



VIRGINIA INTERNATIONAL TERMINALS, LLC

Request For Proposals

RFP #2021-17-VIT

Janitorial Services

This solicitation is designated for businesses that 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) businesses. This shall include SBSD-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 SBSD business certification.

REQUEST FOR PROPOSALS (RFP)

TRANSMITTAL PAGE

Title: Janitorial Services

RFP: 2021-17-VIT

Issue Date: April 14, 2021

Issuing Agency: Virginia International Terminals, LLC (VIT)

Virginia International Terminals, LLC (VIT) is seeking proposals for Janitorial Services for the Port of Virginia facilities. The term of the Contract shall be for one year from the date of award, with the option to renew for up to four (4) additional one (1) year periods at the sole discretion of Virginia International Terminals, LLC and in accordance with the terms noted in the Contract. Proposals and all other correspondence, including questions, shall be sent electronically to proposals@vit.org. All email communications shall contain "RFP 2021-17-VIT" in the subject line followed by the Respondent's name. Mandatory Site Visits must be scheduled for the week of April 26-30 from 8:00am to 5:00pm through proposals@vit.org. The Mandatory Pre-Conference Meeting will be held May 3, 2021 at 2:00pm via Zoom. Please request the Zoom link at proposals@vit.org. Questions may only be submitted electronically no later than 2:00 p.m. EST May 7, 2021.

Proposals will be accepted until May 14, 2021 at 2:00 p.m. EST and must be submitted to the following e-mail: proposals@vit.org.

Late Proposals will not be considered.

In compliance with this RFP, and with all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services to Virginia International Terminals, LLC in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiations.

NAME AND ADDRESS OF FIRM:

Date: _____

Telephone: _____

Email: _____

FEI/FIN Number _____

BY: _____

(Signature)

*Virginia International Terminals, LLC
cannot process payments without this
information.

Print Name: _____

Title: _____

VIRGINIA INTERNATIONAL TERMINALS, LLC
Request for Proposals 2021-17-VIT
Sections I through VI

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|---|--|
| I. Purpose of the RFP | The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified Offerors for Janitorial Services at the Port of Virginia. |
| II. Statement of Needs | Virginia International Terminals, LLC (VIT) has experienced significant growth for almost two decades and is now the third 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 Janitorial Services. The Contractor(s) selected shall furnish the services in accordance with Exhibit C, Scope of Work. |
| III. Proposal Preparation and Submission Requirements | <p>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/about/policies/procurement/. RFP responses must be received by 2:00 PM EDT, May 14, 2021. 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.</p> |
| 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 and will not be subject to public inspection in accordance with the Virginia Freedom of Information Act. 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
	Responses to Section 1 of Exhibit C	40
	Experience	20
	Price	20
	SWaM	20
VI. Award of the Contract	<p>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.</p>	

The undersigned offeror proposes to furnish the following in accordance with the Contract documents, including any Addenda issued, for the price(s) indicated in the submitted proposal.

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 services at the price(s) indicated in the submitted proposal. 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 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. 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. PRIME CONTRACTOR RESPONSIBILITIES
29. PROPOSAL ACCEPTANCE PERIOD
30. PROPOSAL PRICE CURRENCY
31. QUALIFICATIONS OF PROPOSERS
32. REPRESENTATIONS
33. STRICT LOYALTY
34. SUBCONTRACTS
35. TERMINATION AND SUSPENSION
36. TERMINATION FOR CONVENIENCE

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 Virginia International Terminals, LLC ("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 purchasing agency will publically post such notice on www.portofvirginia.com.

3. ANTI-DISCRIMINATION:

By entering into a Contract, the Contractor certifies to Virginia International Terminals, LLC 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 VIT 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 services purchased or acquired by VIT under said contract.

5. APPLICABLE LAWS AND COURTS:

This solicitation 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 solicitation or any resulting Contract or to any of the transactions contemplated under any such Contract. All litigation arising from the Contract must be brought exclusively in the Circuit Court for the City of Norfolk or 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 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. The 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 of 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.

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 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. 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. Notwithstanding any other provisions of the Contract or any document referenced therein, the Procurement Head 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 Procurement Head. In the event 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 Procurement Head. Any revisions to the solicitation will be made only by addendum issued by the Procurement Head.

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 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 VIT and, Virginia Port Authority, 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.

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 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.

16. DRUG FREE WORKPLACE POLICY STATEMENT:

The Contractor acknowledges and certifies that it understands that the following acts by the 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). 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.

17. ETHICS IN CONTRACTING:

By submitting 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 on any employee of VPA, VIT or HRCP II, 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, 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.

19. GENERAL RELATIONSHIP:

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.

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, Virginia Port Authority, Virginia International Terminals, LLC, Virginia International Gateway, Inc.(VIG), HRCP II, LLC and City of Richmond and their respective commissioners, directors, officers, members, parent and affiliate companies, general managers, agents, and employees from all claims, lawsuits, damages, judgements, expense and costs including but not limited to reasonable attorney fees 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, VIG or HRCP II or City of Richmond.

22. LIMITATION OF LIABILITY:

To 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'S:

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 or Special Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the VIT reserves 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 services rendered or scheduled shall be submitted by the Contractor directly to VIT Attention Accounts Payable, APInvoices@vit.org, or in the event Contractor does not have email invoices may be mailed 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 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. 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.

29. PROPOSAL ACCEPTANCE PERIOD:

Any proposal resulting from this solicitation shall be valid for ninety (90) days. At the end of the 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.

30. PROPOSAL PRICE CURRENCY:

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

31. QUALIFICATIONS OF PROPOSERS:

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 VIT all such information and data for this purpose as may be requested. VIT reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. VIT further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy VIT, in its sole discretion, that such Offeror is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

32. 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 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.

33. 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.

34. 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.

35. TERMINATION AND SUSPENSION:

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

36. TERMINATION FOR CONVENIENCE:

The VPA 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. The 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. CONTINUITY OF SERVICES
3. CONTRACTOR'S TITLE TO MATERIALS
4. INSPECTION OF JOB SITE
5. INSURANCE
6. LABELING OF HAZARDOUS SUBSTANCES
7. LIQUIDATED DAMAGES
8. MAINTENANCE MANUALS
9. NEGOTIATION WITH THE LOWEST BIDDER
10. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE

1. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to 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 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 VIT of any breach or suspected breach in the security of such information. Contractors shall allow 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. **CONTINUITY OF SERVICES:**
 - a. Contractor recognizes that the services under the Contract are vital to VIT and must be continued without interruption and that, upon contract expiration, a successor, either VIT or another contractor, may continue them. Contractor hereby agrees:
 - i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - ii. To make all VIT owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - iii. That VIT Procurement Head shall have final authority to resolve disputes related to the transition of the Contract from Contractor to its successor.
 - b. The Contractor shall, upon written notice from the Procurement Head, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Head's approval.
 - c. Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Procurement Head in writing prior to commencement of said work.
3. **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 he has clear title to all materials and supplies for which he invoices for payment.
4. **INSPECTION OF JOB SITE:** Contractor's signature on this solicitation constitutes certification that it has inspected the job site and is aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by VIT.

5. **INSURANCE:** Contractor, and its subcontractors, if any, must procure and maintain during the entire term of the Contract the following insurance policies and limits of liability. In addition, Contractor must procure the required policies of insurance from underwriters authorized to transact business in the Commonwealth of Virginia by the Virginia State Corporation Commission. Further, all liability insurance policies must waive subrogation and contractual indemnity in favor of VIT. And, all policies must be primary and noncontributory to any other insurance.
- a. *Workers' Compensation* insurance that is in compliance with the laws of the Commonwealth of Virginia and an endorsement to this policy for coverage under the federal Longshore and Harbor Worker's Compensation Act, if applicable. Further, Employer's Liability insurance with limits of liability not less than One Million Dollars (\$1,000,000) per occurrence.
 - b. *Commercial General Liability* insurance with liability limits not less than Two Million Dollars (\$2,000,000) per occurrence. The liability limits may be met with a combination of primary general liability policy and an excess/umbrella liability policy that must follow form and provide no less coverage than the primary policy. The policy must cover bodily injury, death of one or more persons, property damage, products/completed operations and personal and advertising injury.
 - c. *Commercial Automobile Liability* insurance on any "any autos" basis with limits of liability not less than Two Million Dollars (\$2,000,000) combined single limit. The liability limits may be met with a combination of primary automobile liability policy and an excess/umbrella liability policy that must follow form and provide coverage that is not less than in the primary policy.
 - d. *Contractor's Pollution Liability* insurance with liability limits not less than One Million Dollars (\$1,000,000) per event. The policy must cover clean-up costs arising from all spills, leakage, dispersals of pollutants and hazardous materials and their transport from a VIT facility to a regulated disposal facility if required by state or federal environmental laws or regulations.
 - e. *Additional insured:* Virginia Port Authority, Virginia International Terminals, LLC, Virginia International Gateway, Inc., HRCP II, LLC and City of Richmond and their respective commissioners, officers, directors, members, parent and affiliate companies, general managers, employees and agents.

None of the above insurance policies shall be subject to cancellation or reduction without thirty (30) advance written notice being given to the VIT. Contractor must furnish a certificate of insurance to VIT by submitting it as part of its bid package and by sending a copy to the following email address: coisubmissions@portofvirginia.com.

6. **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 Offeror, by submitting his 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 Offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.

- 7. LIQUIDATED DAMAGES, GOODS AND NONPROFESSIONAL SERVICES:** Delivery is required not later than the start date indicated within. It is understood and agreed by offeror that time is of the essence in the delivery of supplies, services, materials, or equipment of the character and quality specified in the bid/proposal document. In the event these specified supplies, 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 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 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 his 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.
- 8. NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, the VPA reserves the right to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to VIT whenever such low bid exceeds VIT's 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 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 VIT wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by VIT and the lowest responsive, responsible bidder.
- 9. 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 SBSD-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 VIT that certified SWAM enterprises participate in this contract.
- 10. WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to VIT's satisfaction at the contractor's expense.

Exhibit C

Scope of Work

Section 1 - Questions:

1. Please describe how your company will ensure that the agreed upon spaces are properly cleaned.
2. How do you make cleaning details visible and accessible to the customer (including date and time of completion and inspection results).
3. If the customer raises a concern, what process will be used to resolve the issue?
4. How do you train employees?
5. How do you motivate employees to provide excellent service?
6. Please provide a reference letter or testimonial from up to three separate existing customers that addresses the quality of cleaning services. A name and phone number for a discussion with each customer is desired/optional.
7. In addition to basic janitorial services, what other cleaning/renewal services does your company provide?
8. What are your company's certifications and standards?
9. Is your company committed to Green Cleaning?

Section 2 – Details of Services:

1. Baseline Janitorial Services Detail

- a. Offices/Cubicle areas/Conference Rooms/Lobby/Copy Rooms/Hallways/Booth: Clean interior and exterior glass, wipe desktops/countertops/tables, empty trash/replace bag, and vacuum carpets/mop floors.
- b. Turnstiles: Clean and disinfect pedestal, arms/bar, badge reader(s) and fingerprint scanner.
- c. Stairwells: Wipe handrails, remove trash, and dust lighting.
- d. Breakroom/Kitchen: Clean exterior of appliances, clean interior of microwave, remove food items from refrigerator weekly at the same time, clean sinks and countertops, clean tabletops, clean sink and coffee area, empty trash/replace bag, display caution signs and mop floor.
- e. Restrooms/Locker Rooms/Gym: Clean inside and outside of toilets and urinals, remove trash/replace bag, clean and refill soap dispensers, refill paper towel and toilet tissue dispensers, clean sinks and countertops, clean mirrors, clean benches, clean shower stalls, display caution signs and wet mop floors, accomplish high dusting once per week, and report any non-functioning dispensers.
- f. Remote operator rooms: Clean all operator station surfaces, controls, and keyboards. Clean monitors. Vacuum carpets. Display caution signs and mop hard surface floors.
- g. DA Driver area: Clean phones/buttons and countertops, and mop floor.
- h. Elevators: Clean and disinfect doors interior and exterior, walls, call button plate and buttons, and handrail. Vacuum carpet.
- i. Refresh: Remove trash and disinfect countertops. Inspect toilets/urinals and clean if soiled.
- j. Shuttle Trucks/UTR/Translifters: Before opening door of cab, verify machine is off by ensuring absence of engine sounds and monitors are off. Clean interior front and side windows. Clean floor window - lift grate but do NOT stand on glass floor. Remove trash.
- k. Bus/Pickup Truck: Wipe seats/dash board/steering wheel with disinfectant and remove trash.
- l. PPE Stations: Restock PPE. Disinfect counter/table top. Ensure each station is organized.
- m. Post a QR code in restrooms for individuals to simultaneously give feedback to janitorial manager,

janitor supervisor, and H&S representative.

- n. Conduct a survey of 5 random employees on first/second floor quarterly at NIT and VIG with results provided to VP Health and Safety staff.

2. Enhanced Cleaning Services (COVID-19)

During circumstances that require additional cleaning, The Port of Virginia may add individuals to clean interior/exterior door handles, light switches, common touch surfaces, and computer keyboard/mouse/phone. In addition, enhanced cleaning services will include mobile equipment entry gates, door handles inside/out, steering wheels, radio microphones, control panels, front screens, and joysticks. Please include a price per individual per hour for this expansion.

3. Additional Space

As needs change, additional space will be added or subtracted. Please provide a cost per square foot for this adjustment.

4. Legend

D=Daily during days of operation, D&R=Daily+Refresh, W=weekly, 2W=twice weekly, 3W=three times weekly, M= Monthly

5. Consumable products

The cleaning contractor is responsible for the purchase of all consumable products for storage in janitorial spaces at the Port of Virginia facilities.

Section 3 – Location Outlines:

VIRGINIA INTERNATIONAL GATEWAY

1. Terminal Operations Building (Floors 1/M/2 Open 7 days per week, Floors 3/4 Open 5 days per week) [81,008SF]
 - a. 1st Floor: 1x Ops Lobby (D&R), 1x Visitor Lobby (D), 4x Hallways (D), 2x Men's Operations Restroom (D&R), 1x Women's Operations Restroom (D&R), 1x Men's Visitor Restroom (D), 1x Women's Visitor Restroom (D), 2x Security Rooms (D), 2x Locker Rooms (D), 3x Procurement offices inside parts room (2W), 3x Stairwells (W), 1x ROS crane technician trailer (D), 3x Turnstiles (D)
 - b. M Level: 3x Hallways (2W), 2x Men's Restrooms (D&R), 3x Offices (2W), 1x Turnstile (D), 1x ACM office (2W), 1x Breakroom (D&R), Trash by elevator (D)
 - c. 2nd Floor: 4x Hallways (2W), 2x Restrooms (D&R), 1x Breakroom (D&R), 2x Conference Rooms (D), 7x Offices (W+Trash Daily), 1x Timekeeper office (D), 1x Remote ROS operator room (D&R), 1x Remote Rail operator room (D&R), 1x Remote Gate Area (D&R), 1x Ops area cubicles (D&R), 1x Copy room (D)
 - d. 3rd Floor: 4x Hallways (2W), 2x Restrooms (D), 1x Breakroom (D), 3x Conference Rooms (D), 19x Offices (W+Trash Daily), 5x Cubicle Areas (W+Trash Daily), 3x Copy rooms (W)
 - e. 4th Floor: 4x Hallways (2W), 2x Restrooms (D), 1x Breakroom (D), 2x Conference Rooms (D), 9x Offices (W+Trash Daily), 3x Cubicle Areas (W+Trash Daily), 1x Copy rooms (W), Executive Office Suite (W)
2. Marine Building (Open 7 days per week) [2389SF]
 - a. 1st Floor: 3x Turnstiles (W), 1x Timekeeper office (W), 1x Stairwells (D)
 - b. 2nd Floor: 1x Breakroom (D), 2x Restrooms (D)

3. Driver Assistance Building (Open 6 days per week) [2000SF]
 - a. 1x Security office (2W), 2x Restrooms (D&R), Motor Carrier phone area (2W)
4. Equipment/Vehicles (7 days per week)
 - a. Shuttle Trucks/Straddle Carriers/UTRs/Gang Buses/Pickup Trucks
 - b. Clean 20 per day @ 5 minutes each = 2 hours per day. This means the fleet of approximately 200 vehicles/equipment would be cleaned every 10 days.
 - c. Mark tires with chalk with letter of day or use other suitable tracking concept.

Virginia International Gateway



NORFOLK INTERNATIONAL TERMINALS

1. NIT Booths (Open 5 days per week)
 - a. 3x Checker booths at NNIT Transfer Zone (D) [240SF]
 - b. 4x CSA Canopy Booths (D) - 5 days per week [260SF]
 - c. 3x SNIT Gate Security Booths (D) - 5 Days per week [176SF]
2. NIT Booths (Open 7 days per week)
 - a. 1x Security Booth (D), 1x Pedestrian Entry Turnstiles (D) [84SF]
3. Baker Street Entry Trailer (Open 7 days per week) [6700SF]
 - a. 1x Equip Office (D&R), 3x Offices (W+Trash Daily), 1x Main Breakroom (D&R), 1x Crane Operator Breakroom (D), 3x Bathrooms (D&R)
4. Contractor/Engineering Trailer (Open 5 days per week) [1980SF]
 - a. 5x Offices (W), 1x Timekeeper office (W), 1x Kitchen (W), 2x Restrooms (D), 1x Conference Room (W), 1x Break Area (W)
5. MARAD Remote Gate Building (Open 6 days per week) [16,096]
 - a. 1x Lobby (D), 1x Hallway (D), 2x Restrooms (D&R), 15x Offices (W), 1x Remote Gate (D&R), 1x Simulator (D), 2x Cubicle Areas (D), 1x Breakroom (D), 1x Copy Room (D)
6. Driver Assistance Building (Open 6 days per week) [2400 SF]
 - a. 1x Security office (2W), 2x Restrooms (D&R), 1x Motor Carrier area (2W)
7. 6th Street North Straddle Carrier Hot House (Open 7 days per week) [875 SF]
 - a. 1x Breakroom (D&R), 2x Restrooms (D&R)
8. NNIT Rail Hot House (Open 7 days per week) [875SF]
 - a. 1x Breakroom (D&R), 2x Restrooms (D&R)
9. CDR (Open 7 days per week) [19,099]
 - a. 1st Floor: 1x Lobby (W), 1x Elevator (W), 3x Hallways (D), 1x Breakroom (D), 4x Locker Rooms (D), 2x

- Restrooms (D&R), 10x Offices (W+Trash Daily), 3x Stairwells (W)
- b. 2nd Floor: 1x Lobby (W), 1x Cubicle Area (D), 1x Copy Room (W), 8x Offices (W+Trash Daily), 2x Restrooms (D&R), 1x Breakroom (D&R), 1x Conference Room (D)
- c. 3rd Floor: 1x Conference Room (W), 1x Restrooms (W), 1x Cubicle Space (W), 1x Copy Room (W), Kitchen (W)
- 10. OOG Break Bulk Cargo Trailer (Open 5 days per week) [1440SF]**
 - a. 1x Office (D), 1x Cubicle Area (D), 1x Breakroom (D), 2x Restroom (D)
- 11. 6th Street CERES/MRS Building 2nd Floor (Open 7 Days per week) [2447]**
 - a. 5x Office (W+Trash Daily), 1x Cubicle Area (W+Trash Daily), 1x Kitchen (W), 2x Restroom (D), 1x Interior Stairs (W)
- 12. 6th Street CERES Mechanic Offices upstairs (Open 7 Days per week) [500SF]**
 - a. 1x Office (W), 1x Breakroom (W), 1x Restroom (W)
- 13. 6th Street North Straddle Carrier Hothouse (Open 7 days per week) [2408]**
 - a. 1x Breakroom (D), Restroom (D&R)
- 14. Vehicle Maintenance (Open 7 days per week) [4301SF]**
 - a. 1st Floor: 1x Breakroom (D), 2x Restrooms (D&R), 2x Offices (W+Trash Daily), 1x Hallway (D), 1x Stairwell (W)
 - b. 2nd Floor: 1x Offices (W), 1x Breakroom (W)
- 15. HRCP2 Trailer (Open 5 days per week) [405SF]**
 - a. 1x Office (W), 1x Break Area (W)
- 16. Operations Tower "Container" Hot House (Open 7 days per week) [2500SF]**
 - a. 2x Break Areas (D), 2x Kitchens (D), 4x Bathrooms (D&R)
- 17. Shuttle Truck Parking "Container" Hot House (Open 7 days per week) [1920SF]**
 - a. 2x Break Areas (D), 2x Kitchens (D), 4x Bathrooms (D&R)
- 18. Operations Tower (Open 7 Days per week) [11,438SF]**
 - a. 1st Floor: 1x Lobby (D), 2x Offices (W+Trash Daily), 1x Breakroom (D&R), 2x Restrooms (D&R), 1x Copy Room (W), 2x Cubicle Space (D), 1x Hallway (D), 1x Stairwell (W), 1x Elevator (D)
 - b. 2nd Floor: 1x Lobby (W), 3x Offices (W+Trash Daily), 1x Breakroom (D), 2x Restrooms (D&R), 1x Copy Room, 3x Cubicle Spaces (W+Trash Daily), 1x RMG Remote Operator Area (D&R), 1x Rail Operations Room (D&R)
 - c. 4th-7th Floor: 1x Office (W+Trash Daily)
 - d. 9th Floor: 1x Conference Room (W), 1x Break Room (W), 2x Restrooms (W)
 - e. 10th Floor: 1x Conference Room (W), 1x Break Room (W), 2x Restrooms (W)
- 19. Crumley House: 1x Lobby, Conference Room, Kitchen, 2x Restrooms, 2x Garden Restrooms (Monthly or as requested) [1715SF]**
- 20. Garden Shed: 2x Restrooms (W) [438SF]**
- 21. Equipment/Vehicles (7 days per week)**
 - a. Shuttle Trucks/Straddle Carriers/UTRs/Gang Buses/Pickup Trucks
 - d. Clean 20 per day @ 5 minutes each = 2 hours per day. This means the fleet of approximately 200 vehicles/equipment would be cleaned every 10 days.
 - b. Mark tires with chalk with letter of day or use other suitable tracking concept.



PINNERS POINT CONTAINER YARD (Open 5 Days per week) [3720SF]

1. Gate: 5x Interchange Booths (D)
2. Operations Trailer: 2x Offices (D), 1x Cubicle Area (D), 2x Restrooms (D&R), 1x Break Room (D), 1x Copy Room (D)
3. Hot house Trailer: 1x Break Area (D), 2x Restrooms (D&R)
4. Manager Office Trailer: 3x Offices (D), 2x Restrooms (D), 1x Breakroom (D)

PINNERS POINT CHASSIS YARD (Open 5 Days per week) [2920SF]

1. Interchange: 1x Offices (D), 3x Booths (D), 1x Restrooms (D)
2. Operations Trailer: 2x Offices (D), 1x Cubicle Area (D), 2x Restrooms (D&R), 1x Break Room (D), 1x Copy Room (D)

REEFER SERVICE AREA (Open 5 Days per week) [260SF]

1. 4x RSA Booths (W)

PORTSMOUTH MARINE TERMINAL (Open 5 days a week) [3608SF]

1. POV Entry Gate: 1x Security Booth Office (W)
2. VM Building 2nd Floor: 2x Office (W), 1x Lunchroom (W), 1x Restroom (W), 1x Hallway (W) and 1st Floor: 1x Office (W), 1x Restroom (W), Vending machine space (W)

PORTSMOUTH DAMAGE ANNEX (Open 5 days a week)

1. 1x Security Booth Office (W) [108SF]

PORTSMOUTH OPERATION CENTER (Open 5 days a week) [18,780SF]

1. 1st Floor: 3x Lobby (W), 25x Offices (+ 1 in Warehouse) (W+Trash Daily], 2x Cubicle Areas (D), 4x Hallways (D), 1x Gym with shower (W), 1x Breakroom (D), 1x Kitchen (D), 8x Restrooms (D), 1x Training Conference Room (W), 3x Conference Rooms (W), 2x Copy areas (W), 3x Stairwells (W)
2. 2nd Floor: Not currently used

FACILITIES MAINTENANCE AT 352 LEE AVE. (Open 5 days a week) [1922SF]

1. 5x Offices (D), 2x Breakroom (D), 2x Restrooms (D)

H&S STANDARDIZATION OFFICE (Open 5 days a week) [2572SF]

1. 1st Floor: 1x Lobby (W), 2x Offices (W), 2x Restrooms (W), 1x Stairway (W)
2. 2nd Floor: 2x Conference Rooms (W), 1x Kitchen (W), 1x Restroom (W)

SHIPLINE AND MOTOROLA OFFICES AT 5120 CHAUTAUGUA AVE. (Open 5 days a week) [4850SF]

1. 1st Floor: 1x Hallway, 5x Offices (M), 1x Motorola Office (W), 2x Restrooms (W)



NEWPORT NEWS MARINE TERMINAL (Open 5 Days per week)

1. Entry Gate: 1x Security Booth (D) [84SF]
2. Operations Building: 1x Office (W), 1x Conference Room (W), 1x Cubicle Area (W), 1x Break Room (W), 1x Hallway (W), 2x Restrooms (2W), 1x Truck Driver Lobby (2W), 2x Truck Driver Restrooms (2W) [6144 SF]
3. Vehicle Maintenance Building: 3x Offices (W), 1x Break Room (2W), 2x Locker Room/Rest Room/Shower (2W) [1513SF]
4. Harbor Road Hothouse: 1x Break Room (2W), 2x Restrooms (2W) [1172SF]
5. Harbor Road (Eagle's Nest): 1x Break Room (2W), Restrooms (2W) [200SF]
6. Timekeeper Trailer: 1x Office (W), 1x Restroom (W) [464SF]



FINANCIAL SERVICE CENTER (Open 5 days per week) [25,000SF]

- 1st Floor: 2x Lobby (W), 2x Conference Rooms (W), 2x Cubicle Areas (W), 11x Offices (W + Trash Daily), 3x Copy Rooms (W), 1x Break Room (D), 2x Restrooms (D), 3x Hallways (W), 1x Medical Office Area (W), 2x Stairways (W), 2x Elevators (W)
- 2nd Floor: 1x Lobby (W), 1x Conference Room (W), 2x Cubicle Areas (W), 12x Offices (W+Trash Daily), 2x Copy Rooms (W), 2x Break Rooms (D), 1x Kitchen (D), 3x Restrooms/Locker/Shower (D), 3x Hallways (W), 1x Mail Office (W),



ADMINISTRATIVE SERVICES CENTER (Open 5 days per week) [12,730SF]

- 1st Floor: 1x Lobby (W), 1x Hallway (W), 2x Restrooms (3W), 2x Offices in warehouse (W), 4x Stairwells (W), 3x Elevators (W)
- 2nd Floor: 2x Lobby (W), 2x Hallways (W), 2x Restrooms (3W), 7x Offices (W), Cubicle Areas (W), Break Rooms (W), Conference Rooms (W)



RICHMOND MARINE TERMINAL (Open 5 days per week) [7744SF]

1. Entry Gate: 1x Security Building (3W), 1x Restroom (3W), 1x Interchange Office (3W)
2. Operations Building: 1x Lobby (3W), 1x Hallway (3W), 3x Offices (3W), 1x Radio Room (3W), 1x Kitchen/Breakroom (3W), 1x Conference Room (3W), 2x Restrooms (3W), 1x Training Room (3W)
3. Maintenance Building: 1x Office (3W), 1x Restrooms (3W)
4. Employee Building (Hot House): 1x Break Room (3W), 2x Locker Room/Restrooms (3W)
5. Warehouse: 2x Restroom (3W)



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

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION
(Submit with RFP/IFB if Applicable)

Trade secrets or proprietary information submitted by an bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the bid in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire bid document, line item prices, and/or total bid prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the bidder refuses to withdraw such a classification designation, the bid will be rejected.

[illegible]

EXHIBIT G

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

Request for Taxpayer Identification Number and Certification

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

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

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) ► _____	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 ►
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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 SBSD 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 SBSD-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 SBSD 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 SBSD 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 SBSD-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 (SBSD) **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