



VIRGINIA INTERNATIONAL TERMINALS, LLC

Request For Proposals

RFP 2021-08-VIT

Pickup Trucks



TRANSMITTAL PAGE	
REQUEST FOR PROPOSAL TITLE	Pickup Trucks
REQUEST FOR PROPOSAL (RFP) NO:	2021-08-VIT
ISSUE DATE:	October 26, 2020
GENERAL DESCRIPTION:	Pickup Trucks for Operational support at the Port of Virginia
DIRECT INQUIRIES FOR INFORMATION TO:	Erin Kyer at proposals@vit.org Deadline for questions: October 29, 2020 @2:00 p.m. to proposals@vit.org
PROPOSAL DUE DATE:	November 9, 2020 @ 2:00 p.m. to proposals@vit.org
CONTRACT TERM:	Contract will be 1 base year with 4 auto renewal options.
ITEMS TO BE RETURNED (as your response to this solicitation):	THIS RFP CONSISTS OF THE COVER PAGES, and EXHIBIT A – GENERAL TERMS AND CONDITIONS EXHIBIT B – SPECIAL TERMS AND CONDITIONS EXHIBIT C – SCOPE OF WORK/PROPOSAL PRICE FORM EXHIBIT D – PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA EXHIBIT E – EXCEPTION PAGE EXHIBIT F – PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION EXHIBIT G – W-9 FORM EXHIBIT H – SMALL BUSINESS SUBCONTRACTING & EVIDENCE OF COMPLIANCE EXHIBIT I – SWaM SUBCONTRACTOR'S PAYMENT FORM EXHIBIT J – HAZARDOUS SUBSTANCE SELF DISCLOSURE
Name and Address of Proposer	By:
	<hr/> Signature <hr/> Title Date <hr/> Telephone Number <hr/> Email

VIRGINIA INTERNATIONAL TERMINALS, LLC
Request for Proposals #2021-08-VIT
Sections I through VI

- I. Purpose of the RFP The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified Offerors for 80 Pickup Trucks.
- II. Statement of Needs Virginia International Terminals, LLC (VIT) has experienced significant growth for almost two decades and is now the second largest general cargo port on the East Coast of the United States. In order to accommodate the anticipated continued growth in its business, VIT is seeking to acquire 80 Pickup Trucks with an option for 240 additional assets through the course of a 5 year period. The Contractor(s) selected shall furnish the goods in accordance with Exhibit C, Scope of Work.
- III. Proposal Preparation and Submission Requirements In order to be considered for selection, Offerors must submit a complete response to this RFP. A complete response includes a return of the signed RFP cover pages attached to the Offeror's proposal as well as any Addenda that may be issued and all applicable Exhibits. All distribution of documents, questions and answers will be posted to <http://www.portofvirginia.com/who-we-are/our-policies/>
RFP responses must be received by 2:00 PM EDT, November 9, 2020. Responses shall be sent to proposals@vit.org. Proposals shall be signed by an authorized representative of the Offeror. All information requested in the RFP must be submitted. Failure to submit all information requested may result in: (1) VIT requiring prompt submission of missing information or (2) VIT rejecting the proposal as being non-responsive. Virginia International Terminals, LLC will not be responsible for delays in the delivery of responses. VIT's mail exchange server has a limit of 50 MB for incoming proposals. Offerors need to be aware that their internet service provider (ISP) may have a maximum server limit less than 50 MB, which could hinder responses from being delivered to VIT. VIT will not be responsible for responses not received due to these limitations and no special consideration shall be given to such responses. It is the sole responsibility of the Offeror to ensure that its response reaches proposals@vit.org by the designated date and hour.
- IV. Ownership of Data Submitted Pursuant to the RFP Ownership of all data, materials and documentation prepared for VIT pursuant to the RFP shall belong exclusively to VIT. However, proprietary information or trade secrets submitted by an Offeror shall not be subject to public disclosure. The Offeror must, with specificity, identify those portions of its proposal, which are proprietary. Offerors may not designate all of a proposal "proprietary" and any attempt to do so may result in rejection of the proposal.

V. Evaluation & Award Criteria	Criteria	Points
	Technical	35
	Price	45
	SWaM	20

VI. Award of the Contract

Selection shall be made of Offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors set out immediately above. Negotiations shall be conducted with the Offeror so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, VIT shall select the Offeror which, in its opinion, has made the best proposal, and shall award the Contract to that Offeror. Virginia International Terminals, LLC may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Should Virginia International Terminals, LLC determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a Contract may be negotiated and awarded to that Offeror. The award document will be a Contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated. VIT intends to award a Contract to a single Offeror, however, if VIT determines it is in its best interest to do so, VIT reserves the right at its sole discretion to award a Contract to more than one Offeror and/or split the order among Offerors.

The undersigned offeror proposes to furnish the following in accordance with the contract documents, including any Addenda issued, for the prices quoted below.

Company Name: _____

This proposal is subject to the provisions of the Virginia International Terminals and HRCP II Procurement and Surplus Property Guidelines and the General and the Special Terms and Conditions herein.

In compliance with this Request For Proposal and to all the conditions imposed herein, the undersigned Offeror offers and agrees to furnish the goods/services at the price(s) indicated on the Proposal Price Form. Your signature on this form certifies your compliance with the Virginia International Terminals and HRCP II Procurement and Surplus Property Guidelines, the General Terms and Conditions, and the Special Terms and Conditions that are attached.

I certify that the firm name given above is the true and complete name of the offeror and that the offeror is legally qualified to perform all work and provide the goods included in the scope of the Contract.

Signature _____

Legal Representative of Firm

Printed Name

Date

EXHIBIT A
GENERAL TERMS AND CONDITIONS

1. Advertising
2. Announcement of Award
3. Anti-Discrimination
4. Antitrust
5. Applicable Laws and Courts
6. Assignment and Subcontracting
7. Audit
8. Authorization to Conduct Business in the Commonwealth
9. Best and Final Offer
10. Changes to the Contract
11. Clarification of Terms
12. Compliance with All Laws and Regulations
13. Confidential Relationship
14. Debarment Status
15. Default
16. Drug Free Workplace Policy Statement
17. Ethics in Contracting
18. Force Majeure
19. General Relationship
20. Immigration Reform and Control Act of 1986
21. Indemnification
22. Limitation of Liability
23. Mandatory Use of Form and Terms and Conditions of RFPs
24. No Oral Modifications to the Contract
25. Operating Authority and Credentials
26. Payment Terms
27. Precedence of Terms
28. Proposal Acceptance Period
29. Proposal Price Currency
30. Qualifications of Proposers
31. Representations
32. Strict Loyalty
33. Subcontracts
34. Termination and Suspension
35. Termination for Convenience

1. ADVERTISING:

The Contractor shall give no indication of the sale and/or the provision of services to the VIT in product literature or advertising without the advance written consent of the VIT.

2. ANNOUNCEMENT OF AWARD:

Upon the award, or the announcement of the decision to award a contract as a result of this solicitation, the Procurement Head will provide such notice via electronic mail to all offerors.

3. ANTI-DISCRIMINATION:

Contractor certifies to VIT that it will, where applicable, conform to the provisions of the Federal Civil Rights Act of 1964, as well as the Virginia Fair Employment Contracting Act of 1975, the Virginians With Disabilities Act, and the Americans With Disabilities Act, all of which as may be amended from time to time.

In every contract over \$10,000 the following provisions apply:

1. During the course of this Contract, the Contractor agrees that:
 - a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
 - b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. Above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4. ANTITRUST:

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to VIT all rights, title and interest in and to all causes of the action, it may now have or hereafter acquire, under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular purchased or acquired by VIT.

5. APPLICABLE LAWS AND COURTS:

This solicitation and any resulting Contract shall be deemed to have been prepared, executed, and entered into in the Commonwealth of Virginia, and any Contract resulting there from, including its formation, operation, and performance, shall be governed, construed, performed and enforced in accordance with the substantive laws of the Commonwealth of Virginia and U.S. federal law. Without limiting the generality of the foregoing, the United Nations Convention on Contracts for the International Sales of Goods shall not apply to this solicitation or any resulting Contract or to any of the transactions contemplated under any such Contract. Any litigation with respect to such Contract must be brought in the Circuit Court for the city of Norfolk, Norfolk, VA, or in federal court in the United States District Court for the Eastern District of Virginia, Norfolk Division.

6. ASSIGNMENT AND SUBCONTRACTING:

Any Contract awarded or any interest thereunder shall not be assigned, subcontracted, or transferred, in whole or in part, by the Contractor without the prior written consent of the VIT. The Contractor shall not assign any monies due or to become due to him, without the prior written consent of the VIT. No assignment shall relieve the Contractor from its obligations under the Contract.

7. AUDIT:

The Contractor hereby agrees to keep adequate records of any direct labor costs and all other costs of the performance of this Contract and to retain all books, records, and other documents relative to this Contract for five (5) years after final payment.

8. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with the VIT shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50, to be revoked or canceled at any time during the term of the Contract.

9. BEST AND FINAL OFFER:

At the conclusion of negotiations, the Offeror (s), may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror (s). The Offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

10. CHANGES TO THE CONTRACT:

Changes can be made to the Contract in any one of the following ways:

1. VIT may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as the method of packing or shipment, the place of delivery or installation, and changes in the specifications, including drawings and designs. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the VIT a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a) By mutual agreement between the parties in writing; or
 - b) By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounting for the number of units of work performed, subject to the VIT's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c) By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the VIT with all vouchers and records of expenses incurred and savings realized. The VIT shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the VIT within thirty (30) days from the date of receipt of the written order from the VIT. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes resolutions set forth herein. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the VIT or with the performance of the Contract generally.
2. The parties may agree in writing to modify the scope of the Contract. Any increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract. Notwithstanding any other provisions of the Contract or any document referenced therein, the Director of Procurement or her designee is the only individual authorized to make changes in or redirect the work required by the Contract. If VIT's approval is required under the terms of the Contract, it shall be construed to mean the approval of the Procurement Head. In the event the Contractor effects any change at the direction of any other person, the change shall be considered as having been made without authority, and no adjustment shall be made in the Contract price or delivery

schedule as a result thereof.

11. CLARIFICATION OF TERMS:

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the Director of Procurement. Any revisions to the solicitation will be made only by addendum issued by the Director of Procurement.

12. COMPLIANCE WITH ALL LAWS AND REGULATIONS:

At the Contractor's own cost and expense, it certifies that it shall comply with all applicable federal, state, and local laws, rules and regulations. Contractor also shall secure and obtain any and all permits, licenses, and consents as may be necessary.

13. CONFIDENTIAL RELATIONSHIP:

The Contractor shall keep in confidence, and treat as proprietary to both VPA and its operating affiliate, VIT all information that may be acquired in connection with, or as a result of, this Contract. During the term of the Contract and at all times thereafter, Contractor shall not, without the prior written consent of VIT, publish, communicate, divulge, or use (except in the performance of the Contract itself) any such information unless it is in the public domain.

14. DEBARMENT STATUS:

By submitting their proposals, Offerors certify that they are not currently debarred from submitting bids or proposals on Contracts by any public entity within or without the United States, nor are they an agent of any person or entity that is so debarred.

15. DEFAULT:

In case of failure to deliver in accordance with the Contract terms and conditions, the VIT, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the VIT may have.

16. DRUG FREE WORKPLACE POLICY STATEMENT:

The Contractor acknowledges and certifies that it understands that the following acts by Contractor, its employees, and/or agents performing services on state property are prohibited:

The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes). Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes breach of contract and may result in default action being taken by VIT in addition to any criminal penalties that may result from such conduct.

17. ETHICS IN CONTRACTING:

By submitting their bids/proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred with any employee of VPA, VIT and HRCP II concerning any payment, loan, service, or any other thing of whatever nature, of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

18. FORCE MAJEURE:

It is mutually understood and agreed that neither party hereto shall be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to fires, strikes, floods, hurricanes, tornadoes, snowstorms, epidemics, pandemics, acts of God, acts of war or terrorism, legal acts of public authorities, or, delays or defaults caused by public carriers which cannot reasonably be forecast or provided against VIT goods.

19. GENERAL RELATIONSHIP:

Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the

Contractor are employees of VIT under the meaning or application of any federal or state unemployment or insurance laws or workers' compensation laws, or otherwise. Contractor shall assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor in the performance of this Contract. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of VIT, and the Contractor shall have no authority to represent itself as an agent, employee, or in any other capacity of VIT.

20. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their bid/proposal, Offerors certify that they do not and will not, during the performance of this Contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

21. INDEMNIFICATION:

The Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, the Virginia Port Authority, Virginia International Terminals, LLC, HRCP II, LLC and their commissioners, directors, officers, members, managing directors, employees and agents from any and all claims, lawsuits, causes of action, damages and judgments concerning bodily injury (including sickness and death) and damage to property, whether at law or in equity, arising from or caused by the use of any materials, goods, equipment, or services of any kind or nature furnished by the Contractor except to the extent that such liability is caused by or is attributable to the sole negligence of the Commonwealth of Virginia, Virginia Port Authority, Virginia International Terminals, LLC, or HRCP II, LLC.

22. LIMITATION OF LIABILITY

To the extent permitted by law, neither party will be liable to the other under this solicitation or resulting contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this Contract. In the event of Default on behalf of either party, the total liability owed to the other party shall not exceed the total contract value.

This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.

23. MANDATORY USE OF FORM AND TERMS AND CONDITIONS OF RFP:

Failure to submit a proposal on the official VIT form (Transmittal Page) provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms or Special Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the VIT serves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

24. NO ORAL MODIFICATIONS TO THE CONTRACT:

No modification of, or addition to, the provisions of the Contract shall be effective unless in writing and signed by the parties to the Contract.

25. OPERATING AUTHORITY AND CREDENTIALS:

Wherever and whenever during the course of performing any work under this Contract, the Contractor will ensure that all vehicles utilized to accomplish the terms of the Contract are properly titled, registered, plated and have the required operating authority and credentials in accord with the *Code of Virginia*.

26. PAYMENT TERMS:

Invoices for goods ordered, delivered and accepted shall be submitted by the Contractor directly to VIT: Attention Accounts Payable at APIInvoices@vit.org or in the event Contractor doesn't have access to email it may mail invoices to P.O. Box 1387, Norfolk, VA 23501 all invoices shall show the VIT

Contract number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations.) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

27. PRECEDENCE OF TERMS:

The following descending order of precedence shall govern in the event of a conflict between the documents of the Contract entered into pursuant to this solicitation.

- (a) Articles of the Contract
- (b) Exhibit A, General Terms & Conditions
- (c) Exhibit B, Special Terms & Conditions
- (d) Exhibit C, Contractor's Proposal

If any discrepancy, ambiguity, divergence, inconsistency, deficiency, design or construction impracticality, or omission from, in or among any of the above documents is found, notice shall immediately be given by the party finding the same to the other party, specifying the discrepancy, ambiguity, divergence, inconsistency, deficiency, design or construction impracticality or omission, and the VIT shall issue instructions in regard thereto; provided, however, no such matter shall vitiate or impair the obligations of the Contractor under the Contract. No instruction given by VIT under this clause shall amount to a change to the Contract, and the Contractor shall not be entitled to any extension of time, or extra payment in respect thereof; the cost of implementing the instruction shall be deemed to be included in the Contract price.

28. PROPOSAL ACCEPTANCE PERIOD:

Any proposal resulting from this solicitation shall be valid for ninety (90) days. At the end of ninety (90) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

29. PROPOSAL PRICE CURRENCY:

Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.

30. QUALIFICATIONS OF PROPOSERS:

The VIT may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work or furnish the item(s) contemplated herein and the Offeror shall furnish to the VIT all such information and data for this purpose as may be requested. The VIT reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The VIT further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the VIT, in its sole discretion, that such Offeror is properly qualified to carry out the obligations of the Contract and to complete the work or furnish the item(s) contemplated therein.

31. REPRESENTATIONS:

The Offeror hereby represents and warrants that (1) as of the date hereof, and on and as of the date of the provision of goods or services contemplated herein, the Offeror is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (2) the Offeror has the full right, power and authority and has taken all necessary action under the laws of its jurisdiction of organization to authorize it to execute and deliver a Contract, to consummate the transactions contemplated hereby and in the Contract and to perform its obligations thereunder. The Offeror hereby agrees to furnish to the VIT any and all certificates of governmental authorities and/or officers

or directors of the Offeror that VIT may reasonably require in order to confirm the due authorization and execution of the proposal and the Contract and the Offeror's right, title and authority to perform its obligations under the Contract.

32. STRICT LOYALTY:

Contractor and its employees shall avoid all circumstances and actions that would place the Contractor in a position of divided loyalty with respect to the obligations undertaken under this Contract.

33. SUBCONTRACTS:

No portion of the work shall be subcontracted, assigned, or delegated without the prior written consent of VIT. In the event that the Contractor desires to subcontract, assign, or delegate some part of the work specified herein, the Contractor shall furnish VIT the names, qualifications and experience of its proposed subcontractors or assignees. The Contractor shall, however, remain fully liable and responsible for the work and shall assure compliance with all requirements of the Contract.

34. TERMINATION AND SUSPENSION:

VIT may terminate or suspend the delivery of the goods contemplated hereunder without liability to the Contractor, if (a) the Contractor fails to deliver the goods in conformance with the provisions of this Contract by the date contracted for by the Contractor and VIT and such non-delivery continues for any significant period of time; (b) the Contractor breaches or otherwise fails to perform any of its other obligations under the Contract and fails to cure such nonperformance promptly after notice thereof from VIT and after a reasonable time to cure such non-performance; (c) Contractor is or becomes insolvent or unable to pay its debts as they become due; (d) any bankruptcy or insolvency proceeding is commenced by or against Contractor; or (e) application is made for appointment of a receiver or custodian for the Contractor or any of Contractor's properties, or for an assignment for the benefit of Contractor's creditors. The duration of any such suspension shall continue only until such time as the aforementioned events continue to exist. Any termination or suspension by VIT shall be without prejudice to any claims for damages or other rights of the VIT against Contractor.

35. TERMINATION FOR CONVENIENCE:

VIT may cancel this Request for Proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. VIT may terminate any Agreement(s) resulting from this solicitation at any time, for any reason or for no reason, upon thirty (30) days advance written notice to the Contractor(s). In the event of such termination, the Contractor(s) shall be compensated for services and work performed prior to termination.

EXHIBIT B
SPECIAL TERMS AND CONDITIONS

1. Confidentiality of Personally Identifiable Information
2. Contractor's Title to Materials
3. Delivery
4. Delivery Notification
5. Extra Charges not Allowed
6. Installation
7. Insurance
8. Labeling of Hazardous Substances
9. Liquidated Damages
10. Maintenance Manuals
11. Material Safety Data Sheets
12. Negotiation with the Lowest Bidder
13. New Features
14. Product Assembly
15. Product Availability/Substitution
16. Product Support
17. Renewal of Contract
18. Risk of Loss
19. Small Business Subcontracting and Evidence of Compliance
20. Testing, Inspection and Final Acceptance
21. Training in Operation and Maintenance of Equipment
22. Transportation and Packaging
23. Warranty
24. Warranty (Commercial)

1. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor assures that information and data obtained as to personal facts and circumstances related to the VIT will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the VIT's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the VIT of any breach or suspected breach in the security of such information. Contractors shall allow the VIT to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
2. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the Work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that it has clear title to all materials and supplies for which it invoices for payment.
3. **DELIVERY:** Delivery of goods shall be within the number of calendar days stated below after receipt of order (ARO) by the bidder/offeror. The VIT requires the (bidder/offeror) to deliver within a reasonable time after ARO. If the bidder/offeror does not insert a stated delivery time in the blank below, the (bidder/offeror) will be deemed to offer delivery in accordance with the VIT's desired delivery time as stated below:

VIT's desired delivered time: First 40 pickup trucks no later than January 31, 2021.
 Remainder of initial order no later than March 31, 2021.

OFFEROR'S STATED DELIVERY TIME: _____ CALENDAR DAYS ARO

4. **DELIVERY NOTIFICATION:** The VIT shall be notified 48 hours prior to delivery of any goods so that personnel may be available to allow access to the building and verify items received. Notification shall be made to :

_____ Travis Hill _____ (757) 686-6533 _____
 Name Phone

5. **EXTRA CHARGES NOT ALLOWED:** The Contract price shall be for complete installation ready for use, and shall include all applicable freight and installation charges; extra charges will not be allowed, except as may be allowed under Paragraph 10. (Changes to the Contract) of the General Terms and Conditions.
6. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
7. **INSURANCE:** Contractor agrees that it and its subcontractors shall have the following insurance policies and that it will maintain them during the entire term of the Contract, unless otherwise stated below. All insurance policies required herein must be procured from insurance companies authorized to conduct business and sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. All liability policies must be primary and noncontributory to any other insurance.

- A. Worker's Compensation insurance in compliance with the laws of the Commonwealth of Virginia or meets the legal requirements in the state in which the Contractor manufactures the pickup trucks.
- B. Employers Liability insurance with liability limits not less than One Million Dollars (\$1,000,000) per occurrence.
- C. Commercial General Liability insurance with liability limits not less than One Million Dollars (\$1,000,000), per occurrence. The policy must provide coverage for bodily injury, illness or death of one or more persons and property damage including products and products completed operations.
- D. Automobile Liability insurance on an "any auto" basis with liability limits not less than One Million Dollars (\$1,000,000), per occurrence combined single limit.

Commercial General and Commercial Automobile Liability policies must add the following entities as additional insured: "Virginia Port Authority, Virginia International Terminals, LLC, HRCP II, LLC and their respective commissioners, officers, directors, members, managing directors, employees, agents and contractors." None of the above insurance policies and/or their respective liability limits shall be canceled or limits reduced without thirty (30) days prior written notice being given to VIT, unless cancelation is based on failure to pay premium in which advance written notice to VIT is ten (10) days.

- 8. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the offerors, by submitting it bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the bidder/offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
- 9. **LIQUIDATED DAMAGES:**
 - A. **LIQUIDATED DAMAGES, GOODS AND NONPROFESSIONAL SERVICES:** Delivery is required not later than the dates specified in Section 3 of Exhibit B. It is understood and agreed by the /offeror that time is of the essence in the delivery of goods, services, materials, or equipment of the character and quality specified in the bid/proposal document. In the event these specified goods, services, materials, or equipment are not delivered by the date specified there will be deducted, not as a penalty but as liquidated damages, the sum of \$100 per day per item for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence, or default on the part of the VIT, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or his supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the Contractor or its supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the Contractor, the purchasing office may extend the time for performance of the contract or delivery of goods herein specified, at the purchasing office's sole discretion, for good cause shown.
- 10. **MAINTENANCE MANUALS:** The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- 11. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets and descriptive literature shall be provided with the proposal for each chemical and/or compound offered. Failure on the part of the offeror to submit such data sheets may be cause for declaring the proposal as nonresponsive.

12. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, VIT reserves the right to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the VIT whenever such low bid exceeds the available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the VIT for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. VIT shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the VIT wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the VIT and the lowest responsive, responsible bidder.
13. **NEW FEATURES:** In the event Contractor, prior to completion of work hereunder and whether or not in connection with the performance of such work, develops (1) any improvement in the work called for by the Contract which is not incorporated in the work to be performed, or (2) any alternative or improved method of accomplishing the work under the Contract, which is not employed in the performance thereof, Contractor shall promptly give notice in writing to VIT of any such improvement or method. The notice shall include a general description sufficient to show the relationship of it to the work under the Contract and a statement giving the Contractor's best appraisal as to the prospective effect or influence that such improvement or method would have on the work required under the Contract if such improvement or method were incorporated as a requirement herein. Any savings or additional costs caused by any improvement or alternation requested or ordered by VIT shall be determined in accordance with General Terms and Conditions Paragraph 10. Changes to the Contract.
14. **PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a goods, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contact Officer. The VIT may, at its discretion, require the Contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
15. **PRODUCT ASSEMBLY:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
16. **PRODUCT SUPPORT:** Contractor warrants that the items delivered under the Contract, including subassemblies, spare parts, and service shall be available to VIT during the operational life of the items or ten (10) years after date of the last delivery under the Contract, whichever is later. If, after the period set forth above, Contractor discontinues the manufacture of the aforementioned items, subassemblies, spare parts, and service therefore and does not provide for another qualified source, Contractor shall make available to VIT all drawings, specifications, and know-how that will enable VIT to service and to make, have made, or procure said items, subassemblies, spare parts, and service under a royalty-free license, which is hereby granted.
17. **RENEWAL OF CONTRACT:** VIT in its sole discretion, reserves the right to renew this contract(s) annually for an aggregate of five (5) years. Said renewal(s) shall be based upon negotiations, if any, prior to each renewal period.
18. **RISK OF LOSS:** The Contractor assumes the risk of, and shall be responsible for, any loss or damage to the items furnished under the Contract until its delivery to VIT. The Contractor's risk and loss shall be limited to the scope of work.
19. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small businesses. This shall include SBSB-certified women-owned and minority-owned businesses when they have received

SBSD small business certification. If small business subcontractors are used, the prime contractor agrees to report use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. It is the goal of the VIT that certified SWAM enterprises participation in this Contract.

- 20. TESTING, INSPECTION AND FINAL ACCEPTANCE:** The VIT may terminate or suspend the delivery of the goods contemplated hereunder without liability to the Contractor, if (a) the Contractor fails to deliver the goods in conformance with the provisions of this Contract by the date contracted for by the Contractor and VIT and such non-delivery continues for any significant period of time; (b) the Contractor breaches or otherwise fails to perform any of its other obligations under the Contract and fails to cure such nonperformance promptly after notice thereof from the VPA or VIT and after a reasonable time to cure such non-performance; (c) Contractor is or becomes insolvent or unable to pay its debts as they become due; (d) any bankruptcy or insolvency proceeding is commenced by or against Contractor; or (e) application is made for appointment of a receiver or custodian for the Contractor or any of Contractor's properties, or for an assignment for the benefit of Contractor's creditors. The duration of any such suspension shall continue only until such time as the aforementioned events continue to exist. Any termination or suspension by VIT shall be without prejudice to any claims for damages or other rights of the VIT against Contractor.
- 21. TRAINING IN OPERATION AND MAINTENANCE OF EQUIPMENT:** The Contractor, in conjunction with its subcontractors and suppliers, shall provide VIT's personnel with instruction in the proper operation and maintenance of the items and related controls provided under the Contract.
- 22. TRANSPORTATION AND PACKAGING:** By submitting their proposals, all Offerors certify and warrant that the price offered includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description and quantity.
- 23. WARRANTY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of five (5) years following date of delivery. Should any defect be noted by the owner, the Procurement Head will notify the Contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to the VIT and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.
- 24. WARRANTY (COMMERCIAL):** The Contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the VIT by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.

EXHIBIT C

SCOPE OF WORK

The selected contractor will be responsible for providing 80 Pickup Trucks. The assets will need to be inspected and found to be satisfactory to the owner prior to acceptance.

- Virginia International Terminals needs to purchase 320 pickup trucks over the next 5 years
- Would like 80 firm, with options on 240 additional
- First 40 for delivery prior to 1/31/2021, but as soon as possible
 - Remainder of initial order by 3/31/21
- We require light truck models such as, but not limited to Toyota Tacoma, Ford Ranger, Chevy Colorado, Nissan Frontier, etc. Please specify 2 door, crew cab or 4 door. A selection of options acceptable; Provide Price on each.
- We would like pricing for lease or purchase
 - Purchase: dollar cost for each CY, or as a factor off published government CPI
 - Lease: 60 month lease, with guarantee end value and insurance on condition at end
- We are potentially interested in purchasing the ability to receive and monitor telemetric data from the vehicles, including but not limited to:
 - Location, oil health, engine hours, engine codes
- We operate and maintain our equipment under the jurisdiction of a union contract. Please provide options for using our union partners for repairs, or for dealer or manufacture to utilize our union partners. Alternative methods of reimbursing VIT for the parts and labor, or providing parts and reimbursement for labor may be proposed. If there are no options for utilizing our union partners for repairs, we will add an estimated cost of us doing all repairs to your proposed prices.

Criteria to be used for analysis:

- Calculated Lifecycle costs
 - Purchase or lease prices
 - Servicing Costs based on frequency and costs of planned maintenance
 - Servicing Costs based on expected repair costs
 - Estimated 5 year resale value
 - Safety rating
- Made in America Content
- Reliability
- Sustainability
- Flexibility of the arrangement
- Availability and cost for remote monitory and telemetric data
- Delivery Timelines
- Wireless Key fobs vs physical Keys
- SWAM involvement or leadership

APPENDIX A
PROPOSAL PRICE FORM

	Truck 1	Truck 2	Truck 3	Truck 4	Truck 5
Make					
Model					
Doors					
Bed Length					
Price Today					
Price 2021					
Price 2022					
Price 2023					
Price 2024					
60 Month Closed Lease Price					
60 Mon CLP 2021					
60 Mon CLP 2021					
60 Mon CLP 2021					
60 Mon CLP 2021					
Hitch Included or Price					
Telemetric data per vehicle					
Warranty Option?					
<ul style="list-style-type: none"> ▪ Certify our shop ▪ provide reimbursement ▪ No support 					

EXHIBIT D

**PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA
(Submit with RFP/IFB)**

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID, FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2 an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized.

If this proposal for goods or services is accepted by VPA the undersigned agrees that the requirements of the Code of Virginia Section §2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's identification Number issued to it by the SCC is _____.

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION

EXHIBIT E
EXCEPTION PAGE
(Submit with RFP/IFB)

EXCEPTIONS:

Provider must sign the appropriate statement below, as applicable:

() Provider understands and agrees to all terms, conditions, requirements, and specifications

stated herein. Firm: _____

Signature: _____

() Provider takes exception to terms, conditions, requirements, or specifications stated herein
(Provider must itemize all exceptions below, and return with their bid/response):

Firm: _____

Signature: _____

Providers should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed “non-responsive”, risking the rejection of their submittal.

Bid/Proposal Results

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

^a Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ^a _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
	<input type="checkbox"/> Other (see instructions) ^a	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
Exempt payee code (if any) _____		
Exemption from FATCA reporting code (if any) _____		
(Applies to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) See instructions.		
Requester's name and address (optional)		
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-			-			
OR										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

EXHIBIT H
SWAM BUSINESS SUBCONTRACTING PLAN
(Submit with RFP/IFB if Applicable)

All businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (SBSD) to participate in the SWAM program. Certification applications, including instructions, certification definitions, and required documents, are available through SBSB online portal at <https://www.sbsd.virginia.gov/certification/>

Bidder/Respondent Name: _____

Preparer Name: _____

Date: _____

Instructions

- A. If you are certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) as a Small, Woman, and Minority-owned (SWaM), Disadvantaged Business Enterprises (DBE), or Employment Services Organizations (ESO) business, complete only Section A of this form. This shall include SBSB-certified Historically Black Colleges and Universities, 8a, Economically Disadvantaged Woman-owned Small businesses, Service Disabled Veteran-owned, Federal Service Disabled Veteran-owned, and Minority-owned businesses when they have received SBSB business certification.
- B. If you are not certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) as a Small, Woman, and Minority-owned (SWaM), Disadvantaged Business Enterprises (DBE), or Employment Services Organizations (ESO) business and plan to subcontract part of this contract with a SBSB certified business, complete only Section B of this form.
- C. If you are not certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) as a Small, Woman, and Minority-owned (SWaM), Disadvantaged Business Enterprises (DBE), or Employment Services Organizations (ESO) business and cannot identify any subcontracting opportunities to subcontract part of this contract with a SBSB-certified business, only provide the information requested in Section C of this form.

Section A

If your firm is certified by the Virginia Department of Small Business and Supplier Diversity (SBSB) **check all that apply below:**

<input type="checkbox"/>	Minority Owned Business (MB)
<input type="checkbox"/>	Woman Owned Business (WB)
<input type="checkbox"/>	Micro Business
<input type="checkbox"/>	Service Disabled Veteran Owned Business (SDV)
<input type="checkbox"/>	Small Business (SB)
<input type="checkbox"/>	Employment Service Organization (ESO)
<input type="checkbox"/>	8A
<input type="checkbox"/>	Economically Disadvantaged Woman Owned Business (EDWOSB)
<input type="checkbox"/>	Federal Service Disabled Veteran Owned Business (FSDV)
<input type="checkbox"/>	Disadvantage Business Enterprises (DBE)
<input type="checkbox"/>	Airport Disadvantaged Business Enterprise (ACDBE)

Certification number: _____

Certification date: _____

Section B

Populate the table below to show your firm's plans for utilization of SBSB-certified businesses in the performance of this contract. This shall include SBSB-certified businesses that meet the Small, Woman, and Minority-owned (SWaM), Disadvantaged Business Enterprises (DBE), or Employment Services Organizations (ESO) business definition and have received the SBSB business certification. Include plans to utilize SBSB-certified businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Proposed SWaM Plan

Plans for Utilization of SBSB-Certified Businesses for this Procurement

Small Business Name & Address SBSB Certificate #	Applicable SBSB certifications: (See Section A for a list of SBSB-certifications)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Contract Involvement (estimated % of spend per SubContractor)	Planned Annual Contract Dollar Expenditure Amount
Totals \$					

Section C

Respond to how your business has met or exceeded at least two of the following indicators within the past 24 months. Your response may include any good faith efforts made regarding this procurement.

Good Faith Effort Indicators by the Bidder/Offeror

1. Identify areas of work your business has subcontracted to SBSD-certified businesses for other contracts. Include company names, dates, dollar amounts, and percentages on a per contract basis.
2. List research efforts conducted by your business in the past to locate SBSD-certified businesses by advertising in publications or in the classified section of the newspaper where small businesses are likely to see it. List specific publications and dates.
3. List SWaM business outreach meetings, conferences, or workshops conducted by your firm to locate SBSD-certified businesses—including the dates, participation numbers, and results.
4. Provide documented correspondence (i.e., certified mail, email, receipt of fax transmissions, etc.) to SWaM businesses from the lists provided by SBSD and other outreach agencies and organizations which indicates your solicitation of such for utilization of subcontracting opportunities on other contracts for which your business has competed.
5. List areas of work which your business has subcontracted with SBSD-certified businesses for upcoming contracts—including the name of the business, certification number, dates, dollar amounts, and percentages on a per contract basis.
6. Provide documentation of any assistance offered to interested SBSD-certified businesses in obtaining bonds, lines of credit, and/or insurance for any present or past contracts your business has in place.
7. Provide documentation of follow-up on initial contacts with SBSD-certified businesses (e.g., telephone call logs, emails, certified letters, etc.). Be sure to list the business name and dates of contact.

**Exhibit I
Monthly SWAM Subcontractor Payment Report**

To be submitted Monthly with Each Prime Contractor's Invoice

PRIME CONTRACTOR'S NAME: _____

PROJECT NAME: _____

CONTRACT NUMBER: _____

MONTH ENDING DATE: _____

QUARTER ENDING DATE: _____

SWAM Sub-Contractor	Tax ID	Contract Amount	Amount Paid This Month	Quarterly Amt. Paid To Date	Contract Amt. Paid To Date	Type of Work	SWAM Cat.
Totals							

Legend for identifying the SWAM Category for the vendor payments being reported

- 1** Minority
- 3** Small
- 4** Woman
- 6** DBE (Disadvantaged Business Enterprise)
- 7** SDV (Service Disabled Veteran)
- 8** Native American
- 9** Micro
- 10** HBCU (Historically Black College or University)
- 11** ESO (Employment Service Organization)
- 12** 8A
- 13** EDWOSB (Economically Disadvantaged Woman Owned Business)
- 14** FSDV (Federal Service Disabled Veteran)
- 15** ACDBE (Airport Disadvantaged Business Enterprise)

The Prime contractor is responsible of ensuring SWAM certifications are valid
 A Certified SWAM search feature is available at <https://directory.sbsd.virginia.gov/#/>
 Quarters end in March, June, September and December. Quarterly column must reset each quarter. Contract Amount Paid to Date is from inception of this contract. Amounts should coincide with amounts included in your current month invoice/payment request to The Port of Virginia.

EXHIBIT J

Hazardous Substance Self-Disclosure

(Submit with RFP/IFB)

Company Name	
Company Representative	
Contact Information (phone and email)	

Provider must sign the appropriate statement below, as applicable:

List and attach the SDS for any chemicals or potentially hazardous substances that will be brought on port property while conducting business. If none please indicate below.

_____	_____	_____
_____	_____	_____
_____	_____	_____

List any wastes (Non-Hazardous, Hazardous, & Universal) that will be generated while conducting business on the Port of Virginia Marine Terminals.

_____	_____	_____
_____	_____	_____
_____	_____	_____

Waste Removal Company Name	Hazardous Waste EPA Identification Number (EPA ID)
_____	_____

Please refer to the link below; read and acknowledge the Port of Virginia's Schedule of Rates which contain the environmental requirements located at portofvirginia.com.

<http://www.portofvirginia.com/about/policies/po-terms-conditions/>

Please check box to confirm you have read and understand the environmental requirements of the Port of Virginia. Please sign below certifying that the information in this document is accurate.

If there is a change which requires the use of potentially hazardous substances on terminal this form will need to be updated, submitted and reviewed by port environmental staff prior to returning to the terminal with those substances.

Authorized Signature

Company Representative

Date