



VIRGINIA INTERNATIONAL TERMINALS

Invitation for Bids

IFB #2022-47-VIT

Petroleum Distillates Services



GENERAL INFORMATION	
INVITATION FOR BIDS TITLE	Petroleum Distillates Services
INVITATION FOR BIDS (IFB) NO:	2022-47-VIT
ISSUE DATE:	May 11, 2022
GENERAL DESCRIPTION:	The purpose of this Invitation for Bids (IFB) is to solicit bids to establish a Contract through competitive sealed bidding for the purchase of petroleum distillate services.
DIRECT INQUIRIES FOR INFORMATION TO:	Meg Mergenmeier at proposals@vit.org *Deadline for questions: May 27, 2022 @ 2:00 p.m. to proposals@vit.org
OPTIONAL SITE VISITS:	Schedule between May 23-27 between 8am-5pm through proposals@vit.org
BIDS DUE DATE:	June 10, 2022 @ 2:00 p.m. to proposals@vit.org
CONTRACT TERM:	One (1) year, to renew automatically for four (4) additional one-year periods unless earlier terminated in writing by VIT.
EXPECTED DELIVERY:	NA
ITEMS TO BE RETURNED (as your response to this solicitation):	THIS IFB CONSISTS OF THE COVER PAGES, and EXHIBIT A – GENERAL TERMS AND CONDITIONS EXHIBIT B – SPECIAL TERMS AND CONDITIONS EXHIBIT C – 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
Name and Address of Bidder	By
	<hr/> Signature <hr/> Title Date <hr/> Telephone Number <hr/> Email

VIRGINIA INTERNATIONAL TERMINALS
Invitation For Bids #2022-47-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 Petroleum Distillates Services.
- 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 Petroleum Distillates Services. 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/who-we-are/our-policies/>. **IFB responses must be received by 2:00 PM EDT, June 10, 2022.** Responses shall be emailed to proposals@vit.org. Bids shall be signed by an authorized representative of the Bidder. Failure to submit all information requested may result in: (1) VIT requiring prompt submission of missing information or (2) VIT rejecting the bid as being non-responsive. The Virginia International Terminals will not be responsible for delays in the delivery of responses. VIT's mail exchange server has a limit of 50 MB for incoming bids. Bidders need to be aware that their internet service provider (ISP) may have a maximum server limit less than 50 MB, which could hinder responses from being delivered to VIT. VIT will not be responsible for responses not received due to these limitations and no special consideration shall be given to such responses. It is the sole responsibility of the Bidder to ensure that its response reaches proposals@vit.org by the designated date and hour.
- IV. Ownership of Data Submitted Pursuant to the IFB Ownership of all data, materials and documentation prepared for VIT pursuant to the IFB shall belong exclusively to VIT. However, proprietary information or trade secrets submitted by a Bidder shall not be subject to public disclosure. The Bidder must, with specificity, identify those portions of its bid, which are proprietary. Bidders may not designate all of a bid "proprietary" and any attempt to do so may result in rejection of the bid.
- V. Award of the Contract Selection shall be made of Bidder deemed to be fully qualified and best suited among those bids submitted. Negotiations shall be conducted with the Bidder so selected if pricing exceeds amount budgeted. Price shall be considered, but need not be the sole determining factor. The Virginia International Terminals may cancel this Invitation For Bid or reject bids at any time prior to an award, and is not required to furnish a statement of the reason why a particular bid was not deemed to be the most advantageous. Should the Virginia International Terminals determine in writing and in its sole discretion that only one Bidder is fully qualified, or that one Bidder is clearly more highly qualified than the others under consideration, a Contract may be awarded to that Bidder. The award document will be a Contract incorporating by reference all the

requirements, terms and conditions of the solicitation and the Contractor's bid. VIT intends to award a Contract to a single Bidder, however, if VIT determines it is in its best interest to do so, VIT reserves the right at its sole discretion to award a Contract to more than one Bidder and/or split the order among Bidders.

The undersigned bidder proposes to furnish the following in accordance with the contract documents, including any Addenda issued, for the prices quoted in Exhibit C, Scope of Work.

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. ANNOUNCEMENT OF AWARD
3. ANTI-DISCRIMINATION
4. ANTITRUST
5. APPLICABLE LAWS AND COURTS
6. ASSIGNMENT AND SUBCONTRACTING
7. AUDIT
8. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH
9. BEST AND FINAL OFFER
10. BID ACCEPTANCE PERIOD
11. BID PRICE CURRENCY
12. CHANGES TO THE CONTRACT
13. CLARIFICATION OF TERMS
14. COMPLIANCE WITH ALL LAWS AND REGULATIONS
15. CONFIDENTIAL RELATIONSHIP
16. DEBARMENT STATUS
17. DEFAULT
18. DRUG FREE WORKPLACE POLICY STATEMENT
19. ETHICS IN CONTRACTING
20. FORCE MAJEURE
21. GENERAL RELATIONSHIP
22. IMMIGRATION REFORM AND CONTROL ACT OF 1986
23. INDEMNIFICATION
24. LIMITATION OF LIABILITY
25. MANDATORY USE OF FORM AND TERMS AND CONDITIONS OF IFBS
26. NO ORAL MODIFICATIONS TO THE CONTRACT
27. OPERATING AUTHORITY AND CREDENTIALS
28. PAYMENT TERMS
29. PRECEDENCE OF TERMS
30. PRIME CONTRACTOR RESPONSIBILITIES
31. VIT AND HRCP II PROCUREMENT GUIDELINES
32. QUALIFICATIONS OF BIDDERS
33. REPRESENTATIONS
34. STRICT LOYALTY
35. SUBCONTRACTS
36. TERMINATION AND SUSPENSION
37. TERMINATION FOR CONVENIENCE

1. ADVERTISING:

The Contractor (referred to as “Contractor” and/or “Bidder”) 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. ANNOUNCEMENT OF AWARD:

Upon the award, or the announcement of the decision to award a contract as a result of this solicitation, VIT will publically post such notice on www.portofvirginia.com.

3. ANTI-DISCRIMINATION:

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

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

A. During the course of this Contract, the Contractor agrees that:

- 1) 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.
- 2) The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.
- 3) 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.
- 4) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4. ANTITRUST:

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

5. APPLICABLE LAWS AND COURTS:

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

6. ASSIGNMENT AND SUBCONTRACTING:

Any Contract awarded or any interest thereunder shall not be assigned, subcontracted, or transferred, in whole or in part, by the Contractor without the prior written consent of 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.

8. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:

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

9. BEST AND FINAL OFFER:

At the conclusion of negotiations, the Bidder(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 Bidder(s). The Bidder's bid will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

10. BID ACCEPTANCE PERIOD:

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

11. BID PRICE CURRENCY:

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

12. CHANGES TO THE CONTRACT:

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

A. 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:

- 1) By mutual agreement between the parties in writing; or
- 2) 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

- 3) 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 no Disputes Clause, 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 VIT orders or with the performance of the Contract generally.

- B. 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 Head of Procurement or their 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 Head 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.

13. CLARIFICATION OF TERMS:

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

14. COMPLIANCE WITH ALL LAWS AND REGULATIONS:

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

15. 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.

16. DEBARMENT STATUS:

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

17. DEFAULT:

In case of failure to deliver 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.

18. 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 VIT taking default action in addition to any criminal penalties that may result from such conduct.

19. ETHICS IN CONTRACTING:

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

20. FORCE MAJEURE:

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

21. 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.

22. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their bid, Bidder 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.

23. INDEMNIFICATION:

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

24. 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.

25. MANDATORY USE OF FORM AND TERMS AND CONDITIONS OF IFB:

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

26. 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.

27. 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*.

28. PAYMENT TERMS:

Invoices for services rendered shall be submitted by the Contractor directly to VIT: Attention Accounts Payable at APInvoices@vit.org or in the event Contractor does not have access to email it may mail invoices to P.O. Box 1387, Norfolk, VA 23501 all invoices shall show the VIT Contract number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations.) Any payment terms requiring payment in less than 30 days will be regarded

as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

29. 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 Scope of Work

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.

30. 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.

31. VIT AND HRCP II PROCUREMENT GUIDELINES:

This solicitation is subject to the provisions of the VIT and HRCP II Procurement Guidelines and any revisions thereto, which are hereby incorporated into this Contract in their entirety. A copy of the manual may only be obtained by written request via e-mail at proposals@vit.org.

32. QUALIFICATIONS OF BIDDERS:

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

33. REPRESENTATIONS:

The Bidder hereby represents and warrants that (1) as of the date hereof, and on and as of the date of the provision of goods or services contemplated herein, the Bidder is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization; (2) the Bidder has the full right, power, and authority, and has taken all necessary action under the laws of its jurisdiction of organization to authorize

it to execute and deliver a Contract, to consummate the transactions contemplated hereby and in the Contract and to perform its obligations thereunder. The Bidder hereby agrees to furnish to VIT any and all certificates of governmental authorities and/or officers or directors of the Bidder that VIT may reasonably require in order to confirm the due authorization and execution of the bid and the Contract and the Bidder's right, title, and authority to perform its obligations under the Contract.

34. 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.

35. 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.

36. 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.

37. TERMINATION FOR CONVENIENCE:

VIT may cancel this Invitation for 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. VIT may terminate any Agreement(s) resulting from this solicitation at any time, for any reason or for no reason, upon thirty (30) days advance written notice to the Contractor(s). In the event of such termination, the Contractor(s) shall be compensated for services and work performed prior to termination.

EXHIBIT B
SPECIAL TERMS AND CONDITIONS

1. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION
2. CONTINUITY OF SERVICES
3. DELIVERY
4. DELIVERY NOTIFICATION
5. EXTRA CHARGES NOT ALLOWED
6. LABELING OF HAZARDOUS SUBSTANCES
7. LIQUIDATED DAMAGES
8. NEGOTIATION WITH THE LOWEST BIDDER
9. NEW FEATURES
10. PERFORMANCE AND PAYMENT BONDS
11. RENEWAL OF CONTRACT
12. RISK OF LOSS
13. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE
14. WARRANTY (COMMERCIAL)
15. WORK SITE DAMAGES
16. INSURANCE

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 Contract, 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 the Contract are required to safeguard this information and immediately notify VIT of any breach or suspected breach in the security of such information. Contractors shall allow VIT to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

2. **CONTINUITY OF SERVICES:**

- A. The 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 company, may continue them. The Contractor agrees:
- 1) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - 2) 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,
 - 3) That VIT shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.
- B. The Contractor shall, upon written notice from VIT, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to VIT's approval.
- C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Contract. All phase-in/phase-out work fees must be approved by VIT in writing prior to commencement of said work.

3. **DELIVERY:**

Deliveries shall be made in accordance with the delivery schedule as outlined in Exhibit C, Contractor's Scope of Work.

4. **DELIVERY NOTIFICATION:**

Contractor shall notify VIT 24 hours prior to delivery of any goods so that personnel may be available to allow access to the property and verify items received. Contractor shall notify:

Travis Hill
Name

757-686-6533
Phone

5. **EXTRA CHARGES NOT ALLOWED:**

The Contract price shall be for complete rental of goods and shall include all applicable freight and/or installation charges. Extra charges will not be allowed, except as may be allowed under Paragraph 12 Changes to the Contract of the General Terms and Conditions.

6. **LABELING OF HAZARDOUS SUBSTANCES:**

If the items or products required in this Contract 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 Contractor 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 Contractor does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.

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

Delivery is required not later than as stated in Exhibit C, Contractor's Scope of Work. It is understood and agreed by Bidder that time is of the essence in the delivery of supplies, services, materials, or equipment of the character and quality specified in the bid 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, 3% of the total Contract amount per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence, or default on the part of VIT, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or his supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the Contractor or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the Contractor, VIT may extend the time for performance of the Contract or delivery of goods herein specified, at VIT's sole discretion, for good cause shown.

8. **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.

9. **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 12 Changes to the Contract.

10. **PERFORMANCE AND PAYMENT BONDS:**

If applicable, the successful bidder shall deliver to VIT executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the Contract amount, with the Commonwealth of Virginia as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the Contract has been performed in whole or in part, until the bonds have been delivered to and approved by VIT. Standard bond forms will be provided by VIT prior to or at the time of award, if applicable.

11. **RENEWAL OF CONTRACT:**

VIT in its sole discretion, reserves the right to renew this Contract(s) annually for an aggregate of ten (10) years. Said renewal(s) shall be based upon negotiations, if any, prior to each renewal period.

12. **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.

13. **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 VIT at a minimum the following information: name of small business, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. It is the goal of VIT that certified SWAM enterprises participate in this Contract.

14. **WARRANTY (COMMERCIAL):**

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

15. **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.

16. **INSURANCE:**

Contractor agrees that it shall have the following insurance policies and that it will maintain them during the entire term of the Contract, unless otherwise stated below. All insurance policies required herein must be procured from insurance companies authorized to conduct business and sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission.

a. **MINIMUM SCOPE AND LIMIT OF INSURANCE**

- i. **Commercial General Liability Insurance** policy which provides coverage at least as broad as ISO form CG 00 01 or its equivalent. Policy limits are subject to review, but shall in no event be less than, the following:

1. **\$1,000,000** Each Occurrence / **\$2,000,000** General Aggregate
 2. **\$2,000,000** Products/Completed Operations Aggregate
 3. **\$1,000,000** Personal Injury
- ii. **Business automobile liability Insurance** policy with policy limits of not less than **\$1,000,000** each accident using or providing coverage at least as broad as Insurance Services Office form CA 00 01 or its equivalent. Liability coverage shall apply to all owned, non-owned and hired autos.
 - iii. **Workers' Compensation Insurance** as required by the Commonwealth of Virginia, with Statutory Limits, and where applicable, any other statutory obligations including but not limited to Federal USL&H and Jones Act requirements..
 - iv. **Employer's Liability Insurance** with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
 - v. **Contractor's Pollution Liability (Including Errors and Omissions)** for losses caused by pollution conditions that arise from the operations of the Vendor.
 1. **\$1,000,000** Each Occurrence / **\$2,000,000** General Aggregate
 - a. The policy shall provide for complete professional service coverage, including coverage for pollution liability that is the result of a breach of professional duties.
 - b. The policy shall provide for protection against claims for third-party bodily injury, property damage, or environmental damage caused by pollution conditions resulting from activities for which the Vendor is legally liable.
 - c. The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.
 - vi. **Pollution Legal Liability (for transported cargo only)** If the scope of work requires the transportation of any hazardous materials or regulated substances, the Vendor shall provide coverage with limits of at least:
 1. **\$5,000,000** Each Occurrence / **\$5,000,000** General Aggregate
 - a. If the Scope of Services in the Contract requires the transportation of any hazardous materials, then the policy shall provide coverage for claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo.
 - vii. **Umbrella/Excess Liability Insurance** policy(ies) may be used in combination with primary policies to satisfy limit requirements. Such policy(ies) shall apply without any gaps in the limits of coverage and be at least as broad as and follows the form of underlying primary coverages required herein.
- b. Insurance Requirements**
- i. The Contractor shall meet the minimum policy requirements (as well as additional requirements where noted) as stated in Section 19(a) or as otherwise stated in this Contract. Contractor shall also adhere to the following:
 1. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, VIT requires and shall be entitled to Contractor's broader coverage and/or higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to VIT.
 2. Contractor's insurance policies shall contain or be endorsed to contain the following provisions:
 - a. Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available policies;

- b.** Contractor must provide evidence of policies contained herein to VIT on an ACORD 25 “Certificate of Liability Insurance” form and submitted via electronic mail (coisubmissions@portofvirginia.com) on an annual basis so long as Contract is still in effect;
 - c.** Additional Insured: The following must be added as an additional insured on all liability policies required herein. Contractor may satisfy this requirement through appropriate additional insured blanket endorsements. *Virginia Port Authority, Virginia International Terminals, LLC, Virginia International Gateway, Inc., and HRCP II, LLC and their respective commissioners, officers, directors, members, general managers, parent and affiliate companies, employees, and agents* (collectively, “VIT Parties”)
 - d.** All liability policies, including workers’ compensation, must waive by endorsement, subrogation and contractual indemnity in favor of VIT Parties;
 - e.** Claims Made Policies: If any of the required policies provide coverage on a claims-made basis: (a) The Retroactive Date must be shown and must begin prior to the date of this Contract/Agreement or prior to commencing any work/services pursuant to this Contract/Agreement; (b) Contractor must maintain and provide evidence of insurance for at least three (3) years after completion of the Contract (c) If for any reason Contractor’s insurance is cancelled, non-renewed, or not replaced with another claims-made policy form with a Retroactive Date prior to the Contract’s effective date, the Contractor must purchase “extended reporting” coverage for a minimum of three (3) years after completion of Contract work.
 - f.** Certificate Holder should read: Virginia International Terminals, LLC, 601 World Trade Center, Norfolk, Virginia 23510.
- 3.** Contractor shall neither cancel nor reduce their insurance policy limits of liability herein required without providing VIT with thirty (30) days written notice in advance;
 - 4.** Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance commensurate with industry standard for the scope of work that the subcontractor performs on behalf of the Contractor. Contractor shall ensure Subcontractor adheres to all provisions required of Contractor in Sections 19(b)(i)(1), 19(b)(i)(2), & 19(b)(i)(3). Nothing in this section shall be construed as a waiver of Contractor’s liability for work performed by any subcontractor.
 - 5.** VIT reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Exhibit C

Scope of Work

The successful Bidder, hereinafter the "Contractor", shall furnish all labor, supervision, equipment, tools, materials and incidentals necessary to provide gasoline, diesel fuel, heating oil and Diesel Exhaust Fluid (DEF), in accordance with the specifications, for the Port of Virginia (Port) facilities. The Port is seeking a vendor to deliver a broad spectrum of high quality bulk motor fuel products to our Norfolk International Terminal (NIT), Virginia International Gateway (VIG), Portsmouth Marine Terminal, Pinner's Point Container Yard (PPCY), Newport News Marine Terminal (NNMT), Richmond Marine Terminal (RMT) and Virginia Inland Port (VIP) in an efficient and effective manner. In addition, the Port is seeking a vendor to:

- Proactively manage demand spikes;
- Provide Reliable Delivery of bulk motor fuel products to the Port's Terminals.
- Reliable Delivery shall be defined as the delivery of bulk motor fuel Products in a manner that meets or exceeds the requirements stated herein, during times of:
 - a. Normal business operations;
 - b. Spikes in Terminal business demand
 - c. Regional or industry wide motor fuel shortages;
 - d. Time of need which shall be defined as times during which an the Port is preparing for and/or responding to events, including but not limited to inclement weather, that may adversely affect the ability to conduct normal business.
 - e. State declared emergency; and,
 - f. Catastrophe, which shall be defined as the times during which the United States Federal government declares a state of emergency within and/or outside of the Commonwealth of Virginia and during which the supply of motor fuel, its underlying ingredients, and/or the industry's manufacturing capability, is adversely affected. Catastrophes shall also include worldwide events, including but not limited to, weather events, acts of war, and cartel decisions that adversely affect the supply of motor fuel, its underlying ingredients, and/or the industry's manufacturing capability.

GENERAL

A list of tanks, locations and **estimated** monthly amounts is included in Appendix A.

All Contractor-provided tanks must be in place within 30 days of contract execution. If needed, the Contractor shall work with the previous supplier to provide a smooth transition with no interruption in service.

All storage tanks must be labeled in accordance with the current Virginia Hazard Communication Standard

DELIVERY

Tanks are to be resupplied by automatic delivery when the levels reach approximately one fourth (1/4) capacity. Automatic delivery means without notification from the Port, Contractor will make fuel deliveries and not allow the tank to run out.

All delivery personnel must be properly trained and deliveries must be completed in a safe and professional manner.

Deliveries shall only be made using transportation equipment that is designed, maintained and approved for transporting petroleum and/or propane products. Personnel shall be appropriately

trained and licensed for vehicle usage and fuel delivery procedures. Proper precautions shall be taken to avoid products contamination and spillage.

Unleaded gasoline shall be 87 Octane. Diesel shall be On-Road Ultra Low Sulfur Diesel (ULSD) and Off-Road Ultra Low Sulfur Diesel (Dyed).

The Contractor shall maintain detailed information for all deliveries including fuel type, gallons delivered, deliver date and location.

Fuel deliveries shall include the following information on the receipt:

Billing shall include:

- a. Name of supplier
- b. Location name
- c. Fuel shipment delivery date
- d. Volume delivered in each shipment
- e. A statement that the fuels received comply with the American Society for Testing and Materials (ASTM) specifications for gasoline and diesel fuel.

PRICING

Spot Market Plus Adder - The basis for pricing proposals shall be equivalent to the spot market price for each fuel product. Adder shall consist of delivery, profit and any other associated cost here forward referred to as adder. The adder must remain fixed for the duration of the contract. Pricing shall not include any federal or state motor fuels or sales taxes normally added to the price paid by the purchaser. Prices quoted are for fuel deliveries to tank locations as shown under Appendix A. The quantities are approximate based on best available knowledge. The Port makes no guarantee to purchase approximated quantities under this methodology. Documentation of the bidder's market price based on specified benchmark at 9 am on the day of solicitation closing shall be provided with the bid.

In addition, the Port would like to have an option to enter into a fixed forward price purchase for off-road ultra low sulfur diesel with successful bidder at any time during the contract term for fuel delivery period duration of between 3 and 18 months. Any such fixed forward price purchase to be based on futures pricing plus adder. Fuel delivery amounts under such transaction will be part of monthly service deliveries by the successful bidder. First deliveries each month will use any future commitments (if applicable) and deliveries above future commitments will be at market price methodology.

SPECIFICATIONS

All materials furnished must conform to the following specifications:

- a. Regular Unleaded Gasoline - Octane rating to be 87, shall conform to current state and federal specifications
- b. ULSD and DULSD shall conform to current state and federal specifications.
- c. DEF shall conform to current ASTM standards
- d. It shall be the responsibility of the contractor/supplier to maintain sufficient gas and/or diesel for satisfactory uninterrupted operation at each location.

PRODUCT TESTING

The Contractor's deliveries of bulk motor fuel products shall be subject to testing ensure compliance with the applicable laws and codes and other product quality requirements described herein. All tests shall be made as per methods specified by the ASTM, unless otherwise agreed to in writing by Port and the Contractor.

The Contractor must allow Authorized Users to take test samples from delivery trucks. Samples will be sent to an independent lab to perform the testing. Samples will be tested for compliance with the requirements listed under Specifications.

When the test analysis shows the motor fuel product is in compliance with requirements, the Port will pay for the test. When the test analysis shows the motor fuel product does not meet the requirements the Contractor shall pay for the test.

The Contractor shall pay for the test analysis when the motor fuel product does not meet the requirements beginning with the fourth delivery and thereafter. The Contractor shall be responsible for all cost associated with remedying the deficiency if:

Any tank is newly put into service or is currently having fuel provided by the Contractor; and/or, the water level has increased as a result of delivery as evidenced pursuant to any pre- and post-delivery tank gauge (i.e. Veeder-Root, or other similar gauge) or stick reading. Additionally, product quality testing performed by the terminal and/or other storage facilities shall be made available to Port upon their request.

PRODUCT RETURN

Fuel products that do not meet the product quality requirements stated above, the Port may reject the delivery of contaminated fuel.

In such cases, the Contractor shall remove such motor fuel and replace it at no additional cost to the Authorized User. In addition, the Contractor shall be liable for all charges, labor, and/or materials, which includes but may not be limited to tank cleaning, necessary to bring contaminated tanks back to their pre-contaminated condition.

REPLACEMENT OF FUEL

In the event the Contractor fails to deliver fuel meeting or exceeding specifications, the Port may direct the Contractor to remove such fuel and replace it at no additional cost. If the Contractor is unable to deliver fuel that meets or exceeds the specifications herein within the time period specified for delivery the Port may purchase the fuel elsewhere and the increased cost, if any, will be paid by the Contractor.

EMERGENCY DELIVERY (TIME OF NEED)

In the event of emergency, Contractor shall have available services to supply needs of the Port and be in a position to delivery whenever required.

Emergency service shall carry a four (4) hour response time, following initial notification. The Contractor shall provide the Port with an emergency telephone number for calling nights, holidays and weekends.

The Port will not pay any additional fees when fuel is low or out due to the Contractor's failure to maintain automatic deliveries.

BIODIESEL FUEL

Beginning on July 1, 2010, agencies and institutions other than public safety agencies shall procure on diesel fuel containing, at a minimum, two percent, by volume, biodiesel fuel or green diesel fuel, as defined in Code of Virginia §45.1-394. This requirement shall only apply to procurements of diesel fuel for use in on-road internal combustion engines and #2 fuel burned in a boiler, furnace, or stove for heating, and shall not apply if the cost of such procurement exceeds the cost of unblended diesel fuel by 5 percent or more. (Executive Order 82, dated June 10, 2009). Though Port does not currently consume Biodiesel, we may decide to do so at a future date.

ADDITIONAL FUEL SITES

The Port reserves the right to increase and / or decrease the number of sites to which fuel is provided, and to add and delete fuel-related goods and services, during the term of the contract. The Contractor shall be prepared to install additional tanks with applicable monitoring where needed.

REMOTE MONITORING AND AUTOMATIC DELIVERIES

The Contractor must provide a quote to the Port prior to the delivery of any products and Services related to the installation of any automatic tank gauge equipment.

If the installation of automatic tank gauge equipment requires construction, additional terms and conditions shall be negotiated and agreed upon between the Authorized User and the Contractor prior to the delivery of the Products and Services to insure compliance with any applicable laws and ordinances. **In the event of any conflict, the terms and conditions of this Contract shall control.**

Appendix A

Product	Estimated Monthly Demand (gallons)	Specify benchmark for market price	Market price per gallon at 9 am on date of solicitation closing	Adder (per gallon) (freight/delivery, profit) *Excludes Taxes
Unleaded gasoline	26,000			
On-Road Ultra Low Sulfur Diesel (ULSD)	800			
Off-Road Ultra Low Sulfur Diesel (Dyed) (market)	130,000			
Off-Road Ultra Low Sulfur Diesel (Dyed) (future commit)*				

*Market price for future commit to be based on average monthly delivery for equal amounts July 2022 through June 2023.

Appendix B

Location	Capacity (Gallons)	Contents	Type	Comments	VIT Owned	Cost per Tank
NITVM	1,000	On-Road ULSD	AST	Parking lot	Yes	X
NITVM	10,000	Off- Road DULSD	UST	Parking lot	Yes	X
NITVM	10,000	Off- Road DULSD	UST	Parking lot	Yes	X
NITVM	10,000	Unleaded gasoline	UST	Parking lot	Yes	X
NITVM	500	DEF	TOTE	Inside shop	Yes	X
NITCM	500	DEF	TOTE	Mobile truck	Yes	X
NIT Ops Tower	2,000	#2 Heating oil	AST	South End of Building	Yes	X
					NIT Ext. Cost:	X
PMT Bldg 100	500	Unleaded gasoline	AST	Need a tank	No	\$
PMT Bldg 100	2,300	Off-road DULSD	Fuel Truck	Mobile Fuel Truck	Yes	X
PMT Bldg 100	550	On-road ULSD	AST		Yes	X
PPCY	1,000	Off-road DULSD	AST		No	\$
PPCY	1,000	Unleaded gasoline	AST		No	\$
					PMT Ext Cost:	\$
NNMT	4,000	Unleaded gasoline	UST		Yes	X
NNMT	4,000	Off-road DULSD	UST		Yes	X
					NNMT Ext Cost:	X

Location	Capacity (Gallons)	Contents	Type	Comments	VIT Owned	Cost per Tank
VIP	1000	Unleaded Gasoline	AST		Yes	X
VIP	500	#2 Heating oil	AST	Admin building	Yes	X
VIP	2,000	Off-road DULSD	UST		Yes	X
					VIP Ext Cost:	X
RMT	500	Off-road DULSD	AST	Wash Rack Area	Yes	X
RMT	4,000	Unleaded gasoline	UST		Yes	X
RMT	4,000	Off-road DULSD	UST		Yes	X
RMT	500	#2 Heating oil	AST	Main Building	Yes	X
RMT	500	Unleaded gasoline	AST			X
RMT	2.5	DEF	Tote	Maintenance Shop		X
					RMT Ext Cost:	X
VIG	1000	Unleaded gasoline	AST	West End Fueling	Yes	X
VIG	550	On-road ULSD	AST	West End Fueling	Yes	X
VIG	20,000	Off-road DULSD	AST	West End Fueling	Yes	X
VIG	1,000	DEF	AST	Shuttle Rack	Yes	X
					VIG Ext Cost:	X

Note: Under column VIT Owned, Yes means VIT owns the tanks, No means they are owned by a vendor and may need to be replaced upon execution of this contract.

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
					-			-		
or										
Employer identification number										

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

EXHIBIT H
SWAM BUSINESS SUBCONTRACTING PLAN
(Submit with 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