



## WASHINGTON'S WORKING PORT

**AUGUST 30, 2019**

**INVITATION TO BID**

**UNTREATED FENDER PILES PURCHASE**

**PROJECT #: 19-071.2-ITB**

**BIDS MUST BE SUBMITTED TO:**

**PORT OF LONGVIEW**

**10 PORT WAY**

**LONGVIEW, WA 98632**

**DUE: SEPTEMBER 20, 2019 NO LATER THAN 3:00 PM  
(LOCAL TIME)**

*The Port reserves the right to modify this schedule at the Port's discretion. Notification of changes in the response due date would be posted on the Port website or as otherwise stated herein.*

<b>Solicitation Schedule</b>	<b>Date</b>
ITB Issued	08/30/2019
Questions Due	09/12/2019
Bid Due Date/Time	09/20/2019 @ 3:00 PM (Local Time)
<b>ITB Information</b>	
ITB Coordinator	Candi Engebo, Contracts Administrator
E-mail Address	<a href="mailto:cengebo@portoflongview.com">cengebo@portoflongview.com</a>
Phone	(360) 425-3305, ext. 219

**PORT OF LONGVIEW  
INVITATION TO BID (ITB)  
PROJECT NO: 19-071.2-ITB  
UNTREATED FENDER PILES MATERIALS PURCHASE**

**PROJECT DESCRIPTION:** The Port of Longview (Port) is seeking bids from qualified suppliers for the purchase of untreated fender piles. This ITB is for materials only. Materials will be installed by others.

**NOTICE IS HEREBY GIVEN:** The Port of Longview will receive bids in the office of the Contracts Administrator, Port of Longview, 10 Port Way, Longview, Washington, either in person, delivery by USPS or other carrier/courier, or via email to: [cengebo@portoflongview.com](mailto:cengebo@portoflongview.com) no later than **3:00 p.m. on September 20, 2019**.

**BID DOCUMENTS:** The complete bid documents may be accessed from the Port's website at <http://www.portoflongview.com/Bids.aspx>. In addition to posting on the above website, the Port also may email addenda information out to all known bidders for convenience purposes only. The Port shall not be held responsible for a bidder's failure to receive the email with the addenda information. It is the sole responsibility of all interested bidders to diligently visit the above-listed website to see if any addenda have been issued prior to submitting their bid to the Port. Those interested in obtaining addenda information via email for a particular invitation to bid must send the Port its request in writing to the following email address: [cengebo@portoflongview.com](mailto:cengebo@portoflongview.com).

**PREBID QUESTIONS, DISCREPANCIES, AND CLARIFICATIONS:** Any discrepancies, omissions, ambiguities, or conflicts in or among the bidding documents or doubts as to the meaning shall be brought to the Port's attention by the bidder by 5:00 p.m. on September 12, 2019. Questions, discrepancies, and clarifications received after the cutoff may go unanswered. All questions, discrepancies, clarifications, etc. must be submitted electronically to: [cengebo@portoflongview.com](mailto:cengebo@portoflongview.com). During the competitive bidding process, bidders (and their agents) are prohibited from contacting any Port offices other than the Purchasing Division to obtain responses to any questions. The Port may find a bidder non-responsive for failing to adhere to any of the above requirements.

PUBLISHED:

DAILY NEWS: August 30, 2019

DAILY JOURNAL OF COMMERCE (PORTLAND): August 30, 2019

## 1. PURPOSE

In this solicitation the Port seeks to obtain untreated fender piles as detailed in this ITB. This solicitation is for the purchase of materials to be installed by others.

## 2. AWARD

With this solicitation, the Port intends to award one contract and does not anticipate multiple awards. Regardless, the Port reserves the right to make multiple or partial awards.

## 3. SPECIFICATIONS

Provide timber fender piles for installation by the Port conforming to the requirements in Attachment C, specifications.

The terms "Vendor", "Contractor", and "Supplier" are used interchangeably throughout these contract documents.

## 4. RIGHT TO CANCEL

The Port reserves the right to cancel or reissue all or part of this Solicitation at any time, as allowed by law, without obligation or liability.

## 5. EXPANSION CLAUSE

Expansion of scope of this contract may occur when in the opinion of the Port Contracts and Purchasing Manager the circumstances meet the following criteria:

- a. It could not be separately bid;
- b. The change is for a reasonable purpose;
- c. The change was not reasonably known to either the Port or Contractors at time of bid or else was mentioned as a possibility in the bid (such as a change in environmental regulation or other law);
- d. The change is not significant enough to reasonably regard it as an independent body of work;
- e. The change could not have attracted a different field of competition; and
- f. And the change does not vary the essential identity or main purpose of the contract.

Agreement to such a contract modification must be mutual. Only the Port Contracts and Purchasing Manager has the authority to make such agreements on behalf of the Port. No other Port department has the authority to make such written notices. Written formal notices will document all expansions. The Port Purchasing shall make this determination, and may make exceptions for immaterial changes, emergency or sole source conditions, or for other situations as required in the opinion of the Port Contracts and Purchasing Manager.

Note that certain changes are not considered an expansion of scope, including an increase in quantities ordered, the exercise of options and alternates in the bid, or ordering of work originally identified within the originating solicitation. Approval of such changes will be by written order issued by the ITB Coordinator.

## 6. PROHIBITION ON ADVANCE PAYMENTS

The Port does not accept requests for early payment, down payment, or partial payment, unless the ITB specifically allows such. Maintenance subscriptions may be paid up to one year in advance provided that should the Port terminate early, the amount paid shall be reimbursed to the Port on a prorated basis; all other expenses are payable net 30 days after receipt and acceptance of satisfactory compliance.

## **7. TAXES ON INVOICE**

Contractor shall calculate and enter the appropriate state and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with [Chapter 458- 296-127-02620-247 WAC](#).

## **8. IDENTIFICATION**

All invoices, correspondence, and other written materials associated with this Contract shall be identified by the Contract number or the applicable Purchaser's order number.

## **9. INVOICING**

Invoices are to detail the services performed each month and must identify the Contract number or Purchase Order number on the invoice. Submit invoices electronically to [dmartin@portoflongview.com](mailto:dmartin@portoflongview.com) and [cengebo@portoflongview.com](mailto:cengebo@portoflongview.com). **The contract number shall be printed on the invoice.**

## **10. PRICE PROTECTION**

For the term of the Contract, pricing for all Services will be no greater than the prices quoted in the Contractor's Bid. If, however, during any term of the Contract lower prices and rates become effective for like quantities of Services under similar terms and conditions, through reduction in Contractor's list prices, promotional discounts, or other circumstances, Purchasers must be given immediate benefit of such lower prices and rates.

## **11. NO ADDITIONAL CHARGES**

Unless otherwise specified in the Solicitation, no additional charges by the Contractor will be allowed including, but not limited to: handling charges such as packing, wrapping, bags, containers, reels; or the processing fees associated with the use of credit cards. Notwithstanding the foregoing, in the event that market conditions, laws, regulations or other unforeseen factors dictate, at the Contract Administrators sole discretion, additional charges may be allowed.

## **12. SUBCONTRACTS AND ASSIGNMENTS**

Contractor shall not Subcontract, assign, or otherwise transfer its obligations under this Contract without the prior written consent of the Contract Administrator. Contractor shall provide a minimum of 30 calendar days advance notification of intent to Subcontract, assign, or otherwise transfer its obligations under this Contract. Violation of this condition may be a material breach establishing grounds for Contract termination. The Contractor shall be responsible to ensure that all requirements of the Contract shall flow down to any and all Subcontractors. In no event shall the existence of a Subcontract operate to release or reduce the liability of Contractor to the Port of Longview for any breach in the performance of the Contractor's duties.

## **13. SPECIFICATIONS BY REFERENCE**

Any material specified by reference to the number, symbol or title of a specific standard such as a commercial standard, federal specifications, a trade association standard, or other similar standard, will comply with the requirements in the latest revision thereof, and any amendment or supplement thereof in effect on the date of the ITB, except as limited to type class or grade, or modified in the specification, shall have full force and effect as though printed in specifications.

## **14. QUALITY OF LABOR AND MATERIAL**

The entire work shall be done in every particular in a good substantial and workman like manner, fully up to the standards of first class work of this manner.

## **15. SUBSTITUTIONS**

The product, equipment, materials, or methods described or noted within the bidding documents are to establish a standard of quality, function, appearance, and dimension, and shall be deemed to be followed by the words “or equal”. A proposed substitute shall have approved equal attributes in all respects and the Port shall be the sole judge of the equality of the product, equipment, materials, or methods offered in the substitution.

## **16. WARRANTY**

All products and services shall be warranted against defects or faulty workmanship and materials by the Seller for one (1) year following acceptance of the products by the Port. Warranty shall include all costs incurred, including shipping, for repair or replacement except that which is damaged by misuse or abuse. This one-(1) years warranty shall in no way affect normal extended or manufacturer’s warranty exceeding this one (1) year period. Seller warrants that all goods and services furnished under this Agreement are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. If a defect is found, a component failure occurs, or workmanship is found to cause failure, the Seller shall replace the product at their own expense, including shipping charges. Any replacement product will be warranted for one (1) year from the date it is delivered. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement.

The Port of Longview will deal only with the Contractor and not with second or third parties supplying to the Contractor, insofar as guarantees are concerned.

Manufacturer’s warranties/product liability responsibilities apply in addition to the terms addressed in the contract.

## **17. TIME**

The parties expressly agree that time is of the essence of this contract, and that any unexcused delay in the completion of work will cause inconvenience and expense to the Port, its lessees, and other users of its facilities.

## **18. EXTENSION OF TIME**

Any extension of delivery and completion time under this contract must have written approval of the Port of Longview. In the event of delay in completion of the work caused by acts of God, of the public enemy, of the Port of Longview, of another Contractor in the performance of a contract with the owner, or caused by fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or weather, the sole remedy of the Contractor will be an equitable extension of time allowed for completion.

## **19. CONTRACTOR AUTHORITY AND INFRINGEMENT**

Contractor has authorization to sell under this Contract, only those services stated herein and allowed for by the provisions of this Contract. Contractor shall not represent to any Purchasers that they have the Contract authority to sell any other materials, supplies, services, and/or equipment. Further, Contractor may not intentionally infringe on other established Port Contracts.

## **20. RIGHT TO REJECT**

The Port reserves the right in its sole discretion to reject the Bid of any contractor that fails to comply with any procedures outlined in this solicitation.

## **21. COMMUNICATIONS**

All Contractor communications concerning this acquisition shall be directed to the ITB Coordinator shown below:

Candi Engebo, Contracts Administrator

(360) 425.3305, ext. 219  
[cengebo@portoflongview.com](mailto:cengebo@portoflongview.com)

Unless authorized by the ITB Coordinator, no other Port official or Port employee is empowered to speak for the Port with respect to this solicitation. Any Contractor seeking to obtain information, clarification, or interpretations from any other Port official or Port employee other than the ITB Coordinator is advised that such material is used at the Contractor's own risk. The Port will not be bound by any such information, clarification, or interpretation. Following the Bid deadline, Contractors shall continue to direct communications to only the Port ITB Coordinator. The ITB Coordinator will send out information to responding companies as decisions are concluded.

## **22. QUESTIONS**

Contractors are encouraged to submit any questions they may have regarding this procurement. Getting answers during the procurement process allows Contractors to make a more informed bid offer. Questions are to be submitted to the ITB Coordinator no later than the date and time on the cover page, in order to allow sufficient time for the Port ITB Coordinator to consider the question before the bids are due. The Port prefers such questions to be through e-mail directed to the Port ITB Coordinator e-mail address. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Contractor of any responsibilities under this Bid or any subsequent contract. It is the responsibility of the Contractor to assure that they received responses to the questions if any are issued.

## **23. CHANGES TO THE ITB/ADDENDA**

A change may be made by the Port if, in the sole judgment of the Port, the change will not compromise the Port's objectives in this acquisition. A change to this ITB will be made by formal written addendum issued by the Port's ITB Coordinator. Addenda issued by the Port shall become part of this ITB specification and will be included as part of the final Contract. It is the responsibility of the interested Contractor to assure that they have received Addenda.

## **24. ELECTRONIC SUBMITTAL**

Bidders are to submit their bid documents to [cengebo@portoflongview.com](mailto:cengebo@portoflongview.com).

Bidders may email their bid documents by the bid opening date and time listed on Solicitation Schedule on the cover page of this solicitation document.

- a. Title the email with the bid title, number and company name.
- b. Any risks associated with the electronic transmission of the bid submittal are borne by the Bidder.
- c. The Port e-mail system will allow documents up to, but no larger than, 25 megabytes.
- d. The Port intends to send a confirming email in reply, however; a Bidder may also call the ITB Coordinator to confirm receipt of their bid.

## **25. MAIL, COURIER, DROP-OFF SUBMITTAL**

Bidders can also mail or deliver their bid documents by the due date and time to:

Port of Longview  
Attn: Candi Engebo  
Solicitation Number and Name  
10 Port Way  
Longview, WA 98632

## **26. RECEIVING ADDENDA AND/OR QUESTION AND ANSWERS**

The ITB Coordinator will make efforts to provide you notice, by posting addenda on the Port website. Contractors are encouraged to register with the ITB Coordinator for the specific solicitation they are bidding on so email

notification can be sent when changes are made. Notwithstanding efforts by the Port, it remains the obligation and responsibility of the Contractor to learn of any addenda, responses, or notices issued by the Port. Such efforts by the Port to provide notice or to make it available on the website do not relieve the Contractor from the sole obligation for learning of such material. It is the sole responsibility of the Bidder to ensure that all posted Addenda is received, reviewed, and acknowledged on the Bid Form. **ALL ADDENDA WILL BE POSTED TO THE PORT'S WEBSITE WHERE THE ORIGINAL SOLICITATION WAS POSTED.**

Some third-party services independently post Port of Longview bids on their websites. The Port does not guarantee that such services have accurately provided Contractors with all information particularly Addenda or changes to bid date/time.

All Bids sent to the Port shall be considered compliant to all Addendums, with or without specific confirmation from the Contractor that the Addendum was received and incorporated. However, the ITB Coordinator can reject the Bid if it does not reasonably appear to have incorporated the Addendum. The ITB Coordinator could decide that the Contractor did incorporate the Addendum information, or could determine that the Contractor failed to incorporate the Addendum changes and that the changes were material so that the ITB Coordinator must reject the Offer, or the ITB Coordinator may determine that the Contractor failed to incorporate the Addenda changes but that the changes were not material and therefore the Bid may continue to be accepted by the ITB Coordinator.

## **27. BID OPENING**

When electronic bid submittals are not allowed, bids shall be publicly opened by the Port at the date and time specified, at the Port Purchasing office. There will be no public bid opening when electronic bid submittals are allowed. Bid results will be available by request from the ITB Coordinator within 48 hours of bid closing during normal business hours.

## **28. BID AND PRICE SPECIFICATIONS**

Contractor shall provide their Offer on forms provided by the Port, indicating unit prices for each item, if applicable, attaching additional pages if needed. In the case of difference between the unit price and the extended price, the Port shall use the unit price. The Port may correct the extended price accordingly. Unless specified otherwise on the Bid Form, Contractor shall quote prices F.O.B. Destination, with freight prepaid and allowed. All prices are to be in US Dollars.

## **29. DO NOT SUBMIT EXTRA COMMENTS, EXPLANATIONS, INFORMATION OR CHANGES**

The Port will reject bids that the ITB Coordinator finds to be taking material exception to the Port specifications and Port contract. Therefore, be careful that you do not add information or explanations on your Bid Form. Do not take exceptions, do not offer alternatives (unless the Port specifically requests), and do not mark any form with changes to specifications or the contract. Do not attach your own boilerplate. Even adding an explanation about your pricing could result in rejection of your bid. This decision will be made in the sole opinion of the ITB Coordinator. If the Bid Form doesn't seem to adequately address your concern or clarification, call the ITB Coordinator for direction.

## **30. PARTIAL AND MULTIPLE AWARDS**

Unless stated to the contrary in the Solicitation, the Port reserves the right to name a partial and/or multiple awards, in the best interest of the Port. Contractors are to prepare pricing and offers given the Port's intention to utilize the right to a partial or multiple award, in the best interest of the Port. Further, the Port may eliminate an individual line item when calculating award, in order to best meet the needs of the Port, if a particular line item is not routinely available or is a cost that exceeds the Port funds.

### **31. INTERLOCAL PURCHASING AGREEMENTS**

This is for information only and consent of the Contractor and will not be used to determine award. RCW 39.34 allows cooperative purchasing between public agencies, nonprofits and other political subdivisions. Public agencies that file an Intergovernmental Cooperative Purchasing Agreement with the Port of Longview may purchase from Contracts established by the Port. The seller agrees to sell additional items at the bid prices, terms and conditions, to other eligible governmental agencies that have such agreements with the Port. The Port of Longview accepts no responsibility for the payment of the purchase price by other governmental agencies. Should the Contractor require additional pricing for such purchases, the Contractor is to name such additional pricing upon Offer.

### **32. CONTRACT TERMS AND CONDITIONS**

Contractors are to carefully review all specifications, requirements, Terms and Conditions (Attachment B), and insurance requirements. Submittal of a response is agreement to all Terms and Conditions. All specifications, requirements, terms and conditions are mandatory, and all submittals should anticipate full compliance with no exceptions to these Terms and Conditions.

### **33. INCORPORATION OF ITB AND BID IN CONTRACT**

This ITB and the Contractor's response, including all promises, warranties, commitments, and representations made in the successful Bid, shall be binding and incorporated by reference in the Port's contract with the Contractor.

### **34. EFFECTIVE DATES OF OFFER**

Offered prices in Bid Form must remain valid until Port completes award. Should any Contractor object to this condition, the Contractor must provide objection through a question and/or complaint to the ITB Coordinator prior to the bid closing date.

### **35. COST OF PREPARING BIDS**

The Port will not be liable for any costs incurred by the Contractor in the preparation and presentation of Bids submitted in response to this ITB including, but not limited to, costs incurred in connection with the Contractor's participation in demonstrations and the pre-Bid conference, if applicable.

### **36. CONTRACTOR RESPONSIBILITY TO EXAMINE DOCUMENTS**

It is the Contractor's responsibility to examine all specifications and conditions thoroughly and comply fully with specifications and all attached terms and conditions. Contractors must comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements where required for Contractors as set forth in the Washington Revised Statutes. By responding to this Invitation to Bid (ITB), Contractor agrees that he/she has read and understands all documents within this ITB package.

### **37. CONTRACTOR RESPONSIBILITY TO PROVIDE FULL RESPONSE**

It is the Contractor's responsibility to provide a full and complete written response and Bid Form that does not require interpretation or clarification by the ITB Coordinator. The Contractor is to provide all requested materials, forms and information. The Contractor is responsible to ensure the Offer properly and accurately reflects the Contractor specifications and offering. The Port does not accept materials to supplement the bid after the bid deadline; however, this does not limit the right of the Port to consider additional materials that are obtained by the Port such as references or past experience, even if such materials were not specifically submitted by the Contractor, or to seek clarifications from the Contractor as needed by the Port.

### **38. DO NOT SUBMIT EXTRA COMMENTS, EXPLANATIONS, INFORMATION OR CHANGES**

The Port will reject bids that the ITB Coordinator finds to be taking material exception to the Port specifications and Port contract. Therefore, do not add information or explanations on your Bid Form. Do not take exceptions,



do not offer alternatives (unless the Port specifically requests), and do not mark the Bid with changes to the specifications or the contract. Do not attach your own boilerplate. Even adding an explanation about your pricing could cause rejection of your bid. This decision will be made in the sole opinion of the ITB Coordinator. If the Bid Form doesn't seem to adequately address your concern or clarification, call the ITB Coordinator for direction.

### **39. CHANGES OR CORRECTIONS TO BIDS**

Prior to the bid submittal closing date and time established for this ITB, a Contractor may make changes to its bid provided the change is initialed and dated by the Contractor. No change to a bid shall be made after the bid closing date and time. Note that you cannot change, mark-up or cross-out any condition, format, provision or term that appears on the Port's published Bid Form. If you need to change any of your own prices or answers that you write on the Bid Form must be made in pen, initialed, and be clear in intent. Do not use white-out.

### **40. CLAIM OF ERROR**

A Contractor claiming error in its Bid must submit supporting evidence, including cost breakdown sheet, within 24 hours of Bid opening and provide any other supporting documentation requested by the Port. In the event the Contractor demonstrates an error in the Bid to the Port's satisfaction, the Port may allow the Bidder to withdraw its Bid.

### **41. WITHDRAWAL OF BID**

Bid submittals may be withdrawn by written request of the submitter, prior to bid closing. After the closing date and time, the submittal may be withdrawn only with permission by the Port.

### **42. REJECTION OF BIDS AND RIGHTS OF AWARD**

The Port reserves the right to reject any or all Bids at any time with no penalty. The Port also has the right to waive immaterial defects and minor irregularities in any submitted Bid.

### **43. BID DISPOSITION**

All material submitted in response to this ITB shall become the property of the Port upon delivery to the ITB Coordinator.

### **44. MINORITY & WOMEN'S BUSINESS ENTERPRISES (MWBE)**

The Port of Longview encourages participation in all of its contracts by Minority & Women's Business Enterprises (MWBE) firms either self-identified or certified by the Office of Minority & Women's Business Enterprises (OMWBE). While the Port does not give preferential treatment, it does seek equitable representation from the minority and women's business community.

Participation may be either on a direct basis in response to this Solicitation or as a Subcontractor to a Contractor. However, unless required by Federal statutes, regulations, grants, or contract terms referenced in the original Solicitation, no preference will be included in the evaluation of Bids, no minimum level of MWBE participation shall be required as a condition for receiving an award, and Bids will not be evaluated, rejected, or considered Non- Responsive on that basis.

Any affirmative action requirements set forth in Federal regulations or statutes included or referenced in the original Solicitation will apply. Contractors may contact the Office of Minority & Women's Business Enterprises (OMWBE) at <http://www.omwbe.wa.gov/index.shtml> to obtain information on certified firms for potential subcontracting arrangements. Nothing in this section is intended to prevent or discourage Contractors from inviting participation from non-MWBE firms, MWBE firms, as well as Small and Emerging Businesses.

#### **45. PROPRIETARY OR CONFIDENTIAL INFORMATION**

To the extent consistent with Chapter 42.56 RCW, the Public Disclosure Act, Purchasing shall maintain the confidentiality of Contractor's information marked confidential or proprietary. If a request is made to view Contractor's proprietary information, The Port will notify the Contractor of the request and of the date that the records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, Purchasing will release the requested information on the date specified.

The Port's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Contractor of any request(s) for disclosure for so long as Purchasing retains Contractor's information in the Purchasing records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are exempt from disclosure.

#### **46. REQUESTING DISCLOSURE OF PUBLIC RECORDS**

The Port asks Contractors/Sub-Contractors and their companies to refrain from requesting public disclosure of proposal records until an intention to award is announced. This measure is intended to shelter the solicitation process, particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation. With this preference stated, the Port will continue to be responsive to all requests for disclosure of public records as required by State Law.

#### **47. NO GIFTS AND GRATUITIES**

Contractors shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any Port employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Contractor. .

#### **48. NO CONFLICT OF INTEREST**

Contractor (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any Port official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Contractor performance. The Port shall make sole determination as to compliance.

#### **49. BID SUBMITTALS**

- a. Bid Form: This response is mandatory. See Attachment A.
  - i. Bids shall be submitted on the forms provided by the Port (Attachment A).
  - ii. All blanks on the Bid Forms shall be filled in by ink or typed.
  - iii. Alterations, erasures, or interlineations within the blanks, if any, shall be in ink and initialed by the signer of the Bid.
  - iv. The Bidder shall make no deletions, additional conditions or stipulations on the Bid Form or qualify its Bid in any manner.
- b. Bid Price
  - i. All prices on the Bid Form shall be in U.S. dollars.
  - ii. Show lump sum and unit prices as indicated on the Bid Form.
  - iii. For unit price bids, a price shall be submitted for each item of the Work, an extension thereof, and, if requested, the total Contract Sum.

- iv. The price on the Bid Form for that item shall include everything necessary for the prosecution and completion of the item in accordance with the Contract Documents including, but not limited to, furnishing all materials, equipment, tools, transportation, plant and other facilities and all management, superintendence, labor and services, and field design, except as may be otherwise provided in the Contract Documents.
- v. The quantities shown in the Bid Form and Contract are estimates and are stated only for Bid comparison purposes. The Port does not warrant expressly or by implication that the actual quantities will correspond with those estimates. Payment will be made on the basis of the actual quantities of each item ordered in accordance with the Contract requirements.
- vi. Prices shall be expressed in figures only.

**50. SUBMITTAL REQUIREMENTS**

This checklist is for your convenience only. It does not need to be submitted with your bid. This checklist summarizes each form required to complete and submit your bid package to the Port.

Attachment A – Bid Form	Mandatory
Attachment A – Non-Collusion Form	Mandatory

- a. **Late Bids.** Contractors have full responsibility to ensure the response arrives at the Port by the deadline. Late bids will be rejected.
- b. **Electronic Submittal**

Bids may be received via email by sending to [cegebo@portoflongview.com](mailto:cegebo@portoflongview.com) by the Bid due date and time. **It is the sole responsibility to ensure their bid was received by the deadline.**

**51. EVALUATION PROCESS**

The Port shall select the lowest responsive and responsible Contractor(s) and may consider multiple awards or partial awards to achieve the best overall price to the Port.

**Responsiveness and Responsibility:** Port Purchasing shall review submittals to determine basic responsiveness (timely submittal, all required forms submitted, etc.) and responsibility (minimum qualifications, etc.) to determine if the bid is a responsive and responsible bid. An initial review will be made after opening, however additional and more detailed reviews may also be made during evaluation and prior to contract award. The review may be made of all Contractors or only as needed to determine the lowest responsive and responsible Contractor for the purpose of award.

**Specifications:** Before tabulating pricing, the Port will evaluate Contractor compliance with specifications and bid requirements, and determinations of “or equal” alternates. If submitting an “or equal” the Contractor is to provide sufficient materials to show that the product is equivalent, by attaching comprehensive manufacturer specifications or other appropriate materials. Separately, the ITB Coordinator may also obtain and rely upon a manufacturer line card if the ITB Coordinator needs verification that the product is compliant. In the event the manufacturer specification material differs from the Contractors response or Contractor materials, the Contractor must clearly explain in their bid why the manufacturer specification material would be different than the specifications in the Bid or the ITB Coordinator may rely upon the manufacturer specification materials alone to make the determination.

**Pricing:** Items on the Bid Form shall be calculated for purposes of award. Item pricing will be multiplied by the number of units required for an item total. Item totals will be totaled for all items for a tabulated total. In the event of an error in math, unit pricing will be considered the correct price and will be used. If any cost item is

missing from the Bid Form, the Port reserves the right to reject that Bid or to calculate and compare bids without that cost item considered.

**Delivery:** Requirements warrant that lead-times may be considered to accommodate the quickest receipt of materials possible. Vendor shall specify on the attached Bid Form the delivery lead time required (in calendar days).

**Tie Bids:** In the event that the top two Contractors provide the same price, the Port gives preference to local products and local Contractors. When the tied Contractors are out-of-state and there are no local bidders/Contractors, or in the event two local bidders/Contractors are tied, the Procurement Coordinator will use a coin toss to determine the winner. Those on the evaluation team shall serve as witness to the event.

## **52. AWARD AND CONTRACT EXECUTION INSTRUCTIONS**

The ITB Coordinator intends to provide written notice of the intent to award in a timely manner and to all Contractors responding to the Solicitation.

## **53. PROTESTS AND COMPLAINTS**

Protests and/or complaints are to be filed with the Contracts and Purchasing Manager. The Port has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this solicitation process. The Port's protest procedures can be found on the Port's website at:

<http://www.portoflongview.com/206/Contractors-Vendors>

Interested parties have the obligation to be aware of and understand these rules, and to seek clarification as necessary from the Port. Note that there are time limits on protests and Contractors have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

## **54. INSTRUCTIONS TO THE APPARENTLY SUCCESSFUL CONTRACTOR**

The Apparently Successful Contractor will receive an Intent to Award notice from the ITB Coordinator after award decisions are made by the Port. The notice will include instructions for final submittals that are due prior to execution of the contract or Purchase Order.

The Contractor will be expected to provide all essential documents within ten (10) business days. This includes attaining a providing proper proof of insurance. If the selected Contractor fails to complete all the final submittals within the allotted ten (10) days, the Port may elect to cancel the intended award and award to the next ranked Contractor, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract in the timeframes above may result in Contractor disqualification for future solicitations for this same or similar product/service.

## **55. FINAL SUBMITTALS PRIOR TO AWARD**

The Contractor(s) should anticipate that the Letter will require at least the following. Contractors are encouraged to prepare these documents as soon as possible, to eliminate risks of late compliance.

- Supply Evidence of Insurance (if required)
- Special Licenses (if any)
- Supply a Taxpayer Identification Number and W-9 Form (if not already on file with the Port)

### **Attachments:**

Attachment A – Bid Form & Non-Collusion Form

Attachment B – Terms and Conditions

Attachment C - Specifications

## Attachment A – Offer Sheet & Non-Collusion Form

**THE USE OF THIS FORM IS MANDATORY**  
**NOTE: Any Alteration or Addition to the Bid Form May Invalidate the Bid**

**BIDDER'S NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Individual Proprietor                       Partnership                       Joint Venture  
 Limited Liability Company                       Corporation

### SCHEDULE OF UNIT PRICES

ITEM NO.	ITEMS OF WORK	ESTIMATED QUANTITIES	UNITS	UNIT PRICES	AMOUNT
				\$	\$
<b>Rail Materials</b>					
1.	85-foot peeled, Green (Untreated) Douglas Fir Fender Piling with a Minimum 16" Diameter (3 feet from the Butt) and a Minimum 8" Diameter at the Tip.	4	EA	\$	\$
2.	90-foot peeled, Green (Untreated) Douglas Fir Fender Piling with a Minimum 16" Diameter (3 feet from the Butt) and a Minimum 8" Diameter at the Tip.	37	EA	\$	\$
3.	95-foot peeled, Green (Untreated) Douglas Fir Fender Piling with a Minimum 16" Diameter (3 feet from the Butt) and a Minimum 8" Diameter at the Tip.	15	EA	\$	\$
<b>BID GRAND TOTAL:</b>					\$

1. There are **no Buy American** requirements for this purchase.
2. It is MANDATORY that you provide a Unit Price. If there is an error between the Unit Price and Extended Price, the Port will correct the Extended Price.
3. **The bid prices shall include and cover all duties, handling and transportation charges and all charges incidental to the requested work excluding Sales Tax or Use Tax.** Bidder shall agree to all Port contract Terms and Conditions without exception.
4. Do not mark, write-in or add any exceptions to the specifications, schedule, terms or conditions. Do not attach alternative boilerplate. Any such exceptions can invalidate your Offer and the Port can reject your Bid.

- If you make an error in typing your prices or any corrections to your Offer Submittal, you may mark it in ink and initial the correction. If it is not marked in ink and or it is not initialed, the Port may reject your bid. Do not use whiteout.

Bidder has examined copies of the Bid Documents and of the following Addenda (receipt of which is hereby acknowledged):

**IMPORTANT: EACH ADDENDUM MUST BE ACKNOWLEDGED**

Date	Number

**VENDOR WARRANTS FULL DELIVERY \_\_\_\_\_ DAYS AFTER RECEIPT OF ORDER.**

By submitting a Bid, VENDOR warrants that prices, terms and conditions will be firm for acceptance for a period of **60 days** from the bid opening date.

Mailing Address, City, State, Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Unified Business Identifier (UBI) No. \_\_\_\_\_ Federal Tax ID \_\_\_\_\_

Email Address \_\_\_\_\_

Full Legal Name of Company \_\_\_\_\_

Signed by \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**NON-COLLUSION & DEBARMENT AFFIDAVIT**

I, the undersigned, having carefully examined the Invitation to Bid, propose to furnish materials, equipment, supplies and/or services as set forth herein.

Being first duly sworn, on my oath, I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years; does not have proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the last three years.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

"A suspending or debarring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive Order 12549..." (49CFR Part 29 Section 29.215).

Name of Firm

\_\_\_\_\_  
By (Print) Title

\_\_\_\_\_  
Signature of Authorized Official

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
(Signature)

NOTARY PUBLIC in and for the state of \_\_\_\_\_, residing at \_\_\_\_\_.

My commission expires: \_\_\_\_\_

## ATTACHMENT B – TERMS AND CONDITIONS

1. **ACCEPTANCE:** THIS ORDER IS THE PORT OF LONGVIEW'S (PORT) OFFER TO VENDOR. ACCEPTANCE OF THIS ORDER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR ARE OBJECTED TO AND ARE HEREBY REJECTED, UNLESS OTHERWISE AGREED TO IN WRITING BY THE PORT CONTRACTS AND PURCHASING MANAGER. THE TERMS STATED IN THIS PURCHASE ORDER SHALL BECOME A BINDING CONTRACT ON THE TERMS SET FORTH HEREIN WHEN IT IS ACCEPTED BY VENDOR'S RETURN TO THE PORT OF A SIGNED ACKNOWLEDGMENT OR COMMENCEMENT BY VENDOR OF WORK ON, OR SHIPMENT OF, ANY OF THE GOODS OR SERVICES ORDERED HEREBY.
2. **QUALITY STANDARDS:** Special brands, when named, are intended to describe the standard of quality, performance, or use desired. Unless clearly stated otherwise. Vendor's proposed "equal" may be considered by the Port, provided that Vendor specifies the brand, model, and provides the necessary descriptive literature sufficient to enable the Port to evaluate the proposed equal. If the Port elects to purchase a brand represented by Vendor to be an equal, the Port's acceptance of the item will be conditioned on the Port's inspection and testing after receipt. If, in the sole judgment of the Port, the item is determined not to be an equal, the item shall be returned at Vendor's expense and the substitution will be disallowed and/or the contract canceled without any liability whatsoever to the Port.
3. **CHANGES:** No alteration by Vendor of the terms, conditions, delivery, price, quality, quantities, or specifications of either the goods or service for this order will be effective without the prior written consent of the Port. Unauthorized substitutions will be made entirely at Vendor's risk and at the Port's option, may be returned without prior authorization at Vendor's expense.  
The Port may, at any time, by written notice to Vendor, make changes in any of the following: specifications, designs, drawings, samples, or other descriptions to which the goods or service must conform; methods of shipment or packing; or time or place of delivery. Within fifteen (15) days after the Port gives such notice, Vendor shall notify the Port in writing of any increase or decrease in the cost of, or the time required for performance of, any part of this order caused by any such change. An equitable adjustment, if any, in the price or delivery schedule, or both, shall be agreed upon in a written amendment to this order signed by the Port. Nothing in this paragraph, including any disagreement with the Port as to the equitable adjustment, shall excuse Vendor from proceeding without delay to perform this order as changed.
4. **PRICES:** Vendor warrants that prices of the goods or services charged to the Port do not exceed those charged by Vendor to any other customer purchasing the same goods or services in like or similar quantities.
5. **AUDIT AND ACCESS TO RECORDS:** The Vendor shall maintain books, ledgers, records, documents or other evidence relating to the costs and/or performance of the Agreement ("records") on a generally recognized accounting basis and to such extent and in such detail as will properly reflect and fully support all fees, costs and charges.  
With regard to the records, Vendor shall do and require its employees, agents and subcontractors to do the following:
  - a. Make such records open to inspection or audit by representatives of the Port during the term of this Agreement and for a period of not less than three years after the expiration of this Agreement.
  - b. Retain such records for a period of not less than three years after the expiration of this Agreement; provided, however, if any litigation, claim, or audit arising out of, in connection with, or related to this Agreement is initiated, such records shall be retained until the later of (i) resolution or completion of litigation, claim or audit; or (ii) six years after the date of termination of this Agreement.
  - c. Provide adequate facilities reasonably acceptable to representatives of the Port conducting the audit so that such representatives can perform the audit during normal business hours.
  - d. Make a good faith effort to cooperate with representatives of the Port conducting the audit. Cooperation shall include assistance as may be reasonably required in the course of inspection or audit, including access to personnel with knowledge of the contents of the records being inspected or audited so that the information in the records is properly understood by the persons performing the inspection or audit. Cooperation shall also include establishing a specific mutually agreeable timetable for making the records available for inspection by the Port's representatives. If the Vendor cannot make at least some of the relevant records available for inspection within seven (7) days of the Port's written request, cooperation will necessarily entail providing the Port with a reasonable explanation for the delay in production of records.
6. **HANDLING:** No charges will be paid by the Port for handling, which includes, but is not limited to packing, wrapping, bags, containers, reels, etc., unless otherwise specified herein.
7. **DELIVERY:** TIME IS OF THE ESSENCE AND THIS ORDER IS SUBJECT TO CANCELLATION BY THE PORT FOR VENDOR'S FAILURE TO DELIVER ON TIME. For any exception to the delivery date specified in this order, Vendor shall



give prior written notification and obtain written approval therefore from the Port. The acceptance by the Port of later performance with or without objection or reservation shall neither waive the Port's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.

8. **SHIPPING INSTRUCTIONS:** Unless otherwise specified in this order, all goods are to be shipped prepaid, FOB Destination. When shipping addresses specify room number, Vendor shall make such delivery thereto without additional charge. If the Port grants specific authorization to ship goods FOB Shipping Point, Vendor agrees to prepay all shipping charges, route the goods by cheapest common carrier, and bill the Port as a separate item on the invoice for said charges, less federal transportation tax. It is also agreed that the Port reserves the right, at its sole option, to refuse COD shipments.
9. **IDENTIFICATION:** The purchase order number shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals and other written documents relating to this order. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the content therein.
10. **RISK OF LOSS:** Regardless of the FOB Point specified above, Vendor agrees to bear all risk of loss, injury or destruction of goods and services ordered herein which occur prior to full system acceptance by the Port, and such loss, injury, or destruction shall not release Vendor from any obligation hereunder.
11. **FORCE MAJEURE:** Vendor will not be responsible for delays in delivery due to acts of God, fire, strikes, epidemics, war, riot, delay in transportation or railcar transport shortages PROVIDED VENDOR NOTIFIES THE PURCHASING AGENT, IMMEDIATELY IN WRITING OF SUCH PENDING OR ACTUAL DELAY. Normally, in the event of any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.
12. **REJECTION:** All goods and any services purchased in this order are subject to approval by the Port. Rejection of goods or services, resulting because of nonconformity to the terms, conditions, and specifications of this order, whether held by the Port or returned, will be a Vendor's risk and expense.
13. **PAYMENT:** A separate invoice is required for each order. Vendor shall invoice only for goods that have been delivered or services that have been performed. Unless otherwise agreed to, payment shall be net 30 days following acceptance of the goods or services, and a correctly completed invoice, which is later. The determination of a correctly completed invoice as at the sole discretion of the Port. All payments to Vendor shall be remitted by mail.
14. **TAXES:** Unless otherwise indicated in this order, the Port agrees to pay all applicable State of Washington sales or use tax. The Port is exempt from Federal excise taxes and an exemption certificate will be furnished upon request. The price for goods and services hereunder shall include all other applicable federal, state and local taxes, except those for which an exemption may be claimed by the Port.
15. **CASH DISCOUNT:** If the Port is entitled to a cash discount, the period for computation of such discount will commence on the date of acceptance of the goods or services, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage to the goods, or non-performance of services, the cash discount period shall commence on the date final approval for payment is authorized by the Port. If a discount is made part of the contract, but the invoice does not reflect the existence of a cash discount, the Port is entitled to a cash discount with the period commencing on the date it is determined by the Port that a cash discount applies.
16. **INSTALLATION:** If this order requires Vendor to install the goods, such installation services shall be performed in a good and workmanlike manner, and the premises shall be left in a clean condition. Vendor agrees to either repair or compensate the Port, at the Port's option, for any damage done to Port property in connection with the installation.
17. **WARRANTIES:** Vendor warrants that all goods and services furnished under this order are new unless otherwise indicated in this order, conform strictly to the specifications herein, are merchantable, of good workmanship, free from defect, are fit for the intended purpose for which such goods and services are ordinarily employed and if a particular purpose is stated in a Supplemental Condition, the goods are then warranted as fit for that particular purpose. Vendor further warrants that no violation of any federal, state or local law, statute, rule, regulation, ordinance or order will result from the manufacture, production, sale, shipment, installation or use of any of the goods. Vendor's warranties (any more favorable warranties, service policies, or similar undertakings of Vendor) shall survive delivery, inspection, and acceptance of the goods or services.
18. **LIENS, CLAIMS, AND ENCUMBRANCES:** Vendor warrants and represents that all goods delivered, or services performed herein are free and clear of all liens, claims, or encumbrances of any kind.
19. **INDEMNIFICATION AND HOLD HARMLESS:**
  - a. Vendor shall defend, indemnify, and hold harmless the Port, its Commissioners, officers, employees, and agents (hereafter, collectively, the "Port") from all liability, claims, damages, losses, and expenses (including, but not limited to attorneys' and consultants' fees and other expenses of litigation or arbitration) arising out of or related to the fulfillment of this order (including, without limitation, product liability claims by persons who may subsequently purchase the goods or

services from the Port, claims for patent, trademark, copyright, trade or franchising infringement, and from all claims arising from Vendors failure to comply with paragraphs 24, 25, 26 and 27 of this order); Provided, however, if and to the extent that this order is construed to be relative to the construction, alternation, repair, addition to, subtraction from, improvement to, or maintenance of, any building, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving or demolition in connection therewith, and therefore subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where such liability, claim, damage, loss or expense arises from the concurrent negligence of (i) the Port, and (ii) Vendor, its agents, or its employees, it is expressly agreed that Vendor's obligations of indemnity under this paragraph shall be effective only to the extent of Vendor's negligence. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any person or entity described in this paragraph. This paragraph shall not be construed so as to require Vendor to defend, indemnify, or hold harmless the Port from such claims, damages, losses or expenses caused by or resulting from the sole negligence of the Port.

- b. In any and all claims against the Port, by any employee of Vendor, its agent, anyone directly or indirectly employed by either of them, or anyone for whose acts any of them may be liable, the indemnification obligation of subparagraph "a" above shall not be limited in any way by any limitation on the amount or type of damages, compensation benefits payable by or for Vendor, or other person under applicable industrial insurance laws (including, but not limited to Title 51 of the Revised Code of Washington), it being clearly agreed and understood by the parties hereto that Vendor expressly waives any immunity Vendor might have had under such laws. By executing the order Vendor acknowledges that the foregoing waiver has been mutually negotiated by the parties.
- c. Vendor shall pay all attorneys' fees and expenses incurred by the Port in establishing and enforcing the Port's right under this paragraph, whether or not suit was instituted.

#### 20. **TERMINATION/CANCELLATION:**

- a. **TERMINATION FOR CONVENIENCE:** The Port may terminate this order, in whole or in part, for the Port's convenience at any time and for any reason by giving a written termination notice to Vendor and the Port's payment to Vendor of termination charges computed in the following manner: (i) a sum computed and substantiated in accordance with standard accounting practices for those reasonable costs incurred by Vendor prior to the date of termination, for orderly phase out of performance as requested by the Port in order to minimize the costs of the termination; and (ii) a reasonable profit for such work performed; **HOWEVER THE PORT SHALL NOT BE LIABLE TO VENDOR FOR ANY ANTICIPATED PROFITS ON THE TERMINATED PORTION OF THE ORDER, OR CLAIMS OF UNABSORBED OVERHEAD OR OTHER FIXED COSTS. IN NO EVENT SHALL THE PORT BECOME LIABLE TO PAY ANY SUM IN EXCESS OF THE PRICE OF THIS ORDER FOR THE TERMINATED GOODS OR SERVICES.**
  - b. **CANCELLATION FOR BREACH:** Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of Vendor or its Vendors, services, or subcontractors, the Port shall be entitled, by written or oral notice the Vendor, to cancel the whole or any part of this order for breach of any of the terms of this order, and to have all other rights against Vendor by reason of Vendor's breach as provided by law.
  - c. A breach shall mean any one or more of the following events (i) Vendor fails to make delivery of any of the goods or perform the service by the date required or by such later date as may be agreed to in a written amendment to the order signed by the Port; (ii) Vendor breaches any warranty, or fails to perform or comply with any term or agreement, in the order; (iii) Vendor makes any general assignment for the benefit of creditors; (iv) in the Port's sole opinion, Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; (v) Vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization or relief from debtors; or (vi) any receiver, trustee or similar official is appointed for Vendor or any of Vendor property.
  - d. If it be found that Vendor was not in breach, the rights and obligations of the parties shall be the same as if a Notice of Termination had been issued pursuant to subparagraph 20.a.
21. **REMEDIES:** Any decisions by the Port to pursue any remedy provided for in paragraph 19.a and 19.b herein shall not be construed to bar the Port from the pursuit of any other remedy provided by law or equity in the case of similar, different or subsequent breaches of this order.
  22. **WAIVER:** Failure at any time of the Port to enforce any provision of this order shall not constitute a waiver of such provision or prejudice the right of the Port to enforce such provision at any subsequent time. No term or condition of this order shall be held to be waived, modified or deleted except by a written instrument signed by the parties hereto.
  23. **PARTIAL INVALIDITY:** If any provision of this order is or becomes void or unenforceable by force or operation of law, all other provisions hereof shall remain valid and enforceable.

24. **COMPLIANCE WITH ALL LAWS:** Vendor shall comply with all applicable federal, state and local laws, statutes, rules, regulations ordinances, and orders.
25. **NON-DISCRIMINATION:** During the performance of providing goods or services related to this order, the Vendor and its subcontractors, if used, shall not discriminate on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicaps in employment or application for employment or in the administration or delivery of services or any other benefits under the Agreement except to the extent permitted by bona fide occupation qualifications.
26. **HAZARDOUS MATERIALS:** If this order covers goods which include hazardous chemicals, Vendor shall, at the time of product delivery, provide the Port with copies of Material Safety Data Sheets ("MSDS") for such chemicals. These sheets shall be in the form then required by applicable law or regulation (see WAC 296-62-05413). This requirement shall be in addition to whatever other requirements are imposed by law or regulation.
27. **PUBLIC DISCLOSURE:** As a public agency, the Port is subject to public disclosure laws. Vendor agrees that pursuant to the Washington State Public Disclosure Act, Chapter 42.56 of the Revised Code of Washington, the Port may be required to disclose information provided by Vendor. The Port shall promptly notify Vendor of any requests for public disclosure of documents and information pursuant to the law. Vendor shall be responsible for and bear the costs of taking legal action to prevent disclosure of such documents and information. In no event shall the Port be liable to Vendor for disclosure of Vendor's documents and information it deems disclosable under the law.
28. **GOVERNING LAW/VENUE:** The laws of the State of Washington shall govern disputes concerning this order and the venue of any action relating hereto shall be in the Superior Court for the County of Cowlitz, State of Washington.
29. **ANTITRUST ASSIGNMENT CLAUSE:** Vendor and the Port recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Port. Vendor therefore hereby assigns to the Port any and all claims for such overcharges as to goods purchased in connection with this order, except as to overcharges which result from antitrust violations commencing after the price is established under this order and which are not passed on to the Port under an escalation clause.
30. **SUBCONTRACTING/ASSIGNMENT:** Vendor shall not subcontract or assign its obligations under this order without the prior written consent of the Port.
31. **WASHINGTON STATE INTERLOCAL COOPERATIVE ACT:** Pursuant to the Washington State Interlocal Cooperative Act RCW 39.34.080, other governmental agencies contracting with the Port may purchase goods and services on this solicitation or contract in accordance with terms and prices indicated therein. The Port accepts no responsibility for the payment of the purchase price by other governmental agencies.
32. **ERRORS:** In case of error in calculating or typing, the quoted unit price will be used as basis for correction of this order.
33. **FREIGHT:** Unless otherwise specified, prices are F.O.B. destination, with freight prepaid and included.
34. **ENTIRE AGREEMENT:** This order constitutes the entire understanding between the Port and Vendor with respect to the purchase and sale of the goods and any services and supersedes all previous negotiations, commitments and writings with respect thereto.

# ATTACHMENT C - SPECIFICATIONS

## 1. RELATED DOCUMENTS

1.1 Not used.

## 2. SUMMARY

2.1 This specification describes the technical requirements for the materials as requested in this Invitation to Bid. It covers untreated round timber piles, which are to be furnished by the Vendor to whom the award is made.

2.2 The Scope of Work covered by this Technical Specification shall include, but is not limited to, the supply and delivery as specified herein. The piles shall be of the kind, size, and quantity listed in the accepted bid, and are to be delivered to the Port of Longview as required by the bid, at the prices stated herein.

## 3. SUBMITTALS

3.1 Not used.

## 4. DELIVERY, STORAGE AND HANDLING

4.1 Protect from damage during delivery and handling.

4.2 Work included in delivery to site:

4.2.1 Delivery to Port of Longview, 10 Port Way, Longview, WA 98632.

4.2.2 Freight and insurance to receiving location.

4.2.3 All risks incidental to the delivery of the piles shall be assumed by the Vendor.

4.2.4 Delivery shall be **no later than October 15, 2019**. It is agreed that liquidated damages, as specified hereinafter, shall be levied at \$250 for each and every calendar day by which the completion of the work is delayed beyond the time fixed for completion or extension thereof.

4.3 Work not included in delivery to site:

4.3.1 Off-loading at site. The Port will unload timber piles from the delivery truck or rail.

4.3.2 Installation of all materials delivered to work site.

## 5. CODES AND STANDARDS

5.1 General

5.1.1 Standards: Comply with all pertinent standards specified in the contract documents, including those listed below. If these reference a specific edition or revision of an individual standard, then comply with that edition or revision. Otherwise, comply with the latest published edition or revision available on the date of the Contractor (or supplier) submits its price proposal.

5.1.2 ASTM International:

5.1.2.1 ASTM D25 – Standard Specification for Round Timber Piles

5.2 Rejection and Replacement

5.2.1 Causes for rejection of piles will include damage in handling and/or defects in the timber discovered by Vendor prior to shipment or discovered by a Port representative at the time of delivery. Failure of the pile to stand up under subsequent normal handling and pile driving

conditions, due to the inherent unsuitability of the timber for piling, will also be cause for rejection. Rejected piling will be replaced by the Vendor at the Vendor's sole expense.

## 6 PRODUCTS

### 6.1 Materials

#### 6.1.1 General Quality

6.1.1.1 Round Timber Piles: Piles shall be untreated Douglas Fir, unused, clean peeled, uniformly tapered, one piece from butt to tip.

#### 6.1.2 Lengths, End Cuts, Trimming & Peeling

6.1.2.1 Piles shall be furnished cut to lengths specified in ASTM Specification D 25, which permits a variation from the length specified as much as plus 1'-0" for piles 40 feet or longer, and plus 2'-0" for piles of 41 feet or longer, but the average length of all piles of a specified length in each shipment shall not be less than the length specified. The length of each pile shall be legibly marked on the butt end. PAYMENT WILL BE MADE FOR THE LENGTHS SPECIFIED WITH NO EXTRA CHARGE FOR EXCESS LENGTH.

6.1.2.2 Clean peeled piles require the removal of all outer bark. In addition, at least 80% of the inner bark well distributed over the surface of the pile shall be removed.

#### 6.1.3 Circumferences

6.1.3.1 The required circumferences are as follows:

6.1.3.2 All piles shall have a minimum 50-inch circumference (16-inch diameter) 3 feet from the pile butt and a minimum 25 inch circumference (8-inch diameter) at the pile tip.