



THE PORT OF
VIRGINIA®

VIRGINIA INTERNATIONAL TERMINALS

Invitation for Bids

IFB #2021-14-VIT

Drayage Services



THE PORT OF VIRGINIA®

GENERAL INFORMATION	
INVITATION FOR BIDS TITLE	Drayage Services
INVITATION FOR BIDS (IFB) NO:	2021-14-VIT
ISSUE DATE:	March 31, 2021
GENERAL DESCRIPTION:	The purpose of this Invitation for Bids (IFB) is to solicit bids to establish a Contract through competitive sealed bidding for the purchase of Drayage Services.
DIRECT INQUIRIES TO:	Meg Mergenmeier at proposals@vit.org
QUESTIONS DUE DATE	April 7, 2021 @ 2:00 p.m. to proposals@vit.org
BIDS DUE DATE:	April 14, 2021 @ 2:00 p.m. to proposals@vit.org
CONTRACT TERM:	One (1) year, to renew automatically month to month unless earlier terminated in writing by VIT.
ITEMS TO BE RETURNED (as your response to this solicitation):	THIS IFB CONSISTS OF THE COVER PAGES, and EXHIBIT A – GENERAL TERMS AND CONDITIONS EXHIBIT B – SPECIAL TERMS AND CONDITIONS EXHIBIT C – SCOPE OF WORK 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 Bidder	By
	_____ Signature
	_____ Title
	_____ Date
	_____ Telephone Number
	_____ Email

VIRGINIA INTERNATIONAL TERMINALS
Invitation For Bids #2021-14-VIT
Sections I through VI

- I. Purpose of the IFB The purpose of this Invitation for Bids (IFB) is to solicit bids to establish a Contract through competitive sealed bidding for the purchase of Drayage Services.
- 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 Drayage Services. The Contractor(s) selected shall furnish the services in accordance with Exhibit C, Scope of Work.
- III. Bid Preparation and Submission Requirements In order to be considered for selection, bidders must submit a complete response to this IFB. A complete response includes a return of the signed IFB cover pages attached to the Bidder's bid as well as any Addenda that may be issued. The "Bid form" must be complete and all applicable Exhibits. In order to be considered for selection, Bidders must submit a complete response to this IFB. All distribution of documents, questions and answers will be posted to <http://www.portofvirginia.com/about/policies/procurement/>. **IFB responses must be received by 2:00 PM EDT, April 14, 2021.** Responses shall be emailed to proposals@vit.org. Bids shall be signed by an authorized representative of the Bidder. Failure to submit all information requested may result in: (1) VIT requiring prompt submission of missing information or (2) VIT rejecting the bid as being non-responsive. The Virginia International Terminals will not be responsible for delays in the delivery of responses. VIT's mail exchange server has a limit of 50 MB for incoming bids. Bidders 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 Bidder to ensure that its response reaches proposals@vit.org by the designated date and hour.
- IV. Ownership of Data Submitted Pursuant to the IFB Ownership of all data, materials and documentation prepared for VIT pursuant to the IFB shall belong exclusively to VIT. However, proprietary information or trade secrets submitted by a Bidder shall not be subject to public disclosure. The Bidder must, with specificity, identify those portions of its bid, which are proprietary. Bidders may not designate all of a bid "proprietary" and any attempt to do so may result in rejection of the bid.
- V. Award of the Contract Selection shall be made of Bidder deemed to be fully qualified and best suited among those bids submitted. Negotiations shall be conducted with the Bidder so selected if pricing exceeds amount budgeted. Price shall be considered, but need not be the sole determining factor. The Virginia International Terminals may cancel this Invitation For Bid or reject bids at any time prior to an award, and is not required to furnish a statement of the reason why a particular bid was not deemed to be the most advantageous. Should the Virginia International Terminals determine in writing and in its sole discretion

that only one Bidder is fully qualified, or that one Bidder is clearly more highly qualified than the others under consideration, a Contract may be awarded to that Bidder. The award document will be a Contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's bid. VIT intends to award a Contract to a single Bidder, 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 Bidder and/or split the order among Bidders.

BID FORM:

Description	Total Price
<p>The Bidder shall provide common motor carrier services using multiple Draymen to provide suitable equipment and qualified personnel to perform initial pickup and/or final delivery services of VIT's customer shipments between, intermodal shipping ports, rail yard(s) and/or designated drop yards. The Draymen shall also provide repositioning of empty Chassis to ensure an adequate supply of chassis is available in order provide the appropriate level of service necessary for the volume based upon the schedule and volume of ship line freight provided by VIT.</p>	<p>\$</p>

State your firm delivery date: _____ *This may be a factor in making an award.*

The undersigned bidder proposes to furnish the following in accordance with the contract documents, including any Addenda issued, for the prices quoted below. Company Name: _____

This bid 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 Invitation for Bid and to all the conditions imposed herein, the undersigned bidder offers and agrees to furnish the services at the price(s) indicated on the Bid Form. Your signature on this bid certifies your compliance to the Virginia International Terminals Procurement and Surplus Property Manual, 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 bidder and that the bidder is legally qualified to perform all work and provide the services 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. AVAILABILITY OF FUNDS
10. BID ACCEPTANCE PERIOD
11. BID PRICE CURRENCY
12. CHANGES TO THE CONTRACT
13. CLARIFICATION OF TERMS
14. COMPLIANCE WITH ALL LAWS AND REGULATIONS
15. COMPLIANCE WITH ENVIRONMENTAL LAWS
16. CONFIDENTIAL RELATIONSHIP
17. DEBARMENT STATUS
18. DEFAULT
19. DRUG FREE WORKPLACE POLICY STATEMENT
20. ETHICS IN CONTRACTING
21. FORCE MAJEURE
22. GENERAL RELATIONSHIP
23. IMMIGRATION REFORM AND CONTROL ACT OF 1986
24. INDEMNIFICATION
25. MANDATORY USE OF FORM AND TERMS AND CONDITIONS OF IFBS
26. NEW FEATURES
27. NO ORAL MODIFICATIONS TO THE CONTRACT
28. OPERATING AUTHORITY AND CREDENTIALS
29. PAYMENT TERMS
30. PRECEDENCE OF TERMS
31. PRIME CONTRACTOR RESPONSIBILITIES
32. PROCUREMENT AND SURPLUS PROPERTY MANUAL
33. QUALIFICATIONS OF BIDDERS
34. REPRESENTATIONS
35. STRICT LOYALTY
36. SUBCONTRACTS
37. SUPERSEDING EFFECT
38. TAXES
39. TERMINATION AND SUSPENSION
40. TERMINATION FOR CONVENIENCE

EXHIBIT A GENERAL TERMS AND CONDITIONS

1. Advertising:

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

2. Announcement Of Award:

Upon the award or the announcement of the decision to award a contract as a result of this IFB, the purchasing agency will publically post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov).

3. Anti-Discrimination:

By entering into a Contract, the 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 goods or services purchased or acquired by VIT under said contract.

5. Applicable Laws and Courts:

This IFB and any resulting Contract shall conclusively 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. Without limiting the generality of the foregoing, the United Nations Convention on Contracts for the International Sales of Goods shall not apply to this IFB or any resulting Contract or to any of the transactions contemplated under any such Contract. Any litigation with respect to such Contract shall be brought in the courts of the Commonwealth of Virginia.

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 VIT. The Contractor shall not assign any monies due or to become due to him, without the prior written consent of 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, or until audited by the Commonwealth of Virginia, whichever is sooner. VIT, its authorized agents, and/or State auditors shall have full access to, and the full right to examine, any of said materials during said period.

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 Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with VIT shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provision of this section.

9. Availability of Funds:

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

10. Bid Acceptance Period:

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

11. Bid Price Currency:

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

12. 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 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 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 VIT with all vouchers and records of expenses incurred and savings realized. 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 VIT within thirty (30) days from the date of receipt of the written order from 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 provisions of the VIT Purchasing Manual. 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 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. In the event the Contractor effects any change at the direction of any other persons, 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.

13. Clarification of Terms:

If any prospective Bidder has questions about the specifications or other IFB documents, the prospective Bidder should contact VIT's Project Engineer. Any revisions to the IFB will be made only by addendum issued by VIT.

14. 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 shall secure and obtain any and all permits, licenses, and consents as may be necessary.

15. Compliance With Environmental Laws

- a. As used in this section, "PERMIT HOLDER" and specifically "permits held by PERMIT HOLDER" shall refer collectively to Contractor and also VIT, which is the holder of certain permits affecting the operation of the Terminals.
- b. Contractor agrees that its activities on the Premises shall comply with all conditions in existing environmental permits held by PERMIT HOLDER insofar as those conditions may be applicable to the activities of Contractor on the Premises. The term "environmental permits" as used herein shall include federal, state, and local permits or licenses including but not limited to dredging permits, air pollution permits, water discharge or pretreatment permits, hazardous waste generator identification numbers, hazardous waste treatment storage or disposal permits. Contractor agrees to provide PERMIT HOLDER with copies of all correspondence, reports, notices, and other documents exchanged between Contractor and regulatory agencies concerning permits held by PERMIT HOLDER.
- c. Contractor further agrees to abide by all directives or orders issued by federal, state or local regulatory agencies with respect to Contractor's activities on the property, and no claim shall thereby be made against PERMIT HOLDER for any costs so incurred.

- d. Contractor agrees that it shall obtain environmental permits in its own name for its activities, where existing permits held by PERMIT HOLDER do not apply to the Contractor's activities. In this context, environmental permits includes not only those matters stated above, but also "dredge and fill" permits, sub-aqueous land construction permits, Chesapeake Bay Preservation Act compliance, and any other applicable environmental or land use regulations, whether federal, state or local in origin. Contractor will obtain the written consent of PERMIT HOLDER prior to applying for any such permits and shall provide PERMIT HOLDER with copies of all permit applications and any correspondence or other documents relating to the issuance of the permits. Contractor agrees that the cost of obtaining such permits shall be borne exclusively by Contractor, and that Contractor shall indemnify and hold PERMIT HOLDER harmless from all costs associated with application, issuance, modification, enforcement, and release of, and compliance with, such permits.
- e. Throughout the term of this License, Contractor shall not cause, permit or allow any "Hazardous Materials" to be used, stored, dumped, sold, released, or transported on or within any portion of the Premises or the Terminals by Contractor, its agents or employees, or its contractors, subcontractors, assignees, subcontractors, or any of their respective employees, agents, or contractors (collectively "Contractor Parties"), except in accordance with applicable federal, state and local environmental, safety, and health regulations and in accordance with requirements and regulations of VIT and/or the VPA. The term "Hazardous Material" as used in this section shall include all hazardous wastes as defined under Virginia Hazardous Waste Management Regulations VR 672-10-1, hazardous substances as defined pursuant to the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. 9601 et seq), asbestos or asbestos-containing materials, petroleum products or wastes, products containing polychlorinated biphenyl, carcinogenic, or radioactive materials.
- f. Contractor agrees to give PERMIT HOLDER prompt written notice of any "release" of "Hazardous Materials" on or about the Premises. "Release" shall include any spilling, dumping, or discharge of "Hazardous Materials" that is required to be recorded or reported to federal or state officials under the provisions of federal or state law.
- g. Contractor agrees to give PERMIT HOLDER prompt written notice and a copy of any "Notice of Violation" or other administrative or judicial process issued by a federal, state or local government agency relating to a violation of environmental laws from Contractor's operations on the Premises.
- h. Contractor agrees to promptly clean up and remediate any release of Hazardous Materials on the Premises or other parts of the Terminals occurring due to the acts, omissions, negligence, or misconduct of any of the Contractor Parties. This clean-up and remediation shall be conducted at Contractor's sole expense and in compliance with all applicable federal, state and local laws and regulations then in effect.
- i. Upon expiration or termination of this License, PERMIT HOLDER shall cause an inspection of the Premises to be made by a qualified environmental consultant, for the purpose of documenting or assessing releases of Hazardous Materials. Contractor agrees to pay for the reasonable costs of this inspection, and any subsequent sampling or testing recommended by the environmental consultant as necessary to confirm whether or not a release of Hazardous Materials has occurred.

- j. Contractor's obligations under this section shall survive the termination or earlier expiration of this License.
- k. It is expressly understood by Contractor that VIT is an active participant in the Environmental Management System ISO 14001 program. Contractor shall observe and comply with the terms, conditions, and directives of this program.

16. Confidential Relationship:

The Contractor shall keep in strictest 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, the 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.

17. Debarment Status:

By submitting their bids, Bidders certify that they are not currently debarred from submitting bids 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.

18. Default:

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, 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 VIT may have.

19. Drug Free Workplace Policy Statement:

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

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. The Contractor further acknowledges and certifies that he 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.

20. Ethics in Contracting:

By submitting their bids, Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any employee of VIT, 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.

21. Force Majeure

Unexpected or uncontrollable events, including those caused by nature that can impact the contracts price, terms and conditions. These events are not due to contractor negligence and may excuse contractor performance during the events and under certain conditions caused by them. Acts of God or disruptive conditions for which a contractor or carrier will not be held responsible.

22. General Relationship:

In all matters relating to this Contract, the 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. The 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.

23. Immigration Reform and Control Act of 1986:

By submitting their bid, Bidders 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.

24. Indemnification:

The Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, the VPA, VIT, and their officers, agents, and employees from any claims, damages and actions on account of bodily injury (including sickness and death) or 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, the VPA, or VIT.

25. Mandatory Use of Form and Terms and Conditions of IFB's:

Failure to submit a bid on the official VIT bid form provided for that purpose may be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the IFB may be cause for rejection of the bid; however, VIT reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a bid.

26. New Features:

In the event Contractor, prior to completion of the 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 alteration requested or ordered by VIT shall be determined in accordance with item L, Changes to the Contract.

27. No Oral Modifications To The Contract:

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

28. 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*.

29. Payment Terms:

Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to VIT Attention Accounts Payable, 1431 Terminal Boulevard, Norfolk, VA 23505 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.

30. 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 IFB.

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

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 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.

31. Prime Contractor Responsibilities:

The Contractor shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that it may utilize with the prior written consent of VIT, using its best skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor. The Contractor agrees that it is as fully responsible for the acts and omissions of its subcontractors as it is for the acts and omissions of its own employees.

32. Purchasing Guidelines:

This IFB is subject to the provisions of the VIT/HRCP II Purchasing Guidelines and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual may be obtained by requesting via e-mail at proposals@portofvirginia.com only.

33. Qualifications of Bidders:

VIT may make such reasonable investigations as it deems proper and necessary to determine the ability of the Bidder to perform the work or furnish the item(s) contemplated herein and the Bidder shall furnish to VIT all such information and data for this purpose as may be requested.

VIT reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. VIT further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy VIT, in its sole discretion, that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work or furnish the item(s) contemplated therein.

34. Representations:

The Bidder 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 Bidder is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (2) the Bidder 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 Bidder hereby agrees to furnish to VIT any and all certificates of governmental authorities and/or officers or directors of the Bidder that VIT may reasonably require in order to confirm the due authorization and execution of the bid and the Contract and the Bidder's right, title and authority to perform its obligations under the Contract.

35. Strict Loyalty:

The 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.

36. 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.

37. Superseding Effect:

This Contract supersedes all prior oral or written agreements, if any, between the parties, and constitutes the entire agreement between the parties.

38. Taxes.

Sales to the Commonwealth of Virginia, including VIT, are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against the Contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-74-0076K.

39. Termination and Suspension:

VIT may terminate or suspend the delivery of the items contemplated hereunder without liability to the Contractor, if (a) the Contractor fails to deliver the items 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 VIT against Contractor.

40. Termination for Convenience:

VIT may cancel this IFB at any time prior to an award, and is not required to furnish a statement of the reason why a particular bid was not deemed to be the most advantageous. VIT may terminate any Agreement(s) resulting from this IFB 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. TRANSPORTATION SERVICES
2. COMPENSATION TO DRAYMEN
3. PAYMENT
4. COMPLIANCE WITH LAWS
5. EQUIPMENT AND DRIVERS
6. CARGO LIABILITY INSURANCE
7. INDEMNITY
8. INDEPENDENT CONTRACTOR
9. DAMAGE CLAIMS
10. TRAILER INTERCHANGE
11. CHOICE OF LAW
12. NOTICES
13. NON-WAIVER
14. SECTION HEADINGS
15. MISCELLANEOUS
16. PREFERRED FORM

1. Transportation Services.

VIT agrees to offer to Draymen, from time to time, on a nonexclusive basis, trailers or containers on chassis, loaded or empty, repositioning of chassis for Draymen to transport between VIT's Customers and various intermodal shipping ports, rail yards or designated drop yards, or to and from such other points between which service may be required and Draymen is legally authorized to serve. Draymen shall accept said shipments and perform the transportation service in a prompt, competent and efficient manner within the generally-accepted service standards of the trucking industry and within any restrictions set by VIT.

2. Compensation to Draymen.

VIT and Draymen shall agree on an all-inclusive rate for the Drayage Services. The all-inclusive rate shall include the following moves within the Hampton Roads area: bob tail/dry run charges, fuel surcharges, tolls, detention, overweight charges, and hazardous/hazardous tank charges, refer container charges, chassis bundles and flat beds. VIT and Draymen shall also agree on an Outside Region rate to include moves to Greensboro, Richmond and the Virginia Inland Port. VIT will notify Draymen of any change in rates prior to pick-up of the individual load. Such confirmation shall be properly signed and dated by authorized representatives of both parties. Draymen will use VIT's billing and voucher system.

3. Payment.

VIT shall pay Draymen for its services within thirty (30) days of receipt of all necessary documentation, to be identified at acceptance of the load by Draymen, which may include the original bill of lading or shipping order, delivery receipt or invoice indicating the trailer number and control number, along with copies of all equipment interchange receipts and inspection forms.

4. Compliance With Laws.

With respect to the transportation services provided herein, VIT shall ensure Draymen comply with all applicable laws, rules and regulations, including but not limited to those promulgated by the Interstate Commerce Commission, other Federal agencies and departments having jurisdiction and the various states in which the drayage services are performed. Contractor shall defend, indemnify, and hold VPA, VIT and HRCP II, harmless from and against any and all fines, penalties, judgments, and costs arising or resulting from Drayman's failure to comply with all such laws, rules and regulations.

5. Equipment and Drivers.

VIT shall ensure that the transportation services to be performed by Drayman shall be performed with properly qualified, trained and CDL licensed drivers, and equipment which is in good order, condition and repair and which meets with the Department of Transportation's standards and complies with Federal Safety Regulations, and all applicable state and local rules, ordinances and regulations. VIT and/or Draymen shall be solely responsible for all expenses associated with the power equipment and accessories required to perform the services contemplated herein, including but not limited to all maintenance, supplies, oil, fuel, taxes, permits, licenses and insurance.

6. Cargo Liability Insurance.

VIT shall ensure that Drayman maintain in effect at all times cargo liability insurance with insurers and limits equal to or higher than the legally required limits with a minimum of Five Million Dollars (\$5,000,000.00) and Drayman shall have VPA, VIT and HRCP II named as additional insured with any notice of cancellation or material modification of said insurance to be sent to VIT at least thirty (30) days in advance of the termination or modification date. Drayman shall furnish to VIT certificates of insurance evidencing such coverage.

7. Indemnity.

Drayman shall defend, indemnify, and hold VPA, VIT and HRCP II harmless from all claims, demands, and causes of action for loss or destruction to property or loss arising from damage or delay in delivery of property, transported by Drayman for VPA, VIT or HRCP II under this Agreement while such property is in the possession of Drayman, or resulting from misdelivery of same by Drayman, or from failure or neglect of Draymen to pick up and deliver same with reasonable promptness and dispatch.

8. Independent Contractor.

Drayman warrants and represents that it is a lawfully licensed common motor carrier and property broker. This Agreement does not make Drayman an agent (except to the extent specifically set forth herein), a legal representative, joint venture, or partner of VIT for any purpose whatsoever. It is understood between the parties hereto that Drayman is to act as an independent contractor and is in no way authorized to make any contract, warranty or representation on behalf of VIT, or to create any obligation expressed or implied on behalf of VIT. It is expressly agreed and understood that Drayman shall not be considered under the provisions of this Agreement or otherwise as having any employment status with VIT, or as being entitled to partake in any plans, distributions, or benefits extended by Drayman to its employees. Drayman assumes full responsibility for payment of federal, state and local taxes or contributions or taxes for unemployment insurance, pensions, workers' compensation or other social security and related protection with respect to the persons engaged in the performance of the services rendered hereunder and agrees to comply with applicable federal, state and local laws, ordinances, regulations and rules applicable thereto. Drayman does hereby indemnify and hold harmless VIT, VPA and HRCP II from any liability, loss or expense on account of Drayman's failure to comply with such applicable federal, state and local laws.

9. Damage Claims.

Except as otherwise specifically provided herein, all claims for loss and damage and any salvage arising therefrom shall be handled and processed in accordance with 49 CFR 1005. VIT agrees to acknowledge claims within thirty (30) days, and within sixty (60) days of receipt of claim to settle claim in full, deny, or make firm offer to settle. VIT reserves the right to withhold payment for common motor carrier and property broker services rendered where claim liability is disputed until VIT and Drayman come to mutual understanding. In the event there is a claim for shortage of cargo, Drayman shall not be held liable if the equipment interchange receipt clearly notes that the seal was not intact at the time the equipment was picked up at the port facility, rail yard or other location. Said notation must be properly signed by a representative of said pick up location.

10. Trailer Interchange.

VIT warrants that before Draymen enter a port facility, ocean carrier's drop yard or intermodal rail yard to pick up or deliver equipment in the performance of services hereunder, it shall have properly executed an equipment interchange agreement with the applicable ocean carrier, railroad, intermodal equipment provider including HRCP II. VIT further warrants and represents that it and its Draymen will at all times, remain in compliance with the terms and conditions of said interchange agreement, including all applicable circulars, tariffs or rules which may be referenced therein. Drayman does hereby indemnify and hold harmless VPA, VIT and HRCP II from any liability, loss or expense on account of Drayman's failure to comply with the terms and conditions of any such interchange agreement, or breach of the warranties and representations contained within this document.

11. Choice of Law.

This Agreement shall be deemed executed in the Commonwealth of Virginia and shall be interpreted, in the event of a dispute arising hereunder, under the laws of Virginia. In the event that a dispute shall arise concerning the terms, conditions or performance under this Agreement, then the dispute shall be settled in the appropriate Virginia Court or the Federal District Court for the Commonwealth of Virginia.

12. Notices.

All notices as required by any of the terms and conditions of this Agreement shall be deemed given with the notices prepared, adequately addressed and deposited in the United States mail, postage prepaid. Notices to the World Trade Center are adequately addressed as follows:

Virginia Port Authority
600 World Trade Center
Norfolk, VA 23510

13. Non-waiver.

Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a waiver of such term, condition, right or privilege in the future.

14. Section Headings.

All section headings in this Agreement are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

15. Miscellaneous.

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. This Agreement shall be binding upon all successors and approved assigns of the parties and shall inure to the benefit of all such successors and approved assigns.

16. Preferred Form.

This Agreement exclusively and completely states the rights and obligations of the parties hereto with respect to the subject matter hereof and supersedes all other agreements, oral or written, with respect to such subject matter.

EXHIBIT C
SCOPE OF WORK

A. BACKGROUND

The Port of Virginia (VPA) is the state's leading agency for international transportation and maritime commerce. The agency is charged with enhancing economic wellbeing for the Commonwealth by marketing and operating six general cargo marine terminals, Norfolk International Terminals, Portsmouth Marine Terminal, Newport News Marine Terminal, Virginia International Gateway in Portsmouth, Port of Richmond and Virginia Inland Port in Front Royal, all of which are operated by its affiliate, Virginia International Terminals, LLC and Hampton Roads Chassis Pool II, LLC, runs the day-to-day operations of VPA's owned or leased terminals identified above as well as other facilities in or around the marine terminals. More information can be found on our website at www.portofvirginia.com.

B. SCOPE OF WORK

The VIT shall provide common motor carrier services using multiple Draymen to provide suitable equipment and qualified personnel to perform initial pickup and/or final delivery services of VIT's customer shipments between, intermodal shipping ports, rail yard(s) and/or designated drop yards. The Draymen shall also provide repositioning of empty Chassis to ensure an adequate supply of chassis is available in order provide the appropriate level of service necessary for the volume based upon the schedule and volume of ship line freight provided by VIT.

Daily Drayage Operations Plan

1. **Daily Drayage Operations Plan:** Contractor will receive drayage assignments from an online web-based application at: <http://drayage.portofvirginia.com>

2. **Drayage Lanes: for Bid consideration**

Drayage Lanes with Mileage

	NIT	VIG	NNMT	PPCY	PCY	RSA	ANNEX	CSX	NSRR	JAZ	MRS	CONGLOB
NIT		17	20.2	7.5	7.5	7.5	6.4	7.5	10	3.4	26	31
VIG	17		13.5	4.2	4.2	4.2	3.4	4.1	18	5.5	13.6	14.3
NNMT	20.2	13.5		16.8	16.8	16.8	16	16.8	24.5	18.3	19.1	19.9
PPCY	7.5	4.2	16.8					-1	9.5	4.2	10.8	11.4
PCY	7.5	43.2	16.8					-1	9.5	4.2	10.8	11.4
RSA	7.5		16.8					-1	9.5	4.2	10.8	11.4
ANNEX	6.4	3.4	16					1	9	3.4	10.2	11
RMT	96.1	98.9	84	102	102	102	101	94.4	102	97.3	104	105
VIP	212	215	202	218	218	218	217	218	218	213	220	221
CSX	7.5	4.1	16.8	-1	-1	1	1		9.5	4.2	10.7	11.5
NSRR	10	18	24.5	9.5	9.5	9.5	9	9.5		7.1	7.6	9.6
NSGB	244	241	245	239	239	239	239	239	244	241	235	236
JAZ	3.4	5.5	18.3	4.2	4.2	4.2	3.4	4.2	7.1		13.7	13.8
MRS	26	13.6	19.1	10.8	10.8	10.8	10.2	10.7	7.6	13.7		-1
CONGLOB	31	14.3	19.9	11.4	11.4	11.4	11	11.5	9.6	13.8	-1	

- **NIT**, Norfolk International Terminals, 7737 Hampton Blvd, Norfolk VA 23505
- **VIG**, Virginia International Gateway, 1000 Virginia International Gateway Blvd, Portsmouth VA 23703
- **NNMT**, Newport News Marine Terminal, 25th St. and Warwick Blvd., Newport News, VA 23607
- **PPCY**, Pinners Point Container Yard, 6 Harper Avenue, Portsmouth Va 23707
- **PCY**, Portsmouth Chassis Yard, 6 Harper Avenue, Portsmouth Va 23707
- **RSA**, Reefer Service Area, 6 Harper Avenue, Portsmouth Va 23707
- **ANNEX**, Damage Annex, 2400 Wesley Street, Portsmouth Va 23707
- **CSX**, CSX Intermodal Rail Ramp, 1 Harper Road, Portsmouth VA 23707
- **NSRR**, Norfolk Southern Portlock Ramp, 1710 Atlantic Ave, Chesapeake, VA 23324
- **JAZ**, Jaz Inc., 901 W. 24th St, Norfolk, VA 23517
- **MRS**, Marine Repair Services, 3004 Yadkin Rd, Chesapeake, VA 23323
- **CONGLOB**, Conglobal Industries, 806 Meads Ct., Chesapeake, VA 23323

Additional Category to be considered: Hazardous/Tanks

The Draymen awarded this contract shall warrant that it is willing and capable of and legally authorized to perform the services contemplated, including but not limited to any certificates, permits and insurance which may be required by the Surface Transportation Board, all other federal agencies and governmental authorities, and any state or local regulatory authorities.

3. Standard/Nonstandard Drayage Work:

- a. Current estimated standard volume annually; to be distributed between drayman:
 - i. Container, 30,000 +
 - ii. Chassis, 15,000 +
- b. Nonstandard Drays will be addressed and managed accordingly

4. Small Woman and Minority Owned (SWaM):

VIT strongly encourages the participation of small, woman-owned and minority-owned businesses (SWAM) in all of their contracts. Accordingly, bidders are encouraged to include SWAMs on their project teams.

While no specific goal has been set for this effort, both Ports expect all proposers to make a Good Faith Effort to comply with the Ports' policy.

5. Contract Requirements: Refer to General and Special Terms and Conditions

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 VIT 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

EXHIBIT G

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

► 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.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ 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) ► _____	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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-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 SBSD-certified businesses in the performance of this contract. This shall include SBSD-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 SBSD business certification. Include plans to utilize SBSD-certified businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Proposed SWaM Plan

Plans for Utilization of SBSD-Certified Businesses for this Procurement

Small Business Name & Address SBSD Certificate #	Applicable SBSD certifications: (See Section A for a list of SBSD-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
TO AP AND PROCUREMENT**

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. **A copy of this monthly subcontractor report is required to be sent to AP and Procurement.**

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