



**PORT OF LONGVIEW**  
**REQUEST FOR PROPOSALS (RFP)**  
**RFP NO.: 17-049-RFP**

**PROJECT TITLE:** **Asset Management Solution**

**PROPOSAL DUE DATE:** **September 6, 2017 at 5 p.m.**, Pacific Time, Longview, Washington, USA.

The Port reserves the right to extend or renew the contract for up to two additional one-year periods, or any other duration so long as the total length of the contract does not extend beyond three years, at the sole discretion of the Port.

**VENDOR ELIGIBILITY:** This procurement is open to those Vendors that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

**NOTICE TO PROPOSERS:** This RFP is available on the Port's website at <http://www.portoflongview.com/Bids.aspx>. All addenda to the RFP, including questions and answers, will be posted to this website only. It is the proposer's sole responsibility to check for and acknowledge issued addenda issued for this project.

**CONTENTS OF THE REQUEST FOR PROPOSAL:**

1. Introduction
2. General Information for Vendors
3. Proposal Contents
4. Evaluation and Award
5. Attachments
  - A. Submittal Form
  - B. General Certifications and Assurances
  - C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
  - D. Non-Collusion Affidavit
  - E. Disclosure of Lobbying Activities
  - F. Sample Contract
  - G. Cost Proposal



## TABLE OF CONTENTS

<b>1.</b>	<b>Introduction .....</b>	<b>5</b>
1.1	Port Background .....	5
1.2	Purpose .....	5
1.3	Objective.....	5
1.4	Minimum Qualifications.....	6
1.5	Funding.....	6
1.6	Period of Performance .....	6
1.7	Definitions .....	6
1.8	ADA .....	6
<b>2.</b>	<b>General Information for Vendors .....</b>	<b>7</b>
2.1	RFP Coordinator.....	7
2.2	Estimated Schedule of Procurement Activities .....	7
2.3	Pre-Proposal Conference .....	7
2.4	Submission of Proposals .....	7
2.5	Proprietary Information/Public Disclosure.....	8
2.6	Revisions to the RFP .....	8
2.7	Diversity Participation .....	9
2.8	Acceptance Period.....	9
2.9	Protests .....	9
2.10	Responsiveness and Administrative Irregularities .....	9
2.11	Most Favorable Terms.....	9
2.12	Contract and General Terms & Conditions .....	9
2.13	Federal Contract Provisions .....	9
2.14	Costs to Propose .....	9
2.15	No Obligation to Contract .....	10
2.16	Rejection of Proposals.....	10
2.17	Commitment of Funds .....	10
2.18	Insurance Requirements.....	10
<b>3.</b>	<b>Scope of Work .....</b>	<b>11</b>
3.1	Overview.....	11
3.2	Vision.....	11
3.3	Training.....	12



3.4	Implementation, Configuration, and Consultation Services .....	12
3.5	Project Management and Support .....	12
3.6	User Counts .....	13
3.7	Hardware and Operating Systems .....	13
3.8	Documentation .....	13
3.9	Timeline .....	13
<b>4.</b>	<b>Proposal Contents .....</b>	<b>14</b>
4.1	Format Instructions .....	14
4.2	Copies and Submission .....	14
4.3	Organization .....	14
4.4	Mandatory and Scored Explained .....	14
4.5	Letter of Submittal/Executive Summary (Mandatory) .....	15
4.6	Company Background and Overview (Mandatory) .....	15
4.7	Technical Proposal (Scored) .....	16
4.8	Management Proposal (Scored) .....	20
4.9	References of Other Public Entities. (Mandatory) .....	21
4.10	Cost Proposal (Scored) .....	21
<b>5.</b>	<b>Evaluation and Contract Award .....</b>	<b>22</b>
5.1	Evaluation Procedure .....	22
5.2	Evaluation Weighting and Scoring .....	22
5.3	Oral Presentations / Demonstrations .....	22
5.4	Final Selection .....	22
5.5	Notification to Proposers .....	22
5.6	Bidder Complaints .....	23
5.7	Debriefing of Unsuccessful Proposers .....	23
5.8	Protest Procedure .....	23
<b>6.</b>	<b>Port Current Information Infrastructure .....</b>	<b>23</b>
6.1	Desktop/Laptops Workstation Standards .....	23
<b>7.</b>	<b>RFP Attachments .....</b>	<b>24</b>
Attachment A	Submittal Form (submit with Proposal) .....	24
Attachment B	General Certifications and Assurances (submit with Proposal) .....	24
Attachment C	Certification Regarding Debarment, Suspension, and Other Responsibility Matters (submit with Proposal) .....	24



Attachment D Non-Collusion Affidavit (submit with Proposal) .....24

Attachment E Disclosure of Lobbying Activities (submit with Proposal).....24

Attachment F Sample Contract .....24

Attachment G Cost Proposal (submit with Proposal).....24

# 1. Introduction

## 1.1 Port Background

The Port of Longview (POL) is a multi-purpose deep draft port Facilities encompassing over 500 acres, with nearly one mile of waterfront located at mile 66 on the Columbia River in southwest Washington State. The marine terminal includes 8 berths handling bulk, and breakbulk cargoes to and from international ocean vessels. POL is also in the master planning phase of developing a 275 acre piece of property (with deep-draft river access) 4 miles downriver of the current Facilities. In addition to marine terminals, POL recently agreed to take over a local park (Willow Grove) from the county which provides a boat launch, and other park amenities. The Port has handled on average 240 vessels per year over the past three years. The average tonnage has been just over 7 million metric tons.

The Facilities and Engineering Department is responsible for repairs and maintenance of the Port's infrastructure which includes warehouses, water system infrastructure including fire suppression systems, stormwater infrastructure, electrical infrastructure, Facilities buildings, and dock structures. The Facilities and Engineering Department consists of 1 Facilities and Engineering Director, 1 Project Engineer, 1 Project Manager, a Facilities Superintendent and a General Foreman that supervises a maintenance crew of 26 skilled tradesmen compiled of sprinkler fitters, plumber, carpenters, laborers, equipment operators, and electricians.

The Port's Operation Department is responsible for the marine operations at the Port which utilizes International Longshore and Warehousemen Union (ILWU) labor. The Port has 75 vehicles and over 320 pieces of equipment (rolling stock) that the ILWU mechanics maintain. The ILWU millwrights maintain the cargo operating Facilities equipment which includes conveyors, motors, belts, ship loaders, and baghouses.

The Port lacks an integrated set of tools and data to manage, maintain, and replace the Port's assets in an optimal way. The Port has done a high level inventory of its assets and completed a preliminary overall condition assessment in the form of a grade. The inventory data is at a very high level and does not include asset detail in detailed form; (e.g. at lighting level, not wiring, fixtures, etc.). Maintenance is done on each asset based on immediate needs and allowable budget. Some preventative maintenance lists exists but do not tie into any type of information system, hence the type, timing and amount of maintenance on assets is not easily tracked. Also, the Port does not currently utilize Geographical Information System (GIS) to track assets.

## 1.2 Purpose

The purpose of this RFP is to solicit proposals from software vendors, system integrators, implementation partners and/or Value Added Resellers (VARs) who can demonstrate that they possess the organizational, functional and technical capabilities to provide an asset management solution including a Computerized Maintenance Management System (CMMS) and potentially a Geographical Information System (GIS) that meets the Port of Longview's needs for comprehensive asset management.

## 1.3 Objective

Objectives include, but are not limited to, the following:

- 1.3.1. To provide adequate analytical tools to support management decision making regarding asset repair, maintenance, and replacement.
- 1.3.2. To have comprehensive, reliable, consistent asset data, based on an optimized work management system that is used consistently and in a standardized way.

#### **1.4 Minimum Qualifications**

The awarded Vendor must:

- 1.4.1. Be licensed in the State of Washington or provided a commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Vendor.
- 1.4.2. Demonstrate capability and capacity to provide all staff support necessary, directly or through subcontracts, to perform the subject services stated herein.
- 1.4.3. Have been in business for five (5) years performing services related to the subject services stated herein.

#### **1.5 Funding**

Any contract award as a result of this procurement is contingent upon the availability of funding. In the event additional funding becomes available, any contract award may be renegotiated to provide for additional related services.

#### **1.6 Period of Performance**

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about November, 2017, and to continue until the project is completed. It is likely that a phased approach will be used and implementation will occur as funding exists.

#### **1.7 Definitions**

- 1.7.1. Apparently Successful Contractor. The Vendor selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.
- 1.7.2. Vendor. Individual or company submitting a proposal in order to attain a contract with the Port.
- 1.7.3. Contractor. Individual or company whose proposal has been accepted by the Port and is awarded a fully executed, written contract.
- 1.7.4. Port. The Port of Longview, a municipal corporation organized under the laws of the State of Washington that is issuing this RFP.
- 1.7.5. Proposal. A formal offer submitted in response to this solicitation.
- 1.7.6. Proposer. Individual or company that submits a proposal in order to attain a contract with the Port.
- 1.7.7. Request for Proposal (RFP). Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the Vendor community to suggest various approaches to meet the need at a given price.

#### **1.8 ADA**

The Port complies with American with Disabilities Act (ADA). Vendors may contact the RFP Coordinator to receive this Request for Proposals in large print, Braille or on tape.

## 2. General Information for Vendors

### 2.1 RFP Coordinator

2.1.1. The RFP Coordinator is the sole point of contact in the Port for this procurement. All communication between the Vendor and the Port upon receipt of the RFP shall be with the RFP Coordinator, as follows:

Name	Candi Engebo
E-Mail Address	<a href="mailto:cegebo@portoflongview.com">cegebo@portoflongview.com</a>
Phone Number	(360) 425-3305, ext. 219

2.1.2. Any other communication will be considered unofficial and non-binding on the Port. Vendors are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Vendor.

### 2.2 Estimated Schedule of Procurement Activities

2.2.1. Below details the estimated schedule of procurement activities. The Port reserves the right to revise the above schedule.

Issue Request for Proposals	August 9, 2017
Pre-Proposal Conference	N/A
Questions Due	August 18, 2017
Issue Addendum to RFP (if applicable)	August 23, 2017
Proposals Due	September 6, 2017
Evaluate Written Proposals	September 7-20, 2017
Conduct Oral Interviews/Demonstrations	Week of September 25, 2017
Announce "Apparent Successful Contractor" and send notification via fax or email to unsuccessful proposers	October 2, 2017
Submit Recommendation to Board of Commissioners Advisory	October 11, 2017
Submit Recommendation to Board of Commissioners - Action Requested	October 25, 2017
Contract Execution	Week of October 30, 2017
Begin Contract Work	November 6, 2017

### 2.3 Pre-Proposal Conference

2.3.1. There will not be a pre-proposal conference for this procurement. In the event one is scheduled, it will not be mandatory.

### 2.4 Submission of Proposals

2.4.1. Proposals must be received by the RFP Coordinator no later than **5:00 p.m., Pacific Time, at 10 Port Way, Longview, WA on September 6, 2017.**

2.4.2. In addition to physical submissions, proposals must be submitted electronically as an attachment to an email to the RFP Coordinator's email address identified in Section 2.1.1. Attachments to email shall be on Microsoft Word format or PDF. Zipped files cannot be received by the Port and cannot be used for submission of proposals. The cover submittal

letter and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Vendor to the offer. The Port does not assume responsibility for problems with Vendor's email. If the Port's email is not working, appropriate allowances will be made.

- 2.4.3. Proposals may not be submitted using facsimile transmission.
- 2.4.4. Vendor should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. **Late proposals will not be accepted and will be automatically disqualified from further consideration.** All proposals and any accompanying documentation becomes the property of the Port and will not be returned.

## 2.5 Proprietary Information/Public Disclosure

- 2.5.1. Proposals submitted in response to this competitive procurement shall become the property of the Port. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Chief Executive Officer, or Designee, and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).
- 2.5.2. Any information in the proposal that the Vendor desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the exemption from disclosure upon which the Vendor is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Making the entire proposal exempt from disclosure or as Proprietary Information will not be honored.
- 2.5.3. If a public records request is made for the information that the Vendor has marked as "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 the Vendor obtains a court order enjoining that disclosure. If the Vendor fails to obtain the court order enjoining disclosure, the Port will release the requested information on the date specified. If a Vendor obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 45.56 RCW, or other state or federal law that provides for nondisclosure, the Port shall maintain the confidentiality of the Vendor's information per the court order.
- 2.5.4. A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

## 2.6 Revisions to the RFP

- 2.6.1. In the event it becomes necessary to revise any part of this RFP, all amendments and bidder questions/Port answers will be posted only on the Port's website at <http://www.portoflongview.com/Bids.aspx>
- 2.6.2. The Port also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.



## **2.7 Diversity Participation**

The Port strongly encourages the participation of minority, women-owned, veteran-owned, and small businesses, and Washington small businesses as prime contractors or subcontractors. No preference will be included in the evaluation of proposals, no minimum level of participation by these businesses shall be required as a condition of receiving an award, and proposals will not be rejected or considered non-responsive on that basis.

## **2.8 Acceptance Period**

Proposals must provide ninety (90) calendar days for acceptance by the Port from the due date for receipt of proposals.

## **2.9 Protests**

The Port's resolution adopting Port policies regarding Bid Protest Procedures (Resolution 2016-17) is available at: <http://www.portoflongview.com/206/Contractors-Vendors>. These procedures are applicable to this procurement.

## **2.10 Responsiveness and Administrative Irregularities**

2.10.1. All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Vendor is specifically notified that failure to comply with any part of this RFP may result in rejection of the proposal as non-responsive.

2.10.2. The Port reserves the right at its sole discretion to waive minor administrative irregularities.

## **2.11 Most Favorable Terms**

2.11.1. The Port reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Vendor can propose. There will be no best and final offer procedure. The Port does reserve the right to contact the Vendor for clarification of its proposal.

2.11.2. The Apparent Success Contractor must be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or the Vendor's entire proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the Port.

## **2.12 Contract and General Terms & Conditions**

The Apparent Successful Contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Attachment F. In no event is a Vendor to submit its own standard contract terms and conditions in response to this solicitation. The Vendor may submit exceptions as allowed in the Certifications and Assurances form, Attachment B to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to the respondent's proposal. The Port will review requested exceptions and accept or reject the same at its sole discretion.

## **2.13 Federal Contract Provisions**

There are no additional federal contract provisions included.

## **2.14 Costs to Propose**

The Port will not be liable for any costs incurred by the Vendor in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

## **2.15 No Obligation to Contract**

This RFP does not obligate the Port to contract for services specified herein.

## **2.16 Rejection of Proposals**

The Port reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

## **2.17 Commitment of Funds**

The Chief Executive Officer, or Designee, is the only individual who may legally commit the Port to the expenditure of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

## **2.18 Insurance Requirements**

The Contractor is to furnish the Port with a Certificate(s) of Insurance (COI) executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage, which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the Port within fifteen (15) days of the contract effective date.

### **2.18.1. Liability Insurance**

2.18.1.1. Commercial General Liability Insurance. Contractor shall maintain general liability (CGL) insurance, and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate coverage for the activities arising out of subcontracts.

2.18.1.2. Business Auto Policy. As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing the equivalent coverage.

### **2.18.2. Employers Liability ("Stop Gap") Insurance**

In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

### **2.18.3. Additional Provisions**

Above insurance policy shall include the following provisions:

- 2.18.3.1. Additional Insured. The Port of Longview, its elected and appointed officials, agents, and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the Port.
- 2.18.3.2. Cancellation. The Port shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the Port 45 business days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the Port shall be given 10 business days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The Port shall be given 20 business days advance notice of cancellation. If cancellation is due to non-payment of premium, the Port shall be given 10 business days advance notice of cancellation.
- 2.18.3.3. Identification. Policy must reference the Port's contract number and the Port of Longview shall be named.
- 2.18.3.4. Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the Port Chief Financial Officer for the Port, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and WAC 284-15.
- 2.18.3.5. Excess Coverage. By requiring insurance herein, the Port does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the Port in this contract.
- 2.18.4. **Worker's Compensation Coverage**
  - 2.18.4.1. The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The Port will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

### 3. Scope of Work

#### 3.1 Overview

The Port is seeking a software solution encompassing the business areas listed on the following pages. Proposers are encouraged to propose ANY OR ALL of the functional areas listed in this RFP.

Additionally, the Port encourages "partnering" by proposers, provided the prime and sub-contractors are appropriately identified. Whichever form the partnership takes, please consider the Port's primary objective is to have an integrated, centralized solution.

The groupings below should communicate business needs – not suggestions on how the Port desires the software to be "bundled" or "modularized." It is the Port's expectation that vendors will use their expertise to identify the software and hardware configurations to best meet the Port's needs.

#### 3.2 Vision

The Port is seeking an efficient, high quality CMMS program and potentially a GIS program that can integrate with the CMMS. The Port assumes best practice is a GIS-centric CMMS; however, the port will need to understand the benefits and approach of implementing a GIS before fully deciding upon utilizing a GIS. The Port expects the entire project will be done in phases (small steps within those phases) with the goal of implementing a system that is simple for end users and easily administered and maintained. Port desires the ability to interface with our financial software, Microsoft Dynamics SL, as well as track work performed by, and schedule maintenance for assets and facilities.

The Port is looking for the vendor to propose a phased in approach based on their knowledge and experience for design and implementation. An example of the Port's vision of phasing is provided below; however, this is not the mandatory approach.

- 3.2.1. Phase I: Design and implementation of GIS (if a GIS-centric approach is selected)
- 3.2.2. Phase II: Design and implementation of CMMS for Facilities and Engineering Department Modules to be developed on basis of priority, e.g., possibly start with dock structures and water systems.
- 3.2.3. Phase III: Design and implementation of integration of payroll/billing within Microsoft Dynamics SL.

We are interested in a modern, GIS-centric system to promote the exchange and extraction of information by users. The implementation project will include the activities needed to integrate solutions and create interfaces with Port applications.

We expect the associated implementation project to be challenging, time-consuming, and change-oriented. It is our desire to select and move forward with a solution that will position us for the future. We are willing to adapt, to the maximum extent practical, our business processes to the chosen solution.

The Port will collaborate with selected vendor(s) to identify the appropriate timeframe in which to complete the implementation. The solution selected may not necessarily originate from a single vendor; however, it must be able to integrate well and be effectively managed by Port IT employees.

### **3.3 Training**

End-user (train-the-trainer), system administration, and report writing training, along with a thorough transfer of knowledge of system configuration and set-up, is desired and should be included in the response to this RFP. We prefer that the training be conducted at our Facilities, but will entertain travel to another class-convening location, if needed.

### **3.4 Implementation, Configuration, and Consultation Services**

The Port is requesting full support in its implementation of the chosen solution. The following activities, as applicable to your proposed solution, should be included.

- 3.4.1 Table and system set-up and configuration options.
- 3.4.2 Fit-gap and best practices use of your solution.
- 3.4.3 Security design and set-up.
- 3.4.4 Configuration of interfaces with other applications.

### **3.5 Project Management and Support**

The Port expects the selected vendor to name an overall project manager for the project, provide onsite project management when needed, and produce and maintain the overall project implementation plan and schedule. The Port will also provide a project management team to coordinate internal resources, facilitate communication at all levels, facilitate decision-making and provide oversight and auditing.

Other elements related to project support include:

- 3.5.1 Status reports
- 3.5.2 Meeting facilitation, issue resolution, etc.
- 3.5.3 Documentation of changes, required actions, decisions, etc.
- 3.5.4 Management briefings
- 3.5.5 Identification, mitigation planning, and research for any identified risk
- 3.5.6 Support and participation in project communication activities
- 3.5.7 Deployment and post go-live, on-site support

### **3.6 User Counts**

While some vendors no longer license their products using a count of “seats,” the following information is provided as needed for license cost estimation, and to illustrate our work groups and organizational structure.

Count	Type	Description
3	Information Technology	Employees providing technical and reporting support.
6	Accounting/Finance	Employees who input and manage payroll, general ledger entries, and produce financial reports, etc.
3	Facilities and Maintenance	Employees monitoring, planning and executing Port facilities and maintenance activities for new construction and maintenance of existing assets.
6	Operations	Employees monitoring, planning and executing Port facilities and maintenance activities for rolling stock and cargo operating facilities and equipment.
8	Management	Supervisors and managers that may require reports or need to determine status for a given request

### **3.7 Hardware and Operating Systems**

No hardware is being sought in this RFP. Any server updates or purchases will be performed under an additional procurement. However, the Port requests that proposing vendors specify recommended hardware requirements in a later section of this RFP.

### **3.8 Documentation**

Representative samples of technical and end-user documentation must be included in the proposals. See the “Technical Requirements” section of this RFP for further details.

### **3.9 Timeline**

The timeline for this project is not yet determined. The Port intends to proceed in phases based on appropriated budget. The timeline could span through 2018 or beyond depending on the solution selected.

## 4. Proposal Contents

### 4.1 Format Instructions

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Vendor in preparing a thorough response.

Elaborate art work, expensive paper or bindings, and expensive visual or other presentations are neither necessary nor desired. Failure to follow the instructions in this section may result in disqualification. The Port desires a concise, direct, and easily interpreted response.

**You must include the RFP question with your response to aid in our review.**

For all sections, provide concise yet complete answers to each of the questions. If you choose not to respond to a question, type "Not Applicable" and explain why you are not answering. You may compose your answers to encompass more than one question; however, if you do so, you must make it clear which questions are being addressed. You may include diagrams, examples, charts, etc., to answer the questions.

### 4.2 Copies and Submission

4.2.1 Paper – one (1) unbound, signed original, and five (5) copies are required

4.2.2 Copies should use both sides of the paper (duplexed)

**4.2.3 Use no special binding, or covers. Submit the original and all copies bound only by a metal clip, rubber band, or similar.**

4.2.4 Additional electronic delivery of your response shall be emailed to the RFP Coordinator.

4.2.5 All submissions shall be in a sealed package(s) clearly labeled: "Asset Management Solution Project"

### 4.3 Organization

Proposals must be written in English and submitted in the order noted below:

4.3.1 Submittal Form (Attachment A to this RFP);

4.3.2 Letter of Submittal / Executive Summary (Page Limit: 2 Pages)

4.3.3 Certifications and Assurances;

4.3.4 Certification Regarding Debarment, Suspension, and Other Responsibility Matters;

4.3.5 Non-Collusion Affidavit;

4.3.6 Disclosure of Lobbying Activities;

4.3.7 Company Background and Overview (Page Limit: 3 Pages)

4.3.8 Technical Proposal (Page Limit: 5 Pages);

4.3.9 Management Proposal; and,

4.3.10 Cost Proposal

### 4.4 Mandatory and Scored Explained

Items marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

#### 4.5 Letter of Submittal/Executive Summary (Mandatory)

The Letter of Submittal and Executive Summary is to include the following information about the Vendor and any proposed Subcontractors:

- 4.5.1 Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
- 4.5.2 Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
- 4.5.3 Legal status of the Vendor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- 4.5.4 Federal Employer Tax Identification number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Vendor does not have a UBI number, the Vendor must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.
- 4.5.5 Identify any Port employees or former Port employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Vendor's organization. If following a review of this information, it is determined that a conflict of interest exists, the Vendor may be disqualified from further consideration for the award of the contract.
- 4.5.6 Other suggested information:
  - 4.5.6.1 Company strength and markets served
  - 4.5.6.2 Product functions and capabilities including perceived advantages
  - 4.5.6.3 Product support services
  - 4.5.6.4 Value differentiation, including cost considerations

#### 4.6 Company Background and Overview (Mandatory)

- 4.6.1 Provide your company information, as indicated below, for each software vendor, and each implementation vendor. Note: We do not desire information about report writer, database, operating system, or other "third-party" vendors that may provide base products. Address only the primary products and their related implementation vendors.

Item	Response
Vendor Name	
DBA Names	
Physical Address, Company Headquarters	
Physical Address, this Project	
Website	
Point-on-Contact (POC) name, this RFP	
Desk Phone/Voicemail, POC	
Mobile Phone, POC	

Email, POC	
Length of Time in Business	
Gross Revenue for FY's:	2016:
	2015:
	2014:
Total Number of Clients with the Proposed Software Installed	

- 4.6.2 For each primary software and implementation vendor, describe the company's primary business expertise. Include major industries served, and an outline of products and services provided.
- 4.6.3 For each of the primary software and implementation vendor, characterize the company's financial health. For example, in terms of annual growth in revenue and client base over the past five (5) years.
- 4.6.4 For each primary software and implementation vendor, provide details (client information, reason for default, date, and outcome or current status) of any and all contracts terminated for default, or that were terminated prior to full contract completion in the past five (5) years. Termination is defined as notice to stop performance due to the Client's decision.
- 4.6.5 Regarding the primary software applications included in the solution proposed, briefly describe the strategic direction and future plans you have for those products.
- 4.6.6 Describe your software licensing process and license options. Discuss how a "seat" is defined, and how you determine how many seats are required. Do you require re-purchasing of the licenses at any time in the future? Include copies of your typical license and annual maintenance agreements.
- 4.6.7 Approximately how often are major software versions released? Patches and fixes? How do you inform customers of the release? How do you provide that modifications/customizations made to licensed software are accommodated in the upgrades and patches? Include a discussion of whether additional costs (maintenance cost, not labor) would be incurred.
- 4.6.8 Describe all of the (technical and end-user/business) user groups, conferences and other support mechanisms that exist for your solution.
- 4.6.9 As applicable to your proposed solution, describe what your company has done to protect and indemnify the Port from any "patent trolling" or other patent infringement litigation that may occur related to your solution.
- 4.6.10 For each primary software application (e.g., do not address third-party reporting software or the database application) being proposed, explain your policy regarding retention of source code. Do you provide source code? Provide escrow? Explain how the Port's version of the source code is protected. If you have special agreements that must be negotiated, please include copies.

#### 4.7 Technical Proposal (Scored)

The Technical Proposal must contain a comprehensive description of services including the following elements:



4.7.1 **Project Approach/Methodology.** (Scored) – Include a complete description of the Vendor's proposed approach and methodology for each of the required services. This section should convey the Vendor's understanding of the required services for the proposed project. The Vendor must include a summary of the Vendor's general perceptions of the Port's needs and an overall methodology that will be used to meet the Port's needs as stated in the Scope of Work.

4.7.2 **Requirements.** (Scored) – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Vendor's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of Port staff. The Vendor may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

4.7.2.1 Complete the table below and submit with your proposal:

<b>R=Required D=Desired I = Important</b>		<b>Port of Longview Asset Management – GIS/CMMS Key Requirements</b>	
		<b>Technology and General Functionality</b>	<b>Response – Rating and Comment</b>
R	1.	Specify if proposing on-premises, single tenant cloud, or multi-tenant cloud deployment model.	
R	2.	If proposing on-premises deployment, support virtual server environment utilizing VMWare and Microsoft SQL 2012 or later.	
R	3.	Indicate if web-based or web-enabled. Explain if this applies to entire application or only specific areas of functionality.	
R	4.	Role-based security.	
R	5.	Field-level security for roles or individuals.	
R	6.	Briefly describe remote access capabilities and supported technologies.	
R	7.	List mobile platforms and devices supported.	
D	8.	Dictation for notetaking/comments in the field (speak into device for voice capture).	
R	9.	Role-based and user-definable menus, fields and screens.	
R	10.	Searchable system user help.	
D	11.	Audit trail with date, time, user stamp and historical values.	
R	12.	Document and photo attachment throughout.	
R	13.	All fields are searchable throughout the system, including user-defined fields.	
R	14.	All fields are reportable throughout the system, including user-defined fields.	
R	15.	Customer definable rule-based workflow throughout the system.	

R	16. Briefly describe interface/integration tools and/or methodologies. (E.G. Application Program Interfaces, Web Services, Service Oriented Architecture, Proprietary Middleware Tools, etc.)
	17. Possible key systems for interfacing/integrating:
R	a. GIS - most likely ESRI product(s)
R	b. Microsoft Dynamics SL (Financials – payroll, billing)
D	c. Microsoft SharePoint (Documents)
R	d. AutoCAD (Engineering Drawings)
R	18. Tech support for addressing issues and problems.
<b>GIS</b>	
R	19. Base system design that would include Facilities and systems contained in Port's AutoCAD.
R	20. Describe GIS product and data conversion.
D	21. GIS data and/or tools for property management/marketing.
GIS-Based Asset and Work Management	
R	22. Describe degree of integration with GIS products including GIS viewing capabilities
I	23. Configurable options for geodatabase interface, e.g. system of records, source for asset id assignment, etc.
I	24. Support visibility of multiple layers within GIS
I	25. Location management of asset by address, GPS coordinates tie to GIS.
I	26. Map display of location and status of selected work orders.
I	27. Create "on the fly" work orders or service requests from a map selection in GIS
I	28. Print and/or export (for example, PDF format) a map with a legend, bar scale, and notes displaying work order or asset location
R	29. Group assets within a selected area via a map to create and schedule preventative maintenance
<b>Asset Management</b>	
I	30. Generate asset records from multiple sources including purchasing (PO), capital projects, replacement, etc.
I	31. Access as-built diagrams (either through GIS or attachments) in the field.
R	32. Monitor asset cost history for the life of the asset including acquisition, maintenance, repairs, retirement and disposition.
R	33. Track asset activities and history for unlimited years (e.g. repairs, replacement, maintenance, upgrades, retirement, etc.).
I	34. Track asset to location, Facilities, department or person

D	35. Support visual and video inspection of assets
D	36. Ability to group assets within a category and area in GIS format to help schedule and coordinate preventative maintenance activities (e.g. catch basin cleaning)
R	37. Preventative maintenance including scheduling, proactive part inventory reservations, procedure checklists or attachments, etc.
I	38. Lifecycle management
<b>Work Management</b>	
R	39. Allow work orders to be created and closed without assets tied to them
I	40. User definable work order categories; e.g. Preventive, reactive, maintenance, chargeable, etc.
I	41. Manage both internal and contractor work orders.
I	42. Copy/duplicate work order to create new.
I	43. Support recurring work orders (e.g. catch basin inspections)
R	44. Assign time and resources at creation and during tasks on chargeable work orders
R	45. Configurable categories, tasks, reasons, types and sub-types for work performed
R	46. Work order scheduling (e.g. work crew calendar)
R	47. Generate a daily work list for staff based on work orders and assigned tasked and estimated time to complete them
R	48. Self-generate periodic maintenance activity
I	49. Job Safety Analysis added to work orders
<b>Inventory Management</b>	
R	50. Issue/transfer inventory to work orders
R	51. Centralize inventory warehouse for supplies, parts and equipment
R	52. Inventory location management
I	53. Min/Max order quantities and re-order lead items that trigger suggested purchase
D	54. Inventory tracking including asset tagging and barcoding
D	55. Tracking of small and attractive inventory
<b>Capital Projects</b>	
R	56. Ability to link work orders to projects. Briefly discuss how projects are handled and how they connect.
I	57. Contractor management such as work orders, percent, or milestone completions
R	58. Asset cost allocation to one or many general ledger accounts
D	59. Capture CIP budget information
<b>Reporting</b>	
R	60. List all levels of reporting and technologies used.

	(e.g. standard reports, ad hoc reports – Crystal Reports or SSRS) Indicate if embedded or 3 <sup>rd</sup> party.
R	61. User level security flows through to queries and reports.
R	62. Ad-hoc query and reporting tools with drill down to source transaction based on multiple parameters/filters.
R	63. Ad-hoc query and reporting on real-time data
R	64. Reports on 'down time', 'mean time to repair', 'mean time between failures'
R	65. Export ability to MS Excel and MS Word
I	66. Approval metric-specific reporting (e.g. work order aging, escalations, past due ,etc.)
D	67. User-definable executive dashboard components by individual with drilldown.
D	68. Mobile executive dashboards (at-a-glance functionality)

#### 4.7.3 Warrant & Support.

4.7.3.1 Provide details of all guarantees and warranties that accompany the proposed solutions. At a minimum, these must include a warranty that the solution will meet or exceed any performance and reliability standards included in the proposed solution for the entire time that it is being maintained by the Vendor.

4.7.3.2 Provide details related to a warranty period and maintenance/service contracts. Include a copy of your standard maintenance/support agreement as an appendix to your proposal. All proposed maintenance/service contracts are subject to negotiation by the Port.

4.7.4 Project Schedule. (Scored) – Based on the approximate due dates set forth herein, include a project schedule. The schedule must indicate when elements of the work will be completed and when deliverables, if any, will be provided.

4.7.5 Deliverables. (Scored) – Fully describe deliverables to be submitted under the proposed contract.

### 4.8 **Management Proposal (Scored)**

#### 4.8.1 **Project Management**

4.8.1.1 Project Team Structure/Internal Controls. (Scored) – Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any Subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in the performance of this potential contract and relationship of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have primary responsibility and final authority of the work.

4.8.1.2 Staff Qualifications/Experience. (Scored) – Identify staff, including Subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes for the named staff,

which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Vendor must commit that staff identified in its proposal will actually perform the assigned work. The Vendor, by submitting a bid, agrees that it will not remove this staff member without the prior approval of the Port. If removal is permitted, the Constant agrees that it will submit the name of the proposal replacement, who must have similar background, certifications, expertise and experience as the originally proposed staff member, for the Port's review and approval before that individual may be assigned responsibility for the services of any contract awarded as a result of this RFP.

#### **4.8.2 Experience of the Vendor (Scored)**

- 4.8.2.1 A description of the background and experience of the Vendor, the Vendor's staff and any Subcontractors who would work on this potential contract emphasizing services related to the scope of work described in this document.
- 4.8.2.2 Describe summaries of at least three studies [or work] with scopes similar to that specified in this RFP that have been completed by the Vendor and the Vendor's staff who would be assigned to the contract. List contract reference numbers, contract period of performance, contact person, telephone numbers, and email addresses.
- 4.8.2.3 Indicate other relevant experience that indicates the qualification of the Vendor and any Subcontractors for the performance of the potential contract.

#### **4.9 References of Other Public Entities. (Mandatory)**

List names, addresses, telephone numbers, and email addresses of three public entity references for which work has been accomplished and briefly describes the type of service provided. By submitting a proposal, the Vendor and the lead staff person grants permission to the Port to contact the references and others who may have pertinent information regarding the ability of the Vendor and the lead staff person to perform the services contemplated by this RFP. Do not include current Port staff as references. **References will be contacted for the top-scoring proposal(s) only and at the discretion of the Port.**

#### **4.10 Cost Proposal (Scored)**

The evaluation process is designed to award this procurement not necessarily to the Vendor of least cost, but rather to the Vendor whose proposal best meets the requirements of this RFP.

##### **4.10.1 Costs**

- 4.10.1.1 Use the format, or similar format, in the Cost Proposal included in Attachment G.
- 4.10.1.2 Also include hourly rates per person with job titles.

##### **4.10.2 Total Cost Summary**

- 4.10.2.1 In addition to the fixed price proposals required above, provide a Total Cost Summary Sheet. This Total Cost Summary Sheet must include the fixed price cost for each component.

##### **4.10.3 Subcontractor Costs**

- 4.10.3.1 Costs for subcontractors are to be broken out separately.

## 5. Evaluation and Contract Award

### 5.1 Evaluation Procedure

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by the Port, which will determine the ranking of the proposals.

Items in Section 4, Proposal Contents, marked “mandatory” must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

The Port, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation.

The RFP Coordinator may contact the Vendor for clarifications of any portion of the Vendor’s proposal.

### 5.2 Evaluation Weighting and Scoring

The following weighting and points will be assigned to the proposal for evaluation purposes:

Technical Proposal (35%).....	70 points
Project Approach/Methodology .....	20 maximum points
Requirements .....	20 maximum points
Warranty/Support .....	10 maximum points
Project Schedule .....	10 maximum points
Project Deliverables.....	10 maximum points
Management Proposal (35%).....	70 points
Project Team Structure/Internal Controls .....	15 maximum points
Staff Qualifications/Experience.....	20 maximum points
Experience of Vendor .....	35 maximum points
Cost Proposal (30%) .....	60 points
<b>TOTAL.....</b>	<b>200 points</b>

### 5.3 Oral Presentations / Demonstrations

The highest scoring proposals will be eligible for a second tier of evaluations. The method of selection for the second tier may include, but is not limited to, negotiation with the highest ranked proposer, competitive negotiations. Commitments made by the Vendor at the oral interview, if any, will be considered binding. The oral presentation and demonstration will determine the successful Vendor.

Arrangements may also be made during the second tier of evaluations for a Port team to visit locations where vendors have provided a solution similar to the one proposed. At the Port’s option, this may occur with one or more vendors.

### 5.4 Final Selection

The evaluation process is designed to award this procurement not necessarily to the Vendor of least cost, but rather to the Vendor whose proposal best meets the requirements of this RFP. The Port reserves the right to award the contract to the Vendor whose proposal is in the best interest of the Port, or to make no award at all.

### 5.5 Notification to Proposers

The Port will notify the Apparently Successful Contractor of its selection in writing upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by email and/or postal services.

## **5.6 Bidder Complaints**

- 5.6.1 Any Proposer may submit a complaint regarding this RFP based upon the following:
  - 5.6.1.1 The solicitation unnecessarily restricts competition;
  - 5.6.1.2 The evaluation/scoring process is unfair or flawed; or
  - 5.6.1.3 The requirements are inadequate or insufficient so that a response is difficult to prepare.
- 5.6.2 If no complaint is filed, a Proposer cannot later file a protest based on any of the above complaint criteria.
- 5.6.3 Any complaint to the RFP must be in writing and submitted to the RFP Coordinator no less than five (5) business days prior to the date when Proposals are due.

## **5.7 Debriefing of Unsuccessful Proposers**

- 5.7.1 Any Vendor who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. The written request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Unsuccessful Vendor Notification is emailed to the Vendor.
- 5.7.2 Discussion at the debriefing conference will be limited to the following:
  - 5.7.2.1 Evaluation and scoring of the firm's proposal;
  - 5.7.2.2 Critique of the proposal based on the evaluation;
  - 5.7.2.3 Review of proposer's final score in comparison with other final scores without identifying the other firms.
- 5.7.3 Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

## **5.8 Protest Procedure**

The Port's resolution adopting Port policies regarding Bid Protest Procedures (Resolution 2016-17) shall apply to this solicitation. The Protest Procedure can be found at: <http://www.portoflongview.com/206/Contractors-Vendors>. This procedure can also be requested by the RFP Coordinator.

# **6. Port Current Information Infrastructure**

## **6.1 Desktop/Laptops Workstation Standards**

### **6.1.1 Operating System**

The Port uses Windows 7 and Windows 10 and MS Office 2010 or MS Office 2013 is the standard installed application. The Port uses Office 365 for email and is migrating some Office licenses to Office 365.

### **6.1.2 Workstation Hardware**

#### **6.1.2.1 Desktops**

The Port maintains approximately 45 desktops with various processors, minimum of 8GB main memory, and a minimum of 500GB hard drive.

## **6.2 Network**

### **6.2.1 Network Infrastructure – General**

- 6.2.1.1 Servers are generally running on the VMware platform with Windows 2008R2 or 2012
- 6.2.1.2 Standard databases MS SQL Server 2012
- 6.2.1.3 Servers are interconnected via iSCSI and 1 GB Ethernet
- 6.2.1.4 Workstations are connected to servers 1GB Ethernet
- 6.2.1.5 IP addresses are managed via DHCP

## 7. RFP Attachments

Attachment A	Submittal Form (submit with Proposal)
Attachment B	General Certifications and Assurances (submit with Proposal)
Attachment C	Certification Regarding Debarment, Suspension, and Other Responsibility Matters (submit with Proposal)
Attachment D	Non-Collusion Affidavit (submit with Proposal)
Attachment E	Disclosure of Lobbying Activities (submit with Proposal)
Attachment F	Sample Contract
Attachment G	Cost Proposal (submit with Proposal)





**Attachment A  
Submittal Form**

**Port of Longview  
Asset Management Solution  
17-049-RFP**

The undersigned respondent submits this proposal in response to the Port's Request for Proposals (RFP) for the contract named above.

The respondent warrants that they have carefully reviewed the RFP and that this submittal represents the respondent's full response to the requirements described in this RFP. The respondent further warrants that if this submission results in a contract, the respondent agrees to all terms and conditions found in the attached sample contract and will provide all necessary labor, materials, equipment and other means required to complete the work in accordance with the requirements of the RFP and contract documents.

The respondent hereby acknowledges the requirement to carry or indicates the ability to obtain the insurance required in "Insurance Requirements" section of the sample contract. Indicate in the affirmative by initialing here: \_\_\_\_\_ 

The respondent hereby acknowledges receipt of Addendum Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ 

**Name of Respondent:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_  
\_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ 

**Printed/Typed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Attachment B**  
**Certifications and Assurances**

**INCLUDE THIS FORM FOR THE PRIME VENDOR/FIRM WITH YOUR PROPOSAL**

1. I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award of continuation of the related contract:
  - a. I/we declare that all answers and statements made in the proposal are true and correct.
  - b. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
  - c. The attached proposal is a firm offer for a period of sixty (60) calendar days following receipt, and it may be accepted by the Port without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the sixty (60) calendar day period.
  - d. In preparing this proposal, I/we have not been assisted by any current or former employee of the Port of Longview whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
  - e. I/we understand that the Port will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the Port, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
  - f. Unless otherwise required by law, the prices and/or cost data which has been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Proposer or to any competitor.
  - g. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
  - h. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
  - i. I/we grant the Port the right to contact references and others who may have pertinent information regarding the ability of the Vendor and the lead staff person to perform the services contemplated by this RFP.
  - j. If any staff member(s) who will perform work on this contract has retired from the state of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached sheet.
  - k. We (**circle one**) **are** / **are not** submitting proposed Contract Exceptions (See Section 2.12, Contract General Terms and Conditions). If Contract exceptions are being submitted, I/we have attached them to this form.

**On behalf of the Vendor submitting this proposal, my name below attests to the accuracy of the above statements. I/we are submitting a scanned signature of this form with our electronic proposal.**



\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Proposer

## Attachment C

### Certification Regarding Debarment, Suspension, and Other Responsibility Matters

#### INCLUDE THIS FORM FOR THE PRIME VENDOR/FIRM WITH YOUR PROPOSAL

1. The prospective participant certifies to the best of its knowledge and belief that it and its principals:
  - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from contracting with any federal, state or local governmental department or agency;
  - b. Have not within a three-year period preceding the date of this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1 (b) of this certification; and
  - d. Have not within a three-year period preceding the date of this Proposal had one or more public contracts (federal, state, or local) terminated for cause or default.
2. Where the firm executing this RFP Exhibit C is unable to certify to any of the statements in this certification, such firm shall attach a detailed explanation of facts that prevent such certification.
3. The certification in this clause is a material representation on fact relied upon by the Port of Longview.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five (5) years, or both.

Business Name: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative Name (print)

\_\_\_\_\_  
Authorized Representative Title (print)

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

☐

I am unable to certify to the above statements. My explanation is attached.

**Attachment D**  
**Non-Collusion Affidavit**

**INCLUDE THIS FORM FOR THE PRIME VENDOR/FIRM WITH YOUR PROPOSAL**

I, the undersigned, having carefully examined the Request for Proposal, 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 \_\_\_\_\_, 2017.

(Signature)

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

My commission expires:

**Attachment E  
Disclosure of Lobbying Activities**

**INCLUDE THIS FORM FOR THE PRIME VENDOR/FIRM WITH YOUR PROPOSAL**

**(attached separately)**

**Attachment F**  
**Sample Contract**  
**(attached separately)**

**Attachment G**  
**Cost Proposal**  
**(attached separately)**