



**THE PORT OF
VIRGINIA®**

VIRGINIA INTERNATIONAL TERMINALS, LLC

Request For Proposals

RFP #2022-55-VIT

YARD TRACTOR RENTAL

REQUEST FOR PROPOSALS (RFP)

TRANSMITTAL PAGE

Title: Yard Tractor Rental

RFP: 2022-55-VIT

Issue Date: May 31, 2022

Issuing Agency: Virginia International Terminals, LLC (VIT)

Virginia International Terminals, LLC (VIT) is seeking proposals for the rental of up to fifteen (15) yard tractors. The term of the Contract shall be for one year, 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 2022-55-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 June 13, 2022.

Proposals will be received until 2:00 p.m. EST July 1, 2022, 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 rental services to Virginia International Terminals, LLC in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiations.

NAME AND ADDRESS OF FIRM:

Date: _____

Telephone: _____

Email: _____

FEI/FIN Number _____

BY: _____

(Signature)

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

Print Name: _____

Title: _____

VIRGINIA INTERNATIONAL TERMINALS, LLC
Request for Proposals 2022-55-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 the rental of up to fifteen (15) yard tractors.
- 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 the rental of up to fifteen (15) yard tractors. The Contractor(s) selected shall furnish the rental services 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, July 1, 2022.** 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
	Schedule	40
	Specifications	20
	Price	20
	SWaM	20

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 rental services at the price(s) indicated in the submitted proposal. Your signature on this form certifies your compliance with the Virginia International Terminals and HRCP II Procurement and Surplus Property Guidelines, the General Terms and Conditions, and the Special Terms and Conditions that are attached.

I certify that the firm name given above is the true and complete name of the offeror and that the offeror is legally qualified to perform all work and provide the rental services included in the scope of the Contract.

Signature _____

Legal Representative of Firm

Printed Name

Date

EXHIBIT A
GENERAL TERMS AND CONDITIONS

1. ADVERTISING
2. ANNOUNCEMENT OF AWARD
3. ANTI-DISCRIMINATION
4. ANTITRUST
5. APPLICABLE LAWS AND COURTS
6. ASSIGNMENT AND SUBCONTRACTING
7. AUDIT
8. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH
9. AVAILABILITY OF FUNDS
10. 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 SURPLUS 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 Head of Procurement will publicly post such notice on www.portofvirginia.com/who-we-are/our-policies/.

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 of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with VIT shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. 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 Surplus Property 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 SURPLUS PROPERTY MANUAL:

This solicitation is subject to the provisions of the VIT Procurement and Surplus Property 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 proposals@vit.org 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

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. (Required if performance will involve operation of a motor vehicle.)

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.

b. **Insurance Requirements**

i. The Contractor shall meet the minimum policy requirements (as well as additional requirements where noted) as stated in Section 8(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 the 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 8(b)(i)(1), 8(b)(i)(2), & 8(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.
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 Contract 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 Head 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.

EXHIBIT C SCOPE OF WORK

Section 1: Scope

- 1.1 VIT desires pricing for the rental of 15 terminal tractors with the below specifications and possible additional tractors during the rental term.
- 1.2 Pricing shall be for the terms of 6/12/18/24 months.
- 1.3 Delivery schedule shall be not later than June 30th for the initial 15 tractors

- 2.2 Tractor Design Criteria: VIT is willing to accept suitable exceptions.
 - A. Tractor shall be designed for:
 1. Smooth controlled acceleration / deceleration,

 2. Reliable adequate continuous / peak power for the rapid and precise control of the tractor and fully laden trailer.

 4. Safely break the tractor and fully laden trailer under all braking applications and for all terminal environmental conditions.
 - b. Gearbox:
 - torque rating, as a minimum, 2,470Nm continuous / 3,900Nm peak at less than 10 seconds,
 - Allison transmission/or equivalent with 6 speed forward and 1 reverse.
 - Water cooled
 - Air assisted shifting/ or Electronic push button.
 - k. Integrated electrical control, diagnostic and data management system, and,
 - n. Accessory power supply system that provides a 12-vac power supply system for radios, RF system, TOS interface, and other low voltage components. All these systems should function off 12-vdc not vac. All should be in separate fuse and Radios 15 amp, RF system 10 amp, TOS interface 20 amp along with 2 spare 15 amp. I would also request a 12 volt round aux plug along with 2 USB plugs.

- 2.3 Tractor Performance Design Criteria:
 - A. Operating Speeds :
 1. Traveling with or without rated load against the operating wind load – 24 mph with a customer limited speed through programming.
 2. Acceleration – 0.8 fps (Note: about 44 seconds to achieve 24 mph with trailer fully laden. Deceleration – 0.8 fps.
 - C. Minimum rated towing capacity - designed for a minimum towing capacity of 130,000 pounds

- 2.5 Tractor Environmental Design Criteria:

- A. Tractor shall meet the latest emission controls in accordance with the United States Environmental Protection Agency (EPA) Class 8 tractor.
- B. Ambient conditions:
 - 1. Temperature - The Tractor shall be fully operable and suitable for exposure to a marine environment and temperature from a low of 10°F to a high of 110°F.
 - 2. Wind operating speed - 24 mph.
 - 3. Design relative humidity range shall be up to 100%.

2.7 Tractor Codes and Standards

A. BIDDER shall be responsible for complying with all local, state, and federal regulations having jurisdiction over any portion of the work to be performed under this bid.

B. BIDDER, as a minimum, shall meet or exceed the applicable requirements of the latest revision of the following codes and specifications published by the following organizations:

- AASHTO - American Association of State Highways and Transportation Officials
- AFBMA - Anti-Friction Bearing Manufacturer's Association
- AGMA - American Gear Manufacturer's Association
- AISC - American Institute of Steel Construction
- AISI - American Iron and Steel Institute
- ANSI - American National Standards Institute
- ASNT - American Society for Non-destructive Testing
- ASTM - American Society for Testing and Materials
- AWS - American Welding Society
- ASHRAE - American Society of Heating, Refrigeration and Air-Conditioning Engineers
- ASME - American Society for Mechanical Engineers
- API - American Petroleum Institute
- ASME - American Society of Mechanical Engineers
- ASHRAE - American Society of Heating, Refrigeration and Air-Conditioning Engineers
- ASME - American Society for Mechanical Engineers
- CHAdEMO - Charging version 2.0
- CCS - Combined Charging System
- DEQ - Virginia's Department of Environmental Quality
- DOT - Department of Transportation
- EPA - Environmental Protection Agency

- IEEE - Institute of Electrical and Electronic Engineers
- IES - Illumination Engineers Society
- IPCEA - Insulated Power Cable Engineers Association
- NEC - National Electric Code
- NEMA - National Electrical Manufacturers' Association
- NETA - National Electric Testing Association
- NFPA - National Fire Prevention Association
- OSHA - Occupational Safety and Health Act
- SAE - Society of Automotive Engineers
- SDI - Steel Deck Institute
- SPC - Society for Protective Coatings
- SSRC - Structural Stability Research Council
- UL - Underwriters Laboratories, Inc.

PART 4 – TRACTOR SPECIFICATIONS

4.1 Tractor dimensions, as a minimum:

- A. Wheelbase shall be no less than 116" wheel base.
- B. Turning circle (curb to curb) shall be a nominal 40'.

4.2 Tractor components:

- A. Engine - 658 HP with 620 foot-pounds torque.
- B. Transmission - Rugged Duty Service with the following features: Allison RDS 3000 Gen V, 6 speed forward 1 speed reverse or equivalent.
 - 1. Transmission is fully automatic and includes transmission protection system (i.e., electronic oil level sensor) and with park brake engaged interlock,
 - 2. Torque converter is one stage, three elements, polyphase with standard integral damper which is operational in lockup.

3. Electronic control system is Allison's 5th generation electronic control system with closed loop adaptive shifts or equivalent.

4. Severe service flywheel and transmission mounts.

C. Axles are Class 8 heavy-duty design with following features:

1. front axle, gross axle weight rating of 14,600 pounds, 5" drop from center of spindle to pad, with easy steer feature and lube management system, with 14500 lbs leaf springs. Power steering M- 100. 16.5" X 7" S-cam brakes.

2. Rear axle is heavy-haul duty, planetary type double gear reduction, gross axle weight rating 70,000 pounds, with anti-lock braking system and lube management system.

D. Fifth wheel:

1. Severe duty off-road design, semi-oscillating sliding mount, in-cab air release, a manual left-hand release, hydraulically operated, with a rated lift capacity of 115,000 pounds.

2. capable of vertical lift of 18" or 32".

E. Pneumatic system provides adequate and suitable clean dry air for following functions

1. Trailer air brakes, and

2. Operator cabin dash mounted air pressure gauge.

3. Manual air tank drain on left side of frame rail.

4. Color coded 45 degree glad handles.

F. Frame under clearance is 8".

2. 20 degree rear frame taper for easy trailer pick up.

3. Full width and height cab protection bar with integrated trailer stops.

G. Operator cabin:

1. Dimensions:

- a. interior height at front and rear of operator cabin is 67",
 - b. interior width at top front and rear of operator cabin is 59.5",
 - c. interior width at bottom front of operator cabin is 32.5",
 - d. interior width at bottom rear of operator cabin is 60",
 - e. exterior height of operator cabin is 68",
 - f. exterior length at bottom of operator cabin is 52.5",
 - g. exterior length at top of windshield of operator cabin is 47",
 - h. exterior length of operator cabin roof is 37",
 - i. exterior width at rear of the operator cabin is 59.5", and
 - j. exterior width at bottom front of operator cabin is 32.5".
2. Operator Cabin air suspension system/electric that provides the operator a safe, smooth ride over uneven paved surfaces.
 3. Operator cabin controls are ergonomically positioned on dash to provide comfortable access to all operator-controlled devices.
 4. Operator cabin seat:
 - a. has an ergonomically designed to properly provide comfortable support for a full range of tractor drives (i.e., small to large size),
 - b. has a fully adjustable air suspension/electric type chair.
 - c. has a swing up type arm rest on the right side of the operator seat.
 - d. has an OSHA and DOT approved 3-point operator restraint that is bright orange in color for visibility from outside of the operator cabin.

5. Operator cabin steering wheel:
 - a. is 16" diameter,
 - b. is rubber grip cushioned, and
 - c. furnished with a steering wheel track ball.

6. Operator Cabin access:
 - a. provides left and right hand side low access from the surface onto the rear frame of the tractor in order to allow safe, easy access to operator cab and trailer glad-hand connections, and
 - b. has color differentiated non-skid decking plate over the tractor rear frame.

7. Operator cabin windows are provided for the front and sides. Side windows are sliding style to allow ventilation. No power windows.

8. Operator cabin mirrors:
 - a. are "West Coast" type,
 - b. are easily adjustable from inside the operator cabin, Non-powered
 - c. are mounted on the left and right side of the operator cabin, and
 - d. includes a five-inch (5") diameter spot mirror on each "West Coast" mirror.

9. Operator cabin HVAC system:
 - a. is suitably sized to meet VPA's environment,
 - b. heater is sized 40,000 BTU, and

- c. air conditioning unit is sized 18,000 BTU.
10. Separate operator cabin window defroster(s) are provided and suitably sized to keep all windows defrosted under adverse weather conditions.
 11. Operator cabin is provided with one (1) center mounted dome light.
 12. All operator cabin windows are tinted with standard tractor window tint.
 13. Operator cabin overhead visibility window:
 - a. is provided to allow operator to clearly see over the roof of the operator cabin,
 - b. has a darker tint, and
 - c. is be protected by safety grill/bars frame.
 14. Operator cabin is provided with window wipers and washer system for front windows.
 15. Operator cabin is weatherproof and leakproof.
 16. Operator cabin is furnished with two (2) 6" variable high speed diameter fans to provide operator comfort if air conditioning system fails.
 17. Operator cabin is provided with a removable operator training seat that includes high visibility OSHA and DOT three-point restraint. Training seat is positioned to allow the tractor driver to enter/exit with trainer in a seated position.
 18. Operator cabin is provided with an air/electric operated rear entrance access door that incorporates a visibility pane for driver ease of opening and closing.
 19. Operator cabin maximum noise level at Operator's head level does not exceed a composite reading of 85 dba as per OSHA regulations.
 20. Two (2) air operated horns are provided with following features:

- a. easily accessible by tractor driver utilizing driver's left foot to activate air horn in order for tractor driver to keep his hands on the steering wheel, and
 - b. is mounted on the left side, top of the operator cabin.
21. A storage compartment for operator's personal effects is located inside the operator cabin. Size is 18" by 24".
22. Operator cabin is designed for a level sweep-out / wash-out.
23. Operator cabin protection bars are full height and width to protect the corners of the cabin. Should be under frame, I added there so can remove this.
24. Color differentiated grab rails are provided for tractor driver's ingress and egress into and out of the operator's cabin.
25. Following dash mounted gauges are installed:
- a. air pressure gauge,
 - b. hour meter,
 - d. voltmeter.
 - e. mph
 - g. fault indicator along with warning alarm for substantial problems. (low oil, air pressure, battery voltage)
26. A yard tractor equipment nameplate identifies the following items and is posted inside of the operator's cabin:
- a. Manufacturer's name,
 - b. Manufacturer's address, and

c. Manufacturer's equipment serial number.

d. axle ratio spec's.

e. Transmission serial number.

27. Following safety devices are installed:

a. one (1) 2.5 pound dry-type fire extinguisher, mounted inside of the operator cabin,

b. audible back-up alarm,

c. neutral engine safety start,

d. strobe light, mounted on top of operator cabin to provide 360-degree visibility, LED

e. equipment warning placards as required by tractor manufacturer,

f. operator safety warning placards as required by OSHA,

g. auto release air lines to avoid glad hand snap back,

h. reflective conspicuity tape on chassis and operator cabin, and

i. a separate emergency electrical system shut down device that is located on the outside of the yard tractor and is easily accessible from the pavement.

j. Fire suppression system to include separate battery suppression system, preferred foam suppression liquid. DAFO manufacture of suppression preferred.

H. Electrical devices, all are wired to ignition side of the switch,

I. Lighting is designed with sufficient illumination forward, side, and rear areas for safe nighttime operations and have the following lights: All are required to be LED.

1. two (2) work/flood lights facing the rear direction,
2. one (1) work/flood light facing the operator's left side direction, and
3. two (2) headlights facing the forward direction.

J. Signal lights are provided as per following

1. Turn signal indicators (front and back) and
2. Brake

K. Low trailer access is provided at the rear of the tractor frame to allow the operator to access low trailers safely and easily via an extension of the rear frame rail beyond the cross member and includes a taper at end of frame.

L. Rear fender/mud flaps are provided over rear tires.

N. Off road rated tires are provided in order to allow for operation in crush & run paved areas.

O. Paint system:

1. Sandblast per SSPC SP-6 / NACE No. 3, Commercial Blast Cleaning.
2. Two coat paint system:
 - a. Prime coat - PPG Dimetcote 302 H, a urethane two-component reinforced inorganic zinc-rich primer. Dry Film Thickness (DFT) is a minimum of 2.5 mils.
 - b. Topcoat - PPG Dimetcote AUE-370, a DTM Polyurethane. One to two coats to achieve a recommended DFT of 3.0 to 5.0 mils.

3. All threaded holes in the tractor structures components are treated with corrosion preventive "TECTYL 506" or "DINITROL."

PART 5 – DOCUMENTATION

A Drawings - submit the following information with the bid for this contract:

1. general arrangement drawing(s) of Tractor including plan view and elevations,
2. operator cabin general arrangement including panel layouts, operating, and indicating devices,
3. electrical drawings including at least the following:
 - a. one-line power diagram, and
 - b. one-line communication / data diagram.
 - c. full sub system schematics for all.

B. Calculations- submit the following information with the bid for this contract:

C. Component descriptive literature – description of all proposed components that as a minimum, includes the following for each component:

- a. manufacturer,
- b. model number,
- c. descriptive literature,
- d. data sheet,
- e. maintenance requirements, and

- f. complete listing of recommended spare parts.
 - g. any required communication devices for troubleshooting and software associated.
- D. Operating, preventative, and planned maintenance program literature shall include, as a minimum, the following documents in paper and electronic versions:
- 1. Operating manuals which cover the operation and pre-inspection of all Tractor driver systems.
 - 2. Preventative maintenance & service manuals which include complete descriptions of the operation of all Tractor system components and the recommended procedures for preventative maintenance, inspection, lubrication, adjustment, and repair.
- E. BIDDER shall provide the following copies:
- a. three (3) hard copies for the engineering / maintenance library, and
 - b. two (2) electronic media copies for the engineering / maintenance library.

PART 5 – TRAINING:

5.2 Unit Training – upon delivery of the final production units, BIDDER shall provide a minimum of two (2) two (2) day training classes held in consecutive weeks. Classes shall be structured around the proper operation and maintenance of the Tractor, especially to address new mechanical and electrical systems.

5.3 Preventative maintenance and minor corrective maintenance shall be performed on terminal at VIT's expense. Major repairs not the fault of VIT will be performed on terminal at the lessor's expense. Major repairs that will require a tractor to be out of service for more than 48 hours will be credited one rental day after the first 48 hours.

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): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation		<input type="checkbox"/> S Corporation
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	<input type="checkbox"/> Partnership		
	<input type="checkbox"/> Trust/estate			
	<input type="checkbox"/> Other (see instructions) ▶ _____			
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 (SBSD) **check all that apply below:**

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

Certification number: _____

Certification date: _____

Section 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