



THE PORT OF VIRGINIA
AMERICA'S MOST MODERN GATEWAY

VIRGINIA INTERNATIONAL TERMINALS, LLC

Invitation for Bids

IFB #2026-15-VIT

Power Washing Services

Hampton Roads, VA



GENERAL INFORMATION	
INVITATION FOR BIDS TITLE	Power Washing Services
INVITATION FOR BIDS (IFB) NO:	2026-15-VIT
ISSUE DATE:	October 3, 2025
GENERAL DESCRIPTION:	The purpose of this Invitation for Bids (IFB) is to solicit bids to establish a Contract through competitive sealed bids for power washing services.
DIRECT INQUIRIES TO:	Erin Griggs at proposals@vit.org
QUESTIONS DUE DATE:	October 10, 2025 @2:00 p.m. to proposals@vit.org
BIDS DUE DATE:	October 23, 2025 @ 2:00 p.m. to proposals@vit.org
CONTRACT TERM:	One (1) Year with auto renewals up to five (5) years
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
	<div>Signature</div> <div>Title Date</div> <div>Telephone Number</div> <div>Email</div>

VIRGINIA INTERNATIONAL TERMINALS
Invitation For Bids #2026-15-VIT
Sections I through V

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| I. Purpose of the IFB | The purpose of this Invitation for Bids (IFB) is to solicit bids to establish a Contract through competitive sealed bidding for power washing services. |
| 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 power washing services 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://operations.portofvirginia.com/procurement . IFB responses must be received by 2:00 PM EDT, October 23, 2025. 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. |

Company Name: _____

In compliance with this Invitation for Bid and to all the conditions imposed herein, the undersigned bidder hereby offers and agrees to furnish power washing services at the price(s) indicated on the Bid Form. Your signature on this bid certifies your compliance to the Virginia International Terminals Procurement and Surplus Property Manual, the General Terms and Conditions, and the Special Terms and Conditions that are attached.

Signature: _____

Legal Representative of Firm	Printed Name	Date
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EXHIBIT A

GENERAL TERMS AND CONDITIONS

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

1. ADVERTISING:

The Contractor shall give no indication of the provision of services to Virginia International Terminals, LLC ("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 publicly post such notice on the Port of Virginia [website](#).

3. ANTI-DISCRIMINATION:

By entering into a Contract, the Contractor certifies to the 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 supplier.

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 services 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.

6. ASSIGNMENT AND SUBCONTRACTING:

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

7. AUDIT:

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

8. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in

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

9. AVAILABILITY OF FUNDS:

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

10. BID ACCEPTANCE PERIOD:

Any bid resulting from this 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 of 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 disputes provisions of VIT/HRCP II Procurement & Surplus Property Guidelines. 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 Procurement Head or their 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 Procurement Head or his/her 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 VIT's Procurement Head. Any revisions to the solicitation will be made only by addendum issued by the Procurement Head.

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. Contractor shall be solely responsible for compliance with all federal, state, and local occupational health and safety laws with respect to its personnel and Subcontractors, and shall take reasonable steps for the safety and protection of all persons and to property on which the Services are to be provided that may be affected by Contractor's activities. If Contractor observes any unsafe or dangerous conditions at the Property, it shall immediately report those conditions to VIT. Contractor acknowledges that Contractor has received and reviewed VIT's Workplace Health and Safety Program Manual ("Manual"), and shall comply, and cause its Subcontractors to comply, with all requirements in the Manual that relate to contractors while at the Property or otherwise performing the Service.

15. COMPLIANCE WITH ENVIRONMENTAL LAWS:

- A. As used in this section, "PERMIT HOLDER" and specifically "permits held by PERMIT HOLDER" shall refer collectively to Contractor and also VIT, which is the holder of certain permits affecting the operation of the Terminals.
- B. Contractor agrees that its activities on the Premises shall comply with all conditions in existing environmental permits held by PERMIT HOLDER insofar as those conditions may be applicable to the activities of Contractor on the Premises. The term "environmental permits" as used herein shall include federal, state, and local permits or licenses including but not limited to dredging permits, air pollution permits, water discharge or pretreatment permits, hazardous waste generator identification numbers, hazardous waste treatment storage or disposal permits. Contractor agrees to provide PERMIT HOLDER with copies of all correspondence, reports, notices, and other documents exchanged between Contractor and regulatory agencies concerning permits held by PERMIT HOLDER.
- C. Contractor further agrees to abide by all directives or orders issued by federal, state or local regulatory agencies with respect to Contractor's activities on the property, and no claim shall thereby be made against PERMIT HOLDER for any costs so incurred.
- D. Contractor agrees that it shall obtain environmental permits in its own name for its activities, where existing permits held by PERMIT HOLDER do not apply to the Contractor's activities. In this context, environmental permits includes not only those matters stated above, but also "dredge and fill" permits, sub-aqueous land construction permits, Chesapeake Bay Preservation Act compliance, and any other applicable environmental or land use regulations, whether federal, state or local in origin. Contractor will obtain the written consent of PERMIT HOLDER prior to applying for any such permits and shall provide PERMIT HOLDER with copies of all permit applications and any correspondence or other documents relating to the issuance of the permits. Contractor agrees that the cost of obtaining such permits shall be borne exclusively by Contractor, and that Contractor shall indemnify and hold PERMIT HOLDER harmless from all costs associated with application, issuance, modification, enforcement, and release of, and compliance with, such permits.
- E. Throughout the term of this License, Contractor shall not cause, permit or allow any "Hazardous Materials" to be used, stored, dumped, sold, released, or transported on or within any portion of the Premises or the Terminals by Contractor, its agents or employees, or its contractors, subcontractors, assignees, subcontractors, or any of their respective employees, agents, or contractors (collectively "Contractor Parties"), except in accordance with applicable federal, state and local environmental, safety, and health regulations and in accordance with requirements and regulations of the Virginia Port Authority ("VPA") and/or VIT. The term "Hazardous Material" as used in this section shall include all hazardous wastes as defined under Virginia Hazardous Waste Management Regulations VR 672-10-1, hazardous substances as defined pursuant to the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. 9601 *et seq.*), asbestos or asbestos-containing materials, petroleum products or wastes, products containing polychlorinated biphenyl, carcinogenic, or radioactive materials.
- F. Contractor agrees to give PERMIT HOLDER prompt written notice of any "release" of "Hazardous Materials" on or about the Premises. "Release" shall include any spilling, dumping, or discharge of "Hazardous Materials" that is required to be recorded or reported to federal or state officials under the provisions of federal or state law.

- G. Contractor agrees to give PERMIT HOLDER prompt written notice and a copy of any "Notice of Violation" or other administrative or judicial process issued by a federal, state or local government agency relating to a violation of environmental laws from Contractor's operations on the Premises.
- H. Contractor agrees to promptly clean up and remediate any release of Hazardous Materials on the Premises or other parts of the Terminals occurring due to the acts, omissions, negligence, or misconduct of any of the Contractor Parties. This clean-up and remediation shall be conducted at Contractor's sole expense and in compliance with all applicable federal, state and local laws and regulations then in effect.
- I. Upon expiration or termination of this License, PERMIT HOLDER shall cause an inspection of the Premises to be made by a qualified environmental consultant, for the purpose of documenting or assessing releases of Hazardous Materials. Contractor agrees to pay for the reasonable costs of this inspection, and any subsequent sampling or testing recommended by the environmental consultant as necessary to confirm whether or not a release of Hazardous Materials has occurred.
- J. Contractor's obligations under this section shall survive the termination or earlier expiration of this License.
- K. It is expressly understood by Contractor that VIT is an active participant in the Environmental Management System ISO 14001 program. Contractor shall observe and comply with the terms, conditions, and directives of this program.

16. CONFIDENTIAL RELATIONSHIP:

The Contractor shall keep in strictest confidence, and treat as proprietary to both VPA and its operating affiliate, Virginia International Terminals, LLC ("VIT"), all information that may be acquired in connection with, or as a result of, this Contract. During the term of the Contract and at all times thereafter, the Contractor shall not, without the prior written consent of VIT, publish, communicate, divulge, or use (except in the performance of the Contract itself) any such information unless it is in the public domain.

17. CONTRACT EXTENSIONS:

In the event that the original term and all renewals of this Contract expire prior to the award for a new contract for similar goods and/or services, VIT may, with written consent of the Contractor, extend this Contract for such a period as may be necessary to afford VIT a continuous supply of the identified good and/or services.

18. DEBARMENT STATUS:

By submitting their bids, Bidders 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.

19. 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.

20. 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.

21. ETHICS IN CONTRACTING:

By submitting their bids, Bidders certify 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 on any employee of VPA, VIT, or HRCP II, LLC ("HRCP 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.

22. FEDERALLY IMPOSED TARIFFS:

In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's cost so material that continued performance under the Contract becomes commercially impracticable, VIT shall have no obligation to agree to an increase in the purchase price for the affected good.

The Contractor may submit a written request for a price adjustment, but no increase shall be valid or enforceable unless expressly agreed by VIT in a written amendment. In no event shall any price increase exceed 25% of the actual, documented additional tariff cost attributable to the affected goods provided under this Contract.

Prior to VIT agreeing to a price increase pursuant to this Section, the contractor must provide to VIT, the following documentation, all of which must be satisfactory to the VIT:

1. Evidence demonstrating:
 - a) The unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to VIT under this Contract.
 - b) The applicability of the tariff to the specific good or raw material, and
 - c) Contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material).

The evidence submitted shall be sufficient in detail and content to allow VIT to verify that the tariff is the cause of the price change. This may include notice from the manufacturer or Contractor's supplier.

2. A certification signed by the contractor that it has made all reasonable efforts to obtain the good or raw materials comprising the good procured by VIT at a lower cost from a different source located outside of the country against which the tariff has been imposed.
3. A certification signed by the contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Contract without such a price increase.
4. As requested by VIT, written instructions authorizing VIT to request additional documentations from individuals or entities that provide the good or the raw materials to verify the information submitted by the contractor.

If VIT agrees to a price increase under this Section, the following additional terms shall apply:

During the Term and for five (5) years after the termination of this Contract, contractor shall retain, and VIT and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Contract and contractor's costs for providing goods to VIT, including but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.

Notwithstanding anything to the contrary in this Contract, VIT shall have the right to terminate this Contract for VIT's convenience upon 15 days' written notice to the contractor.

23. 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.

24. 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.

25. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their bid, Bidders 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.

26. INDEMNIFICATION:

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

27. 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 applicable insurance coverage limit.

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.

28. MANDATORY USE OF FORM AND TERMS AND CONDITIONS OF IFB'S:

Failure to submit a bid on the official VIT bid form provided for that purpose may be a cause for rejection of the bid. Modification of or additions to the General 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.

29. 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.

30. NONDISCRIMINATION OF CONTRACTORS:

A bidder or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

31. 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.

32. PAYMENT TERMS:

Invoices for services rendered or scheduled shall be submitted by the Contractor directly to apinvoices@vit.org. In the event Contractor is unable to email, invoices will be mailed to 1431 Terminal Boulevard, Norfolk, Virginia 23505. 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.

33. 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 #2026-15-VIT
- 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.

34. PRICE:

The Price and/or rate includes all duties, charges, royalties, tariffs, fees, and other related costs as of the Effective Date of this Contract. Foreign Taxes and taxes on the Contractor's income shall remain the responsibility of the Contractor. VIT shall not be responsible for any increase in Price resulting from a tariff or import duty imposed after the Effective Date unless such increase is expressly agreed upon in a written amendment in accordance with Section 22 Federally Imposed Tariffs. Any adjustments to the Price must be made strictly in accordance with the terms and conditions of the Contract and shall be subject to VIT's audit rights where applicable.

35. 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. Each subcontractor will be required to obtain an executed access agreement on VIT's standard form and proof of the insurance required by this Contract. Contractor acknowledges that claims for additional time or change order based on delay due to subcontractors' failure to provide either an executed access agreement or proof of necessary insurance required to gain access to VIT facilities will not be considered by VIT.

36. PROCUREMENT AND SURPLUS PROPERTY GUIDELINES:

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

37. 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 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.

38. REPRESENTATIONS:

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

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

39. 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.

40. 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.

41. SUPERSEDING EFFECT:

This Contract supersedes all prior oral or written agreements, if any, between the parties, and constitutes the entire agreement between the parties.

42. TAXES:

Sales to the Commonwealth of Virginia, including the Virginia Port Authority and its operating entity, Virginia International Terminals, LLC, 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.

43. 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 VIT against Contractor.

44. 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 Contract(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). If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed prior to termination for which costs can be substantiated. In no case shall the amount to be paid exceed the original Contract Price.

EXHIBIT B

SPECIAL TERMS AND CONDITIONS

1. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION
2. CONTINUITY OF SERVICES
3. CONTRACTOR'S TITLE TO MATERIALS
4. CONTRACTOR OVERSIGHT
5. DELIVERY
6. DELIVERY NOTIFICATION
7. FINAL INSPECTION
8. INSPECTION OF JOB SITE
9. INSTALLATION
10. INSURANCE
11. LABELING OF HAZARDOUS SUBSTANCES
12. LIQUIDATED DAMAGES
13. NEW FEATURES
14. PERFORMANCE AND PAYMENT BONDS
15. SECURITY LICENSE
16. SWAM SUBCONTRACTING AND EVIDENCE OF COMPLIANCE
17. TESTING, INSPECTION AND FINAL ACCEPTANCE
18. WARRANTY (COMMERCIAL)
19. WORK ESTIMATES (TIME AND MATERIAL CONTRACTS)
20. WORK 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 contract, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without VIT's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of 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:

1. 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:
 - a) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - b) 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
 - c) That the VIT Procurement Head shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. 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.
3. 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. CONTRACTOR OVERSIGHT:

Contractor shall be solely responsible for (1) the means, methods, techniques, sequences, and procedures, and (2) safety precautions and programs in connection with the Service. Contractor shall immediately notify VIT of any circumstances, activities, conditions, or work inhibiting Contractor's ability to perform the Service using proper means, methods, techniques, sequences, or procedures, or any safety precautions or programs

5. DELIVERY:

Performance of services shall be **as outlined in Exhibit C**

6. 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:

Scott Myers
Name

757-506-6121
Phone

7. FINAL INSPECTION:

At the conclusion of the work, the Contractor shall demonstrate to the authorized owners' 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.

8. INSPECTION OF JOB SITE:

The Contractor's signature on this solicitation constitutes certification that the Contractor 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.

9. INSTALLATION:

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

10. INSURANCE:

The Contractor shall, at its sole cost, procure and maintain throughout the term of this Agreement insurance coverage from carriers authorized to operate in the Commonwealth of Virginia by the Virginia State Corporation Commission, with a minimum A.M. Best rating of A- or better. All policies shall be primary and noncontributory to any other insurance maintained by Virginia International Terminals, LLC ("VIT") or its affiliates. Required coverages include: (i) Commercial General Liability Insurance with coverage at least as broad as ISO form CG 00 01 and limits not less than \$1,000,000 per occurrence; (ii) Business Automobile Liability Insurance with coverage at least as broad as ISO form CA 00 01, applicable to all owned, non-owned, and hired vehicles used in performance of this Agreement, with limits not less than \$1,000,000 per accident; (iii) Workers' Compensation and Employer's Liability Insurance as required by Virginia law, with statutory limits and a minimum of \$1,000,000 per accident for bodily injury or disease, including compliance with applicable federal laws such as the USL&H and Jones Act; and (iv) Umbrella/Excess Liability Insurance, which may be used to meet required limits, provided it follows the form of underlying coverages and does not create gaps.

Supplemental coverage may be required based on the nature of the Work. If the Work involves environmental risks such as hazardous materials, fuel storage, waste disposal, or operations near water bodies, the Contractor shall maintain Pollution Liability Insurance. Coverage must include bodily injury, property damage, environmental cleanup costs, third-party claims, government-mandated remediation, and both gradual and sudden pollution events. Limits shall be no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

VIT may require additional insurance coverage based on specific project risks and reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. All claims-made policies must have a retroactive date prior to the contract's effective date and be maintained for three (3) years following completion of the Work. Insurance policies may not be canceled or materially modified without thirty (30) days' prior written notice to VIT. All liability policies, except Professional Liability and Workers' Compensation, must include: a waiver of subrogation in favor of the VIT Parties; coverage for liability assumed under "insured contracts"; additional insured status for the VIT Parties for both ongoing and completed operations; severability of interests; recognition of contracts with VIT Parties as "insured contracts"; and support for the Contractor's indemnity obligations. Evidence of insurance shall be provided via ACORD 25 certificates submitted annually to coisubmissions@portofvirginia.com, listing Virginia International Terminals, LLC, 601 World Trade Center, Norfolk, VA 23510 as certificate holder. Additional insureds shall include Virginia Port Authority, Virginia International Gateway, Inc., City of Richmond, VA, HRCP II, LLC, and their respective affiliates, officers, and agents, which may be satisfied via blanket endorsements. The Contractor shall ensure all subcontractors maintain insurance meeting these standards. All deductibles and self-insured retentions must be disclosed and approved. Failure to maintain required insurance may result in termination of the Agreement.

11. 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 Bidder by submitting his/her bid, 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 bidder does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.

12. LIQUIDATED DAMAGES, GOODS AND NONPROFESSIONAL SERVICES:

Delivery of supplies, services, materials, or equipment must be completed by the date mutually agreed upon by the parties, as specified in the task order or change order. The specific amount of liquidated damages, if applicable, will be determined and mutually agreed upon by the parties for each task order or change order issued. The Bidder acknowledges that time is of the essence in the delivery of the supplies, services, materials, or equipment specified in the bid documents. If the delivery is not made by the date specified in the agreed-upon task order or change order, liquidated damages will be assessed at the rate specified in the task order/change order. This amount will be deducted for each calendar day of delay, not as a penalty, but as liquidated damages. However, no liquidated damages will be assessed if the delay is caused by events outside the contractor’s control, including but not limited to acts of VIT, public enemy, war, embargo, fire, explosion, riot, sabotage, or labor disruptions (such as strikes), provided such delays are not the result of negligence or intentional acts by the contractor or its suppliers. In such cases, the contractor may request a reasonable extension of time, which may be granted at the sole discretion of the purchasing office, based on good cause shown in the contractor’s written request.

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 Section 12, Changes to the Contract.

14. PERFORMANCE AND PAYMENT BONDS:

If applicable, the successful bidder shall deliver to the Procurement Head 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 the purchasing office. Standard bond forms will be provided by VIT prior to or at the time of award.

15. SECURITY LICENSE: INTENTIONALLY OMITTED.

16. SWAM 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. If this Contract requires the Contractor to (i) provide a Small, Women-owned, and Minority-owned (“SWaM”) procurement plan acceptable to VIT (as approved, the “Approved SWaM Plan”), or (ii) contract certain work or value of work to a SWaM subcontractor, then as a condition to final payment, Contractor shall deliver to VIT, before or with Contractor’s request for final payment, evidence and certification of Contractor’s compliance with the Approved SWaM Plan and/or the contractual requirements for SWaM subcontracting. Such evidence shall include (i) copies of the qualification certificates of the SWaM subcontractor(s) from the Virginia Department of Small Business and Supplier Diversity (DSBSD), (ii) evidence of the required performance by and payment to the SWaM subcontractor(s), and (iii) such other documents and information as VIT may reasonably request to confirm compliance. Failure to comply with the Approved SWaM Plan and/or the

contractual requirements for SWaM subcontracting may result in forfeiture of final payment, debarment of the Contractor from future contracts with the Virginia Port Authority and/or VIT/HRCF II in accordance with VIT/HRCF II Procurement and Surplus Property Guidelines, and/or other appropriate penalties.

17. 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.

18. WARRANTY (COMMERCIAL):

Contractor shall perform the Service (1) in a safe, professional, skillful, and competent manner in conformance with the standards of quality and practice of other contractors with experience on other projects of similar size, scope, location, and complexity, (2) in compliance with all federal, state, and local laws, ordinances, rules, codes, regulations, and lawful orders of governmental authorities having jurisdiction over the jurisdiction over the locations in which the Services are to be provided (collectively, the "Legal Requirements"), including those Legal Requirements governing the performance of the Service, (3) in compliance with the Contract Documents. The contractor agrees that the services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such services and that the rights and remedies provided therein are in addition to and do not limit those available to VIT by any other clause of this solicitation. A copy of this warranty should be furnished with the bid.

19. WORK ESTIMATES (TIME AND MATERIAL CONTRACTS):

Under this time and material contract, the contractor shall furnish VIT with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If VIT determines that the estimated price is not fair and reasonable, VIT has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, VIT reserves the right to obtain additional quotes from other suppliers. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract. The contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.

20. WORK DAMAGES:

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to VIT's satisfaction at the contractor's expense. In performing the Service, Contractor shall be responsible for any damage or loss to the Property on which the Services are to be provided in whole or in part by Contractor, its Subcontractors, or anyone directly or indirectly engaged or employed by them, and will remedy that damage or loss at its cost.

Exhibit C

Scope of Work

I. Introduction:

Virginia International Terminals, LLC (VIT) is soliciting bids from qualified bidders to provide power washing services to Virginia International Terminals, LLC (VIT). The successful bidder will be responsible for providing the following but not limited labor, supervision, equipment, heavy machinery, personal protective equipment (PPE), and tools of the trade as necessary to provide power/pressure washing services under contract by VIT.

This Scope of Work (SOW) outlines the requirements for professional power washing services to be performed at Norfolk International Terminals, Portsmouth Marine Terminals, Newport News Marine Terminals and Virginia International Gateway Terminals. The services shall include cleaning of exterior surfaces such as sidewalks, building facades, loading docks, shipping containers, straddle carriers, shuttles trucks, maintenance trucks, cleaning crane and shuttle cabs all other container moving equipment and other designated areas, with a strong emphasis on minimizing environmental impact.

A man lift will be provided for cleaning the shuttles from top to bottom. Once designated equipment is cleaned vendor is required to clean man lift after use so it can be maintenance as needed. Vendor will need to clean wash pad where equipment is cleaned after each cleaning. Vendor will be required to shovel any excess sludge on ground in to 55 gallon drums we provide. All pressure wash hose reels will be required to have hoses rolled up at end of each use. All wash bay drains will be required to be kept clear and clean before and after each use. We will also provide soap for heavy equipment. We have a pressure wash station but vendor must also have operational smaller pressure washer for needed jobs.

II. Terminal Locations:

The successful bidder will service the following Terminal Locations:

Portsmouth Marine Terminal (PMT): Intersection of Cleveland Street and Lee Avenue.
Portsmouth, VA 23707

Virginia International Gateway (VIG):

Norfolk International Terminal (NIT):

Newport News Marine Terminals (NNMT)

III. Responsibilities:

a. Power Washing Services:

- Contractor shall provide sufficient workforce that is fully qualified to perform within the highest trade standards, including but not limited to the following services.
- High-pressure washing of concrete, brick, Maintenance equipment, metal shipping containers and other exterior surfaces.

- Removal of dirt, grime, grease, oil, mold, mildew, oil stains, and other contaminants.
- Use of biodegradable, non-toxic cleaning agents approved for outdoor use.
- Do a provided guideline pressure washing pre and post op inspection sheet to maintain EMS compliance guidelines.
- Collection and proper disposal of wastewater in compliance with local, state, and federal environmental regulations.
- Protection of nearby vegetation and storm-water drains during cleaning operations.
- Optional sealing of surfaces post-cleaning to reduce future buildup and runoff.

b. Personnel Requirements:

- All of the Contractors personnel who will provide routine service must obtain a TWIC Card to access any of the Terminal locations.
- Onsite locations hours will be seven (7) days a week twenty-four (24) hours a day. VIT reserves the right to adjust the working hours based on operational needs.
- The contractor will be required to deliver a daily operations recap each morning, using the provided Attachment A: Daily Report Form detailing the previous day's completed tasks, each individual's name, position description, and hours worked.
- Upon request the contractor shall be able to provide documentation detailing the full name and hours worked on each day for the duration of the project. These records shall be complete, accurate, and submitted in a format approved by VIT.
- The Contractor shall perform their work in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises.
- To ensure Contractors uninterrupted operations during adverse weather condition. The Contractor must be able to establish on-site shelters.
- The Contractor shall designate a person(s) as a contact for working hour's service Monday through Friday from 8:00 AM to 5:00 PM, including state holidays. Services shall be performed during off-peak hours to minimize disruption. The contractor will coordinate with Maintenance management to establish a mutually agreed-upon schedule.
- The Contractor as a company will be responsible for dispatching the appropriate equipment, personnel, and goods based on the needs identified by VIT.

Name:_____ Phone Number:_____

- In the event there is no onsite coverage VIT may require the Contractor to send an alternate person to respond to the terminal within two (2) hours of receiving the call from VIT. All associated work related to each call for service shall be completed within 24 hours, unless approved by VIT.
- The Contractor shall designate one primary person as a contact for Afterhours service and designate at least one or more backup(s) to be available 24/7/365. Afterhours are defined as non-working hours. The Contractor will be responsible for dispatching the appropriate personnel, and goods based on the needs identified by VIT. Afterhours calls shall be returned within one (1) hour and personnel dispatched to the terminal within two (2) hours of the returned call. All associated work related to each call for services shall be completed within 24 hours, unless approved by VIT.

Afterhours Primary POC:

Name: _____ Phone Number: _____

Afterhours Backup(s) POC:

Name: _____ Phone Number: _____

Name: _____ Phone Number: _____

- All changes to Contractor onsite personnel or emergency contacts must be communicated immediately in writing to VIT. This communication should include the effective date of the change, person's name, email, phone number, and their role within our account structure.

c. Safety and Compliance Requirements:

- The Contractor must abide by the Port of Virginia Health and Safety Policy found at [Health, Safety & Environment - Port of Virginia](#), which emphasizes maintaining a safe and healthy work environment for all employees, volunteers, and contractors who access terminal property and locations. The bidder shall be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The bidder shall immediately communicate any concerns or incidents to healthandsafety@vit.org.
- The Contractor is responsible to provide all required safety equipment and protective gear needed to complete the services.
- The Contractor is responsible for proper storage and placarding of all supplier controlled materials on Terminal in compliance with any and all VOSH, OSHA, NFPA, and Federal standards.

d. Environmental Impact Mitigation

- Contractor is required to provide VIT with a copy of your company's safety plan.

- To ensure environmentally responsible operations, the contractor shall:
- Utilize water reclamation systems to capture and filter runoff.
- Prevent discharge of wastewater into storm drains or natural water bodies.
- Use EPA-approved detergents that are safe for wildlife and aquatic ecosystems.
- Implement best management practices (BMPs) to reduce water usage and chemical runoff.
- Provide documentation of environmental compliance and disposal methods upon request.

e. Safety and Compliance

- All work must comply with OSHA standards and local safety regulations.
- Contractor personnel must be trained in environmentally safe cleaning practices.
- Proper signage and barriers must be used to ensure public safety during operations.

f. Deliverables

- Completion of power washing services as outlined.
- Post-service inspection and report detailing areas cleaned, materials used, and environmental safeguards implemented.
- Documentation of wastewater disposal and chemical usage.

IV. Pricing & Additional Costs:

Contractor shall not charge any additional service charges, delivery fees, trip fees, fuel surcharge fees, other than what is listed in the below pricing schedules. Pricing for services shall include all labor and materials.

Bid Tab Sheet:

Services/Expenses	Hourly Rate	After Hours Rate

V. Billing & Invoice requirements:

- A complete invoice shall include but not be limited to this contract number 2026-15-VIT, purchase order number as supplied by Virginia International Terminals, date of service, Daily Report Form, Contracted rates, and any other pertinent information necessary to verify the invoice total.

- A complete invoice will be expected monthly and itemized in detail by terminal location. The invoice should be received by VIT no later than the 5th of the following month. Invoices shall be sent to apinvoices@vit.org with the contract administrator in copy.

Attachment A

Daily Report Form

CONTRACTOR:
CONTRACT #: 2026-15-VIT
CONTRACT ADMINISTRATOR:
PROJECT DESCRIPTION:
PO #:
DATE:

Labor:

NAME	TIME IN	TIME OUT	TOTAL HRS	HOURLY RATE	TOTAL COST
TOTAL LABOR COSTS =					
MATERIALS COST + _____% MARKUP =					
TOTAL LABOR COSTS + MATERIALS = TOTAL COST =					

Description of completed tasks: _____

THE ABOVE INFORMATION, SHOWN FOR THE WORK PERFORMED, HAVE BEEN AGREED UPON AND VERIFIED.

CONTRACTOR'S REPRESENTATIVE SIGNATURE

PRINT NAME

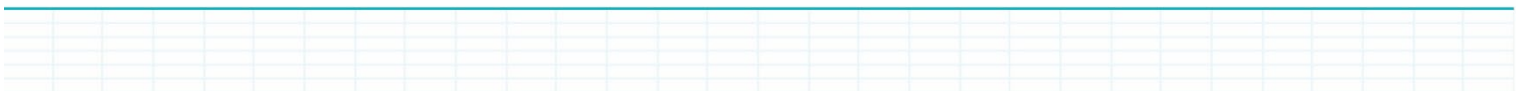


EXHIBIT D

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	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 <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1"><tr><td align="center" colspan="9">Social security number</td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr><tr><td align="center" colspan="14">or</td></tr><tr><td align="center" colspan="14">Employer identification number</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Social security number													-					-					or														Employer identification number																											
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	<table border="1"><tr><td>Sign Here</td><td>Signature of U.S. person</td><td>Date</td></tr></table>	Sign Here	Signature of U.S. person	Date
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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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: _____