



THE PORT OF
VIRGINIA®

VIRGINIA INTERNATIONAL TERMINALS, LLC

Request For Proposals

RFP #2022-09-VIT

8,000lb Electric Forklifts

REQUEST FOR PROPOSALS (RFP)

TRANSMITTAL PAGE

Title: 8,000lb Electric Forklifts

RFP: 2022-09-VIT

Issue Date: November 1, 2021

Issuing Agency: Virginia International Terminals, LLC (VIT)

Virginia International Terminals, LLC (VIT) is seeking proposals for Five (5) 8,000lb Electric Forklifts to include the option to purchase up to an additional twenty (20). 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 option 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 2022-09-VIT" in the subject line followed by the Respondent's name. Questions may only be submitted electronically no later than 2:00 p.m. EST November 19, 2021.

Proposals will be received until 2:00 p.m. EST December 1, 2021, an electronic copy of each proposal 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 goods 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 2022-09-VIT
Sections I through VI

I. Purpose of the RFP The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified Offerors for five (5) 8,000lb forklifts to include the option to purchase up to an additional twenty (20).

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 five (5) 8,000lb to include the option to purchase up to an additional twenty (20). The Contractor(s) selected shall furnish the goods in accordance with Exhibit C, Scope of Work.

III. Proposal Preparation and Submission Requirements In order to be considered for selection, Offerors must submit a complete response to this RFP. A complete response includes a return of the signed RFP cover pages attached to the Offeror’s proposal as well as any Addenda that may be issued and all applicable Exhibits. All distribution of documents, questions and answers will be posted to <http://www.portofvirginia.com/about/policies/procurement/>. **RFP responses must be received by 2:00 PM EDT, December 1, 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.

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
	After Sales Support (Parts & Labor)	25
	Sustainability	20
	Price	20
	Technical Features & Safety	10
	SWaM	10
	Warranty, Schedule of Delivery, and Final Acceptance	10

VI. Award of the Contract

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

The undersigned Offeror proposes to furnish the following in accordance with the Contract documents, including any Addenda issued, for the 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 goods 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 goods included in the scope of the Contract.

Signature _____

Legal Representative of Firm

Printed Name

Date

EXHIBIT A
GENERAL TERMS AND CONDITIONS

1. ADVERTISING
2. ANNOUNCEMENT OF AWARD
3. ANTI-DISCRIMINATION
4. ANTITRUST
5. APPLICABLE LAWS AND COURTS
6. ASSIGNMENT AND SUBCONTRACTING
7. AUDIT
8. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH
9. AVAILABILITY OF FUNDS
10. BEST AND FINAL OFFER
11. CHANGES TO THE CONTRACT
12. CLARIFICATION OF TERMS
13. COMPLIANCE WITH ALL LAWS AND REGULATIONS
14. CONFIDENTIAL RELATIONSHIP
15. DEBARMENT STATUS
16. DEFAULT
17. DRUG FREE WORKPLACE POLICY STATEMENT
18. ETHICS IN CONTRACTING
19. FORCE MAJEURE
20. GENERAL RELATIONSHIP
21. IMMIGRATION REFORM AND CONTROL ACT OF 1986
22. INDEMNIFICATION
23. LIMITATION OF LIABILITY
24. MANDATORY USE OF FORM AND TERMS AND CONDITIONS OF RFPS
25. NO ORAL MODIFICATIONS TO THE CONTRACT
26. OPERATING AUTHORITY AND CREDENTIALS
27. PAYMENT TERMS
28. PRECEDENCE OF TERMS
29. PRIME CONTRACTOR RESPONSIBILITIES
30. PROCUREMENT AND CAPITAL OUTLAY MANUAL
31. PROPOSAL ACCEPTANCE PERIOD
32. PROPOSAL PRICE CURRENCY
33. QUALIFICATIONS OF PROPOSERS
34. REPRESENTATIONS
35. STRICT LOYALTY
36. SUBCONTRACTS
37. TAXES
38. TERMINATION AND SUSPENSION
39. 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 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 the DGS/DPS eVA VBO (www.eva.virginia.gov).

3. ANTI-DISCRIMINATION:

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

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

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

4. ANTITRUST:

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

5. APPLICABLE LAWS AND COURTS:

This 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. Any litigation with respect to such Contract shall be brought in the courts of the Commonwealth of Virginia in the City of Norfolk.

6. ASSIGNMENT AND SUBCONTRACTING:

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

7. AUDIT:

The Contractor hereby agrees to keep adequate records of any direct labor costs and all other costs of the performance of this Contract and to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. VIT, its authorized agents, and/or State auditors shall have full access to, and the full right to examine, any of said materials during said period.

8. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:

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

9. AVAILABILITY OF FUNDS:

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

10. 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.

11. CHANGES TO THE CONTRACT:

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

1. VIT may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as the method of packing or shipment, the place of delivery or installation, and changes in the specifications, including drawings and designs. The Contractor shall comply with the notice upon receipt. The Contractor shall be

compensated for any additional costs incurred as the result of such order and shall give VIT a credit for any savings. Said compensation shall be determined by one of the following methods:

- a) By mutual agreement between the parties in writing; or
- b) By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounting for the number of units of work performed, subject to VIT's right to audit the Contractor's records and/or to determine the correct number of units independently; or
- c) By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present VIT with all vouchers and records of expenses incurred and savings realized. VIT shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to VIT within thirty (30) days from the date of receipt of the written order from VIT. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of VIT Procurement and Capital Outlay Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by VIT or with the performance of the Contract generally.

2. The parties may agree in writing to modify the scope of the Contract. Any increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract. Notwithstanding any other provisions of the Contract or any document referenced therein, VIT's Head of Procurement, or his designee are 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 VIT's Head of Procurement or their designee. 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.

12. CLARIFICATION OF TERMS:

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

13. 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.

14. CONFIDENTIAL RELATIONSHIP:

The Contractor shall keep in strictest confidence, and treat as proprietary to both VPA and its operating affiliate, Virginia International Terminals, LLC, 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.

15. 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.

16. DEFAULT:

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

17. DRUG FREE WORKPLACE POLICY STATEMENT:

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

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.

18. ETHICS IN CONTRACTING:

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

19. 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.

20. 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.

21. 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.

22. INDEMNIFICATION:

The Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, the Virginia Port Authority, Virginia International Terminals, LLC, HRCP II, LLC and their officers, agents, and employees from any claims, damages and actions on account of bodily injury (including sickness and death) or damage to property, whether at law or in equity, arising from or caused by the use of any materials, goods, equipment, or services of any kind or nature furnished by the Contractor except to the extent that such liability is caused by or is attributable to the sole negligence of the Commonwealth of Virginia, the Virginia Port Authority, or Virginia International Terminals, LLC or Hampton Roads Chassis Pool II.

23. LIMITATION OF LIABILITY:

To the extent permitted by applicable 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.

24. 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 Terms and Conditions or Special Terms 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.

25. 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.

26. 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*.

27. PAYMENT TERMS:

Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to Virginia International Terminals: Attention Accounts Payable at

APinvoices@vit.org or in the event Contractor does not have email, invoices may be mailed to P.O. Box 1387, Norfolk, Virginia 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.

28. 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.

29. 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.

30. PROCUREMENT AND CAPITAL OUTLAY MANUAL:

This solicitation is subject to the provisions of the VIT Procurement and Capital Outlay Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual may be obtained by requesting via e-mail at proposalsVPA@portofvirginia.com only.

31. 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.

32. PROPOSAL PRICE CURRENCY:

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

33. QUALIFICATIONS OF PROPOSERS:

VIT may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to 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 or furnish the item(s) contemplated therein.

34. 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 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.

35. STRICT LOYALTY:

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

36. SUBCONTRACTS:

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

37. TAXES:

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

38. TERMINATION AND SUSPENSION:

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

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

39. TERMINATION FOR CONVENIENCE:

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

EXHIBIT B
SPECIAL TERMS AND CONDITIONS

1. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION
2. CONTRACTOR'S TITLE TO MATERIALS
3. DELIVERY
4. DELIVERY NOTIFICATION
5. EXTRA CHARGES NOT ALLOWED
6. FINAL INSPECTION
7. INSTALLATION
8. INSURANCE
9. LABELING OF HAZARDOUS SUBSTANCES
10. MAINTENANCE MANUALS
11. MATERIAL SAFETY DATA SHEETS
12. NEGOTIATION WITH THE LOWEST BIDDER
13. NEW FEATURES
14. PREVENTATIVE MAINTENANCE
15. PRODUCT AVAILABILITY/SUBSTITUTION
16. PRODUCT ASSEMBLY
17. QUANTITIES
18. RISK OF LOSS
19. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE
20. TESTING, INSPECTION AND FINAL ACCEPTANCE
21. TRAINING IN OPERATION AND MAINTENANCE OF EQUIPMENT
22. TRANSPORTATION AND PACKAGING
23. WARRANTY
24. WARRANTY (COMMERCIAL)
25. WORK SITE DAMAGES

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. **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.
3. **DELIVERY:** Delivery of goods shall be within the number of calendar days stated below after receipt of order (ARO) by the offeror. 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 delivered time: **60 calendar days ARO**

BIDDER'S/OFFEROR'S STATED DELIVERY TIME: _____ CALENDAR DAYS ARO

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

Name: Travis Hill

Contact:

757-567-1441

5. **EXTRA CHARGES NOT ALLOWED:** The Contract price shall be for complete installation ready for use, and shall include all applicable freight and installation charges; extra charges will not be allowed, except as may be allowed under Paragraph 11. (Changes to the Contract) of the General Terms and Conditions.
6. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
7. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

8. **INSURANCE**: Contractor and its subcontractor(s), if any, must procure the following insurance policies and coverages and maintain them during the entire term of the Contract, unless stated otherwise herein. All liability insurance policies must be primary and noncontributory to any other insurance. Further all required insurance policies must be procured from underwriters authorized to transact business and sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission.
- a) Contractor must, for each Forklift, procure and maintain insurance covering all components thereof, and further covering all of the Work and other services and activities to be performed under the provisions of this Contract. Each insurance policy shall have coverage limits in compliance the requirements set forth in the Contract and approved by VIT. Insurance companies must have an A.M. Best financial rating of A- or better and size rating of VII or larger Contractor shall purchase and maintain the following listed insurance for the Contract.
 - b) An All Risks Cargo Insurance Policy (including Marine) including war, riot, strike and civil commotion coverage (or the nearest equivalent thereto which is commercially available) on the Forklifts, but in no event covering for less than an all risk basis during loading and unloading, and all components thereof while being transported between sites. Sites including, but not limited to, the Fabrication Site, Assembly Site, and the Facilities. VIT shall be named the 'loss payee' under the policy.
 - c) A Comprehensive General Liability Insurance Policy, including products and completed operation coverage, as follows: Bodily Injury and Property Damage with Liability limits not less than U.S. Five Million Dollars (U.S. \$5,000,000) per occurrence limits. This policy must be written on an ISO CGL form CG 00 01 04 13 or equivalent form and must include standard Contractual Liability wording, Broad Form Property Damage and Products & Completed Operations Coverage. The required limits can be met by using a combination of local and global primary M/CGL and Excess/Umbrella Liability that must follow form and provide no less coverage than the primary policy.
 - d) Commercial Automobile Liability insurance on an 'any auto' basis with liability limits not less than Two Million Dollars (U.S. \$2,000,000) per occurrence combined single limit. The liability limits may be met with a combination of primary automobile liability insurance and an Excess/Umbrella liability policy. The Excess/Umbrella liability policy must follow form and provide no less coverage than the primary policy, if applicable.
 - e) Contractor's Pollution Liability insurance with liability limits not less than One Million Dollars (U.S. \$1,000,000) per occurrence limits.
 - f) Employer's Liability insurance with liability limits not less than One Million Dollars (U.S. \$1 Million) per occurrence.
 - g) U.S. Jones Act coverage in accordance with federal law and under the U.S. general maritime law, if applicable.
 - h) Inland Marine insurance with liability limits not less than One Million Dollars (U.S. \$1,000,000) per occurrence limits, if applicable.
 - i) Contractor agrees to provide liability and other employment related coverage for

their employees overseas performing the Work and other obligations under this Contract in such amounts and in such form as shall be approved by VIT. If Contractor's employees travel to the Commonwealth of Virginia to perform the Work on the Forklifts, Contractor shall obtain Workers' Compensation Insurance with limits and benefits in compliance with Virginia law and obtain an endorsement waiving subrogation and contractual indemnity in favor of VIT. Further Contractor shall obtain an endorsement to its workers' compensation policy providing benefits under the federal Longshore and Harbor Workers' Compensation Act, 33 U.S.C. §901 *et seq.*

- j) Contractor must maintain insurance in compliance with the foregoing requirements until Final Acceptance of all Forklifts by an authorized VIT representative.
- k) Each insurance policy must be taken out in the name of the Contractor as the principal insured party and the Virginia Port Authority, Virginia International Terminals, LLC, Virginia International Gateway, Inc. and HRCP II, LLC must be add as additional insureds (with the additional named insured requirement for general liability policy being on an ISO form CG20- 10, 04/13 edition, or equivalent). All policies will contain a clause stating that each such policy is Primary and noncontributory to any other insurance. The existence of any self-insured retentions (SIRS) over which the required policies apply must be disclosed to and approved by VIT. Each policy shall require the insurer to give VIT at least thirty (30) days prior written notice, via certified mail, return receipt requested, at the addresses for notices to VIT stated herein.
- l) Solely with respect to any part of the Work being performed at the Facilities, without any limitation to any requirement of the Contractor provided in this Contract and except as otherwise permitted in writing by VIT, the Contractor shall ensure that each of its Subcontractors performing any of the Work shall maintain the same insurance as required of the Contractor herein. Before permitting any subcontractor to perform any Work, the Contractor shall obtain copies of insurance certificates for each policy of insurance for each subcontractor evidencing that such subcontractor has obtained the required insurance. A copy of each such certificate must be provided to VIT. The Contractor's insurance policies shall also cover each subcontractor.
- m) If the Contractor fails to keep in force any of the insurance required under this Contract, or fails to provide the certificates in accordance with this Contract, VIT shall have the right, but not the obligation, without prejudice to any other right or remedy, to effect insurance for the coverage relevant to such default, and pay the premiums due. Such payments shall be recoverable from the Contractor by VIT, and may be deducted by VIT from any monies due, or to become due, to the Contractor.
- n) All insurance policies must provide that losses thereunder will be payable to VIT and the Contractor, as their respective interests may appear. However, the policies or certificates may provide that, unless the underwriters will have been otherwise instructed in writing from VIT.
- o) In the case of any loss or claim (other than a loss or claim covered by clause (a)

above or other than a total or constructive total loss of any Forklift, or other than a loss resulting from a requisition of title to any Forklift under any insurance with respect to any Forklift or any of its components, or any liability in respect thereof) the underwriters may pay directly for the liability or other charges involved or, if repaired, the damage and the paid cost thereof or discharge the liability of other paid charges and, if the underwriters will have first received evidence thereof, may pay the Contractor as reimbursement therefor; provided, however, if such damage or liability involves a loss or claim in excess of \$10,000 the underwriters will not make such payment without first obtaining the written consent of VIT, which consent will not be unreasonably withheld.

- p) In the event of loss of any Forklift or parts thereof prior to the time that the risk of loss for such Forklift has passed to VIT, the Contractor will undertake the repair, salvage, and seek recovery thereunder, at its sole cost and expense, on a timetable reasonably acceptable to VIT and will assume the sole responsibility, direction and control of such undertaking, keeping VIT advised of all developments in a timely manner. However, the Contractor will conduct such operations as expeditiously as possible and in a manner that will not interfere with VIT's normal operations and will comply with all VIT reasonable requests in this regard.

9. **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.
10. **MAINTENANCE MANUALS:** The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
11. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets and descriptive literature shall be provided with the bid/proposal for each chemical and/or compound offered. Failure on the part of the bidder/offeror to submit such data sheets may be cause for declaring the bid/proposal as nonresponsive.
12. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, VIT reserves the right to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to 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.

- 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 11, 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. PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contact Officer. VIT may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
- 16. PRODUCT ASSEMBLY:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- 17. QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- 18. RISK OF LOSS:** The Contractor assumes the risk of, and shall be responsible for, any loss or damage to the items furnished under the Contract until its delivery to VIT. The Contractor's risk and loss shall be limited to the scope of work.
- 19. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small businesses. This shall include 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 participation in this contract be consistent with the VIT SWAM Plan.
- 20. 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.

- 21. TRAINING IN OPERATION AND MAINTENANCE OF EQUIPMENT:** The Contractor, in conjunction with its subcontractors and suppliers, shall provide VIT's personnel with instruction in the proper operation and maintenance of the items and related controls provided under the Contract.
- 22. TRANSPORTATION AND PACKAGING:** By submitting their proposals, all Offerors certify and warrant that the price offered includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description and quantity.
- 23. WARRANTY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period to be described in Contractor's proposal. Should any defect be noted by the owner, the Senior 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.
- 24. WARRANTY (COMMERCIAL):** The contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods 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.
- 25. 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.

SCOPE OF WORK

SPECIFICATION:

Please respond completely and factually to each item specified. “As Specified” or “Complies” are not considered adequate responses and your bid will be found “**Non-Responsive**”, Submit with bid form.

	8,000LB ELECTRIC FORKLIFT DESCRIPTION	MANUFACTURER’S SPECIFICATIONS
1.	<p>GENERAL:</p> <p>The intended use for the forklifts are as follows:</p> <ul style="list-style-type: none"> • Primary use will be on Virginia International Gateway (VIG) marine terminal pier moving stacking pins buckets weighing 4,000 lbs. • Secondary use to work inside containers to work in and around containers transferring freight from one container into another container • Tertiary use in reefer service areas moving generators requiring a lift up to 132”. <p>An option may be exercised at later date for additional units</p>	
2.	<p>ELECTRIC DRIVE TRAIN</p> <ul style="list-style-type: none"> • All electric design compatible with 480VAC-3 phase shore power • Include applicable chargers compatible with shore power requirements noted above • Design capable of traveling 12 MPH without load • Neutral safety switch • Please list battery energy in KWH _____ • No forklift functions are allowed while plugged into charger. 	
3.	<p>MAST:</p> <ul style="list-style-type: none"> • Outer dimensions of forklift must fit inside a standard ISO 8’-6” container • Lowered mast height should not exceed 92” • Raised mast height should not exceed 132” • Maximum allowable visibility through the mast • Load backrest forks • Maximum mast tilt of 8° 	
4.	<p>FORKS:</p> <ul style="list-style-type: none"> • 48” blades • Applicable load center to handle lifting capacity and blades • Hose connections shall be American standard fittings or easily sourced locally 	

5.	WHEELS & TIRES <ul style="list-style-type: none"> • Suited for outdoor use on asphalt and concrete. 	
6.	OPERATOR AREA <ul style="list-style-type: none"> • Overhead guard as protection from falling objects. Guard shall be covered with clear plexiglass material to protect from light rain • Seat shall be equipped with orange shoulder harness seat belt. • Seat shall be heavy duty black cloth or equivalent • Integral side shift controls with independent blade controls. • Display with battery voltage, battery charge and hour meter as a minimum. • If CANBUS is offered, include all necessary licensed software, ports and cables in order for a mechanic to troubleshoot • Levers clearly marked to perform all operations • Tilt steering wheel with knob 	
7.	LIGHTS/ALARMS <ul style="list-style-type: none"> • Sufficient LED work lighting for traveling and working during night time hours, both forward, aft and above cab to see working area • Audible back up alarm activated by reversing direction • Sufficient amber LED Strobes for visibility • Strobes shall be activated by forward or reverse motion • Lights shall be outfitted with a timer to shut down if lights are on and unit is idle for longer than 5 minutes 	
8.	WARRANTY PARTS <ul style="list-style-type: none"> • A minimum of 12 Months Manufacturer's Warranty on machine with a 36 Months electric drive system. • All parts and service shall be available within 50 miles radius of the Port of Virginia. 	
9.	LITERATURE & NAMEPLATE <ul style="list-style-type: none"> • English Literature, three (3) sets of technical, service and parts manuals • One copy of the same noted above on electronic medium. 	
10.	DELIVERY/DELIVERY LOCATIONS <ul style="list-style-type: none"> • The forklifts shall be fully assembled at the Manufacturer/Vendor's facility and tested for full functionality prior to delivery. • Delivery to Virginia International Gateway: 1000 Virginia International Gateway Boulevard Portsmouth, VA 23703 	

11.	<p>TRAINING</p> <ul style="list-style-type: none"> • Training materials and classroom training for up to 10 (ten) mechanics on maintenance, schematics, service and troubleshooting with factory representative or qualified trainer <p>Include proposed training schedule and curriculum.</p>	
12.	<p>OPTIONS</p> <ul style="list-style-type: none"> • List and price any additional options which may suit this purpose. • Option which are outside of the above listed specifications will still be considered in the review process. However, only the price for the specific forklift will be considered for costs. 	
13.	<p>Point of Contact:</p> <p>Dan Demers Director, Maintenance Office: 757-686-6411 Email: ddemers@vit.org</p>	

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: _____

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.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>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.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

EXHIBIT H
SWAM BUSINESS SUBCONTRACTING PLAN
(Submit with 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 (SBSB) **check all that apply below:**

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

Certification number: _____

Certification date: _____

Section B

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

Proposed SWaM Plan

Plans for Utilization of SBSD-Certified Businesses for this Procurement

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

Section C

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

Good Faith Effort Indicators by the Bidder/Offeror

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

Exhibit I
Monthly SWAM Subcontractor Payment Report

**TO BE SUBMITTED MONTHLY WITH EACH PRIME CONTRACTOR'S INVOICE
TO AP AND PROCUREMENT**

PRIME CONTRACTOR'S NAME: _____

PROJECT NAME: _____

CONTRACT NUMBER: _____

MONTH ENDING DATE: _____

QUARTER ENDING DATE: _____

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

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

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

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

EXHIBIT J

Hazardous Substance Self-Disclosure

(Submit with 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