Coastal Carolina University  
Office of Procurement & Business Services  
642 Century Circle  
P.O. Box 261954  
Conway, SC 29526  
Telephone: (843) 349-2189

Request for Quotation  
Goods

THIS IS NOT AN ORDER

Quotation must be received  
No Later Than: 2:00 PM  
9/05/2012 (Date)

Send quotation to above address  
Attention of:  
Annette Roberts

Quotation Number:  
RFQ120814AR  
Issue Date:  
08/24/2012

Purchase Order Address:

Name:  
Address:  
Attention:  
FAX: ( ) -  
TELEPHONE: ( ) -

Please quote your lowest delivered price for the service(s) below. The Office of Procurement & Business Services reserves the right to reject any or all quotes and to waive any or all technicalities.

1. If items(s) cannot be furnished, indicate by NO QUOTE.
2. *All quotes must be signed by the Offeror’s representative to be valid.
3. South Carolina sales tax will not be paid on freight.
4. FAXED QUOTES ARE ACCEPTABLE; FAX TO: (843) 349 2161
5. EMAIL QUOTES ARE ACCEPTABLE; EMAIL TO: aroberts@coastal.edu
6. Deliveries shall be FOB Destination, Freight Prepaid and Included unless otherwise specified.
7. Delivery Address: CCU Receiving Dept, 642 Century Circle, Conway, SC 29526
8. The attached Terms & Conditions apply to all quotes and supersedes Offeror’s Terms & Conditions.

Federal I. D. or SSN:  
SC Minority Certification Number (if applicable):  
Email:

Submitted By:  
(Name)  
*Signature:______________________________  
Telephone: ( ) -

*Important: If you choose to return your response via email, no additional signature is required. It will be presumed that the sender has the ability to legally bind their organization or company to a contract. The name typed in the “Signature” line will be considered equivalent to an ink signature.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty</th>
<th>U/ M</th>
<th>US/ SCRV</th>
<th>US/ SCEP</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>It is the intent of Coastal Carolina University (CCU) to solicit proposals to purchase Blue-Tagged, 3-way perennial ryegrass (Tournament Quality) seed blend to be delivered on as as-needed basis throughout the contract period as per the specifications herein.</td>
<td>30,000</td>
<td>LB</td>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
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MAXIMUM CONTRACT PERIOD — ESTIMATED (JAN 2006): September 10, 2012 through February 28, 2013. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award.

DESCRIPTIVE LITERATURE — REQUIRED (JAN 2006): Your offer must include manufacturer’s latest literature showing complete product specifications.

• All bidders shall include a copy of the seed analysis label to include lot number and test date with their bid.
UNIT PRICES REQUIRED (JAN 2006): Unit price to be shown for each item.

SPECIFICATIONS:
- Apron XLLS fungicide treated
- Minimum 98% Pure Live Seed;
- Minimum 90% Germination;
- No noxious weed seed;
- No POA Annual Seed
- No weed seed;
- No more than .03% other crop seed;
- No more than 2% inert matter

DELIVERY / PERFORMANCE LOCATION – SPECIAL (JAN 2006): Contractor shall deliver according to the following instructions:

- CCU personnel will contact vendor to schedule as needed.

DELIVERY DATE – Purchase Order (JAN 2006): All items shall be delivered within the time specified when ordered. Deliveries may be required within 24 hours of order.

DELIVERY TERMS: - All pricing shall be F.O.B. Destination, Freight Prepaid and Allowed.
- Product shall be stored at successful bidder’s warehouse and delivered as needed;
- Deliveries shall be required in no less than one-ton increments;
- All seeds must be shrink-wrapped and palletized.
- Delivery shall start approximately the first week of October, 2012;
- All deliveries should be complete by February 28, 2013.

QUALITY – NEW (JAN 2006): All items must be new.
- Seeds must be from this year’s seed crop only.
  Other year’s crops will not be acceptable.

AWARD BY LOT (JAN 2006): Award will be made by complete lot(s).

AWARD CRITERIA – BIDS (JAN 2006): Award will be made to the lowest responsible and responsive bidder(s).

AWARD TO ONE OFFEROR (JAN 2006): Award will be made to one Offeror.

UNIT PRICE GOVERS (JAN 2006): In determining award, unit prices will govern over extended prices unless otherwise stated.
GENERAL CONDITIONS

DEFAULT: In case or default by the Contractor, Coastal Carolina University reserves the right to purchase any or all items in default in the open market, charging the Contractor with any additional costs. The defaulting Contractor shall not be considered a responsible Contractor until the assessed charge has been satisfied.

All amendments to and interpretation of this RFQ shall be in writing. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

Any contract entered into by Coastal Carolina University resulting from this quotation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law.

Payment will be made in accordance with Section 11-35-45 of the South Carolina Consolidated Procurement Code and Disbursement Regulations. Delay in receiving invoices, as well as errors and omissions on the invoices, will be considered just cause for withholding payment without losing discount privileges. The University reserves the right to withhold payment or make such deductions as may be necessary to protect the University from loss or damage because of defective work, claims, damages or to pay for repair of correction of materials furnished hereunder.

Quoted prices must remain firm for a period of thirty (30) days beyond the Request for Quotation deadline.

Unit prices will govern over extended prices unless otherwise stated.

Coastal Carolina University shall consider payment discounts in the award of this contract when such discounts are for thirty (30) days or more after final inspection and acceptance of contract requirements. Payment discounts for less than thirty days are encouraged but shall not be a factor in award determination. Please state your discount terms using the above referenced information as the University’s position on the matter.

All materials and products offered must be guaranteed to meet and comply with the requirements all the specifications, terms and conditions indicated or referred to.

The award will be made in accordance with Section 11-35-1550 (b) of the South Carolina Consolidated Procurement Code.

The University reserves the right to reject any and all quotations and to cancel the solicitation; waive any and all technicalities; the University reserves the right to reject any quotation in which the delivery time indicated to be of substantial length to cause disruption and/or delay in operation for which the item(s) is/are intended; ambiguous quotations which are uncertain as to terms, delivery, quantity or compliance with specifications may be rejected.

The contractor assumes sole responsibility and shall hold harmless Coastal Carolina University, its directors, officers, employees and agents from and against any and all claims, actions or liabilities of any nature which may be asserted against them by third parties in connection with the performance of the successful Contractor, its directors, officers, employees and agents under this agreement. Coastal Carolina University agrees to accept responsibility for claims, actions or liabilities resulting from negligent acts of its employees occurring within the scope of their employment which may be asserted against them by third parties in connection with the performance of Coastal Carolina University, its members, directors, officers, employees and agents under this agreement.

Contractor agrees not to refer to award of this contract in commercial advertising in such a manner to state or imply that the products or service provided are endorsed or preferred by the user.

Upon award of a contract under this quotation, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina that require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may be exempt or exclude the successful Contractor from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed quote, the Contractor agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.
Termination: Subject to the provisions below, the contract may be terminated for any reason by the University providing a thirty-day advance notice in writing is given to the contractor.

Termination for Convenience: In the event that this contract is terminated or cancelled upon request and for the convenience of the University may negotiate reasonable termination costs, if applicable.

Termination for Cause: Termination by the University for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty day advance notice requirement is waived and the default provision in this bid shall apply.

HIPAA: The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Coastal Carolina University may require to ensure compliance. Additional information may be viewed at: http://www.sc.edu/hipaa/

SPECIAL CONDITIONS

LICENSES, PERMITS, INSURANCE: All costs for required licenses, permits and insurance shall be borne by the Contractor.

Coastal Carolina University requires all contractual activities to be performed in a manner that is consistent with all applicable federal, state and local laws, regulations, rules, rulings and ordinances. These include, but are not limited to: the Occupational safety and Health Act, The Environmental Protection Act, The South Carolina Hazardous Waste Management Act.

IMPORTANT— Please Note - Contractors, we MUST have your Federal ID # (company) or Social Security # (individual) before processing any invoices for payment. Failure to provide this information will result in delay of payments until this information is received. Please include this information with your quote.

INSTRUCTIONS TO OFFERORS – SPECIAL INSTRUCTIONS

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]

PREFERENCES - SC/US END-PRODUCT (SEP 2009): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision.

SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009): If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)]

PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009): To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of
commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code).

**PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:** Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

Address:

Telephone: ( ) -

**INFORMATION FOR OFFEROR’S TO SUBMIT**

**MINORITY PARTICIPATION (JAN 2006)**

Is the bidder a South Carolina Certified Minority Business? Yes NO

Is the bidder a Minority Business certified by another governmental entity? Yes NO

If so, please list the certifying governmental entity:

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? Yes NO

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? Yes NO

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? Yes NO

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? Yes NO

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)