## Request for Bid # 25-20

### SPECIFICATION FOR C-Worker 5 Upgrades and Repairs

#### **I. Background**

USM (University of Southern Mississippi) is seeking to purchase upgrades and repairs for its C-Worker 5 Autonomous Surface Vessel. The C-Worker 5 is used for research hydrographic surveys and ocean monitoring projects.

#### **II. General Performance Specification**

The USM C-Worker 5 requires the following repairs and upgrades

- 1) Presently the ASVIEW software system on the vessel is ITAR controlled since it provides the capability for the vessel to navigate autonomously and follow the COLREGS. USM requires the ability to switch between the ITAR controlled version of ASVIEW and a non-ITAR controlled system that is otherwise equivalent in capability.
- 2) Integration of a Starlink antenna and modem into the vessel and with ASVIEW and payload computer
- 3) Provide a remotely operable anchor
- 4) Diagnose and repair the steering and transmission on the C-Worker 5 that both get episodically stuck and requires manual release (i.e., requires a person to board the vessel and release).

These repairs and upgrades can be done at the Steenis Space Center, or USM will trailer the C-Worker 5 up to 200 miles from the Stennis Space Center to a facility where the repairs and upgrades will be done.

#### **III. Required Specification**

The following specifications are to ensure that the USM C-Worker 5 will perform the tasks necessary to satisfy the project's objectives. Any deviation from the following specifications must be explained and justified.

##### **A. Control Software**

In the Code of Federal Regulations, Title 22, Chapter 1, Subchapter M (International Traffic in Arms Regulations), Part 121(The United States Munitions List) is the following:

“\* (4) Control and monitoring systems for autonomous unmanned vessels capable of on-board, autonomous perception and decision-making necessary for the vessel to navigate while avoiding fixed and moving hazards, and obeying rules-of-the road without human intervention;”

- 1) The present version of ASVIEW in the C-Worker 5 owned by the University of Southern Mississippi falls under this provision of the ITAR. USM requires a control software for the C-Worker 5 equivalent in every other way to its current version of ASVIEW except for the portion that allows it to obey the rules-of-the-road without human intervention. This will ensure that the vessel can operate without falling under the ITAR restrictions.
- 2) The ability to physically swap between the current, ITAR restricted, version of ASVIEW and the new equivalent, except for the ability to obey the rules-of-the-road without human intervention, control software. This will ensure that the vessel can operate without falling under the ITAR.
- 3) The instructions and hardware needed to swap between these two different control software systems must be included.

### **B. Starlink Integration**

Purchase and add necessary hardware and, if needed, upgrade control system software to enable two-way communication with the C-Worker 5 over Starlink. This shall include

- 1) Mounting Starlink antenna to the vessel
- 2) Providing a connectivity portal for using the Starlink for remote control and payload computer access
- 3) Provide 1 year of access to the portal.

### **C. Remotely Controlled Anchor**

An anchor, which can be remotely controlled by a USM operator shall be installed. This anchor shall have at least enough rode for a 5:1 scope in waters of 10 m deep. The control interface shall

- 1) be web-based
- 2) accessible over any IP-based link

### **D. Steering and Transmission System Repair**

The requirements are

- 1) Inspect and diagnose the cause of the episodic steering (stuck rudder) and transmission (vessel not responding to commands to shift from forward to neutral and reverse to neutral) issues.
- 2) Repair the systems, including replacing parts as required,
- 3) Run tests validating the repairs corrected the problems.

#### **IV. Warranty Services**

At a minimum, the Contractor shall provide Software/Hardware Warranty support for one year from acceptance. Longer warranty periods are preferred.

The Vendor shall agree to repair, adjust, and/or replace (as determined by the University to be in its best interest) any defective materials at the Vendor and/or manufacturers' sole cost. The University will incur no costs for service or replacement of materials during the warranty period.

The Vendor will be the sole point of contact for warranty issues.

#### **VI. Documentation**

The Contractor shall provide Operations and Maintenance manuals to USM.