



**OREGON STATE UNIVERSITY (OSU)
REQUEST FOR QUOTE (RFQ)**

		ISSUE DATE:	JUNE 25, 2015			
RFQ #	JF177196Q	RFQ DUE DATE:	JULY 10, 2015 3:00 PM			
DELIVER TO:		REQUESTED BY / RETURN QUOTE TO:				
DEPARTMENT:	OSU Northwest National Marine Renewable Energy Center (NNMREC)	NAME:	James Figgins			
ADDRESS:	350 Batcheller Hall	E-MAIL:	James.figgins@oregonstate.edu			
CITY, STATE ZIP:	Corvallis, Oregon 97331	TELEPHONE:	541-737-6995			
WORK COMPLETE DATE:	SEPTEMBER 30, 2015	FAX:	541-737-2170			
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	
1	OSU requires a contractor to retrieve and deliver three (3) deployed anchors per the Specifications in Attachment A. Please note that this work must be completed by September 30, 2015. Pricing must be all inclusive. No additional charges will be allowed. Please indicate the time period that you would be able to perform this work. _____	1	EA			
Delivery is f.o.b. destination, prepaid and allowed. Shipping, freight and handling must be included in quoted prices. Additional costs for such are disallowed.				TOTAL		
DELIVERY TIME AFTER RECEIPT OF ORDER:		Input time period above	PRICES VALID THROUGH:			
SPECIAL INSTRUCTIONS:		VENDOR INFORMATION:				
1. Unless otherwise specified, all items quoted are to be new, unused and not remanufactured in any way. 2. Brand names are for the purpose of describing and establishing the characteristics desired and are not intended to limit or restrict competition. Quoters may submit quotes for substantially equivalent products unless the RFQ provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to approval by OSU. 3. Quoters must clearly identify all products quoted. Brand name and model or number must be shown. 4. Only documents issued as addenda by OSU serve to change the RFQ in any way. 5. OSU reserves the right to make the award by item, partial or whole lots, groups of items or entire quote, whichever is in the best interest of OSU. 6. OSU may reject any Quote not in compliance with the RFQ, attachments, and addenda, or if it is in the best interest of OSU.		COMPANY:				
		ADDRESS:				
		CITY, STATE, ZIP:				
		CONTACT NAME:				
		E-MAIL:				
		TELEPHONE:				
FAX:						
		VENDOR SIGNATURE:				
		<i>By signature below the undersigned certifies that they are authorized to act on behalf of the quoter and will comply with all aspects of the quote herein.</i>				
		SIGNATURE:				
		NAME/TITLE:				

This procurement is subject to the indicated Oregon State University Standard Terms and Conditions for: Goods Services Purchase Order Construction Software. The indicated terms and conditions may be viewed at <http://pacs.oregonstate.edu/terms-and-conditions>

ATTACHMENT A

JF177196Q
STATEMENT OF WORK

Contractor shall provide the following services for Oregon State University and the Northwest National Marine Renewable Energy Center (NNMREC)

1. Mobilize contractor vessel to retrieve three (3) concrete anchors, surface floats and mooring chains from off the coast of Newport, Oregon
 - The three anchors are located approximately 2.3 nautical miles off Yaquina Head, north of Newport (Figure 1). The approximate coordinates for the anchors are:

44° 41' 46.26" N	124° 07' 36.12" W
44° 41' 47.22" N	124° 07' 34.14" W
44° 41' 46.74" N	124° 07' 42.12" W

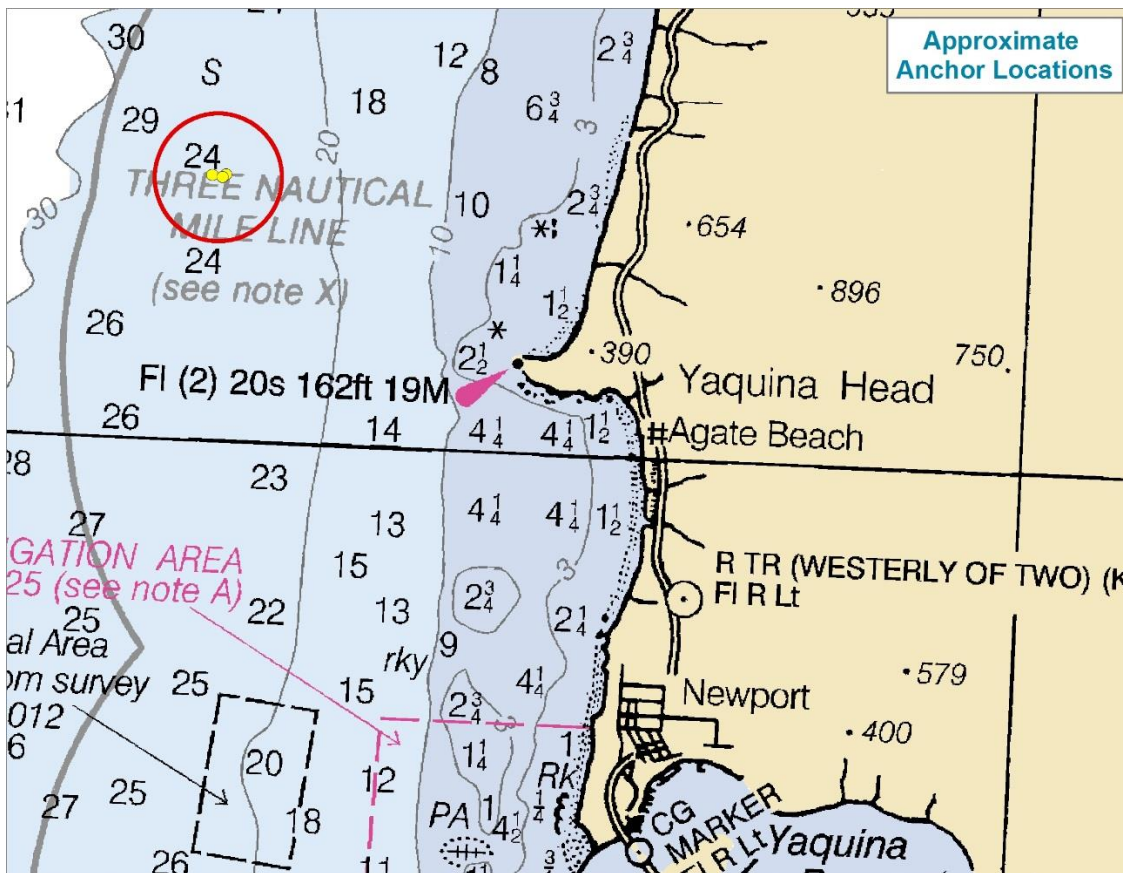


Figure 1: Map showing the approximate location of the three anchors

- The anchors are in approximately 145 feet of water.
- Each anchor consists of a reinforced concrete block measuring approximate 4x4x4 feet (Figure 2) and weighting approximately 8,500 lbs. each.

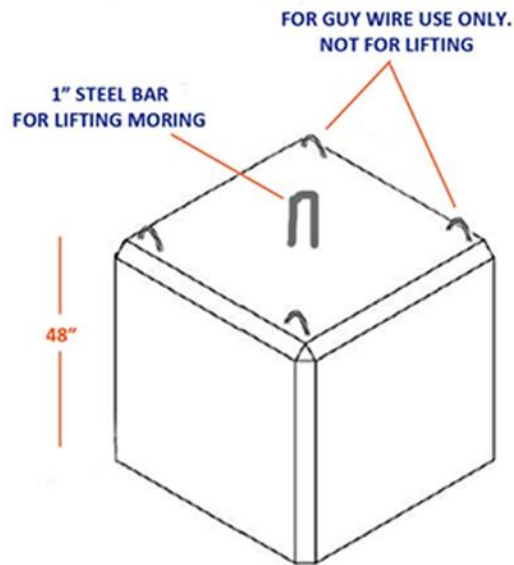


Figure 2: Anchor design

- Each anchor is marked by a 58" diameter, spherical, steel surface float (Figure 3).



Figure 3: Surface marker floats

- Two of the anchors are attached to the surface float by two (2) shots (180 feet) of stainless steel, 1-inch wire, buoy chain (Figure 4). Each shot weights approximately 780 lbs.
- One of the anchors is attached to the surface float by three (3) shots (270 feet) of stainless steel, 1-inch wire, buoy chain.
- Anchors and buoys were deployed in July, 2013.

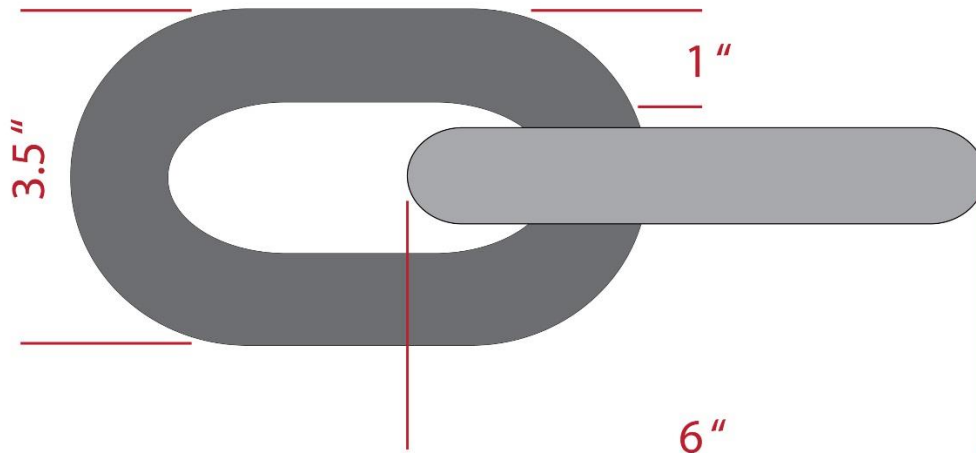


Figure 4: Stainless steel buoy chain specifications

2. Contractor will deliver the retrieved anchors, floats and chain to the Oregon State University Ship Operations Dock in Newport, located at 44° 37' 32.50" N, 124° 02' 42.45" W.
 - Contractor must coordinate retrieval activities and timing with OSU Ship Operations and the Northwest National Marine Renewable Energy Center (NNMREC). Primary contact will be Dan Hellin (NNMREC Assistant Director for Test Operations, dan.hellin@oregonstate.edu, 541-737-5452).
 - Contractor must give at least seven (7) days notice before operations are initiated.
 - Contractor is responsible for bringing the anchors, floats and chains alongside the OSU Ship Operations Dock.
 - OSU is responsible for providing a dockside crane and operator to lift the anchors, floats and chains onto the OSU Ship Operations Dock.
 - Once the anchors, floats and chains are on the OSU Ship Operations Dock, the contractor's work will be completed.
 - The contractor should **NOT** attempt to clean the anchors, floats or chains while they are on board the contractor's vessel.
 - **ALL WORK MUST BE COMPLETED BY SEPTEMBER 30, 2015.**
 - **ANY VESSEL USED FOR THIS PROJECT WILL NEED TO COMPLETE AND ABIDE BY THE OSU MOORAGE AGREEMENT CURRENTLY IN USE AT OSU'S SHIP OPERATION (ATTACHMENT B).**
 - **MAXIMUM DRAFTS FOR VESSELS SHOULD BE REVIEWED WITH OSU SHIP OPERATIONS PRIOR TO ARRIVAL.**



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ATTACHMENT B

Moorage Agreement

Oregon State University – College of Earth, Ocean, and Atmospheric Sciences
OSU Ship Operations
2020 SE OSU Drive Newport, OR 97365
(541) 867-0295

Vessel Name: _____ Document/Registration No. _____

Owner's Name: _____ Length: _____ Beam: _____ Draft: _____

Address: _____ Hailing Port: _____
 _____, _____ Zip _____ Type: Comm'l Fishing Research Gov't.
 Other*

*Describe: _____

Domestic or Foreign: Domestic Foreign

Country: _____

Phone: (____)____-_____ Power: Inboard Outboard Gas Diesel

Sponsoring Agency: _____ Agency Representative: _____

Office Address: _____ Date/Time of Arrival: _____
 _____, _____ Zip _____ Date/Time of Departure: _____

Phone: (____)____-_____

Emergency Contact: _____ Phone: (____)____-_____

Use of the OSU Ship Operations facilities must be approved in advance and is limited to authorized OSU educational or research activities, Hatfield Marine Science Center Cooperative agencies, State of Oregon or US Government agencies, other academic institutions funded by state or federal agencies or private contractors hired by the above. Permission to moor at the facility will be granted only to the extent that it does not interfere with the operations of OSU Ship Operations. Moorage is subject to the terms and conditions attached. PERMITTEE, by the signature below of its authorized representative, acknowledges having read and understood the terms and conditions and the PERMITTEE agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF:

By _____
(Agency Representative)
Date _____

By _____
Stewart Lamerdin
Marine Superintendent
OSU Ship Operations

By _____
PCMM Contracts officer
OSU Procurement and Contract Services
Date _____



OREGON STATE UNIVERSITY (OSU) REQUEST FOR QUOTE (RFQ)

USE PERMIT – Terms and Conditions

The Moorage Agreement, made and entered into the date of last signature by Oregon State University and its Department of Ship Operations, hereinafter referred to as OSU and the sponsoring agency, hereinafter referred to as PERMITTEE.

WITNESSETH:

Under the terms and conditions hereof, OSU grants to PERMITTEE a non-assignable right for the PERMITTEE to moor a vessel in accordance with the information included on the signed Moorage Agreement.

INSURANCE - PERMITTEE shall secure at its own expense and keep in effect during the term of this contract, General Liability Insurance, including contractual liability and products and completed operations, with minimum limits of \$1,000,000.00 per occurrence. This insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon. The State of Oregon, its officers, employees, and agents shall be included as additional insureds in said insurance policy.

TERMS AND CONDITIONS OF AGREEMENT

1. **EXTRA HELP** - In the event that it is necessary for OSU to assist in the moorage, connection of utilities, handling of equipment or stores, etc. for PERMITTEE, PERMITTEE shall pay to OSU the cost of such help, and in the case that it is necessary for OSU to employ extra help, PERMITTEE shall pay the cost of said extra help including reasonable administrative expenses.
2. **CONTROL OF SPACE** - In providing space to PERMITTEE, OSU does not relinquish the rights to control the management of the space or to enforce all the necessary and proper rules for the management and operation of OSU Ship Operations Facilities and OSU, its officers, agents, and employees may enter all of the premises at any time and on any occasion. In no case shall the actions or activities of the PERMITTEE interfere with OSU's use of the pier or facilities.

OSU, through its designated representative, reserves the right to eject any objectionable person or persons from OSU Ship Operations Facilities, and upon the exercise of this authority, the PERMITTEE waives any and all claims for damages against OSU, its officers, agents, and employees. OSU shall have the right to schedule other moorage without notice to the PERMITTEE.

3. **INDEMNITY, RESPONSIBILITY FOR DAMAGES** - PERMITTEE shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the moorage under this contract, or from any act, omission, or neglect of PERMITTEE, its subcontractors, or employees. PERMITTEE shall save, defend, indemnify, and hold harmless Oregon State University, and its officers, agents, employees, and members from all claims, suits and actions of any nature resulting from or arising out of the activities or omissions of PERMITTEE or its subcontractors, officers, agents, or employees acting under this contract.
4. **DISRUPTION OF OPERATIONS** - In case the said moorage space or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this permit by OSU impossible, including, without limitation thereof, or by reason of labor dispute, then and thereupon this shall permit termination of this agreement and PERMITTEE hereby waives any claim for damages or compensation therefor.
5. **LAW OBSERVANCE** - All agents and employees connected with PERMITTEE'S use of the moorage space shall abide by, conform to, and comply with all laws of the United States and the State of Oregon, all ordinances of the City of Newport, Oregon, and the rules and regulations of the moorage space for its government and management, together with all rules and regulations of the Bureaus of Fire and Police of the City of Newport. This requirement shall include compliance with the pier use requirements of the "Ship Support Manual" (available in printed form by request or on http://www.shipops.oregonstate.edu/ops/visiting_ships/support_manual.pdf). Particular attention is directed to the sections of the manual regarding utility services and safety. The failure to comply with these requirements may result in termination of this agreement and PERMITTEE hereby waives any claim for damages or compensation therefore.

OREGON STATE UNIVERSITY (OSU) REQUEST FOR QUOTE (RFQ)

If PERMITTEE'S attention is called to any violation by PERMITTEE, any of its agents or employees, or by anybody admitted to moorage space by the PERMITTEE, PERMITTEE shall immediately stop such violation and take necessary steps to prevent further violations.

6. **DEFACEMENT OF SPACE** - The PERMITTEE shall not injure or in any manner deface OSU Ship Operations Facilities and shall not cause or allow OSU Ship Operations Facilities to be injured or defaced. If, during the terms of this agreement, the premises or any portion of OSU Ship Operations Facilities are damaged by the act, default, or negligence of the PERMITTEE or its agents, employees, patrons, or any other person or persons admitted to the premises by the PERMITTEE, the PERMITTEE shall pay to OSU, upon demand, such a sum as shall be necessary to restore the premises to their original condition. The PERMITTEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to OSU Ship Operations Facilities, with the knowledge or consent of the PERMITTEE or its agents or employees or any person acting on behalf of PERMITTEE.
7. **CARE OF THE SPACE** - PERMITTEE shall keep the dock, walkways, etc. clean and generally cared for during said term.
8. **VACATING MOORAGE SPACE** - In the event that PERMITTEE fails to vacate the moorage space in accordance with the agreement, then OSU is hereby authorized to move from said space at the expense of PERMITTEE, property of any and all kinds and description, which may then occupy the portion of said space on which their term of permit has expired, and OSU, its officers, agents, and employees, shall not be liable for any damages or loss to said goods, wares, merchandise, or other property which may be sustained, either by reason of such removal or the place to which it may be removed, and OSU, its officers, agents, and employees, are hereby expressly released from any and all claims for damages of whatever kind or nature. For such additional period beyond the term of this agreement as any effects of PERMITTEE remain in the space, OSU shall be entitled to charge the sum per day as provided in this contract as payment to be made for the time for move-in and move-out.
9. **DEFAULT BY PERMITTEE** - PERMITTEE further covenants that if there is any default in the covenant or agreement herein contained, this permit and the relationship of the parties at the option of OSU shall cease and terminate, and the relationships of the parties shall be the same in all respects as if said term had fully expired, and OSU may reenter the said moorage space and hold the same, remove all persons therefrom, and resort to any legal proceedings to obtain such possession and PERMITTEE shall, notwithstanding such re-entry, pay the full amount of said rental herein agreed to be paid.
10. **ASSIGNMENT** - PERMITTEE shall not assign this permit or sublet or suffer any use of said moorage space other than herein specified.
11. **RESPONSIBILITY FOR PROPERTY IN MOORAGE SPACE** - OSU assumes no responsibility whatever for any property placed in said moorage space, and OSU, its officers, agents, and employees are hereby expressly-relieved and discharged from any and all liability for any loss, injury, or damages to persons or property that may be sustained by reason of occupancy of said moorage space, Ship Operations Facilities, or any part thereof under this permit.
12. **WATCHMEN OR PROTECTIVE SERVICE** - All watchmen or protective service desired by PERMITTEE shall be arranged for by special agreement with OSU and shall be paid for by the PERMITTEE.
13. **DISCRETIONARY MATTERS** - Any decision affecting any matter not herein expressly provided for shall rest solely within the discretion of OSU's designated representative. Official policies of the OSU Moorage are available to PERMITTEE upon request.
14. **CONTRACT RETURN** - If this Agreement is not returned to the Ship Operations Marine Superintendent within seven (7) days from the date that the aforesaid office shall have mailed it or handed it to the PERMITTEE, this Agreement shall be considered null and void and shall not therefore form an agreement or a claim of an agreement, either written or oral.
15. **SMOKING AND ALCOHOL AND FIREARMS**- The Oregon Indoor Clean Air Act, ORS 433.835-533,875, and Oregon State University policy prohibit smoking in public buildings. Alcohol service or consumption, including beer and wine, is not permitted. Firearms are not permitted on the facility or vessels moored to the facility.



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16. **INDEPENDENT CONTRACTOR STATUS** - The relationship of PERMITTEE to OSU under this Agreement is that of an independent contractor. PERMITTEE is not to be considered an agent or employee of UNIVERSITY for any purpose, and neither PERMITTEE nor any of PERMITTEE's agents or employees are entitled to any of the benefits that UNIVERSITY provides for its employees. PERMITTEE will be solely and entirely responsible for its acts and for the acts of its agents and employees during the performance of the Agreement.
17. **TAX COMPLIANCE CERTIFICATION** - PERMITTEE hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that, to the best of PERMITTEE's knowledge, PERMITTEE is not in violation of any tax laws described in ORS 305.380(4).
18. **FURTHER COVENANTS AND AGREEMENTS** – Any additional costs include by OSU for the provision of services such as fresh water, sewage, shore power, telephone, etc., including reasonable administrative expenses shall be reimbursed by the PERMITTEE upon presentation of an invoice. Such services are to be arranged for, and agreed to, in advance.
19. **GOVERNING LAW** - This Agreement shall be governed and construed in accordance with the laws of the State or Oregon. Any claim, action, or suit between OSU and the PERMITTEE that arises out of or relates to performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Marion, for the State of Oregon. Provided, however that if any such claim, action, or suit may be brought only in federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. PERMITTEE hereby consents to the in personam jurisdiction of said courts.
20. **MERGER** - This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No amendment, consent, or waiver of terms of this agreement shall bind either party unless in writing and signed by all parties. Any such agreement, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. PERMITTEE by the signature below of its authorized representative, acknowledges having read and understood the agreement and the PERMITTEE agrees to be bound by its terms and conditions.