



VIRGINIA INTERNATIONAL TERMINALS

Invitation for Bids

IFB #2024-03-VIT

Maintenance Equipment Rentals

Norfolk International Terminals (NIT)

Virginia International Gateway (VIG)

Newport News Marine Terminal (NNMT)

Virginia Inland Port (VIP)

Richmond Marine Terminal (RMT)



GENERAL INFORMATION	
INVITATION FOR BIDS TITLE	Maintenance Equipment Rentals
INVITATION FOR BIDS (IFB) NO:	2024-03-VIT
ISSUE DATE:	September 11, 2023
GENERAL DESCRIPTION:	Maintenance equipment rentals for all Port of Virginia terminals
DIRECT INQUIRIES TO:	Marcus Logan at proposals@vit.org
QUESTIONS DUE DATE:	September 21, 2023 @2:00 p.m. to proposals@vit.org
BIDS DUE DATE:	October 5, 2023 @ 2:00 p.m. to proposals@vit.org
CONTRACT TERM: TIME FOR COMPLETION: EXPECTED DELIVERY:	one (1) year to renew automatically for four (4) additional one-year periods unless earlier terminated in writing by Virginia international Terminals (VIT).
ITEMS TO BE RETURNED (complete forms and include with 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 – SCOPE OF WORK 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 EXHIBIT K – VENDOR DATA SHEET
Name and Address of Bidder	By
	<hr/> Signature <hr/> Title Date <hr/> Telephone Number <hr/> Email

VIRGINIA INTERNATIONAL TERMINALS
Invitation For Bids #2024-03-VIT
Sections I through VI

- I. Purpose of the IFB The intent and purpose of this Invitation for Bid (IFB) is to establish contracts with multiple qualified bidders who can provide maintenance equipment rentals for all Port of Virginia terminals.
- II. Statement of Needs The Port of Virginia has experienced significant growth for the last decade and today is the third largest general cargo port on the US East Coast. In order to accommodate the anticipated continued growth in its business, VIT is seeking to acquire maintenance equipment rentals in accordance with Exhibit C.
- 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 submitting 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 <https://www.portofvirginia.com/who-we-are/our-policies/>. **IFB responses must be received by 2:00 PM EDT, October 5, 2023.** 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 the Bid Form 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 hereby offers and agrees to furnish the goods 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 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 HRCF II PROCUREMENT GUIDELINES
32. QUALIFICATION OF BIDDERS
33. REPRESENTATIONS
34. STRICT LOYALTY
35. SUBCONTRACTS
36. TAXES
37. TERMINATION AND SUSPENSION
38. TERMINATION FOR CONVENIENCE
39. TITLE TO INFORMATION

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, VIT will publically post such notice on the Port of Virginia website under recent awards <https://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 three (3) 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. **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:

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 dispute's provisions of VIT Procurement and Capital Outlay Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by VIT or with the performance of the Contract generally.
2. The parties may agree in writing to modify the scope of the Contract. Any increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract. Notwithstanding any other provisions of the Contract or any document referenced therein, VIT's Head of Procurement, or his designee are the only individual authorized to make changes in or redirect the work required by the Contract. If VIT's approval is required under the terms of the Contract, it shall be construed to mean the approval of VIT's Head of Procurement or their designee. In the event the Contractor effects any change at the direction of any other person, the change shall be considered as having been made without authority, and no adjustment shall be made in the Contract price or delivery schedule as a result thereof.

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 shall secure and obtain any and all permits, licenses, and consents as may be necessary.

15. 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.

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 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.

18. 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.

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 HRCF 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, 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.

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:

Contractor certifies that they do not and will not, during the performance of this Contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

23. INDEMNIFICATION:

The Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, the Virginia Port Authority, Virginia International Terminals, LLC, HRCF 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 and only to the extent caused by the negligence, misconduct, or other fault of the Contractor.

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 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.

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 Bid

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 HRCF II PROCUREMENT GUIDELINES:

This solicitation is subject to the provisions of the VIT and HRCF 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:

Contractor 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 Contractor is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (2) the Contractor 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 Contractor hereby agrees to furnish to VIT any and all certificates of governmental authorities and/or officers or directors of the Contractor that VIT may reasonably require in order to confirm the due authorization and execution of the proposal and the Contract and the Contractor'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. 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.

37. 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. Additionally, Contractor may terminate this Agreement at any time and without cause or penalty upon thirty (30) days' prior written notice. Any termination or suspension by VIT shall be without prejudice to any claims for damages or other rights of VIT against Contractor.

38. 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.

39. TITLE TO INFORMATION

All data generated under this Contract, of whatever type, relating to the work performed under this Contract, shall be VIT's exclusive property.

EXHIBIT B

SPECIAL TERMS AND CONDITIONS

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

1. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to VIT will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without VIT's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify VIT of any breach or suspected breach in the security of such information. Contractors shall allow VIT to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

2. **CONTINUITY OF SERVICES:**

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

Name: Travis Hill

Contact:

757-567-1441

4. **EXTRA CHARGES NOT ALLOWED:** The Contract price shall be for complete installation ready for use and shall include all applicable freight and installation charges; extra charges will not be allowed, except as may be allowed under Paragraph 12 (Changes to the Contract) of the General Terms and Conditions.

5. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with Contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

6. **INSTALLATION**: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

7. **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. (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 noted in the above *Minimum Scope and Limit of Insurance* section 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., City of Richmond, VA, HRCF 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: Subcontractors are required to obtain, execute, and abide by all requirements found within their Terminal Access Agreement prior to operating under any Contract. 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.
 6. Failure of VIT to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

7. VIT does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
8. **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 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.
9. **LIQUIDATED DAMAGES:** It is understood and agreed by Contractor that time is of the essence in the delivery of goods, services, materials, or equipment of the character and quality specified in the proposal. In the event these specified goods, services, materials, or equipment are not delivered by the date specified there will be deducted, not as a penalty but as liquidated damages, the sum of \$100 per day for each and every calendar day of delay beyond the time specified in the proposal; 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 its supplier(s), a reasonable extension of time as VIT 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.
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 for each chemical and/or compound offered.
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 12, Changes to the Contract.

14. **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.
15. **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.
16. **PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer is expressly prohibited unless approved in writing by VIT. VIT may, at its discretion, require the Contractor to provide a substitute item of equivalent or better quality subject to VIT's approval, for a price no greater than the Contract price, if the product for which the Contract was awarded becomes unavailable to the Contractor.
17. **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.
18. **PRODUCT SUPPORT:** Contractor warrants that the items delivered under the Contract, including subassemblies, spare parts, and service shall be available to VIT during the operational life of the items or ten (10) years after date of the last delivery under the Contract, whichever is later. If, after the period set forth above, Contractor discontinues the manufacture of the aforementioned items, subassemblies, spare parts, and service therefore and does not provide for another qualified source, Contractor shall make available to VIT all drawings, specifications, and know-how that will enable VIT to service and to make, have made, or procure said items, subassemblies, spare parts, and service under a royalty-free license, which is hereby granted.
19. **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.
20. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small businesses. This shall include SBSB-certified women-owned and minority-owned businesses when they have received SBSB small business certification. If small business subcontractors are used, the prime contractor agrees to report use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business, phone number, total dollar amount

subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. It is the goal of VIT that certified SWAM enterprises participation in this contract be consistent with VIT's SWAM Plan.

21. **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.
22. **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.
23. **TRANSPORTATION AND PACKAGING:** Contractor certifies and warrants 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.
24. **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. Notwithstanding the foregoing, with regard to equipment and goods manufactured by third parties, Contractor's sole obligations with regard to defects shall be to extend to VIT the benefits of any warranty Contractor has received from the manufacturer and to act on behalf of VIT for purposes of processing any warranty claims against applicable manufacturers within a reasonable timeframe. Such obligation includes only administrative processing and not enforcement or litigation and Contractor shall not be liable for the failure of any third-party manufacturer warranties for any reason.
25. **WARRANTY (COMMERCIAL):** The Contractor agrees that the goods furnished under this Contract 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 proposal.

EXHIBIT C
SCOPE OF WORK

PURPOSE: The intent and purpose of this Invitation for Bid (IFB) is to establish contracts with **multiple qualified bidders** who can provide maintenance equipment rentals for all Port of Virginia terminals listed below for a period of one (1) year to renew automatically for four (4) additional one-year periods unless earlier terminated in writing by Virginia international Terminals (VIT).

Location	Address
Norfolk International Terminals (NIT)	7737 Hampton Blvd. Norfolk, VA 23505
Virginia International Gateway (VIG)	1000 Virginia International Gateway Blvd Portsmouth, VA 23703
Newport News Marine Terminal (NNMT)	25 th & Warwick Blvd. Newport News, VA 23607
Virginia Inland Port (VIP)	7685 Winchester Rd Front Royal, VA 22630
Richmond Marine Terminal (RMT)	5000 Deepwater Terminal Rd Richmond, VA 23234

SCOPE OF WORK: The Bidder shall furnish rental equipment to Virginia International Terminals, such as forklifts, telehandlers, scissor lifts, boom lifts, yard tractors, light towers, generators, or any similar equipment offered by the bidder on an “as needed” basis in accordance with specifications and terms and conditions set forth herein. Bidder shall be responsible for the delivery and pickup of equipment. Mobilization and de mobilization charges must be identified in the quote. Equipment must be in good working condition and meet VIT emissions standards T4f or comparable emission standards to the latest CARB emissions (i.e. no blue smoke/fumes from engine, etc.).

Prior to delivering a requested piece of equipment, Bidder shall ensure that the appropriate approvals established by VIT have been obtained.

In the event of a necessary onsite change, (ex. moving of equipment, other equipment needed), Bidder shall respond as to nature of call within one to two (1-2) days after contact and charge applicable fee (delivery fee, additional equipment charge).

VIT will specify the rental period for each piece of equipment at the time of request.

INVOICING: The Bidders shall provide itemized invoices on a once-a-month basis, listing each equipment rental by the terminal it is located.

OPTIONAL USE CONTRACT: The resulting contract(s) will be an optional use contract. VIT is in no way required to rent/lease from the Contractor and may in its sole discretion rent/lease the

identical and/or similar equipment from other sources. Any estimates/quantities contained herein do not represent a rental/lease commitment by VIT.

BID FORM

Virginia International Terminals, LLC (VIT) requests potential Bidders to provide a full catalog and rates as described below for all Maintenance Equipment they provide. Rate sheets should include a daily, monthly, 6-month, yearly, 5-year/long term rate, and any other applicable rates for these services in the format below.

DESCRIPTION OF EQUIPMENT	RENTAL PERIOD: ONE DAY	RENTAL PERIOD: MONTHLY	RENTAL PERIOD: 6-MONTHS	RENTAL PERIOD: 5 YEARS/LONG TERM	MOBILIZATION CHARGE

Alternative Bid Form

DESCRIPTION OF EQUIPMENT	RENTAL PERIOD: Monthly with maximum allowable hours <20	RENTAL PERIOD: Monthly with maximum allowable hours <40	RENTAL PERIOD: Monthly by usage hours cost\$/hour

EXHIBIT D

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

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID, FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2 an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized.

If this proposal for goods or services is accepted by VIT the undersigned agrees that the requirements of the Code of Virginia Section §2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

- A. Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.
- B. Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s identification Number issued to it by the SCC is _____.
- C. Offeror/Bidder does not have an Identification Number issued to it by the SCC such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):
- 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)

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION

EXHIBIT E
EXCEPTION PAGE
(Submit with RFP/IFB)

EXCEPTIONS:

Provider must sign the appropriate statement below, as applicable:

Provider understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: _____

Signature: _____

Provider takes exception to terms, conditions, requirements, or specifications stated herein

(Provider must itemize all exceptions below, and return with their bid/response):

Firm: _____

Signature: _____

Providers should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed “non-responsive”, risking the rejection of their submittal.

Bid/Proposal Results

EXHIBIT G
Request for Taxpayer
Identification Number and Certification

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
	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. 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 Requestor for guidelines on whose number to enter.

Social security number								
				-			-	

Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

EXHIBIT H
SWAM BUSINESS SUBCONTRACTING PLAN
(Submit with RFP/IFB)

All businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (SBSD) to participate in the SWAM program. Certification applications, including instructions, certification definitions, and required documents, are available through SBSD online portal at <https://www.sbsd.virginia.gov/certification/>

Bidder/Respondent Name: _____

Preparer Name: _____

Date: _____

Instructions

- A. If you are certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) as a Small, Woman, and Minority-owned (SWaM), Disadvantaged Business Enterprises (DBE), or Employment Services Organizations (ESO) business, complete only Section A of this form. This shall include SBSD-certified Historically Black Colleges and Universities, 8a, Economically Disadvantaged Woman-owned Small businesses, Service Disabled Veteran-owned, Federal Service Disabled Veteran-owned, and Minority-owned businesses when they have received SBSD business certification.
- B. If you are not certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) as a Small, Woman, and Minority-owned (SWaM), Disadvantaged Business Enterprises (DBE), or Employment Services Organizations (ESO) business and plan to subcontract part of this contract with a SBSD certified business, complete only Section B of this form.
- C. If you are not certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) as a Small, Woman, and Minority-owned (SWaM), Disadvantaged Business Enterprises (DBE), or Employment Services Organizations (ESO) business and cannot identify any subcontracting opportunities to subcontract part of this contract with a SBSD-certified business, only provide the information requested in Section C of this form.

Section A

If your firm is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) **check all that apply below:**

	Minority Owned Business (MB)
	Woman Owned Business (WB)
	Micro Business
	Service Disabled Veteran Owned Business (SDV)
	Small Business (SB)
	Employment Service Organization (ESO)
	8A
	Economically Disadvantaged Woman Owned Business (EDWOSB)
	Federal Service Disabled Veteran Owned Business (FSDV)
	Disadvantage Business Enterprises (DBE)
	Airport Disadvantaged Business Enterprise (ACDBE)

Certification number: _____

Certification date: _____

Section B

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

Proposed SWaM Plan

Plans for Utilization of SBSD-Certified Businesses for this Procurement

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

Section C

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

Good Faith Effort Indicators by the Bidder/Offeror

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

Exhibit I
Monthly SWAM Subcontractor Payment Report

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

PRIME CONTRACTOR'S NAME: _____

PROJECT NAME: _____

CONTRACT NUMBER: _____

MONTH ENDING DATE: _____

QUARTER ENDING DATE: _____

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

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

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

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

EXHIBIT J

Hazardous Substance Self-Disclosure

(Submit with RFP/IFB)

Company Name	
Company Representative	
Contact Information (phone and email)	

Provider must sign the appropriate statement below, as applicable:

List and attach the SDS for any chemicals or potentially hazardous substances that will be brought on port property while conducting business. If none please indicate below.

_____	_____	_____
_____	_____	_____
_____	_____	_____

List any wastes (Non-Hazardous, Hazardous, & Universal) that will be generated while conducting business on the Port of Virginia Marine Terminals.

_____	_____	_____
_____	_____	_____
_____	_____	_____

Waste Removal Company Name	Hazardous Waste EPA Identification Number (EPA ID)
_____	_____

Please refer to the link below; read and acknowledge the Port of Virginia's Schedule of Rates which contain the environmental requirements located at portofvirginia.com.

<http://www.portofvirginia.com/about/policies/po-terms-conditions/>

Please check box to confirm you have read and understand the environmental requirements of the Port of Virginia. Please sign below certifying that the information in this document is accurate.

If there is a change which requires the use of potentially hazardous substances on terminal this form will need to be updated, submitted and reviewed by port environmental staff prior to returning to the terminal with those substances.

Authorized Signature

Company Representative

Date

EXHIBIT K

Vendor Data Sheet

The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Vendor's Primary Contact:
Name: _____ Phone: _____
3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
_____ Years _____ Months
4. Vendor Information: eVA Vendor ID or DUNS Number: _____
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____
Phone: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

B. Company: _____ Contact: _____
Phone: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____
Phone: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____
Phone: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____