

# Request for Quote (RFQ)

## Solicitation Title

**Port of Benton – Automatic Equipment  
Identification (AEI) Materials**

## Date Posted

**December 3, 2025**

## Solicitation Number

**POB-RR-M-25-1**

## Bid Due Date and Time

**Tuesday December 23, 2025, 11AM**

## Procurement Coordinator

**Name: Sheri Collins**

**Email Address: [scollins@portofbenton.com](mailto:scollins@portofbenton.com)**

**Phone Number: (509) 375-3060**

## Mailing Address (USPS Only)

**Port of Benton**

**Attn: Sheri Collins**

**3250 Port of Benton Blvd**

**Richland, WA 99354**

## Physical Address

**Port of Benton**

**3250 Port of Benton Blvd**

**Richland, WA 99354**

**The Procurement Coordinator is the SOLE POINT OF CONTACT for this solicitation. All communication between suppliers and Agency shall be with the Procurement Coordinator only.**

**Acquisition Authority:**

The Port of Benton (AGENCY) issues Request for Quote (RFQ) acting under the authority of the Revised Code of Washington RCW 39.26 which regulates the manner in which state agencies may acquire general goods and services.

**Description of Requirement:**

AGENCY is seeking bids for materials for:

AEI “Reader” Key Equipment and Materials with the following specifications:

1. General Description

The Port of Benton is soliciting the procurement of key Railroad Wayside Automatic Equipment Identification (AEI) Reader System components for installation at Richland Junction, Center Parkway, Mile Post 18.84. The purpose of this procurement is to obtain a system for railcar identification, tracking, and operational data management through a proven and industry-standard AEI system.

2. Scope of Supply

The vendor shall furnish all key equipment, materials, components, and documentation for installation by Port of Benton and its operating railroad. The scope includes, but is not limited to, the following items:

- AEI Reader System for Single Track at Low Speed:  
Supply a wayside AEI Reader System or approved equal, designed to comply with AAR (Association of American Railroads) S-918 and S-920 standards for railroad equipment identification. Units shall be 24VDC with a Processor, a Wheel Sensor I/O interface adapter, and a related monitor.
- Instrument Hut / Equipment Enclosure:  
Provide an AREMA-compliant 4’X4’ aluminum instrument hut to house AEI reader electronics, power distribution panel, network switches, and related communication equipment. The hut shall include appropriate lighting, grounding, surge protection, and a 240/120 electrical panel with conduit to the floor (connection from underground) for power service. The 4x4 Aluminum Hut shall be factory assembled and tested with a test report.
- AEI Antennas and Mounting Assemblies:  
Furnish two (2) AEI reader antennas (single-track wayside configuration) mounted on galvanized steel antenna masts to ensure optimal tag read range and reliability for both directions of train movement.
- Rail Vehicle Detection:  
Furnish Wheel Detector Subsystem axle counter dual element detector w/rail clamp for 115#RE rail size and armored connection cable. The wheel detector/axle counter shall have lightning surge protection.
- Presence Subsystem:  
Furnish one track AFO Short Range Track Circuit (Compatible with existing CWT Frequency on the rail (979 Hz and 4.0 kHz on the rail), Track Circuit Terminal Arrestor and Lightning Suppression Din Rail Mounted.
- Foundations and Field Materials:  
Provide steel foundations, conduit, cable, grounding rods, and associated hardware to support the wayside installation, AEI masts, hut, and related infrastructure.
- Power Subsystem:  
Furnish a power manager with UPS and Power Manager, (5) 6VDC battery cells 105AH on battery tray, and 24-volt 30 Amp (24/30) charger.
- Cabling and Connections:

Supply power cables, communications cables, and grounding conductors necessary to interconnect the AEI antennas, reader, wheel detection, track circuits, and instrument hut components. AEI readers will be located within 75 feet of the instrument hut. All cabling shall meet applicable AREMA and IEEE standards.

▪ **Cable Lengths (Field Hut to Wayside Devices);**

| Cable                    | Length in Feet (Min) |
|--------------------------|----------------------|
| Presence Detector        | 300'                 |
| Track Wire Twisted 2C-#6 | 200'                 |
| Bond Strand              | 200'                 |
| Axel Counter Cable       | 150'                 |
| Check Tag Cable          | 150'                 |
| Antenna Cable            | 250'                 |

- **Network Equipment:**  
AEI Reader shall be able to interface with standard VLAN, TCP/IP, Ethernet/IP communications, and RJ45 network ports as required for system communication, integration with the Port of Benton Railroad's network, and remote data access. Agency shall provide Ethernet cabling into new AEI reader Hut.
- **Field Materials and Accessories:**  
Include all incidental items, such as junction boxes, mounting brackets, flexible conduits, fittings, labeling, and hardware, required to complete the installation in accordance with AREMA engineering practices.

### 3. System Requirements

The AEI reader system shall:

- Accurately detect and decode standard AAR AEI tags under normal operating speeds (less than 25 mph) and environmental conditions.
- Store and transmit tag data to the Port of Benton's designated data network in real-time or near real-time.
- Include local diagnostic capability for maintenance personnel.
- Operate reliably in temperatures from -40°C to +70°C and withstand typical railroad vibration and shock conditions.
- Support Ethernet/IP communications and be compatible with existing AEI system protocols or approved equivalents.
- SSO security and multi-function protocol authentication.
- Ability to potentially provide AEI data to BNSF Railway and Union Pacific Railroad via ethernet IP connections.

### 4. Documentation and Testing

The vendor shall provide:

- OEM cut sheets, wiring diagrams, and installation drawings.
- Factory acceptance test (FAT) documentation.
- As-built drawings of the instrument hut and operation and maintenance manuals.

### 5. Added Alternatives:

- Fixed price for one year of cloud-based services that include the following functions:
  - Web-based Dashboard with Alerts, Consist Reports, Maintenance Reports, Location Details, and Location Actions.
  - Remote Monitoring
  - Telephone Support
  - Installation on two Port of Benton desktop computers and two iOS or Android smartphone devices.

## 6. Excluded Items

- Materials
  - Electrical Service and associated materials
  - Standard conduits and accessories
- Commercial Power (Electrical Service)
- Installation
- Field Setup and Testing

## 7. Standards and Compliance

All equipment, materials and manufacturing practices shall conform to applicable AAR, AREMA, IEEE, and NEC standards and local jurisdictional codes

Specifically, a quote for the following must be provided on the Request for Quotation form included in this solicitation package:

| Delivery Location  | Description   | Unit | Quantity |
|--|---|------|----------|
| Port of Benton<br>Railroad Shops<br>2579 Stevens<br>Drive, Richland,<br>WA 99354 | Base Bid - AEI System Materials Complete                | LS   | 1        |
|  |   |      |          |
| Port of Benton<br>Railroad Shops 2579<br>Stevens Drive,<br>Richland, WA 99354    | Additive Alternate – Software for Cloud based services. | LS   | 1        |
|  |   |      |          |

**A Vendor's bid must provide for base bid. The Additive Alternate is desired but not required.**

**Preferences for Materials:**

Buy America – Does not apply to this Project.

**Delivery Terms:**

**The AGENCY requests that the material be produced and readied for shipment as soon as possible following issuance of Purchase Order. Delivery date is part of the consideration related to evaluation and award for this RFQ.**

Complete freight and handling costs to be included in quote prices. No separate payment will be made for freight and handling costs.

Materials will be truck delivery to 2579 Stevens Drive, Richland, WA 99354 (7:00am-3:00 pm Mon-Thur delivery available). Specific Delivery Mode will be specified in Request for Quotation form.

Vendor shall coordinate with Procurement Coordinator before materials are shipped. If materials are shipped without written concurrence of Procurement Coordinator, then vendor shall be responsible for all charges for unloading or expenses related to the delay of the unloading.

**Vendor Questions:**

Any questions related to this procurement must be submitted in writing, via e-mail, to the AGENCY Procurement Coordinator no later than 4 PM December 18, 2025. Questions will be responded to, via addendum to the original solicitation, no later than 4 PM December 22, 2025.

**Bid Response**

Response shall include:

- ☐ Completed and signed Request for Quotation (RFQ) form
- ☐ Signed Certifications and Assurances form
- ☐ Signed Contractor Certification Form

**Bid Submittal:**

Suppliers wishing to submit a quote must do so no later than **Tuesday December 23, 2025 at 11 AM PDT**. Quotes must be submitted on the provided Request for Quotation forms and must be signed to be accepted.

Quotes may be submitted to AGENCY Procurement Coordinator via US Postal Service, common carrier, hand delivered, or emailed to the addresses provided below. Regardless of the delivery method used it is the responsibility of the vendor to ensure solicitation response is received by the Procurement Coordinator on or before the designated deadline.

- ☐ To submit via **United States Postal Service** mail to:  
Port of Benton  
Attn: Sheri Collins  
3250 Port of Benton Blvd  
Richland, WA 99354

Please reference quote number **POB-RR-M-25-1** on the outside of the mailing envelope.

- ☐ To hand deliver or submit via Common Carrier (**UPS, Fed Ex, etc.**) deliver to:  
Port of Benton  
Attn: Sheri Collins  
3250 Port of Benton Blvd  
Richland, WA 99354  
Please reference quote number **POB-RR-M-25-1** on the outside of the delivery envelope.

- ☐ Email to: Port of Benton  
Sheri Collins  
scollins@portofbenton.com  
Please reference quote number **POB-RR-M-25-1** in subject line

**Bid Opening:**

Shortly after 11AM, Tuesday December 23, 2025.

After bid opening, bids will be checked for correctness of bid item price extensions and the total bid price. A discrepancy between a bid item price and the extended amount of any bid item shall be resolved by accepting the bid item unit price as stated.

AGENCY shall select the responsible supplier who submits a responsive bid based on a combination of low price and delivery schedule – at the AGENCY’S sole discretion. (AGENCY may not select supplier solely based on low bid.)

AGENCY reserves the right to waive minor irregularities or to reject any or all bids as non-responsive.

AGENCY Complaint, Debrief and Protest Procedures and Policy apply. (See page 10 and following.)

## **Terms and Conditions**

The following terms and conditions apply in accordance with Washington State Laws and Regulations, which are hereby incorporated by reference.

### **Right to Cancel**

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

### **Changes**

No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of an order resulting from this solicitation will be effective **without prior written approval of the AGENCY**.

### **Acceptance**

This RFQ and any order resulting from this solicitation expressly limits acceptance to the terms and conditions stated herein. Any terms proposed by Vendor are objected to and hereby rejected, **unless otherwise provided for in writing by AGENCY. Vendors should provide and proposed terms and conditions to the Port for review.**

### **Responsiveness**

AGENCY reserves the right to determine the suppliers' compliance with the requirements specified in this RFQ and to waive informalities in a bid. Informality is an immaterial variation from the exact requirements of the competitive RFQ. An immaterial variation is one that has no effect or merely a minor or negligible effect on quality, quantity, or delivery of the supplies or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of or be otherwise prejudicial to the procurement. AGENCY reserves the right to determine whether a requirement is merely informality.

### **Responsibility**

AGENCY reserves the right to make reasonable inquiry to determine the responsibility of any supplier. Requests may include, but are not limited to, financial statements, credit ratings, references, record of past performance, clarification of supplier's offer, and on-site inspection of supplier's or subcontractor's facilities. Failure to respond to these requests may result in a bid's being rejected as non-responsive.

### **Rejection**

All goods or materials purchased herein are subject to written approval by AGENCY. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this order, whether held by AGENCY or returned will be at Supplier's risk and expense.

### **Infringements**

Vendor agrees to protect and save harmless AGENCY against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchases, installation, or use of goods and materials resulting from this solicitation. Vendor assumes all expenses and damages arising from such claims, suits, or proceedings.

### **Warranties**

Vendor warrants that items supplied as a result of this solicitation conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must then be fit for the particular purpose.

### **Liens, Claims, and Encumbrances**

Vendor warrants and represents that all the goods and materials ordered as a result of this solicitation herein are free and clear of all liens, claims, or encumbrances of any kind.

### **Save Harmless**

Vendor shall protect, indemnify, and save AGENCY harmless from and against any damage, cost, or liability for any injuries to persons or property arising from acts or omissions of Supplier, his employees, agents, or subcontractors, howsoever caused.

### **Anti-trust**

Vendor and AGENCY recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by AGENCY. Therefore, Vendor hereby assigns to AGENCY any and all claims for such overcharges.

### **Default**

AGENCY may terminate any order or contract resulting from this solicitation, without penalty or further liability, upon not less than Thirty (30) days prior written notice to Supplier, if Vendor defaults on any provision of the order or contract and fails to cure such default within that Thirty (30) day period, or such longer period, as may be reasonably determined by AGENCY, if Vendor is diligently working to cure the default.

### **Contract Termination for Cause**

In the event AGENCY, in its sole discretion, determines that the Vendor has failed to comply with the conditions of this contract in a timely manner or is in material breach, AGENCY has the right to suspend or terminate this contract, in part or in whole. AGENCY shall notify the Vendor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days or as otherwise specified by AGENCY, or if such corrective action is deemed by AGENCY to be insufficient, the contract may be terminated. AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by AGENCY to terminate the contract.

In the event of termination, AGENCY shall have the right to procure for all purchasers any replacement materials, supplies, services and/or equipment that are the subject of this contract on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Supplier's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "termination for convenience." The rights and remedies of AGENCY and/or the purchaser provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

### **Contract Termination for Convenience**

Except as otherwise provided in this contract, AGENCY, at the sole discretion of AGENCY, may terminate this contract, in whole or in part by giving 30 calendar days or other appropriate time period written notice beginning on the second day after mailing to the Supplier. If this contract is so terminated, purchasers shall be liable only for payment required under this contract for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the purchaser prior to the effective date of contract termination. Neither AGENCY nor the purchaser shall have any other obligation whatsoever to the Vendor for such termination. This Termination for Convenience clause may be invoked by AGENCY when it is in the best interest of the AGENCY.

### **Contract Termination by Mutual Agreement**

AGENCY and the Vendor may terminate this contract in whole or in part, at any time, by mutual agreement.

### **Attorney's Fees**

In the event of controversy, claim, or dispute arising out of any order or contract resulting from this solicitation for which the Vendor is adjudged by a court of competent jurisdiction to be at fault, Vendor shall pay to AGENCY all attorney's fees, costs and expenses incurred by AGENCY in connection therewith.

### **Add-on**

By mutual written agreement, additional quantities (in even truckload or rail car quantities) of items may be purchased within 1 months of the date of award provided the original purchase price, terms, conditions, and specifications remain the same. Add-on purchases shall be submitted to the Vendor using an AGENCY Purchase Order and shall reference the original contract or purchase order.

### **Pricing - Include all Cost Components in Pricing**

Suppliers must identify and include all elements of recurring and non-recurring costs in their pricing. Unless otherwise specified, this must include, but is not limited to, all administrative fees, maintenance, manuals, documentation, shipping charges, labor, travel, training, consultation services, wiring and supplies needed for the installation (excluding cost of all unloading, uncrating, disposal of shipping materials), set-up, testing and initial instruction to agency personnel, warranty work and maintenance of the products/services, handling charges such as packing, wrapping, bags, containers, reels; and any processing fees associated with credit card payment.

Notwithstanding the foregoing, in the event that market conditions, laws, regulations, or other unforeseen factors dictate, at AGENCY's sole discretion, additional charges may be allowed during the contract term.

### **Purchase Card Acceptance**

It is not mandatory that suppliers accept the credit card as payment; however, AGENCY encourages suppliers to consider this alternate payment process. Any processing fees associated with the purchasing card must be included in the product pricing and not as a separate fee.

### **Identification**

All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be included with each shipment pursuant to this order, indicating the contents of each package therein.

### **Payments and Assignments**

Invoices will not be processed for payment until items invoiced are received. AGENCY will not honor drafts nor accept goods on a sight draft basis. Furthermore, the provisions or monies due under this contract shall only be assignable with prior written approval of AGENCY.

### **Collection of Retail Sales and Use Taxes**

In general, Suppliers engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to [Department of Revenue](#) (DOR). In general, out-of-state Suppliers must collect and remit "use tax" to [Department of Revenue](#) if the activity carried on by the seller in the State of Washington is significantly associated with Vendor's ability to establish or maintain a market for its



products in Washington State. Examples of such activity include where the Vendor either directly or by an agent or other representative:

- ☐ Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
- ☐ Maintains an in-state inventory or stock of goods for sale;
- ☐ Regularly solicits orders from Purchasers located within the State of Washington via sales representatives entering the State of Washington;
- ☐ Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with Purchasers in an attempt to establish or maintain market(s); or
- ☐ Other factors identified in [WAC 458-20](#).

### **Department of Revenue Registration for Out-of-State Suppliers**

Out-of-state suppliers meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to [WAC 458-20-193](#), and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state suppliers are not required to collect and remit “use tax,” Purchasers located in the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

### **Public Disclosure of Purchasing Information**

Per WAC [200-300-115](#), after bids, quotes or proposals have been received, all such information becomes the property of AGENCY and shall not be released or otherwise distributed until after the evaluation has been completed and final award(s) announced. Evaluation team members shall maintain confidentiality of information to ensure the integrity of the process. AGENCY assumes no responsibility for the confidentiality of bids, quotes or proposals after award.

Any document(s) or information which the vendor believes is exempt from public disclosure per RCW [42.17.310](#) shall be clearly identified by vendor and placed in a separate envelope marked with bid number, supplier's name, and the words "proprietary data" along with a statement of the basis for such claim of exemption. The state's sole responsibility shall be limited to maintaining the above data in a secure area and to notify vendor of any request(s) for disclosure within a period of five years from date of award. Failure to so label such materials or failure to provide a timely response after notice of request for public disclosure has been given shall be deemed a waiver by the vendor of any claim that such materials are, in fact, so exempt.

Copies of documents related to this or any other AGENCY procurement that are subject to public disclosure may be requested after the formal award is announced via email by sending an email to Sheri Collins at [scollins@portofbenton.com](mailto:scollins@portofbenton.com). When requesting procurement documents be sure to include the name of the procurement coordinator and the solicitation number for the information you are requesting.

### **Gifts**

The vendor shall comply with all applicable sections of the State Ethics law, RCW 42.52, which regulates gifts to State officers and employees. Under that statute, any State officer or employee who has or will participate with the Vendor regarding any aspect of the Contract involving the purchase of goods or services is prohibited from seeking or accepting any gift, gratuity, favor or anything of economic value from the Supplier. Neither the Vendor nor any agent or representative shall offer anything of economic value as a gift, gratuity or favor directly or indirectly to any such officer or employee.

### **Title VI Notice to the Public**

It is Agency policy to ensure no person shall, on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities. Any person who believes his/her Title VI protection has been violated may file a complaint with AGENCY's Office of Equal Opportunity. For Title VI complaint forms and advice, please contact OEO's Title VI Coordinator, Sheri Collins at [scollins@portofbenton.com](mailto:scollins@portofbenton.com). or (509) 375-3060.

### **Americans with Disabilities Act (ADA) Information**

This material can be made available in an alternate format by emailing the Agency at Sheri Collins at [scollins@portofbenton.com](mailto:scollins@portofbenton.com) or by calling (509) 375-3060.

### **Imbedded Internet URL's**

Department of Revenue: <http://dor.wa.gov/>

WAC 458-20: <http://apps.leg.wa.gov/WAC/default.aspx?cite=458-20>

WAC 458-20-193: <http://apps.leg.wa.gov/WAC/default.aspx?cite=458-20-193>

### **Complaint, Request for Debrief, and Protest Process**

The purpose of these instructions is to provide a clear and transparent process for vetting issues or concerns with the Agency's competitive procurement solicitations.

Complaints, requests for debrief, and protests will be:

- In writing; and delivered either in person, courier, or email to the Procurement Coordinator identified on the cover page of the solicitation.
- Signed by the complaining or protesting Bidder, unless sent by email.
- Be submitted and delivered within the time frame outlined in this document.
- Identified with the AGENCY solicitation number.
- Identified as "Complaint", "Request for Debrief", or "Protest" in the subject line of the correspondence or email.

### **Complaint Process**

The complaint process is available to bidders with unresolved issues or concerns that were not resolved during the question and answer period of the solicitation. Every attempt should be made to address and resolve issues or concerns during the question and answer period.

A complaint must be received by the Procurement Coordinator, not less than five (5) business days prior to the deadline for bid submission. The Procurement Coordinator's name, PO Box, physical address, and email address will be listed on the cover page of the solicitation.

### **Grounds for Complaint**

To be considered, complaints may be based only on the following:

- The solicitation unnecessarily restricts competition.
- The solicitation evaluation or scoring process is unfair or flawed; or
- The solicitation requirements are inadequate or insufficient to prepare a response.

### **Complaint Content**

The complaint shall include:

- The legal name of the Business, mailing address, phone number, email address, and the name of the individual submitting the complaint.
- The solicitation document name and number and reference to AGENCY as the issuing agency.
- Specific and complete statement of AGENCY action that is the subject of the complaint.
- Facts and arguments.
- Specific reference to the basis for the complaint.
- Description of the relief or corrective action requested.

### **Complaint Review Process**

The Procurement Coordinator will consider all the facts available after receiving a complaint.

The Procurement Coordinator will send the response to the complaint directly to the Vendor.

If additional time is needed to provide a response to the complaint and it affects the bid submission deadline, the Procurement Coordinator will extend the bid submission date with an amendment to the solicitation.

The AGENCY response to the complaint is final and not subject to appeal or protest.

### **Debrief Conference (Protest Precondition)**

Following the announcement of the Apparent Successful Bidder, a Bidder who submitted a responsive bid may request a debrief conference. A debrief conference provides an opportunity for a Bidder to discuss their bid and evaluation with the Procurement Coordinator.

### **Request For Debrief Conference**

The request for a debrief conference must be made via email to the Procurement Coordinator at the email address listed on the cover page of the solicitation. Subject line must include “Request for Debrief”. The request for a debrief conference must be received by the Procurement Coordinator within three (3) business days after the announcement of the Apparent Successful Bidder.

### **Location of Debrief Conference**

A debrief conference may be conducted in person at a designated AGENCY facility, or by telephone, as determined by the Procurement Coordinator, and may be limited by AGENCY to a specified period of time.

The failure of a Bidder to timely request and attend a debrief conference shall constitute a waiver of the right to submit a protest.

### **Protest Process**

The protest process is available only to a Bidder who submitted a responsive bid.

The protest period begins the first business day after the protesting Bidder has attended a debrief conference. For a protest to be considered it must be submitted and received by the Procurement Coordinator within five (5) business days after the debriefing conference.

### **Grounds for Protest**

To be considered, protests may be based only on the following:

- Bias, discrimination, or conflict of interest on the part of an evaluator;
- Errors in computing the scores; or
- Non-compliance with procedures described in the solicitation document, or applicable State or Federal laws or regulations.

### **Protest Content**

A protest shall contain the facts and arguments upon which the protest is based, and shall be signed by a person authorized to bind the Bidder to a contractual relationship.

At a minimum, the protest shall include the following information:

- Business Name, mailing address, phone number, email address, and the protesting Bidder’s name.
- Solicitation document name, number, and reference to AGENCY as the issuing agency.
- Specific and complete statement of AGENCY action(s) being protested.
- Specific reference to the grounds for the protest.
- Description of the relief or corrective action requested.

## **Protest Authority**

The Procurement and Materials Manager has been delegated as the Protest Authority for AGENCY. The Procurement Coordinator will forward the protest to the Procurement and Materials Manager within one (1) business day.

## **Protest Review Process**

The Procurement and Materials Manager will assign a neutral party who was not involved in the evaluation and award process of the protested solicitation.

The neutral party will objectively review all protest materials submitted by the Bidder and all other relevant facts known to AGENCY.

The Procurement and Materials Manager may request the authority to sign a contract before the protest process is completed from the Director, due to exigent circumstances.

## **Protest Decision**

The Procurement and Materials Manager will review the recommendation of the neutral party and issue a decision within ten (10) business days of receipt of the protest. If more time is required, the Procurement and Materials Manager will notify the protesting Bidder, in writing, of any delay.

The final determination shall:

- Find the protest lacking in merit and uphold the award;
- Find only technical or harmless errors in the procurement process, determine substantial compliance, and reject the protest;
- Find merit in the protest and provide options that may include:
  - Correct errors and reevaluate all proposals; or
  - Reissue the solicitation document; or
  - Make other findings and determine other courses of action as appropriate.

The protest authority's decision is final and no appeal process will be allowed.

## **References:**

- Chapter 39.26.170 RCW - Procurement of Goods and Services
- Complaints and Protests Policy # Department of Enterprise Services 170-00

## Request for Quotation / Invitation to Bid

### Do Not Return No Bid Responses

**SUPPLIER NOTICE:** Quotations should be completed in ink and on this form. Unsigned or late quotations will neither be accepted nor returned to the suppliers. Please quote net prices at which you agree to furnish all below goods and services, freight prepaid, FOB destination. Add sales tax as separate item; do NOT include tax in price(s) quoted. The AGENCY reserves the right to accept or reject quotations on each item separately or as a whole. By signing below the supplier affirms having read the terms and conditions noted above and those attached: agrees thereto, and has stated here on the prices at which he/she shall furnish and deliver. The signature below signifies the name of company principal or his/her agent acting within scope of authority to commit company. Provide unit prices for ALL items identified below. Multiply by the "estimated usage" quantity shown and insert the total in the "subtotal" column. Caution: Do not leave any Unit Prices blank. Failure to bid prices for all line items specified may result in a bid being rejected for lack of responsiveness. To ensure consideration, your quotation must be received by the "Return Date" shown on this form. If inadequate competition is received or the prices are considered excessive, all quotes may be rejected and additional suppliers be asked to quote. The AGENCY reserves the right to waive minor irregularities or to reject any or all bids as non-responsive.

|                     |              |            |  |
|---------------------|--------------|------------|--|
| <b>Company Name</b> |              |            | <b>Return Bid To:</b><br><b>Port of Benton</b><br><b>Attn: Sheri Collins</b><br><b>3250 Port of Benton</b><br><b>Blvd</b><br><b>Richland, WA 99354</b> |
| <b>Address</b>      |              |            |  |
| <b>City</b>         | <b>State</b> | <b>Zip</b> |  |
|                     |              |            |  |

|   |  |
|---|--|
| Solicitation Number: POB-RR-M 25-1  | Date Solicitation Issued: December 3, 2025           |
| Procurement Coordinator: Sheri Collins  | Date and Time Bids Due:<br>Tuesday December 23, 2025 |
| Email Address: <a href="mailto:scollins@portofbenton.com">scollins@portofbenton.com</a> |  |
| Telephone Number: 509-375-3060  |  |

| Line item # | Part # | Description   | Qty. | Unit | Unit Price | Net Amount |
|-------------|--------|---|------|------|------------|------------|
| 1           | NA     | Base Bid - AEI System Materials Complete                | 1    | LS   |            |            |
|             |        | Sales tax @8.6%   |      |      |            |            |
|             |        | Total   |      |      |            |            |
| Alt         | NA     | Additive Alternate – Software for Cloud based services. | 1    | LS   |            |            |
|             |        | Sales tax @8.6%   |      |      |            |            |
|             |        | Total   |      |      |            |            |

**FREIGHT AND HANDLING COSTS TO BE INCLUDED IN BID PRICES.**☐ ☐

Supplier guarantees delivery within \_\_\_\_\_ days after receipt of order to the following address:

2579 Stevens Drive, Richland, WA 99354

Delivery Contact: Roger Wright 509-366-7455

Shipment will be made from \_\_\_\_\_ via (mode specified above) \_\_\_\_\_.

Print

Name

and

Title:

Phone

:

Federal Tax ID:

Signature \_\_\_\_\_

Date \_\_\_\_\_

## BIDDER CERTIFICATIONS AND ASSURANCES

Return this form, completed and signed, with bid

### Certifications and Assurances

We make the following certifications and assurances as a required element of the Response, to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the RFQ are conditions precedent to the award or continuation of the resulting Contract.

1. The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single Bid or Proposal.
2. The attached Response is a firm offer for a period of 45 days following the Response Due Date specified in the RFQ, and it may be accepted by AGENCY without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 45 day period. In the case of protest, our Response will remain valid for 45 days or until the protest and any related court action is resolved, whichever is later.
3. In preparing this Response, we have not been assisted by any current or former employee of the AGENCY whose duties relate (or did relate) to this solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. We understand that AGENCY will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of AGENCY, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the solicitation document.
5. We understand that any Contract awarded, as a result of this Response will incorporate all the solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the terms and conditions appearing in the solicitation document. It is further understood that our standard Contract will not be considered as a replacement for the terms and conditions appearing in this solicitation.
6. We are not submitting proposed Contract exceptions.
7. The authorized signatory below acknowledges having read and understood the entire solicitation and agrees to comply with the terms and conditions of the solicitation in submitting and fulfilling the offer made in its Bid.
8. We understand that delivery time is a factor in the award and subsequent purchase order. And that the AGENCY may award the work to other than the low bidder if in the interest of the AGENCY.
9. By submitting this Bid, Bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this solicitation.
10. We understand material suppliers, contractors and sub-contractors must obtain State of Washington Approval under the terms of the Agreement with WSDOT.
11. We understand that the AGENCY reserves the right to waive minor irregularities or to reject any or all bids as non-responsive.

The signatory below represents that he/she has the authority to bind the company named below to the Bid submitted and any Contract awarded as a result of this solicitation.

\_\_\_\_\_  
Bidder Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_

**CONTRACTOR CERTIFICATION  
WAGE THEFT PREVENTION – RESPONSIBLE BIDDER CRITERIA  
WASHINGTON STATE GOODS & SERVICES CONTRACTS**

*Prior to awarding a contract, agencies are required to determine that a bidder is a 'responsible bidder.' See RCW 39.26.160(2) & (4). Pursuant to legislative enactment in 2017, the responsible bidder criteria include a contractor certification that the contractor has not willfully violated Washington's wage laws. See Chap. 258, 2017 Laws (enacting SSB 5301).*

Procurement No.: POB-RR-M-25-1

Procurement Solicitation Dated: **December 3, 2025**

I hereby certify, on behalf of the firm identified below, as follows (check one):

- ☐ **NO WAGE VIOLATIONS.** This firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

OR

- ☐ **VIOLATIONS OF WAGE LAWS.** This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), a provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

FIRM NAME: \_\_\_\_\_  
Name of Contractor/Bidder – Print full legal entity name of firm

By: \_\_\_\_\_  
Signature of authorized person                      Print Name of person making certifications for firm

Title: \_\_\_\_\_ Place: \_\_\_\_\_  
Title of person signing certificate                      Print city and state where signed

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

Return Contractor Certification to Procurement Coordinator at:  
Port of Benton  
Attn: Sheri Collins  
3250 Port of Benton Blvd  
Richland, WA 99354