



VIRGINIA INTERNATIONAL TERMINALS, LLC

Request For Proposals

RFP #2023-11-VIT

**Portsmouth Marine Terminal (PMT)
Offshore Wind Equipment Support**

REQUEST FOR PROPOSALS (RFP)

TRANSMITTAL PAGE

Title: PMT Offshore Wind Equipment Support

RFP: 2023-11-VIT

Issue Date: November 1, 2022

Issuing Agency: Virginia International Terminals, LLC (VIT)

Virginia International Terminals, LLC (VIT) is seeking proposals for Offshore Wind Equipment Support at the Portsmouth Marine Terminal (PMT). The term of the Contract shall be directly correlated upon the entire completion of the Coastal Virginia Offshore Wind Project and 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 2023-11-VIT" in the subject line followed by the Respondent's name. Questions may only be submitted electronically no later than 2:00 p.m. EST November 11, 2022.

Proposals will be received until 2:00 p.m. EST December 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 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:

BY: _____

(Signature)

Print Name: _____

Title: _____

Date: _____

Telephone: _____

Email: _____

FEI/FIN Number: _____

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

VIRGINIA INTERNATIONAL TERMINALS, LLC
Request for Proposals 2023-11-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 to provide Offshore Wind Equipment Support at Portsmouth Marine Terminal (PMT). |
| II. Statement of Needs | The Port of Virginia has experienced significant growth during 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 Offshore Wind Equipment Support at PMT. The Contractor(s) selected shall furnish the 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 https://www.portofvirginia.com/who-we-are/our-policies/ . RFP responses must be received by 2:00 PM EST, December 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	
	Estimated Hours and Labor Costs	20
	Technical Approach and Understanding	30
	Key Personnel	10
	Prior Performance	20
	SWaM	20
VI. Award of the Contract	<p>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.</p>	

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 hereby offers and agrees to furnish the 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 provide the services included in the scope of the Contract.

Signature_____

Legal Representative of Firm

Printed Name

Date

EXHIBIT A
GENERAL TERMS AND CONDITIONS

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

2. ANNOUNCEMENT OF AWARD:

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

3. ANTI-DISCRIMINATION:

By entering into a Contract, the Contractor certifies to Virginia International Terminals, LLC 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 VIT 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 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 and US Federal Law.

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. The 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.

9. 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.

10. 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. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by VIT or with the performance of the Contract generally.
2. The parties may agree in writing to modify the scope of the Contract. Any increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract. Notwithstanding any other provisions of the Contract or any document referenced therein, the Procurement Head or designee is the only individual authorized to make changes in or redirect the work required by the Contract. If VIT's approval is required under the terms of the Contract, it shall be construed to mean the approval of the Procurement Head. 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.

11. CLARIFICATION OF TERMS:

If any prospective Offeror has questions about the specifications or other solicitation documents, the

prospective Offeror should contact the Procurement Head. Any revisions to the solicitation will be made only by addendum issued by the Procurement Head.

12. 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.

13. CONFIDENTIAL RELATIONSHIP:

The Contractor shall keep in confidence, and treat as proprietary to both VIT and, Virginia Port Authority, 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.

14. 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.

15. DEFAULT:

In case of failure to deliver 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.

16. DRUG FREE WORKPLACE POLICY STATEMENT:

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

The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes). The Contractor further acknowledges and certifies that 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.

17. 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 VPA, VIT or HRCF II, any payment, loan, service, or any other thing of whatever nature, of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

18. 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.

19. 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.

20. 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.

21. INDEMNIFICATION:

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

22. LIMITATION OF LIABILITY:

To extent permitted by applicable law, VIT shall not be liable to the Contractor 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 by VIT, the total liability owed to the Contractor shall not exceed the total contract value.

This limitation of liability will not apply, however, to liability arising from circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.

23. MANDATORY USE OF FORM AND TERMS AND CONDITIONS OF RFP'S:

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

24. 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.

25. 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*.

26. PAYMENT TERMS:

Invoices for services rendered or scheduled shall be submitted by the Contractor directly to VIT, Attention Accounts Payable, APInvoices@vit.org, or in the event Contractor does not have email invoices may be mailed to P.O. Box 1387, Norfolk, VA 23501. All invoices shall show the VIT Contract number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations.) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

27. 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 operational 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 operational 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.

28. 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.

29. PROCUREMENT GUIDELINES:

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

30. 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.

31. PROPOSAL PRICE CURRENCY:

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

32. QUALIFICATIONS OF PROPOSERS:

VIT may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work or 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 contemplated therein.

33. REPRESENTATIONS:

The Offeror hereby represents and warrants that (1) as of the date hereof, and on and as of the date of the provision of goods or services contemplated herein, the Offeror is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (2) the Offeror has the full right, power and authority and has taken all necessary action under the laws of its jurisdiction of organization to authorize it to execute and deliver a Contract, to consummate the transactions contemplated hereby and in the Contract and to perform its obligations thereunder. The Offeror hereby agrees to furnish to VIT any and all certificates of governmental authorities and/or officers or directors of the Offeror that VIT may reasonably require in order to confirm the due authorization and execution of the proposal and the Contract and the Offeror's right, title and authority to perform its obligations under the Contract.

34. STRICT LOYALTY:

The Contractor and its employees shall avoid all circumstances and actions that would place the Contractor in a

position of divided loyalty with respect to the obligations undertaken under this Contract.

35. SUBCONTRACTS:

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

36. TERMINATION AND SUSPENSION:

VIT may terminate or suspend the delivery of the services contemplated hereunder without liability to the Contractor, if (a) the Contractor fails to deliver the services 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 the VIT against Contractor.

37. 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. CONTINUITY OF SERVICES
3. CONTRACTOR'S TITLE TO MATERIALS
4. COMMENCEMENT OF SERVICE
5. DELIVERY NOTIFICATION
6. FINAL INSPECTION
7. INSPECTION OF JOB SITE
8. INSURANCE
9. NEGOTIATION WITH THE LOWEST BIDDER
10. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE
11. TERMINATION OR SUSPENSION OF SERVICE
12. WARRANTY
13. WORK SITE DAMAGES

1. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to VIT will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without VIT's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify VIT of any breach or suspected breach in the security of such information. Contractors shall allow VIT to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
2. **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 contractor, may continue them. The Contractor agrees:
 - i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - ii. To make all VIT owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - iii. That VIT Procurement Head 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 the Procurement Head, 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 the Procurement Head'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 the Procurement Head in writing prior to commencement of said work.
3. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
4. **COMMENCEMENT OF SERVICE:** Contractor shall commence service within the number of calendar days stated below after receipt of order (ARO) by the Offeror.

BIDDER'S/OFFEROR'S STATED COMMENCEMENT OF SERVICE TIME: ____ CALENDAR DAYS ARO

5. **DELIVERY NOTIFICATION:** VIT shall be notified 48 hours prior to delivery of any items or equipment utilized by Contractor in performance of service so that personnel may be available to allow access to the building and verify items received. Notification shall be made to :

Sigifredo Huerta
Name

(512) 809-4538
Phone

6. **INSPECTION:** When providing service, the contractor shall demonstrate to VIT that the work is fully in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently

corrected by the Contractor at the Contractor's sole expense.

7. **INSPECTION OF JOB SITE:** Contractors signature on this solicitation constitutes certification that it has inspected the job site and is aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by VIT.
8. **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. **Marine General Liability Policy** including extensions for Action over claims, Sudden & Accidental Pollution, Coverage for Port property in Contractor's Care/Custody/Control, Contractor's Legal Liability, as well as coverage for unregistered Motor Vehicles operated within the Terminals. Policy shall provide limits not less than the following:
 1. **\$10,000,000** Each Occurrence / **\$10,000,000** General Aggregate
 - 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.
 - v. **Umbrella or Excess Liability Insurance:** During the term of this Contract, Contractor shall procure, maintain and pay for, umbrella or excess liability insurance written on an occurrence basis and covering claims in excess of the underlying insurance policies described above, with a **\$15,000,000** limit per occurrence. Such insurance shall contain a provision that it will not be more restrictive than (follow-form to) the primary insurance and shall drop down as primary insurance in the event that the underlying insurance policy aggregate is exhausted.
 - 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 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 appropriate ACORD 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, and 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 or prior to commencing any work/services pursuant to this Contract; (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.

9. 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.

10. 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 the VIT that certified SWAM enterprises participate in this contract.

11. TERMINATION OR SUSPENSION OF SERVICE: VIT may terminate or suspend the performance of service contemplated hereunder without liability to the Contractor, if (a) 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; (b) Contractor is or becomes insolvent or unable to pay its debts as they become due; (c) any bankruptcy or insolvency proceeding is commenced by or against Contractor; or (d) 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 the VIT against Contractor.

12. **WARRANTY:** Contractor shall provide all services hereunder in a safe, economic, efficient and workman like manner, always in compliance with generally acceptable practices and standards of the industry.
13. **WORK SITE DAMAGES:** Any damage to existing facilities, utilities, equipment or other property resulting from the performance of this contract shall be repaired to VIT's satisfaction at the contractor's sole expense.

EXHIBIT C

SCOPE OF WORK

Statement of Work – Offshore wind – Terminal and Stevedoring Operations

Background

Virginia International Terminals, LLC (VIT) operates Portsmouth Marine Terminal (PMT), which serves as a staging port for Mid-Atlantic and Northeast offshore wind (OSW) projects. VIT facilitates the arrival and delivery of offshore wind turbine generator components and foundation. VIT's operation consist of stevedoring, marshaling, and storage of these same foundations and of all Wind Turbine Generator (WTG) components. Between Fall of 2023 and early 2027 VIT will handle 176 Monopile's, transition pieces, tower, nacelles, and 528 blades at PMT in support of Dominion Energy's Coastal Virginia Offshore Wind (CVOW) project. VIT expects it will support additional offshore wind projects following the completion of CVOW project.

ILA integration requirements:

Contractor's operations will be conducted in support of and in collaboration with VIT's existing work force represented by the International Longshoremen's Association (ILA). Contractor will perform any function that is not within the traditional ILA scope or qualifications. Contractor must be open to integration of, and training for, ILA labor on contractor functions prior to and throughout the operation.

Tasks

Task 1: Yard layout

The contractor shall conduct a current state assessment of PMTs footprint and load bearing limitations. This assessment shall allow for collaborative plan development and implementation prior to initial component arrival per the provided project timeline and component specifications. See Appendix A for timeline Appendix B for specifications

Task 1-1: Assessment of component movement requirements and swept path

Assessment of the limitations and needs of all intended travel paths of each component per provided specifications.

Task 1-2: Engineering and construction of berms, and platforms

Engineering and construction of all necessary storage requirements to include measuring to specification and material gathering for berms and platforms.

Task 1-3: Development of Yard Layout and Operations Assessment

Collaborative development of the OSW component yard layout plan to VIT Operations; and assessment of any terminal limitations that could impact operational expectations.

Task 2: Support to Stevedoring Operations

The Contractor shall provide any specialty equipment and associated labor needed for component load-on/Load-off or Roll-on/Roll-Off operations. Contractor shall confirm all such equipment comports with the terminal layout, terminal load bearing limitations, and the requirements of VIT's customers. See Appendix B for specifications

Task 2-1: OSW component moving equipment and expertise

The Contractor shall provide any specialty equipment and associated labor needed for component load-on/Load-off or Roll-on/Roll-Off operations.

Task 3: Support to ancillary yard marshaling and storage

The contractor shall provide technical expertise, management support, and qualified labor to support any movement or storage needs. See Appendix B for specifications

Task 3-1: OSW component moving equipment and expertise

The Contractor shall provide any specialty equipment and associated labor needed for component marshaling and storage between vessel discharge and vessel load. Contractor shall confirm all such equipment comports with the terminal layout, terminal load bearing limitations, and the requirements of VIT's customers.

Additional Scope Requirements

- Contractor shall comply with policies related to health, safety, and security provided by VIT and the Virginia Port Authority.
- Provision to carry out engineering studies, solutions, route surveys for the transport of wind turbine components for current and future variants, providing a summary statement of work.
- Provision of site supervisor to manage & coordinate component moves, monitor training, equipment readiness, equipment Maintenance, ensuring 24 hours / 7 days availability and compliance with VIT's customer requirements
- Terminal, berth, and ground loading capacity & axle loading not to be exceeded.
- All transport routes are to be reviewed, before equipment is moved, ensuring Safety and confirming the route is clear of obstructions and that the ground conditions are suitable.
- Simultaneous components to be movable at 24 hours' notice, there may be a requirement to move component parts with less than 24 hours' notice.
- Contractor will provide training and competency matrix for all site personnel working on PMT.
- Daily briefings of workforce; operational and safety
- Weekly safety reporting, by on-site safety representative / Manager for their areas of work and general 'site wide' observations. · Attending daily operational site meetings.
- Providing daily, weekly, and monthly reports of components moved, distances & tonnages handled.
- Administration for movements – component move and daily reports; the component move document will form the basis and justification for payment.
- Weather working capacity to be advised by contractor. Supplier should inform the weather restriction for their equipment.
- Barrier safety, as required - personnel are to manage work area and safety barriers.
- Ground protection (steel plate / suitable matting), preventing damage to facility, is required, when operating and maneuvering SPMT/SPT with significant axel rotation.

- Equipment required in support to the transport operations will be the service supplier's responsibility. Where specialized attachments and steel fittings or modifications are required, this will be agreed in advance and supported by VIT. Where equipment is modified; certification; work instructions and maintenance are to be agreed in advance of contract award.
- Communications systems, radio frequencies to be VIT approved.
- Possibility for VIT/ILA port personnel to mirror and train without interfering the operational team in order to gain this specialist ground transport experience

Period of Performance

The period of performance will support Dominion Energy's entire Coastal Virginia Offshore Wind (CVOW) project with expected range from mid-year 2023 to early 2027.

The Port of Virginia reserves the right to terminate this agreement at the completion Component delivery.

Evaluation Criteria

The port will assess the capability of each offeror based on best value as outlined below:

Cost Factors **20 points**

Estimated Hours and Labor Costs – This section of the response shall include an estimate of labor hours and costs as well as any anticipated materials costs. Schedule of Rates attached will be a determining factor.

Non-Cost Factors **60 points**

Technical Approach and Understanding – This section details the contractors approach and understanding of the solicitation.

Key Personnel – This section contains the resumes of key personnel and any other personnel the contractor wishes to highlight.

Prior Experience – This section contains any similar work performed by the contractor that demonstrates mastery of the subject matter and/or ability to control risks.

SWaM **20 points**

This section is available for Small Women-owned, and Minority-owned (SWAM) businesses as certified by the Commonwealth of Virginia

Place of Performance

The work shall be completed at Portsmouth Marine Terminal in Portsmouth, VA

Appendix A: Project Timeline

Below is the current estimated CVOW project timeline, subject to confirmation and modification. Any change of timeline that materially effects operational expectations will be communicated with as much lead time as possible, but all dates are subject to change but through the completion of the CVOW project's entirety.

- Monopile (MP) Delivery Oct '23-June '25
 - MP Installation May '24- end of Nov. '24(Hard stop) Work to resume Feb. '25- Nov. '25
- Transition Piece (TP) Arrival Apr '24- Sep. '25
 - TP Installation June '24- Dec. '25
- Green Blade Delivery July '24- Oct '26
- Non-Blade WTG delivery May '25- March '26
- Pre-Assembly Activity May '25- Jan. '27
- Installation of WTG July '25- March '27

Appendix B: Component Specs

Below are estimated specifications for CVOW OSW components. Final specifications will be confirmed once finalized by Dominion Energy and/or its vendors and suppliers.

Monopiles (176 components)

- Weight – 970 to 1,760 metric tons
- Diameter – 8.5 to 9.5 meters
- Length – 60 to 82 meters

Transition pieces (176 components)

- Weight – 720 to 760 metric tons
- Diameter – 8.9 to 9.0 meters
- Length – 32.5 to 33.5 meters

Tower (4 Sections each 176 towers 704 sections)

- Weight – 870 metric tons
- Length – 115 meters (fully assembled)

Nacelle (176 components)

- Weight – 680 metric tons

Blade (528 components)

- Weight – 60 metric tons
- Length – 108 meters

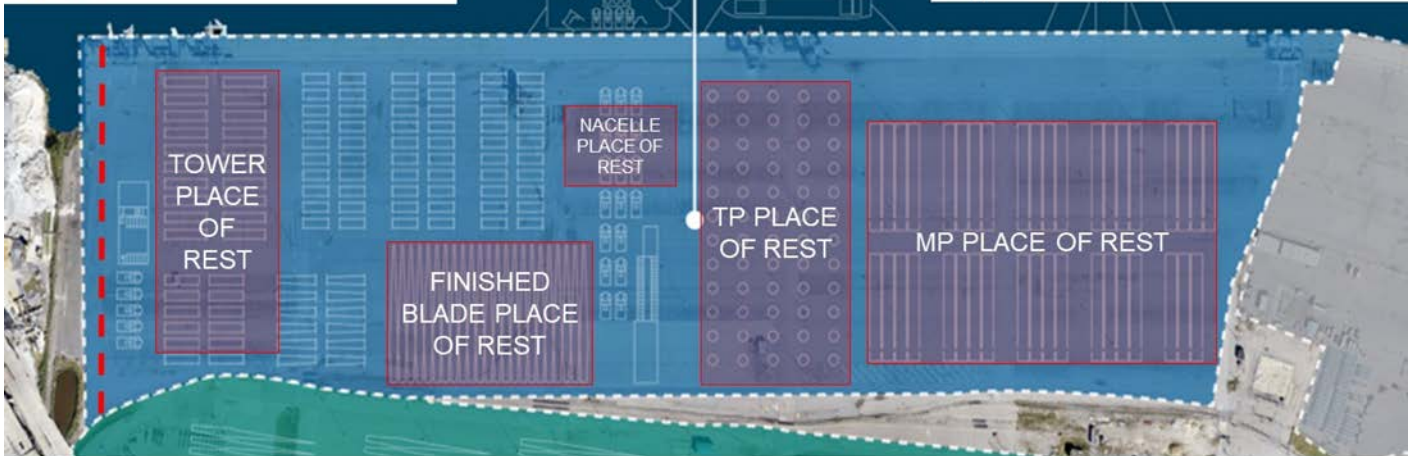
VIT Operations Scope – STEVEDORING/TERMINALS



Note dotted red line represents proposed delivery and hand-off route of SGRE green blades from VIT to SGRE.

DOMINION ENERGY

All "place of rest" labels are over proposed hypothetical positions that will shift based on actual specs and requirements provided.



Appendix C: Site drawings

Portsmouth Marine Terminal Offshore Wind Staging Port Justified for Construction Drawings can be downloaded from the following:

https://www.dropbox.com/s/uvja34cyzi0plx8/Vol%20II_PMT%20OSW%20Drawings_IFC.pdf?dl=0

Exhibit C-1
Schedule of Rates

PMT CVOW PROJECT - SCHEDULE OF RATES

COMPANY NAME:

MOBILIZATION/DEMOBILIZATION

ITEM	ACTIVITY		RATE (US \$)		METRIC (PER)	NOTES
MOBILIZATION	TRANSPORTATION & MOBILIZATION OF EQUIPMENT				TOTAL COST	1
DEMOBILIZATION	DEMOBILIZATION & TRANSPORTATION OF EQUIPMENT				TOTAL COST	2

Note 1 Includes the transportation & setup costs of getting equipment to PMT to meet the requirements of serving the scope of the full RFP

Note 2 Includes the breakdown & transportation of equipment cost from PMT at the conclusion of the RFP scope

INBOUND DELIVERY VESSELS

COMPONENT	ACTIVITY	VESSEL TYPE	RATE (US \$) STRAIGHT TIME	RATE (US \$) OVERTIME	METRIC (PER)	NOTES
MONOPILE	MOVEMENT FROM VESSEL STOWAGE TO FINAL STORAGE AREA	RO-RO			MONOPILE	3
MONOPILE	UNLASHING ONLY	RO-RO			MONOPILE	4
MONOPILE	FINAL STORAGE AREA MATTING/LOAD SPREAD ONLY	N/A			MONOPILE	5
TRANSITION PIECE	MOVEMENT FROM VESSEL STOWAGE TO FINAL STORAGE AREA	RO-RO			TRANSITION PIECE	3
TRANSITION PIECE	UNLASHING ONLY	RO-RO			TRANSITION PIECE	4
TRANSITION PIECE	MOVEMENT FROM VESSEL STOWAGE TO FINAL STORAGE AREA	LO-LO			TRANSITION PIECE	6
TRANSITION PIECE	UNLASHING ONLY	LO-LO			TRANSITION PIECE	4
TRANSITION PIECE	FINAL STORAGE AREA MATTING/LOAD SPREAD ONLY	N/A			TRANSITION PIECE	5
NACELLE	MOVEMENT FROM VESSEL STOWAGE TO FINAL STORAGE AREA	RO-RO			FULL NACELLE UNIT	3
NACELLE	UNLASHING ONLY	RO-RO			FULL NACELLE UNIT	4
NACELLE	MOVEMENT FROM VESSEL STOWAGE TO FINAL STORAGE AREA	LO-LO			FULL NACELLE UNIT	6
NACELLE	UNLASHING ONLY	LO-LO			FULL NACELLE UNIT	4
NACELLE	FINAL STORAGE AREA MATTING/LOAD SPREAD ONLY	N/A			FULL NACELLE UNIT	5
TOWER SECTION	MOVEMENT FROM VESSEL STOWAGE TO FINAL STORAGE AREA	RO-RO			TOWER SECTION	3
TOWER SECTION	UNLASHING ONLY	RO-RO			TOWER SECTION	4
TOWER SECTION	MOVEMENT FROM VESSEL STOWAGE TO FINAL STORAGE AREA	LO-LO			TOWER SECTION	6
TOWER SECTION	UNLASHING ONLY	LO-LO			TOWER SECTION	4
TOWER SECTION	FINAL STORAGE AREA MATTING/LOAD SPREAD ONLY	N/A			TOWER SECTION	5
BLADE	MOVEMENT FROM VESSEL STOWAGE TO FINAL STORAGE AREA	LO-LO			BLADE	3
BLADE	UNLASHING ONLY	LO-LO			BLADE	4
BLADE	FINAL STORAGE AREA MATTING/LOAD SPREAD ONLY	N/A			BLADE	5

Note 3 Includes labor/equipment for movement between vessel stowage and storage; Does not include scope of unlashing, rigging, or storage materials/prep

Note 4 Includes the labor/equipment costs to unlash from the vessel only

Note 5 Includes material, equipment and labor associated with setting up matting/load spreading materials only

Note 6 Includes labor/equipment for movement between vessel stowage and storage; Does not include scope of unlashing, rigging, ship's gear or storage materials/prep

OUTBOUND INSTALLATION VESSELS

COMPONENT	ACTIVITY	VESSEL TYPE	RATE (US \$)	RATE (US \$)	METRIC (PER)	NOTES
			STRAIGHT TIME	OVERTIME		
MONOPILE	MOVEMENT FROM FINAL STORAGE AREA TO VESSEL STOWAGE	RO-RO			MONOPILE	7
MONOPILE	LASHING ONLY	RO-RO			MONOPILE	8
MONOPILE	REMOVAL OF MATTING/LOAD SPREAD ONLY	N/A			MONOPILE	9
TRANSITION PIECE	MOVEMENT FROM FINAL STORAGE AREA TO VESSEL STOWAGE	RO-RO			TRANSITION PIECE	7
TRANSITION PIECE	LASHING ONLY	RO-RO			TRANSITION PIECE	8
TRANSITION PIECE	MOVEMENT FROM FINAL STORAGE AREA TO VESSEL STOWAGE	LO-LO			TRANSITION PIECE	10
TRANSITION PIECE	LASHING ONLY	LO-LO			TRANSITION PIECE	8
TRANSITION PIECE	REMOVAL OF MATTING/LOAD SPREAD ONLY	N/A			TRANSITION PIECE	9
NACELLE	MOVEMENT FROM FINAL STORAGE AREA TO VESSEL STOWAGE	LO-LO			FULL NACELLE UNIT	10
NACELLE	LASHING ONLY	LO-LO			FULL NACELLE UNIT	8
NACELLE	REMOVAL OF MATTING/LOAD SPREAD ONLY	LO-LO			FULL NACELLE UNIT	9
TOWER SECTION	MOVEMENT FROM FINAL STORAGE AREA TO VESSEL STOWAGE	LO-LO			TOWER SECTION	10
TOWER SECTION	LASHING ONLY	LO-LO			TOWER SECTION	8
TOWER SECTION	REMOVAL OF MATTING/LOAD SPREAD ONLY	LO-LO			TOWER SECTION	9
BLADE	MOVEMENT FROM FINAL STORAGE AREA TO VESSEL STOWAGE	LO-LO			BLADE	10
BLADE	LASHING ONLY	LO-LO			BLADE	8
BLADE	REMOVAL OF MATTING/LOAD SPREAD ONLY	LO-LO			BLADE	9

Note 7 Includes labor/equipment for movement between storage and vessel stowage; Does not include scope of lashing, rigging, or storage materials/prep

Note 8 Includes the labor/equipment costs to lash to the vessel only

Note 9 Includes material cost and labor associated with breaking down matting/load spreading materials only

Note 10 Includes labor/equipment for movement between storage and vessel stowage; Does not include scope of lashing, rigging, ship's gear or storage materials/prep

TERMINAL HANDLING & MISCELLANEOUS

COMPONENT / ITEM	ACTIVITY		RATE (US \$)	RATE (US \$)	METRIC (PER)	NOTES
			STRAIGHT TIME	OVERTIME		
MONOPILE	STORAGE AREA MOVEMENT (IF NEEDED)				HOURL	11
TRANSITION PIECE	STORAGE AREA MOVEMENT (IF NEEDED)				HOURL	11
NACELLE	STORAGE AREA MOVEMENT (IF NEEDED)				HOURL	11
TOWER SECTION	STORAGE AREA MOVEMENT (IF NEEDED)				HOURL	11
BLADE	STORAGE AREA MOVEMENT (IF NEEDED)				HOURL	11
EXTRA LABOR	ADDITIONAL SKILLED LABOR (IF NEEDED)				HOURL	12
CRANE RENTAL	ADDITIONAL USE OF SPECIALIZED CRANE (IF NEEDED)				HOURL	13
SPMT RENTAL	ADDITIONAL USE OF SPMT (IF NEEDED)				HOURL	14

Note 11 Includes labor/equipment for additional movements within the project area not included in the primary scope; Matting/load spreading cost not included

Note 12 Includes the hire of skilled labor only if needed for miscellaneous tasks to support the project, but outside the scope of yard & vessel movements

Note 13 Includes the hire of specialized crane rental only if needed for miscellaneous tasks to support the project, but outside the scope of yard & vessel movements

Note 14 Includes the hire of SPMT rental only if needed for miscellaneous tasks to support the project, but outside the scope of yard & vessel movements

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

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION
(Submit with RFP/IFB)

Trade secrets or proprietary information submitted by an bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the bid in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire bid document, line item prices, and/or total bid prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the bidder refuses to withdraw such a classification designation, the bid will be rejected.

[illegible]

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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership 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) ►	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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
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:**

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

Certification number: _____

Certification date: _____

Section B

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

Proposed SWaM Plan

Plans for Utilization of SBSD-Certified Businesses for this Procurement

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

Section C

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

Good Faith Effort Indicators by the Bidder/Offeror

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

Exhibit I
Monthly SWAM Subcontractor Payment Report

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

PRIME CONTRACTOR'S NAME: _____

PROJECT NAME: _____

CONTRACT NUMBER: _____

MONTH ENDING DATE: _____

QUARTER ENDING DATE: _____

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

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

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

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

EXHIBIT J

Hazardous Substance Self-Disclosure

(Submit with 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).

<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: _____