



**VIRGINIA INTERNATIONAL TERMINALS**

Invitation for Bids

**IFB #2022-03-VIT**

**Fastener Services**



<b>GENERAL INFORMATION</b>	
<b>INVITATION FOR BIDS TITLE</b>	Fastener Services
<b>INVITATION FOR BIDS (IFB) NO:</b>	2022-03-VIT
<b>ISSUE DATE:</b>	November 16, 2021
<b>GENERAL DESCRIPTION:</b>	The purpose of this Invitation for Bids (IFB) is to solicit bids to establish a Contract through competitive sealed bidding for the purchase of Fastener Services Support.
<b>DIRECT INQUIRIES FOR INFORMATION TO:</b>	Meg Mergenmeier at <a href="mailto:proposals@vit.org">proposals@vit.org</a> *Deadline for questions: December 1, 2021 @ 2:00 p.m. to <a href="mailto:proposals@vit.org">proposals@vit.org</a>
<b>SITE VISITS:</b>	Schedule between November 29 – December 3 between 8am-5pm through <a href="mailto:proposals@vit.org">proposals@vit.org</a>
<b>BIDS DUE DATE:</b>	December 10, 2021 @ 2:00 p.m. to <a href="mailto:proposals@vit.org">proposals@vit.org</a>
<b>CONTRACT TERM:</b>	One (1) year, to renew automatically for four (4) additional one-year periods unless earlier terminated in writing by VIT.
<b>EXPECTED DELIVERY:</b>	NA
<b>ITEMS TO BE RETURNED (as your response to this solicitation):</b>	THIS IFB CONSISTS OF THE COVER PAGES, and EXHIBIT A – GENERAL TERMS AND CONDITIONS EXHIBIT B – SPECIAL TERMS AND CONDITIONS EXHIBIT C – SPECIFICATION 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
<b>Name and Address of Bidder</b>	By
	<hr/> Signature <hr/> Title <span style="float: right;">Date</span> <hr/> Telephone Number <hr/> Email

**VIRGINIA INTERNATIONAL TERMINALS**  
**Invitation For Bids #2022-03-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 Fastener Services Support.
- 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 Fastener Services Support. The Contractor(s) selected shall furnish the goods and 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, December 10, 2021.** Responses shall be emailed to [proposals@vit.org](mailto: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](mailto: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.

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 goods and 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 goods and 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. ANTI-DISCRIMINATION
3. ANTITRUST
4. APPLICABLE LAWS AND COURTS
5. ASSIGNMENT AND SUBCONTRACTING
6. AUDIT
7. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH
8. BEST AND FINAL OFFER
9. CHANGES TO THE CONTRACT
10. CLARIFICATION OF TERMS
11. COMPLIANCE WITH ALL LAWS AND REGULATIONS
12. CONFIDENTIAL RELATIONSHIP
13. DEFAULT
14. DRUG FREE WORKPLACE POLICY STATEMENT
15. ETHICS IN CONTRACTING
16. FORCE MAJEURE
17. GENERAL RELATIONSHIP
18. IMMIGRATION REFORM AND CONTROL ACT OF 1986
19. INDEMNIFICATION
20. LIMITATION OF LIABILITY
21. MANDATORY USE OF FORM AND TERMS AND CONDITIONS OF RFP'S
22. NO ORAL MODIFICATIONS TO THE CONTRACT
23. OPERATING AUTHORITY AND CREDENTIALS
24. PAYMENT TERMS
25. PROPOSAL ACCEPTANCE PERIOD
26. PRICE CURRENCY
27. REPRESENTATIONS
28. STRICT LOYALTY
29. SUBCONTRACTS
30. TERMINATION AND SUSPENSION
31. TERMINATION FOR CONVENIENCE

**1. ADVERTISING:**

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

**2. ANTI-DISCRIMINATION:**

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

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

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

**3. ANTITRUST:**

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

**4. APPLICABLE LAWS AND COURTS:**

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

litigation with respect to such Contract must be brought in the Circuit Court for the city of Norfolk, Norfolk, VA, or in federal court in the United States District Court for the Eastern District of Virginia, Norfolk Division.

**5. ASSIGNMENT AND SUBCONTRACTING:**

This Contract or any interest hereunder 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.

**6. 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 VIT completes its audit, whichever is sooner. VIT, its authorized agents and auditors shall have reasonable access to, and the right to examine, any of said materials during said period.

**7. 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 of Virginia, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. VIT may void any contract with a business entity if the business entity fails to remain in compliance with the provision of this section.

**8. 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.

**9. 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 resolutions set forth herein. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by 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 Sr. Director of Procurement or his designee is the only individual authorized to make changes in or redirect the work required by the Contract. If VIT's approval is required under the terms of the Contract, it shall be construed to mean the approval of the Sr. Director of Procurement. In the event the Contractor effects any change at the direction of any other person, the change shall be considered as having been made without authority, and no adjustment shall be made in the Contract price or delivery schedule as a result thereof.

**10. CLARIFICATION OF TERMS:**

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

**11. COMPLIANCE WITH ALL LAWS AND REGULATIONS:**

All parties certifies that they shall comply with all applicable federal, state, and local laws, rules and regulations. Contractor also shall secure and obtain any and all permits, licenses, and consents as may be necessary.

**12. CONFIDENTIAL RELATIONSHIP:**

The Contractor shall keep in confidence, and treat as proprietary to both VPA and its operating affiliate, VIT, all information that may be acquired in connection with, or as a result of, this Contract. During the term of the Contract and at all times thereafter, 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.

**13. DEFAULT:**

In case of failure to deliver in accordance with the Contract terms and conditions, VIT, after due oral or written notice and the expiration of a thirty (30) day cure period, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs but such costs shall not be more than ten percent (10%) of the project costs under this Contract. This remedy shall be in addition to any other remedies that VIT may have.

**14. 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 it understands that a violation of these prohibitions constitutes breach of contract and may result in default action being taken by VIT in addition to any criminal penalties that may result from such conduct.

**15. ETHICS IN CONTRACTING:**

By submitting their 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.

**16. 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 VIT goods.

**17. 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.

**18. IMMIGRATION REFORM AND CONTROL ACT OF 1986:**

Contractor certifies 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.

**19. INDEMNIFICATION:**

The Contractor shall indemnify, defend and hold harmless the Commonwealth of Virginia, the Virginia Port Authority, Virginia International Terminals, LLC, HRCP II, LLC and their respective officers, directors, members, general managers, parent companies and affiliates, agents, and employees from any claims, lawsuits, proceedings, judgments, costs, expenses, 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 Contractor except to the extent that such liability is caused by or is attributable to the sole negligence of the Commonwealth of Virginia, the Virginia Port Authority, or Virginia International Terminals, LLC, or HRCP II.

**20. LIMITATION OF LIABILITY:**

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

This limitation of liability shall 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 Contractor; or (c) circumstances where the Contract expressly provides a right to damages, indemnification or reimbursement.

**21. 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, VIT reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

**22. 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 all parties to the Contract.

**23. 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*.

**24. PAYMENT TERMS:**

Invoices for goods ordered, delivered and accepted shall be submitted by the Contractor directly to VIT: Attention Accounts Payable at [APInvoices@vit.org](mailto:APInvoices@vit.org) or in the event Contractor doesn't have access to email it may mail invoices to 1431 International 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.

**25. 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.

**26. PRICE CURRENCY:**

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

**27. 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.

**28. 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.

**29. 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.

**30. TERMINATION AND SUSPENSION:**

VIT may terminate or suspend the delivery of the goods contemplated hereunder without liability to the Contractor, if (a) the Contractor fails to deliver the goods in conformance with the provisions of this Contract by the date contracted for by the Contractor and VIT and such non-delivery continues for any significant period of time; (b) the Contractor breaches or otherwise fails to perform any of its other obligations under the Contract and fails to cure such nonperformance promptly after notice thereof from VIT and after a reasonable time to cure such non-performance; (c) Contractor is or becomes insolvent or unable to pay its

debts as they become due; (d) any bankruptcy or insolvency proceeding is commenced by or against Contractor; or (e) application is made for appointment of a receiver or custodian for the Contractor or any of Contractor's properties, or for an assignment for the benefit of Contractor's creditors. The duration of any such suspension shall continue only until such time as the aforementioned events continue to exist. Any termination or suspension by VIT shall be without prejudice to any claims for damages or other rights of VIT against Contractor.

**31. TERMINATION FOR CONVENIENCE:**

VIT may cancel this Request for Proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. VIT may terminate any contracts resulting from this solicitation at any time, for any reason or for no reason, upon thirty (30) days advance written notice to Contractor(s). In the event of such termination, 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. DELIVERY
5. DELIVERY NOTIFICATION
6. FINAL INSPECTION
7. INSPECTION OF JOB SITE
8. INSTALLATION
9. INSURANCE
10. LABELING OF HAZARDOUS SUBSTANCES
11. MAINTENANCE MANUALS
12. LIQUIDATED DAMAGES
13. NEW FEATURES
14. PREVENTATIVE MAINTENANCE
15. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE
16. TESTING, INSPECTION AND FINAL ACCEPTANCE
17. TRAINING IN OPERATION AND MAINTENANCE OF EQUIPMENT
18. WARRANTY
19. WARRANTY (COMMERCIAL)
20. WORK ESTIMATES (TIME AND MATERIAL CONTRACTS)
21. WORK SITE DAMAGES

**1. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:**

Contractor must ensure 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 the Contract, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be disclosed or 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 the Contract are required to safeguard this information and immediately notify VIT of any breach or suspected breach in the security of such information. Contractor shall allow VIT to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractor and its employees performing the work under the Contract may be required to sign a confidentiality statement.

**2. CONTINUITY OF SERVICES:**

- a. Contractor recognizes that the services under this 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 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 the Sr. Director of Procurement shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b. Contractor shall, upon written notice from the Sr. Director of Procurement, furnish phase-in/phase-out services for up to ninety (90) days after the 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 Sr. Director of Procurement'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. The Sr. Director of Procurement must approve in writing all phase-in/phase-out work fees prior to commencement of said work.

**3. CONTRACTOR'S TITLE TO MATERIALS:**

No materials or supplies for the work shall be purchased by 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. Contractor warrants that it has clear title to all materials and supplies for which he invoices for payment.

**4. DELIVERY:**

Performance of the work shall be within the number of calendar days stated below after receipt of order (ARO) by the Offeror. VIT requires Offeror deliver within a reasonable time ARO. If the Offeror does not insert a stated delivery time in the blank below, the Offeror will be deemed to offer delivery in accordance with VIT's desired delivery time as stated below:

VIT's desired delivery time: \_\_\_\_\_ calendar days ARO

**OFFEROR'S STATED DELIVERY TIME: \_\_\_\_\_ CALENDAR DAYS ARO**

**5. DELIVERY NOTIFICATION:**

VIT shall be notified \_\_\_\_\_ hours prior to delivery of any item so that personnel may be available to allow access to the building and verify items received. Notification shall be made to:

\_\_\_\_\_ (NAME) \_\_\_\_\_ (DATE)

**6. FINAL INSPECTION:**

At the conclusion of the work, Contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Contractor shall promptly and permanently correct any deficiencies at Contractor's sole expense prior to final acceptance of the work.

**7. 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. VIT will not consider claims as a result of failure to inspect the job site.

**8. INSTALLATION:**

All items must be assembled and set in place, ready for use. Contractor must remove all crating and other debris from the premises.

**9. INSURANCE:**

Contractor and any subcontractor(s) must procure and maintain during the term of the Contract insurance policies and liability limits identified below. All insurance policies required herein must be purchased from underwriters authorized to transact business within the Commonwealth of Virginia by the Virginia State Corporation Commission. All insurance policies must be primary and noncontributory to any other insurance and must by endorsement waive right to subrogation and contractual indemnity in favor of VIT.

a. Minimum Requirements

- i. *Commercial General Liability* insurance broad form covering bodily injury, death of one or more persons, property damage and products/completed operation coverage with liability limits not less than One Million Dollars (\$1,000,000) per occurrence and general aggregate Two Million Dollars (\$2,000,000).

- ii. *Commercial Automobile Liability* insurance on an “any auto” basis covering bodily injury, death of one or more persons and property damage with liability limits not less than One Million Dollars (\$1,000,000) per occurrence combined single limit.
  - iii. *Worker’s Compensation* insurance in compliance with the laws of the Commonwealth of Virginia but in no event shall benefits be less than One Million Dollars (\$1,000,000) per occurrence limits and Employer’s Liability insurance with liability limits not less than One Million Dollars (\$1,000,000) per occurrence limits.
  - iv. *Excess/umbrella* insurance minimum coverage of Three Million Dollars (\$3,000,000) or greater shall be provided, Must be follow form and shall cover all liability policies without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers’ Liability coverage.
- b. Additional Insured:
- i. Virginia Port Authority, Virginia International Terminals, LLC, Virginia International Gateway, Inc., city of Richmond and HRCP II, LLC and their respective commissioners, officers, directors, members, general managers, parent and affiliate companies, employees and agents (VIT Parties) must be added as additional insured on all liability policies required herein.
- c. None of the insurance policies required herein shall be canceled or their respective limits of liability reduced without first providing VIT thirty (30) days advance written notice.
- d. Evidence of policies contained herein are to be provided to VIT on an ACORD 25 “Certificate of Liability Insurance” form and submitted via electronic mail ([coisubmissions@portofvirginia.com](mailto:coisubmissions@portofvirginia.com)) on an annual basis so long as Contractor has access to the Terminal.
- e. Certificate Holder should read:
- i. Virginia International Terminals  
601 World Trade Center  
Norfolk, Virginia 23510

**10. 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.

**11. MAINTENANCE MANUALS:**

The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.



**12. LIQUIDATED DAMAGES, GOODS AND NONPROFESSIONAL SERVICES:**

Delivery is required no later than the date stated in this Contract. 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 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, act of God, force majeure or explosion not caused by the negligence or intentional act of Contractor or its supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of Contractor or its supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for any extension from Contractor, the purchasing office may extend the time for performance of the Contract or delivery of goods herein specified, at the procurement office's sole discretion, for good cause shown.

**13. NEW FEATURES:**

In the event Contractor, prior to completion of work hereunder and whether or not in connection with the performance of such work, develops (1) any improvement in the work called for by the Contract which is not incorporated in the work to be performed, or (2) any alternative or improved method of accomplishing the work under the Contract, which is not employed in the performance thereof, Contractor shall promptly give notice in writing to VIT of any such improvement or method. The notice shall include a general description sufficient to show the relationship of it to the work under the Contract and a statement giving the Contractor's best appraisal as to the prospective effect or influence that such improvement or method would have on the work required under the Contract if such improvement or method were incorporated as a requirement herein. Any savings or additional costs caused by any improvement or alternation requested or ordered by VIT shall be determined in accordance with General Terms and Conditions Paragraph 9. – Changes to the Contract.

**14. PREVENTIVE MAINTENANCE:**

The Contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.

**15. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such subcontracting opportunities to small businesses. This shall include SBSB-certified women-owned and minority-owned businesses when they have received SBSB 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 VIT's goal that certified SWAM enterprises participate in this contract.

**16. TESTING, INSPECTION AND FINAL ACCEPTANCE:**

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 the VPA or VIT and after a reasonable time to cure such non-performance; (c) Contractor is or becomes insolvent or unable to pay its debts as they become due; (d) any bankruptcy or insolvency proceeding is commenced by or against Contractor; or (e) application is made for appointment of a receiver or custodian for the Contractor or any of Contractor's properties, or for an assignment for the benefit of Contractor's creditors. The duration of any such suspension shall continue only until such time as the aforementioned events continue to exist. Any termination or suspension by VIT shall be without prejudice to any claims for damages or other rights of VIT against Contractor.

**17. TRAINING IN OPERATION AND MAINTENANCE OF EQUIPMENT:**

The Contractor, in conjunction with its subcontractors and suppliers, shall provide VIT's personnel with instruction in the proper operation and maintenance of the items and related controls provided under the Contract.

**18. WARRANTY:**

All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of one (1) year following date of delivery. Should the owner note any defect, the Sr. Director of Procurement will notify the Contractor of such defect or non-conformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to VIT and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

**19. WARRANTY (COMMERCIAL):**

The Contractor agrees that the services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such services and that the rights and remedies provided therein are in addition to and do not limit those available to VIT by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.

**20. WORK ESTIMATES (TIME AND MATERIAL CONTRACTS):**

Under this time and material contract, the Contractor shall furnish VIT with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the Contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at Contractor's actual invoice costs (Contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If VIT determines that the estimated price is not fair and reasonable, VIT has the right to ask the Contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, VIT reserves the right to obtain additional quotes from other vendors. A work order will be issued to the Contractor, as the authority to proceed with the work, which will incorporate the Contractor's estimate and the terms and conditions of the contract. The Contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.

**21. 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 & BID FORM

#### Technical Specifications and Objective

VIT intends to award a contract for supplying fasteners to VIT maintenance locations. Prior to submission of bid, potential contractors are encouraged to visit the VIT facilities to get an accurate idea of VIT's needs. Email [proposals@vit.org](mailto:proposals@vit.org) to schedule a site visit per the dates notated in the General Information section of this IFB.

Provide pricing for the items listed below (or equal):

Material Description	Cost
5/8-11 Hex Nut Grade 2 Zinc	\$
3/4-10 X 5 Tuff-Torg Hex Cap Screw	\$
5/8 Id Grommet	\$
3/4-10x3-1/2alloy Socket Head C/S	\$
5/8 Union Brass Fitting	\$
3/8 Sae Union Brass Fitting	\$
1/2 Close Nipple Brass Fitting	\$
1/4 Plug Brass Fitting	\$
1/4x53/64 Lube Fitting	\$
5/16 X 12 Square Keystock Steel Zinc	\$
1/4 Air Coupler	\$
3/8" Stud 6 Awg Tru-Crimp Cable Lug	\$
M16 A2 Stainless Steel Flat Washer	\$
1/2" Straight Liquid-Tight Cord Connector	\$
M20 X 2.5 X 150 Hex Cap Screw Grade 10.9	\$
22-18 Superbutt Connector	\$
M16x2.0x50 Hex C/S 10.9 (3 Pc Ct)	\$
HCS 3/8-16x4.5 YZ8	\$
8.8hcm14-2.0x160z Pt	\$
10.9hcs M8x25yz Ft	\$
10.9hcs M8x30yz Ft	\$
10.9hcs M12x35yz Ft	\$
10.9hcs M12x40yz Ft	\$
10.9hcs M16x60yz Pt	\$
10.9hcs M16x70yz Pt	\$
M8-1.25 D934 Hn Yz10	\$
M10-1.5 D934 Hn Yz10	\$
9/16"/M14 Dp NI/Pr	\$
1-1/8"/M30 Dp NI/Pr	\$
HCS5/16-18x3/4YZ8USA	\$
HCS5/16-18x1 YZ8USA	\$
HCS5/16-18x1.25YZ8US	\$
HCS1/2-13x3.5 YZ8USA	\$
HCS5/8-11x3 YZ8USA	\$
HCS3/4-10x2 YZ8USA	\$
14x5/8 HWH SDS3 Z	\$
1"-8 Yellow Zinc Fin	\$
1/4"-20 Fhn Yz 8 Dom	\$

10x1.5 Pphsms Ab Ss	\$
14x1 PPHSMS AB SS	\$
Hcs1/4-20x4.5 Yz8us	\$
A194 2h M27-3.0 Ansi	\$
Uss F/W 3/8 Zp Usa	\$
1/4-20 Wellnut Long	\$
#10-16 X 3/4" Philli	\$
M8x16 Yzincflatwashr	\$
M12x160 931-10.9hcsy	\$
M10x50 933-10.9 Hcsy	\$
M12x50 933-10.9 Hcsy	\$
M10 127 Brnzlockwshr	\$
4426 Rubber Grommet	\$
3/8-16x1-1/2 ECO HCS	\$
1/2-13x2 ECOGD HCS	\$
1/4"X1-1/2glvhex Lag	\$
3/8"Ecologkwsr	\$
#8bond Seal S/S	\$
Sae Thru-Hard 5/16yz	\$
5/16-18 NE Nylockyz8	\$
M8-1.25 Nylock Z	\$
M6 A4 S/S Din 9021	\$
M4 X 20 Hcs A-2	\$
M5 X 25 Hcs A-2	\$
M6 X 50 Hcs A-2	\$
M10 X 40 Hcs A-2	\$
M12 Hex Nut A-2	\$
M4 X 25 Shcs A-2	\$
M5 X 20 Shcs A-2	\$
M6 X 20 Shcs A-2	\$
M8 X 10 Shcs A-2	\$
M10 X 40 Shcs A-2	\$
M16 Flat Washer A-2	\$
M12 Fender Washer A2	\$
M8 Nylock Nut A2	\$
10.9hcs M6x20yz Ft	\$
10.9hcs M8x35yz Pt	\$
10.9hcs M12x70yz Pt	\$
10.9hcs M14x35yz Ft	\$
10.9hcs M16x80yz Pt	\$
M12-1.75d934 Hn Yz10	\$
8x3/4 OPHSMS T-A 316	\$
Tap Blt 3/8-16x2.5z5	\$
HCS 1/4-20 X 1 YZ8	\$
HCS 5/8-11 X 3 YZ8	\$
1/4"X2"Galvhex Lag	\$
5/16"X3-1/2glvhxlg	\$
Bhscs 8-32 X 1/2	\$
Bhscs 10-24 X 3/4	\$
Fhscs 5/16-18 X 3/4	\$
Sss Cp 5/16-18x1 1/2	\$
Sss Cp 3/8-24 X 3/8	\$

Cb5/16-18x3 Galv Keg	\$
Cb3/8-16x3 Galv Keg	\$
Pph Sms 6x3/8 Z Keg	\$
#10 Finish Washer	\$
Fend 1/4 X 1 Z	\$
Fend 5/16 X 1 1/2 Z	\$
Sae Thru Hd 1/2yz Kg	\$
Uss Thruhd 5/16yz Kg	\$
1/4-28 Hx Jam Nut Z	\$
Nylock Ne 7/16-14 Z	\$
Top Lk 1/4-28 Gr C	\$
Top Lk 9/16-18 Gr C	\$
Acorn 8-32	\$
Acorn 3/8-16	\$
Wing Cf 8-32 Z	\$
M8 9021 Fend Wash Z	\$
M16 9021 Fend Wash Z	\$
M3-0.5x10 12.9 SHCS	\$
M6-1.0x80 12.9 SHCS	\$
12.9 Shcs 12-1.75x30	\$
12.9 Shcs 12-1.75x50	\$
Mm Sss Cp 6 X 6	\$
Bhscs M4-0.7 X 10	\$
3/8x2.75wdgexpnanchr	\$
1/2-13x2-3/4 HCS S/S	\$
12-24 Ms Nut S/S	\$
S/S FW 5/16x7/8 O.D.	\$
S/S LW 5/8	\$
S/S Shcs 6-32 X 3/8	\$
#8s Brass F/W	\$
10-24x3/4 Bras RSLMS	\$
3/8"X5"Galvhex Lag	\$
Bond Seal S/S #8	\$
5/8"-11 Grade C Zinc	\$
M16-2.0x60 12.9 SHCS	\$
Bk Up Wash 1/8 Steel	\$
Bkup Wash 3/16 Steel	\$
3/4" E-Clip	\$
M8 X 40 Hcs A-2	\$
M16 X 60 Hcs A-2	\$
M6 X 40 Shcs A-2	\$
M6 Flat Washer A-2	\$
M12 Flat Washer A-2	\$
<b>Total</b>	<b>\$</b>

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

## **Samples**

VIT reserves the right to request samples of any supplies at no cost to VIT.

All bidders at VIT's request must furnish a complete specification of the products they plan to furnish.

## **Storage Containers**

The contractor shall furnish at no cost to VIT all racks and bins necessary to stock the fasteners. Existing bins may be used (i) if they are adequate to provide for the appropriate stocking level required by VIT and (ii) if the designated VIT representative at the specific terminal approves the use of the existing bins. All racks and bins furnished will become the property of VIT.

All new or existing racks and bins must be labeled with a part description and the contractor and VIT's part number so that VIT personnel can reorder new parts with ease.

## **Continuing Services Requirements**

1. Normal Services
  - a. The vendor must be available to visit any terminal when requested by VIT personnel within a reasonable amount of time, within two days. This is necessary to ensure that any problems at the terminals can be addressed by the Contractor in person.
2. Special or Emergency Service
  - a. Occasionally, locations may need a special or rush order of a particular item. The supplier should have a sales representative who is available to accommodate such requests within one day.

## **Ordering of Fasteners**

All orders will be verified prior to the contractor order by the designated VIT representative or designee. These are the only individuals authorized to purchase or order parts.

VIT reserves the right to withhold payment for any order that does not have prior approval from a designated VIT representative or designee. Any unauthorized orders that are filled by the contractor shall be construed as a breach of this contract subject to Termination for Default. However, failure to invoke this action in any one instance does not preclude invoking this clause in subsequent occurrences.

It is the responsibility of the contractor to ensure that the correct part gets to the correct terminal. In the event that the wrong part gets shipped, it shall be the responsibility of the contractor to take the part back at no cost to VIT, where the mistake was on the part of the Contractor.

## **Stocking of Fasteners**

Orders will be stocked by the Contractor to the specified terminal, within 72 hours of placing the order. All deliveries must be accompanied by packaging slips that have the VIT Purchase Order number, an item description, quantity and price.

## **Service Locations**

**Norfolk International Terminals (NIT)**  
(Vehicle, Crane, Facility Maintenance Facilities)

7737 Hampton Blvd.

Norfolk, VA 23505

Primary Point of Contact: Ty Herron @ (757) 317-4212, [therron@portofvirginia.com](mailto:therron@portofvirginia.com)

Secondary Point of Contact: Rich Langley @ (757) 567-3031, [rlangley@vit.org](mailto:rlangley@vit.org)

### **Portsmouth Operations Center (POC)**

Tunnel Facility Dr.

Portsmouth, VA 23707

Primary Point of Contact: Ty Herron @ (757) 317-4212, [therron@portofvirginia.com](mailto:therron@portofvirginia.com)

Secondary Point of Contact: Frank Bogue @ (757) 686-6010, [fbogue@vit.org](mailto:fbogue@vit.org)

### **Virginia International Gateway**

(Vehicle, Crane, Facility Maintenance Facilities)

1000 Virginia International Gateway Boulevard Portsmouth, VA 23703

Primary Point of Contact: Ty Herron @ (757) 317-4212, [therron@portofvirginia.com](mailto:therron@portofvirginia.com)

Secondary Point of Contact: Rich Langley @ (757) 567-3031, [rlangley@vit.org](mailto:rlangley@vit.org)

## **Acceptance and Payment**

All orders must be received by the designated VIT representative or designee at each terminal. The designated VIT representative or designee will sign to signify acceptance and accuracy of the order. Payment will not occur until after goods have been received and accepted.

Once the contract is awarded, the list of the designated VIT representatives and their designees will be provided.

VIT reserves the right to limit items from the catalog and/or the method of ordering, delivering, and acceptance of items.

## **Catalogue(s) or Online access**

All contractors must submit current catalogue(s) and current price list(s) used with a transmittal letter indicating in writing the effective dates of the catalog, and any other additional information that outlines the pricing that will be given to VIT.

Once the contract is awarded, the successful bidder must submit at least 10 copies of their current catalog to VIT. In addition, prior to any update or new catalog, VIT must first be notified in a letter clearly stating the effective dates of new catalogues or update, and must include at least 6 copies of the new or updated catalog. The letter should be addressed to the Contract Administrator and the Procurement & Real Estate Department.

## **Telephone Service Requirement**

VIT requires that all bidders and the successful contractor have an established place of business and have telephone service during normal working hours (8:00 am to 5:00 pm) five days a week for the duration of the contract. Any partial or full use of telephone answering services or devices are not acceptable and your bid/contract will be rejected/cancelled.

## **Reduction in Prices**

If a contract award is made, the Contractor agrees that if prices are reduced to the general trade during the period of the contract, VIT shall receive the benefit of such reduction immediately when the recognized price to the general trade becomes lower than the price at which the award is made, or when the contractor under this bid reduces his own price below the price named in the award.



## General Specifications for Fasteners

It is the purpose of these specifications to provide standards and specifications for fasteners purchased by VIT.

All fasteners shipped must be in compliance with all applicable SAE., ASTM and ANSI standards.

The manufacturer logo or recognized distributors logo must be stamped on the head of all hex head bolts for identification and must be traceable. Grade marking shall be marked on all hex head bolts and nuts.

## Technical Specifications for Fasteners

- I. Hex Head Bolts
  - a. Material - The material used for the steel screws shall conform to SAE J429 Grade 8 or ASTM A354, grade DB for bolt diameters 3/8" or greater. Steel screws that are 5/16" or less in diameter shall adhere to SAE J429 Grade 5 or ASTM A449 specifications
  - b. Identification Symbols - All hex bolts shall be clearly marked with the SAE Grade symbol hash marks and will possess the manufacturer's identification symbol on the bolt head. The supplier must have documents and or packaging at the time of deliver that indicate size, length, type, grade, place of manufacture and lot number or date code.
  - c. Thread type - All hex head bolt threads shall be rolled and conform to the Unified Coarse and Fine System. Bolt threads shall conform to Class 2A specifications.
- II. Hex Nuts
  - a. Material - The metal composition for the hex nuts shall be matched to the material from which the hex bolts are made.
  - b. Identification Symbols - All hex nuts shall have grade marking that indicate with which hex bolt system they are compatible. The nut must also possess the manufacturer's symbol stamped into the face of the nut. The supplier must have documents and/or packaging at the time of delivery that indicates size, type, grade, place of manufacture and lot number or date code.
  - c. Thread type - All nut threads will be rolled and conform to the Unified Thread System for both coarse and fine threads. All nut threads shall adhere to the 28 Classification for thread fit.
- III. Lock Nuts
  - a. Material - All lock nuts shall have a minimum proof load strength of 180,000 psi, meet or exceed IFI-100/107 AND 101 Specifications and follow MIL- STD-1312-7 for vibration standards.
    - i. Thread Type - All lock nuts shall use thread distortion at the top of the nut for mechanical locking of the threads. Threads shall conform to the Unified Coarse and Fine System. The thread classification shall be 28 with the exception of the distorted threads.
  - b. Lubrication - All nuts of this type shall be pre-lubricated as identified in the IFI- 100/107 and 101 Specifications
- IV. Flat Washers
  - a. Material - All flat washers shall be made from medium carbon 1050-1060 steel, quenched and tempered to a hardness of Rockwell 38. All washers will be plated for corrosion resistance.
  - b. Type - All flat washer for the fastener system shall conform to SAE, USS and ANSI
    - i. 8.18.22. I Dimensional Specifications.
- V. Nylon Insert Nuts
  - a. Locking ring must be made from a polyamide that creates a locking action a full 360 degrees around the thread. Nut and nylon insert must withstand temperatures up to 250 degrees F and resistant to organic acid, solvents, oil, organic salts, caustics and mineral salt.

- VI. Miscellaneous Fasteners
  - a. All fasteners, other than those outlined above, such as cotter pins, rivets, locking nuts, etc., shall adhere to all material, dimensional and type specifications as outlined in ASTM, SAE and IFI Standards and Specification Manuals.
- VII. Certification
  - a. The supplier shall furnish documents of Certification for all fasteners. The contractor will also supply names and location for manufactures that stock the Supplier.

### **Trace-ability and Quality Assurance**

Full trace-ability of fasteners to origin of manufacturer is required. Packaging must contain lot codes for trace-ability.

All fasteners supplied by the contractor shall be packed with a coding system that will enable the contractor and VIT personnel to trace wrong, sub-standard, or damaged material.

### **Transportation Worker Identification Credential (TWIC) Service/Delivery Driver(s) Qualifications**

The service/delivery driver(s) are required to operate in accordance with all local, State, and Federal regulations pertaining to the transport, storage, and delivery of the material.

#### **Transportation Worker Identification Credential**

Pursuant to the Maritime Transportation Security Act of 2006 (MTSA), Congress established the Transportation Worker Identification Credential (TWIC) Program which is administered by the Transportation Security Administration (TSA) and U.S. Coast Guard. TWICs are tamper-resistant biometric credentials that will be issued to workers who require unescorted access to secure areas of ports, vessels, outer continental shelf facilities and all credentialed merchant mariners. Prior to the start of Work, the TWIC credentials will be required in order to gain unescorted access to restricted areas at the facility. Therefore, the Contractor will be responsible to ensure that the Contractor and its employees, at the facility, obtain, possess and display a valid TWIC photo identification card at all times. To obtain a TWIC, an employee must provide biographic and biometric information, such as fingerprints, sit for a digital photograph, successfully pass a security threat assessment conducted by TSA and be required to undergo a background screening, which includes a criminal history record check, an immigration status confirmation and a terrorist watch list review. Additional information is available on the TSA website at <http://www.tsa.gov/twic>. Any employee who is unable to obtain and possess a valid TWIC photo identification card will be denied access to the facility. All costs associated with the TWIC credential shall be borne by the Contractor.

**EXHIBIT D**

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

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 bidder/offeror 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 bidder/offeror 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 bidder/offeror is not required to be so authorized.

If this bid/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 check the appropriate line below and provide the requested information:

A.  Bidder/offeror 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.  Bidder/offeror 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.  Bidder/offeror 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 Bidder/Offeror is not required to be authorized to transact business in Virginia.**

D.  Bidder/offeror currently have a pending application before the SCC for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals (VIT reserves the right to determine in its sole discretion whether to allow such waiver)

\_\_\_\_\_  
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 IFB/RFP)**

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

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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.



EXHIBIT G

Request for Taxpayer Identification Number and Certification

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

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

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

Form fields 1-7: Name, Business name, Tax classification, Exemptions, Address, City, ZIP code, List account number(s).

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.

Social security number and Employer identification number input boxes.

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.

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number...
2. I am not subject to backup withholding because...
3. I am a U.S. citizen or other U.S. person...
4. The FATCA code(s) entered on this form... 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.

Sign Here section with Signature of U.S. person and Date fields.

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.

- 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 IFB/RFP 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 (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
<b>Totals \$</b>					



## 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.
<b>Totals</b>							

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 IFB/RFP)**

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