

COASTAL CAROLINA UNIVERSITY *REQUEST FOR QUOTATION*

Quote Number: 0978VW

Date: 12/10/09

This quotation must be returned to: Vicki Williams No later than (date) 12/21/09(time) 2:00. a.m. p.m.

Please quote your lowest delivered price of the items(s) listed below. The Purchasing Department reserves the right to reject any or all quotes and to waive any or all technicalities.

1. If an item cannot be furnished, indicate by **NO QUOTE**.
2. All quotes must be signed by the Offeror's representative and terms noted, failure to comply with this instruction may result in disqualification of the quote.
3. No South Carolina sales tax will be paid on freight or labor.
4. **FAXED QUOTES ACCEPTABLE.** FAX # (843) 349-2912.
5. The attached Terms & Conditions apply to all quotes and supersedes Offeror's Terms & Conditions.

Line Item	Description
	<p>Coastal Carolina University's Burroughs and Chapin Center for Marine and Wetland Studies is accepting bids for the lease of an ocean- going vessel and services of a Captain. The vessel must be capable to lift, recover, and maneuver six (6) 5,000 plus pound buoys-anchor systems. Three systems are in the Georgetown, SC area and three systems are near North Myrtle Beach, SC. They are 1-6 miles offshore. The tentative schedule will be somewhere between late December 2009 and early January 2010.</p> <p>Vessel Requirements: The vessel shall be fully licensed by the U.S. Coast Guard as required by law and shall have passed appropriate U.S. Coast Guard requirements for safety and seaworthiness. Vessel shall be forty (40) feet LOA or greater</p> <p>Captain's Qualifications: The Captain of the vessel must have a Coast Guard license as a "Master" .</p> <p>Insurance Requirements: The owner is required to carry Marine General Liability (MGL) and Protection & Indemnity (P&I) insurance; must be adequately covered for ocean-going vessel. Proof of Insurance is required prior to scheduled leave date.</p>
1	<p>I agree to lease Coastal Carolina University one (1) ocean-going vessel for \$ _____ per day. This rate includes lease of vessel, Captain's services, fuel, equipment and labor as necessary to perform as specified.</p> <p style="text-align: center;">Transit charge per day: \$ _____ (Transit is defined as: _____)</p> <hr/> <hr/> <p style="text-align: center;">Miscellaneous charges: \$ _____</p> <p>My proof of insurance is attached: <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>I will provide proof of insurance five (5) days prior to scheduled date of leave. <input type="checkbox"/> yes <input type="checkbox"/> no</p>

Award will be made to one Offeror for all line items.

Award will be made by individual line item.

THIS SECTION TO BE COMPLETED BY OFFEROR.

By signing this RFQ, offeror certifies under penalties of perjury that they have complied with section 12-54-1020(B) of the S.C. Code of Laws 1976 as amended pertaining to payment of taxes.

Delivery Time _____ Days ARO (after receipt of order)

Offeror Name _____ Name (printed) _____

Address _____ Signature _____

City/State/Zip _____ FAX # _____

Fed ID # _____ Phone _____

Email _____ SC Minority Cert. # (if applicable) _ _____

**COASTAL CAROLINA UNIVERSITY
STANDARD TERMS AND CONDITIONS**

BY ACCEPTANCE OF THESE TERMS AND CONDITIONS, SELLER AGREES WITH BUYER AS FOLLOWS:

1. Buyer will not be responsible for goods or services supplied without an official written pre-numbered order.
2. Subject to conditions beyond the control of the seller, delivery of completion must actually be affected within the time stated on the purchase order. If, for any reasons whatsoever, including conditions beyond the control of seller, completion is not timely, the buyer reserves the right to obtain the goods or services elsewhere and to charge seller with any loss incurred as a result thereof or, as its option, to cancel the order.
3. Whenever the seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, seller shall so inform buyer.
4. Any materials shipped in excess of the quantity specified in the order may at buyer's option, be returned to the seller at seller's expense. Buyer will not be obligated to pay for services or labor provided in excess of that specified in the order.
5. In addition to any warranties expressed or implied provided by applicable law, the seller hereby represents and warrants that the goods delivered or services performed on this order will be in accordance with the buyer's specifications, drawings, or samples, if such were submitted, and if any goods or workmanship proves defective within one year from delivery or completion, or is not in accordance with specifications, drawings or samples, buyer may cancel this order and return this order or correct the defective goods or work at seller's expense. The foregoing representations and warranties shall survive acceptance of the goods or services.
6. This purchase order is not assignable by the seller without the prior written consent of the buyer.
7. This order shall be governed in all respects by the laws of the State of South Carolina. This order shall not be modified except by written agreement of the buyer and seller. Jurisdiction and venue shall reside in the State of South Carolina.
8. If any other work is specified by this order to be performed at the buyer's premises, the seller may be required, prior to commencement of work, to furnish the buyer with certificates of insurance showing that it has currently in force insurance written for not less than the following limits of liability or as required by South Carolina law, whichever is greater:

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project) \$1,000,000	Each Occurrence \$1,000,000
Products/Completed Operations \$1,000,000	Fire Damage (Any one fire) \$ 50,000
Personal and Advertising Injury \$1,000,000	Medical Expense (Any one person) \$ 5,000

BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):

Combined Single Limit \$1,000,000 OR Bodily Injury & Property Damage (each) \$750,000

WORKER'S COMPENSATION:

State Statutory Employers Liability \$100,000 Per Acc. \$500,000 Disease, Policy Limit; \$100,000 Disease, Each Employee.

The buyer reserves the right to request additional limits based on the scope of the purchase.

If required, the seller shall provide to the buyer a signed, original certificate of liability insurance (ACORD 25) which identifies the types of insurance and states the limits of liability for each type of coverage. The certificate shall include a provision for thirty (30) days notice prior to cancellation and shall name the buyer as an additional insured, with language shown in the Description of Operations section as follows:

"Coastal Carolina University, including its current and former trustees, officers, directors, employees, volunteer workers, agents, assigns and students, is added to this policy as additional insured."

The certificate must be received directly from either the seller's insurance agent or the insurance company. The buyer's failure to demand a certificate of insurance required by this section is not a waiver of the seller's obligation to obtain the required insurance.

9. All transportation, insurance, crating and /or packing charges are to be entered as separate items on seller's invoice, unless goods are sold F.O.B. destination or such charges are included in seller's price.
10. Whenever seller acts as buyer's agent in importing goods from other countries, the seller agrees to show on its invoices the amount of any customs or import duties paid to the United States government, as a separate item.
11. Notwithstanding any other provisions of this Agreement, the parties hereto agree that the charges hereunder are payable by Coastal Carolina University for appropriations, grants, and monies received by the Buyer from the State Legislature and other government entities. In the event such appropriations, grants and monies are determined in the sole discretion of Coastal Carolina University to no longer exist or to be insufficient with respect to charges payable hereunder, during or at the end of any fiscal year, agreement shall terminate without further obligation of the Seller. In such event, Coastal Carolina University shall certify to the Seller the occurrence thereof.
12. The seller, by acceptance of this order, will be deemed to represent and seller has complied, or will comply, with all applicable Federal, State and local laws and ordinances and all lawful orders, rules and regulations there under. If this order is for the account of the U.S government or if the face of the original copy of this order so indicates, it is subject to the Additional Terms and Conditions enclosed herewith.
13. Coastal Carolina University is an Equal Opportunity Employer and does not discriminate on the basis or race, color, religion, sex, national origin, age, handicap or veteran status. The successful vendor will comply with all Federal and State requirements concerning fair employment of the handicapped, and concerning the treatment of all employees and applicants for employment without discrimination by reason of race, color, religion, sex, national origin, age, handicap or veteran status.
14. When Federal Funds are used for this procurement, this contract is subject to all applicable Federal Acquisition Regulations (April 1984 or as amended).

