

**KLICKITAT COUNTY
PORT DISTRICT NO. 1
REQUEST FOR QUOTATION
THIS IS NOT AN ORDER**

Vendors are required to complete Sections D, J-L, and N-O only. Quote net price at which you agree to furnish any or all of the following articles, F.O.B. destination shown below. Prices must be based on all units, extended and totaled. Add sales tax as a separate item. Delivery guarantee should be filled in. To receive consideration, quote must be made on this form and signed in full.

(A) QUOTE NUMBER
2015-02

(B) QUOTE MUST BE RETURNED BY:
2:00 P.M., JUNE 26, 2015

(C) Return Quotation to:
Klickitat County Port District No. 1
ATTN: Marc Thornsby
154 East Bingen Point Way #A
Bingen, Washington 98605

PH: (509) 493-1655

(D) (VENDOR NAME AND ADDRESS)

(E) PRICES F.O.B.(SHIP TO ADDRESS)
111 East Rockland Road
Dallesport, Klickitat County, Washington

| (F) ITEM NO. | (G) ITEM DESCRIPTION | (H) QUANTITY | (I) UNIT | (J) UNIT PRICE | (K) AMOUNT |
|---------------------|---|---------------------|-----------------|-----------------------|-------------------|
| 1. | Ready-mix concrete per the following: 4,000 psi compressive strength (28-day); 0.45 water/cement ratio (max.); 5% ± 1% air entrainment; 5" slump; 1-1/2" coarse aggregate (nom.); 1 lb/cy fiber mesh (MasterFiber F 100 – 3/4"); to be delivered on two separate days at a rate of 50 cy/hour. Concrete to be chuted into a pump truck (provided by others) and shall have a batch time of 60 minutes (maximum). Concrete and amendments to conform to all applicable ACI Codes and Guidelines. | 409 | c.y. | | |
| | Estimated Sales Tax (7.0%) | | | | |
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(L) PLEASE NOTATE IF YOUR BUSINESS IS ONE OF THE FOLLOWING:

CERTIFIED MINORITY BUSINESS CERTIFICATION # _____

CERTIFIED WOMEN'S BUSINESS CERTIFICATION # _____

VENDOR NOTICE: QUOTATIONS SHOULD BE COMPLETED IN INK AND ON THIS FORM. UNSIGNED OR LATE QUOTATIONS WILL NEITHER BE ACCEPTED NOR RETURNED TO THE SUPPLIERS. THE PORT RESERVES THE RIGHT TO ACCEPT OR REJECT QUOTATIONS ON EACH ITEM SEPARATELY OR AS A WHOLE, TO REJECT ANY OR ALL QUOTATIONS, WAIVE INFORMALITIES AND TO CONTRACT AS THE BEST INTERESTS OF THE PORT MAY REQUIRE. QUOTATIONS ARE SUBJECT TO THE STANDARD TERMS AND CONDITIONS AS ARE PRINTED ON THE REVERSE SIDE HEREOF. BY SIGNING BELOW THE VENDOR AFFIRMS HAVING READ THE CONDITIONS NOTED ABOVE AND ON THE REVERSE SIDE, AGREES THERETO AND HAS STATED HEREON THE PRICES AT WHICH HE/SHE WILL FURNISH AND DELIVER AT LOCATION NAMED ABOVE. FACSIMILE AND ELECTRONIC QUOTES WILL NOT BE CONSIDERED.

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| (M) VENDOR GUARANTEES DELIVERY F.O.B. UPON 3 DAYS NOTICE AT ADDRESS SHOWN SHIPMENT WILL BE MADE VIA VENDORS TRUCKS. | (N) VENDOR WILL ALLOW _____ % DISCOUNT FOR PAYMENT WITHIN _____ DAYS, NET 30 | (O) PRINT NAME AND TITLE _____ TELEPHONE _____ SIGNATURE _____ DATE _____ |
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Klickitat County Port District No. 1
Standard Terms and Conditions

1. **ENTIRE AGREEMENT** This document, including all addenda and subsequently issued change notices, comprises the entire agreement between the Klickitat County Port District No. 1 ("Port") and the Vendor and shall be governed by the laws of the State of Washington incorporated herein by reference. The venue for legal action shall be the Superior Court for the State of Washington, County of Klickitat. The Port reserves the right to reject quotes which propose alternates or additional terms and conditions.
2. **CONFLICT AND SEVERABILITY** In the event of conflict between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the Port 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.
3. **NONDISCRIMINATION AND AFFIRMATIVE ACTION** Acceptance of this contract binds the Vendor to the terms and conditions of Section 801, Title VI, Civil Rights Act of 1964, as may be amended: In that "No person in the United States shall, on the grounds of race, color, national origin, sex or age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." Unless exempted by Presidential Executive Order #11246, as may be amended or replaced and applicable regulations thereunder. Vendor shall not discriminate against any employee or applicant for employment.
4. **WORKERS RIGHT TO KNOW** Recently passed "right to know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-62-054 requires among other things that all manufacturers/distributors of hazardous substances, including any of the items listed on this bid/quote/contract bid and subsequent award, must include with each delivery completed Material Safety Data Sheets (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with:
 - The identity of the hazardous material,
 - Appropriate hazardous warnings, and
 - Name and address of the chemical manufacturer, importer or other responsible party.

Appropriate fines may be levied by Labor and Industries against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.

5. **RIGHTS AND REMEDIES** In the event of an claim for default or breach of contract, no provision in this document or in the Vendor's offer shall be construed, expressly or by implication, as a waiver by the Port of any existing or future right and/or remedy available by law. Failure of the Port to insist upon the strict performance of an term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract or by law, or the acceptance of (or payment for) materials, equipment or services, shall not release the Vendor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the Port to insist upon the strict performance of the contract.
6. **IN-STATE PREFERENCE-RECIPROCITY** Pursuant to RCW 39.26.270 the Port has established a schedule of penalties applicable against firms submitting Quotes from states which grant a preference to their own in-state business. The penalties are listed below and apply only to Quotes received from the following states.

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|--------------------|----|---------------------|----|
| Alaska..... | 5% | Montana | 3% |
| Arkansas..... | 3% | New Mexico | 5% |
| * California..... | 5% | Ohio..... | 5% |
| Hawaii..... | 3% | Oklahoma | 5% |
| Louisiana..... | 7% | South Carolina..... | 2% |
| Massachusetts..... | 2% | West Virginia..... | 2% |

* California is applicable only to small business firms certified for preference by the State of California. Firms bidding from California only: Is your firm currently certified as a small business under California Code, Title 2, Section 1896.12? Yes or No

In determining the lowest responsible Vendor, the Port will add an amount equal to the above percentage to each applicable Quote submitted. In no event shall such increase be paid to a Vendor whose Quote is accepted.

7. **PROTESTS** Protests shall be filed and resolved in accordance with RCW Chapter 39.04. Protests filed are to be addressed to the Port Executive Director.
8. **HOLD HARMLESS** Vendor shall indemnify, defend and hold harmless the Port from any and all claims, demands, suits, actions, proceedings, losses, costs and damages of every kind and description, including any attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by the Port on account of losses of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of Vendor, Vendor's employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of Vendor and/or subcontractors or claims under similar such laws or obligations. Vendor also agrees to protect and hold harmless the Port against all claims, suits or proceeding or patent, trademark, copyright, or franchise infringement arising from the purchase, installation, or use of goods and services ordered, and to assume all expenses and damages arising from such claims, suits or proceedings. Vendor's obligation under this Section to indemnify, defend and hold harmless shall not be eliminated or reduced by any alleged concurrent or sole negligence of the Port or its agents, employees, and officers. Vendor shall pay all attorney's fees and expenses incurred by the Port in establishing and enforcing the Port's rights under this paragraph, whether or not suit was instituted.
9. **PERSONAL LIABILITY** It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the Klickitat County Port District No. 1 be in any way personally liable or responsible for any covenant or condition herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this contract.
10. **SUPERVISION AND COORDINATION** Vendor shall:
 - Competently and efficiently supervise and direct the implementation and completion of all contract requirements specified herein.
 - Designate in its Quote to the Port, a representative(s) with the authority to legally commit Vendor's firm. All communications given or received from the Vendor's representative shall be binding on the Vendor.
 - Promote and offer to the Port only those materials, equipment and/or services as stated herein and allowed for by contractual requirements. Violation of this condition will be grounds for contract termination.
11. **ADVERTISING** Vendor shall not advertise or publish information concerning this contract in any form or media without prior written consent from the Port.
12. **SUBCONTRACT/ASSIGNMENT** Vendor shall not subcontract or assign its obligations under this contract without the prior written consent of the Port. The Vendor shall be responsible to ensure that all requirements of the contract shall be binding upon any and all subcontractors.
13. **TAXES** Vendor shall pay for and maintain in current status any and all taxes which are necessary for contract performances. Unless otherwise indicated, the Port agrees to pay all State of Washington sales or use taxes. No charge by Vendor shall be made for federal excise taxes and the Port agrees to furnish Vendor with an exemption certificate, where appropriate. Sales tax shall not be included in Quote pricing submitted.
14. **WARRANTIES** Vendor warrants that all materials, equipment and/or services provided under this contract shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by the Port shall not alter or affect the obligations of the Vendor or the rights of the Port. Vendor warrants that prices of materials, equipment and services set forth herein do not exceed those charged by the Vendor to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities.
15. **LIENS, CLAIMS AND ENCUMBRANCES** All materials, equipment or services shall be free of all liens, claims, or encumbrances of any kind and if the Port requests, a formal release of same shall be delivered to the Port.
16. **DELIVERY** Delivery must be made as directed by the Port. Failure to comply may subject Vendor to nondelivery assessment charges and/or liquidated damages as appropriate. The Port reserves the right to refuse shipment when delivered after normal working hours. Vendor shall verify specific working hours and so instruct carrier(s) to deliver accordingly. The acceptance by the Port of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor. Unless otherwise specified, all goods are to be shipped FOB Destination freight prepaid and included. The Port reserves the right to refuse COD shipments. All deliveries are to be made to the applicable delivery location or as indicated in the quote. When applicable, Vendor shall take necessary actions to safeguard items during inclement weather. In no case shall Vendor initiate performance prior to receipt of written or verbal authorization from the Port. Expenses incurred otherwise shall be borne solely by the Vendor.
17. **INSPECTION AND REJECTION** The Port's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final acceptance or as acceptance of the materials or equipment if materials or equipment do not conform to contractual requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the Port will promptly notify the Vendor thereof. Without limiting any other rights, the Port at its option, may require the Vendor to:
 - Repair or replace, at Vendor's expense, any or all of the damaged goods.
 - Refund the price of any or all of the damaged goods, or
 - Accept the return of any or all of the damaged goods.

18. **TITLE AND RISK OF LOSS** Regardless of FOB point, Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance. Such loss, injury or destruction shall not release Vendor from any obligation hereunder.
19. **PERFORMANCE** Acceptance by the Port of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Vendor.
20. **IDENTIFICATION:** All invoices, packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers and other written documents affecting this contract shall be identified by the applicable quote number. Packing lists shall be enclosed with each shipment, indicating the contents therein.
21. **CHARGES FOR HANDLING** No charges will be allowed for handling which includes but is not limited to packing, wrapping, bags, containers or reels, unless otherwise stated herein.
22. **INVOICING** Vendor shall provide an original invoice. Each invoice shall be submitted as required by the contract and shall reference the quote number. Invoices shall be properly annotated with any applicable prompt payment discount(s).
23. **PAYMENT** Any quotation that requires payment in less than thirty (30) calendar days will not be considered. Prompt payment discount periods of thirty (30) calendar days or more will be considered in determining the apparent lowest responsible and responsive Quote. Invoices will not be processed for payment nor will the period for cash discount commence until receipt of a properly completed invoice and until all invoiced items are received and satisfactory performance of Vendor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Under Chapter 39.76 RCW, if the Port fails to make timely payment(s), Vendor may invoice for 1% per month on the amount overdue or a minimum of \$1.00. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with contract terms shall fully compensate the Vendor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Vendor.
24. **QUALITY STANDARDS** Specifications that identify a brand, manufacturer, model, part number, SKU, and/or other identifier(s) designating a unique and specific product are restrictive and any quotation received for an alternate product will be considered non-responsive. Specifications that describe the type of product and its functional requirements, or state that said type or requirements are "similar" or "equivalent" to a particular brand, are not restrictive and brands other than those provided as examples, if any, will be considered on the basis of whether they are at least equal in quality and performance. Failure to submit documentation sufficient to establish an alternate product as at least meeting the specifications of the "similar" or "equivalent" brand will render the quotation non-responsive. By submitting a quotation with an alternate product, Vendor expressly warrants said product as at least equal in quality and performance to the stated "similar" or "equivalent" brand. The Port's acceptance of an alternate product is conditioned upon the the Port's inspection and testing after receipt. If, in the sole judgment of the Port, the product is determined not to be an equal, the quotation may be rejected or the product returned at Vendor's expense and/or the contract canceled without any liability whatsoever to the Port.
25. **DETERMINATION OF RESPONSIBILITY** The Port reserves the right to make reasonable inquiry to determine the responsibility of any Vendor. Requests may include, but not be limited to, financial statements, credit ratings, references, record of past performances, on-site inspection of Vendor's or Vendor's subcontractor's facilities. Failure to respond to said request(s) will be sufficient reason to consider the Quote nonresponsive.
26. **AWARD FACTORS** Port contracts are awarded to the lowest responsive quotation submitted by a responsible Vendor subject to the preferences permitted by law. Award criteria shall include all items as stated in Title 39 RCW and the contractual requirements provided herein. The Port reserves the right to waive any informalities, reject any or all quotations, or reissue the Request for Quotation.
27. **ROSTER** Prior to award of this contract, any vendor may be required to complete the Port's Small Works Roster Application.
28. **CHANGES** No alteration in any of the terms, conditions, or contractual requirements herein shall be effective without the written consent of the Port as evidenced by issuance by the Port of a contract change notice.
29. **ADDITIONS OR DELETIONS** The Port reserves the right to add or delete items or locations as determined to be in the best interest of the Port. Added items or locations will be related to those on contract and additions or deletions will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be by mutual agreement, will be at prices consistent with the original Quote price margins, and will be evidenced by issuance of a written contract change notice from the Port.
30. **CONTRACT SUSPENSION** The Port may at any time and without cause, suspend the contract or any portion thereof, for a period of not more than thirty (30) calendar days by written notice to the Vendor. Vendor shall resume performance within fifteen (15) calendar days of written notice from the Port.
31. **TERMINATION FOR CONVENIENCE** The Port may terminate this contract, in whole or in part, at any time and for any reason by giving a thirty (30) calendar day's written termination notice to Vendor. Termination charges, when applicable, shall be computed in the following manner: (1) a sum computed and substantiated in accordance with standard account 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 (2) a reasonable profit for such work performed.; however, the Port shall not be liable to the Vendor for any anticipated profits on the terminated portion of the contract, 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 contract for the terminated services.
32. **TERMINATION FOR BREACH** Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Vendor or of the Vendor's suppliers or subcontractors, the Port shall be entitled, by written or oral notice, to cancel this contract in its entirety or in part for breach of any of the terms herein, and to have all other rights against Vendor by reason of Vendor's breach as provided by law. A breach shall mean any one or more the following events: (1) Vendor fails to perform by the date required or by such later date as may be agreed to in a written amendment to the contract signed by the Port; (2) Vendor breaches any warranty, or fails to perform or comply with any term or agreement in the contract (3) Vendor makes any general assignment for the benefit of creditors; (4) Vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization or relief from debtors; or (5) any receiver, trustee or similar official is appointed for Vendor or any of Vendor's property. If it is subsequently 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 a Termination for Convenience.
33. **DEFAULT AND REMEDIES** Any of the following events shall constitute cause for the Port to declare Vendor in default of the contract. Nonperformance of contractual requirements. A material breach of any item or condition of this contract. The Port shall issue a written notice of default providing a period in which Vendor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Vendor's liability for liquidated or other damages. If the default remains, after Vendor has been provided the opportunity to cure, the Port may do one or more of the following: Exercise any remedy provided by law. Terminate this contract and any related contracts or portions thereof. Impose liquidated damages. Suspend Vendor from receiving future Requests for Quotation.
34. **LEGAL FEES** The Vendor covenants and agrees that in the event suit is instituted by the Port for any default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction to be in default, Vendor shall pay to the Port all costs, expenses expended or incurred by the Port in connection therewith, and reasonable attorney's fees.
35. **FORCE MAJEURE** Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for period of time equal to the time that the results or effects of such delay prevented party from performing in accordance with this contract. The Port reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Vendor shall have no recourse against the Port.
36. **ESTABLISHED BUSINESS** To be considered responsive, Vendor must, at the time of the quote opening, or prior to that time if required by law, be an established business firm with all required licensing, bonding, facilities, equipment and trained personnel necessary to perform the work as specified in the request for quotation. The Port reserves the right to require proof of said requirements within 10 calendar days from the date of request.