



WASHINGTON'S WORKING PORT

FEBRUARY 18, 2022

INVITATION TO BID

**INTERNATIONAL WAY EAST LAND IMPROVEMENTS –
AGGREGATE PURCHASE**

PROJECT #: CP-2021-217

BIDS MUST BE SUBMITTED TO:

**PORT OF LONGVIEW
10 INTERNATIONAL WAY
LONGVIEW, WA 98632**

DUE: MARCH 3, 2022 NO LATER THAN 10:00 AM (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.

Solicitation Schedule	Date
ITB Issued	February 18, 2022
Questions by Date/Time	February 24, 2022 @ 5:00 PM (Local Time)
Bid Due Date/Time	March 3, 2022 @ 10:00 AM (Local Time)
ITB Information	Contact Information
ITB Coordinator	Candi Engebo, Procurement Specialist
E-mail Address	cengebo@portoflongview.com
Phone	(360) 425-3305, ext. 219

**PORT OF LONGVIEW
INVITATION TO BID (ITB)
INTERNATIONAL WAY EAST LAND IMPROVEMENTS - AGGREGATE PURCHASE
PROJECT NO: CP-2021-217**

THIS PURCHASE IS SUBJECT TO PREVAILING WAGES PER RCW 39.12.

PROJECT DESCRIPTION: The Port of Longview (Port) is seeking bids from qualified suppliers for the purchase of the supply and delivery of aggregate as specified.

NOTICE IS HEREBY GIVEN: The Port of Longview will receive bids at the Port of Longview, 10 International Way, Longview, Washington, either in person, delivery by USPS or other carrier/courier, or via email to: cegebo@portoflongview.com no later than **10:00 a.m. on March 3, 2022.**

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 Port's website, the Port may email notice of solicitation and addenda information to 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. Those interested in obtaining addenda information via email for a particular solicitation must send the Port its request in writing to the following email address: cegebo@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 **5:00 p.m. on February 24, 2022**. Questions, discrepancies, and clarifications received after this date may go unanswered. All questions, discrepancies, clarifications, etc. must be submitted electronically to: cegebo@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: February 18, 2022

THE DAILY NEWS

OFFICE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES

PORT OF LONGVIEW WEBSITE

1. PURPOSE

This solicitation is for the purchase of materials to be installed by others.

2. PREVAILING WAGES

Washington State Prevailing Wages are a requirement of this purchase. Vendor shall comply with the requirements of RCW 39.12 regarding the payment of prevailing wages, including the requirements to deliver a Statement of Intent to Pay Prevailing Wages and to post notice of such intent prior to commencement of delivery, and to file and Affidavit of Wages Paid after completion of all delivered purchases. The applicable State of Washington prevailing wage rates are **Cowlitz County** (or the County in which the delivery is performed if non-standard prefabricated materials are a portion of the order) and may be found at the following website address of the Department of Labor and Industries: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>. The applicable effective date for prevailing wages is due the date in which the bid is due. A copy of the applicable prevailing wage rates are also available for viewing at the office at the Owner, located at 10 International Way, Longview, WA 98632. Upon request, the Port will mail a hard copy of the applicable prevailing wages for this project.

3. AWARD

With this solicitation, the Port intends to award a contract to the lowest responsible bidder that provides a responsive bid.

4. SPECIFICATIONS

Provide new rail materials for installation by the Port conforming to the requirements in Attachment C, specifications.

5. RIGHT TO CANCEL

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

6. EXPANSION CLAUSE

Expansion of scope of this contract may occur when in the opinion of the Port Procurement Manager the circumstances meet one or more of 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 Vendors 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 Procurement 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 Procurement Manager 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 Procurement 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.

7. TAXES

All bids shall include an allocation for the appropriate sales and use taxes.

8. NO ADDITIONAL CHARGES

Unless otherwise specified in the Solicitation, no additional charges by the Vendor 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 Procurement Manager's sole discretion, additional charges may be allowed.

9. SUBCONTRACTS AND ASSIGNMENTS

Vendor shall not Subcontract, assign, or otherwise transfer its obligations under this Contract without the prior written consent of the Procurement Manager. Vendor 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 Vendor 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 Vendor to the Port of Longview for any breach in the performance of the Vendor's duties.

10. 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.

11. 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. Substitution requests will only be considered during the bidding period before the date and time when questions are allowed.

12. RIGHT TO REJECT

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

13. COMMUNICATIONS

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

Candi Engebo, Procurement Specialist
(360) 425.3305, ext. 219
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 Vendor 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 Vendor's own risk. The Port will not be bound by any such information, clarification, or interpretation. Following the Bid deadline, Vendors 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.

14. QUESTIONS

Vendors are encouraged to submit any questions they may have regarding this procurement. Questions are to be submitted to the ITB Coordinator in writing 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 bids are due. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Vendor of any responsibilities under this Bid or any subsequent contract. It is the responsibility of the Vendor to assure that they received responses to the questions if any are issued.

15. 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. Addenda will be posted to the Port's website in the location in which the original solicitation is posted.

16. RECEIVING ADDENDA AND/OR QUESTION AND ANSWERS

The ITB Coordinator will make efforts to provide notice to interested bidders by posting addenda on the Port website. Vendors 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 Vendor 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 Vendor from the sole obligation for learning of such material. It is the sole responsibility of the Bidder to monitor the website daily to ensure that all posted Addenda are 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 Vendors with all information particularly Addenda or changes to bid date/time.

17. ELECTRONIC SUBMITTAL

Bidders can submit their bid documents electronically to cengebo@portoflongview.com.

Bidders must 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, 20 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.

18. 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: Purchasing
Solicitation Number and Name
10 International Way
Longview, WA 98632

19. BID OPENING

The Port does not conduct a formal opening when electronic submittals are allowed. Bid results will be available by request from the ITB Coordinator within 48 hours of bid closing during normal business hours.

20. BID AND PRICE SPECIFICATIONS

Vendor shall provide their Offer on forms provided by the Port, indicating unit prices for each item. 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, Vendor shall quote prices F.O.B. Destination, with freight prepaid and allowed. All prices are to be in US Dollars.

21. 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 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.

22. 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. Vendors are to prepare pricing and offers given the Port's intention to utilize the right to a partial or multiple awards, 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.

23. CONTRACT TERMS AND CONDITIONS

Vendors 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.

24. INCORPORATION OF ITB AND BID IN CONTRACT

This ITB and the Vendor'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 Vendor.

25. EFFECTIVE DATES OF OFFER

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

26. COST OF PREPARING BIDS

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

27. VENDOR RESPONSIBILITY TO EXAMINE DOCUMENTS

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

28. VENDOR RESPONSIBILITY TO PROVIDE FULL RESPONSE

It is the Vendor'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 Vendor is to provide all requested materials, forms and information. The Vendor is responsible to ensure the Offer properly and accurately reflects the Vendor

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 Vendor, or to seek clarifications from the Vendor as needed by the Port.

29. CHANGES OR CORRECTIONS TO BIDS

Prior to the bid submittal closing date and time established for this ITB, a Vendor may make changes to its bid provided the change is initialed and dated by the Vendor. 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.

30. CLAIM OF ERROR

A Vendor 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 Vendor demonstrates an error in the Bid to the Port's satisfaction, the Port may allow the Bidder to withdraw its Bid.

31. 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.

32. 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.

33. BID DISPOSITION

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

34. 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 Vendor. 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. Vendors may contact the Office of Minority & Women's Business Enterprises (OMWBE) at <http://www.omwbe.wa.gov> to obtain information on certified firms for potential sub-contracting arrangements. Nothing in this section is intended to prevent or discourage Vendors from inviting participation from non-MWBE firms, MWBE firms, as well as Small and Emerging Businesses.

35. PROPRIETARY OR CONFIDENTIAL INFORMATION

To the extent consistent with Chapter 42.56 RCW, the Public Disclosure Act, Purchasing shall maintain the confidentiality of Vendor's information marked confidential or proprietary. If a request is made to view Vendor's proprietary information, The Port will notify the Vendor of the request and of the date that the records will be released to the requester unless Vendor obtains a court order enjoining that disclosure. If Vendor 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 Vendor of any request(s) for disclosure for so long as Purchasing retains Vendor'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 Vendor of any claim that such materials are exempt from disclosure.

36. REQUESTING DISCLOSURE OF PUBLIC RECORDS

The Port asks Vendors, 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.

37. NO GIFTS AND GRATUITIES

Vendors 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 Vendor.

38. NO CONFLICT OF INTEREST

Vendor (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 Vendor performance. The Port shall make sole determination as to compliance.

39. BID SUBMITTALS

- a. Bid Form: This response is mandatory. See Attachment A.
 - i. Bids must be signed and 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.

40. 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
-------------------------	-----------

- a. **Late Bids.** Vendors 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 by the Bid due date and time.
It is the sole responsibility to ensure their bid was received by the deadline.

41. EVALUATION PROCESS

The Port shall select the lowest responsive and responsible Vendor(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, signatures, 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 Vendors or only as needed to determine the lowest responsive and responsible Vendor for the purpose of award.

Specifications: Before tabulating pricing, the Port will evaluate Vendor compliance with specifications and bid requirements, and determinations of “or equal” alternates (if specifically requested). If the Port specifically requests “or equal” alternates, the Vendor 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 Vendors response or Vendor materials, the Vendor 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 Vendors provide the same price, the Port gives preference to local products and local Vendors. When the tied Vendors are out- of- state and there are no local bidders/Vendors, or in the event two local bidders/Vendors are tied, the Procurement Coordinator will use a coin toss to determine the winner. There will be one other Port staff member to witness the coin toss.

42. 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 Vendors responding to the Solicitation.

43. PROTESTS AND COMPLAINTS

Protests and/or complaints are to be filed with the Procurement 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 Vendors have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

44. INSTRUCTIONS TO THE APPARENTLY SUCCESSFUL VENDOR

The Apparently Successful Vendor 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 Vendor 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 Vendor 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 Vendor or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract in the timeframes above may result in Vendor disqualification for future solicitations for this same or similar product/service.

45. OBLIGATION TO REPORT EMPLOYEES WHO USED EARLY RETIREMENT FACTORS: LIABILITY FOR FAILURE TO REPORT

The Port is an employer of one or more members of the Washington State Department of Retirement Systems (DRS). As a DRS covered employer, the Port is required to advise DRS of any retiree performing services for the Port who has used the 2008 Early Retirements Factors (ERFs) to retire early and is under age 65. Workers meeting these factors cannot perform services in any capacity for a DRS-covered employer and continue to receive a pension benefit (WAC 415-02-325). Concurrently with the execution of the contract and prior to commencing work, Consultant shall verify if any person who will be performing work on this project retired from a DRS employer using ERFs. Consultant must report any such persons to the Port by: (1) completing the DRS Contractor or Third-Party Worker Retirement Status Verification form that can be downloaded by following this link (<https://www.portoflongview.com/DocumentCenter/View/1848/retirementstatusform>) and (2) mailing it to Port of Longview Payroll at 10 International Way, Longview, WA 98632. If Consultant fails to timely report any employee who used ERFs to the Port in accordance with this section, Consultant shall be liable for all assessments issued to the Port by DRS and all legal fees and costs incurred by the Port in connection with such assessment. Consultant agrees that the Port may deduct such amounts from any amounts that may be owed to Consultant. Any additional amounts owed will be paid to the Port within fifteen (15) days of receiving an invoice from the Port.

46. FINAL SUBMITTALS PRIOR TO AWARD

The Vendor(s) should anticipate that the Letter will require at least the following. Vendors 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
Attachment B – Terms and Conditions
Attachment C – Specifications

Attachment A – Bid 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
				\$	\$
1.	Small Track Rock, per WSDOT Specification 9-03.9(5), <u>Delivered to Project Site</u>	550	TON	\$	\$
2.	Crushed Surfacing Base Course (CSBC), 1-1/4" Minus, per WSDOT Specification 9-03.9(3), <u>Delivered to Project Site</u>	6,400	TON	\$	\$
3.	3" – 8" Crushed Rock, Aggregate Source Approved by WSDOT Materials Lab, <u>Delivered to Project Site</u>	2,300	TON	\$	\$
Sub-total:					
7.8% WSST:					
TOTAL:					\$

1. By submitting a bid, Vendor agrees to comply with the requirements of RCW 39.12 regarding the payment of prevailing wages for this purchase.
2. There are **no Buy American** requirements for this purchase.
3. 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.
4. **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.
5. 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.
6. 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.
7. Non-Collusion & Debarment Declaration – Vendor (as signed below), certifies 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 that they 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 they have not in any manner sought by collusion to secure an advantage over any other contractor(s) or

person(s). Vendor further certifies 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; have 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).

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

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.

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

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 _____

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 PROCUREMENT 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. VENDOR ACKNOWLEDGES AND AGREES THAT THESE GENERAL PROVISIONS ARE INCORPORATED IN, AND ARE A PART OF, EACH PURCHASE ORDER OR OTHER AGREEMENT RELATING TO THE PROVISION OF GOODS AND/OR RELATED SERVICES BY VENDOR. THESE GENERAL PROVISIONS SUPERCEDE ALL CONFLICTING OR ADDITIONAL TERMS PRE-PRINTED ON ANY ORDER, QUOTE, INVOICE, OR OTHERWISE SET FORTH ON ANY RELEASE, ACKNOWLEDGEMENT, CONFIRMATION, REQUISITION, WORK ORDER, SHIPPING INSTRUCTION, SPECIFICATION AND SIMILAR DOCUMENT OR COMMUNICATION.
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. **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.
5. **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.
6. **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.

7. **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.
8. **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.
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 and cegebo@portoflongview.com. The contract number shall be printed on the invoice.
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:** The Port does not accept requests for early payment, down payment, or partial payment, unless the ITB specifically allows such. 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 26, 27, 28 and 29 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 22.a.
21. **REMEDIES:** Any decisions by the Port to pursue any remedy provided for in paragraph 21.a and 21.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. **FREIGHT:** Unless otherwise specified, prices are F.O.B. destination, with freight prepaid and included.
32. **RETAINAGE:** All Public Works projects shall be subject to the requirements of RCW 60.28.011 regarding the retention of five percent (5%) of the amount to be paid to the Seller or the provision of other security, pending the completion of the work and the release of any and all liens by subcontractors and supplies.
33. **CONFLICT AND SEVERABILITY:** In the event of conflict between contract documents and applicable laws, code, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the Port of Longview maximum benefits. Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document. In case of conflict between Terms, the Terms in the Port of Longview order shall take precedence.
34. **INSURANCE:** If indicated, vendor shall at a minimum procure Commercial General Liability Insurance to include products liability with a limit of \$1,000,000 and name the Port as an additional insured on a primary and non-contributory basis. Failure by the Port to request the Certificate of Insurance documenting this coverage shall not be construed as a waiver of such requirement.
35. **CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:**
- a. Pursuant to 2 CFR 200.213, the Vendor, by accepting this Purchase Order, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the Vendor is unable to certify, they must provide an explanation as to why they cannot prior to accepting this agreement. The Vendor shall provide immediate written notice to the Port if at any time the Vendor learns that its certification was erroneous or has become erroneous by reason of changed circumstances, or have received notice that they have been suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in 2 CFR 180.
 - b. The Vendor agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Pursuant to 2 CFR 180.330, the Vendor is responsible for ensuring that any lower tier covered transaction complies with certification suspension and debarment requirements. The Vendor agrees that it will include this clause without modification in all lower tier covered transactions.
36. **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. 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 Vendor 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 Vendor will be an equitable extension of time allowed for completion.

37. **VENDOR AUTHORITY AND INFRINGEMENT:** Vendor has authorization to sell under this Contract, only those services stated herein and allowed for by the provisions of this Contract. Vendor shall not represent to any Port employees that they have the Contract authority to sell any other materials, supplies, services, and/or equipment. Further, Vendor may not intentionally infringe on other established Port Contracts.
38. **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. AGGREGATES

- a. **General Scope**– The material items provided under this contract and listed specifically in Attachment A – BID FORM (Schedule of Unit Prices) shall be in accordance with the most recent edition of the Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction, herein referred to as the “Standard Specifications” or “WSDOT Spec.” These Standard Specifications are hereby made a part of this contract and shall control and guide all activities and materials provided, whether referred to directly, paragraph by paragraph, or not.
- b. **F.O.B. -** Materials shall be delivered to the Port of Longview located near 10 International Way, Longview, Washington 98632 in the Project Site shown below. When delivery begins, the Port would like to receive a minimum of 500 tons per day, with the ability to have peak delivery of 800 tons per day. The trucks should have the ability to spread the rock, but could also be placed in a stockpile area on the Project Site.



- c. **Schedule** – Unless otherwise stated, delivery of materials shall be coordinated through the Port Representative and/or Engineer and shall occur upon contract execution with the first deliveries made on March 7, 2022 and the remaining to be completed no later than March 25, 2022.