



**THE PORT OF VIRGINIA**  
AMERICA'S MOST MODERN GATEWAY

## **VIRGINIA INTERNATIONAL TERMINALS, LLC**

Request for Proposals

**RFP #2026-05-VIT**

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### **MAINTENANCE SUPPLY VENDING MACHINES**

Norfolk International Terminals

Virginia International Gateway

Portsmouth Marine Terminal

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**REQUEST FOR PROPOSALS (RFP)**

**TRANSMITTAL PAGE**

Title: Maintenance Supply Vending Machines

RFP: 2026-05-VIT

Issue Date: October 14, 2025

Issuing Agency: Virginia International Terminals, LLC (VIT)

Virginia International Terminals, LLC (VIT) is seeking proposals for Maintenance Supply Vending Machines for Norfolk International Terminals (NIT), Virginia International Gateway (VIG), and Portsmouth Marine Terminal (PMT). The term of the Contract shall be for one year and shall renew automatically for up to four (4) additional one (1) year periods in accordance with the terms noted in the Contract. Proposals and all other correspondence, including questions, shall be sent electronically to [proposals@vit.org](mailto:proposals@vit.org). All email communications shall contain "RFP 2026-05-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 October 29, 2025.

Site Visit: Each prospective Offeror will be allowed one (1) site visit prior to the questions due date. Site visits must be scheduled at least 24 hours in advance by submitting a request containing at least three (3) available dates and times via email to [proposals@vit.org](mailto:proposals@vit.org).

Proposals will be received until 2:00 p.m. EST November 19, 2025, an electronic copy of each proposal must be submitted to the following e-mail: [proposals@vit.org](mailto: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 good and related 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: \_\_\_\_\_

FEIN/FIN Number: \_\_\_\_\_

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

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**VIRGINIA INTERNATIONAL TERMINALS, LLC**  
**Request for Proposals 2026-05-VIT**  
**Sections I through VI**

- |   |  |
|---|--|
| I. Purpose of the RFP                                 | The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified Offerors for Maintenance Supply Vending Machines and associated services.   |
| 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 Maintenance Supply Vending Machines and associated services. The Contractor(s) selected shall furnish the goods and related 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 <a href="https://operations.portofvirginia.com/procurement">https://operations.portofvirginia.com/procurement</a> . <b>RFP responses must be received by 2:00 PM EDT, November 19, 2025.</b> Responses shall be sent to <a href="mailto:proposals@vit.org">proposals@vit.org</a> . 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 <a href="mailto:proposals@vit.org">proposals@vit.org</a> by the designated date and hour. |
| IV. Ownership of Data Submitted Pursuant to the RFP   | Ownership of all data, materials and documentation prepared for VIT pursuant to the RFP shall belong exclusively to VIT and will not be subject to public inspection in accordance with the Virginia Freedom of Information Act. However, proprietary information or trade secrets submitted by an Offeror shall not be subject to public disclosure. The Offeror must, with specificity, identify those portions of its proposal, which are proprietary. Offerors may not designate all of a proposal "proprietary" and any attempt to do so may result in rejection of the proposal.   |

V. Evaluation & Award Criteria	Criteria	Points
	Experience and Qualifications	30
	Vending Machine Specs, Capabilities, and Features	20
	Service and Support	20
	Price	15
	Reporting and Invoicing	15

VI. Award of the Contract

Selection shall be made of Offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors set out immediately above. Negotiations shall be conducted with the Offeror so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, VIT shall select the Offeror which, in its opinion, has made the best proposal, and shall award the Contract to that Offeror. Virginia International Terminals, LLC may cancel this Request for Proposals or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Should Virginia International Terminals, LLC determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a Contract may be negotiated and awarded to that Offeror. The award document will be a Contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated. VIT intends to award a Contract to a single Offeror, however, if VIT determines it is in its best interest to do so, VIT reserves the right at its sole discretion to award a Contract to more than one Offeror and/or split the order among Offerors.

The undersigned offeror proposes to furnish the following in accordance with the Contract documents, including any Addenda issued, for the price(s) indicated in the submitted proposal.

Company Name: \_\_\_\_\_

This proposal is subject to the provisions of the Virginia International Terminals and HRCP II Procurement and Surplus Property Guidelines and the General and the Special Terms and Conditions herein.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned Offeror hereby offers and agrees to furnish the goods and related 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 goods and related services included in the scope of the Contract.

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
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27. MANDATORY USE OF FORM AND TERMS AND CONDITIONS OF RFPS
28. NO ORAL MODIFICATIONS TO THE CONTRACT
29. NONDISCRIMINATION OF CONTRACTORS
30. OPERATING AUTHORITY AND CREDENTIALS
31. PAYMENT TERMS
32. PRECEDENCE OF TERMS
33. PRICE
34. PRIME CONTRACTOR RESPONSIBILITIES
35. VIT/HRCF II PROCUREMENT & SURPLUS PROPERTY GUIDELINES
36. PROPOSAL ACCEPTANCE PERIOD
37. PROPOSAL PRICE CURRENCY
38. QUALIFICATIONS OF PROPOSERS
39. REPRESENTATIONS
40. STRICT LOYALTY
41. SUBCONTRACTS
42. SUPERSEDING EFFECT
43. TAXES
44. TERMINATION AND SUSPENSION
45. 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 the 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 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 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. BEST AND FINAL OFFER:**

At the conclusion of negotiations, the Offeror (s), may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror (s). The Offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

**11. CHANGES TO THE CONTRACT:**

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

1. VIT may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as the method of packing or shipment, the place of delivery or installation, and changes in the specifications, including drawings and designs. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give VIT a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a) By mutual agreement between the parties in writing; or
  - b) By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounting for the number of units of work performed, subject to VIT's right to audit the Contractor's records and/or to determine the correct number of units independently; or
  - c) By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present VIT with all vouchers and records of expenses incurred and savings realized. VIT shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to VIT within thirty (30) days from the date of receipt of the written order from VIT. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of VIT/HRCF II Procurement and 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.

**12. CLARIFICATION OF TERMS:**

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

**13. COMPLIANCE WITH ALL LAWS AND REGULATIONS:**

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

**14. 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.

**15. CONFIDENTIAL RELATIONSHIP:**

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

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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, LLC ("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.

**21. 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 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 contractors 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.

**22. 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.

**23. 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.

**24. 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.

**25. INDEMNIFICATION:**

The Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, 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.

**26. 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.

**27. 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, Virginia International Terminals, LLC reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

**28. 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.

**29. NONDISCRIMINATION OF CONTRACTORS:**

A bidder, offeror, 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 or offeror 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.

**30. 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*.

**31. PAYMENT TERMS:**

Invoices for services rendered or scheduled shall be submitted by the Contractor directly to [apinvoices@vit.org](mailto: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 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.

**32. PRECEDENCE OF TERMS:**

The following descending order of precedence shall govern in the event of a conflict between the documents of the Contract entered into pursuant to this solicitation.

- (a) Articles of the Contract
- (b) Exhibit A, General Terms & Conditions
- (c) Exhibit B, Special Terms & Conditions
- (d) Exhibit C, Contractor's Proposal

If any discrepancy, ambiguity, divergence, inconsistency, deficiency, design or construction impracticality, or omission from, in or among any of the above documents is found, notice shall immediately be given by the party finding the same to the other party, specifying the discrepancy, ambiguity, divergence, inconsistency, deficiency, design or construction impracticality or omission, and VIT shall issue instructions in regard thereto; provided, however, no such matter shall vitiate or impair the obligations of the Contractor under the Contract. No instruction given by VIT under this clause shall amount to a change to the Contract, and the Contractor shall not be entitled to any extension of time or extra payment in respect thereof; the cost of implementing the instruction shall be deemed to be included in the Contract price.

**33. 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 VPA facilities will not be considered by VIT.

**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 21 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. VIT/HRCF II PROCUREMENT AND SURPLUS PROPERTY GUIDELINES:**

This solicitation is subject to the provisions of 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](mailto:proposals@vit.org) only.

**36. 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.

**37. PROPOSAL PRICE CURRENCY:**

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

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

**39. 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.

**40. 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.

**41. 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 Virginia International Terminals, LLC 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.

**42. SUPERSEDING EFFECT:**

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

**43. TAXES:**

Sales to the Commonwealth of Virginia, including VIT, 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.

**44. 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.

**45. 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 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. EXTRA CHARGES NOT ALLOWED
8. FINAL INSPECTION
9. INSPECTION OF JOB SITE
10. INSTALLATION
11. INSURANCE
12. LABELING OF HAZARDOUS SUBSTANCES
13. LIQUIDATED DAMAGES
14. MATERIAL SAFETY DATA SHEETS
15. NEW FEATURES
16. PERFORMANCE AND PAYMENT BONDS
17. PRICE ESCALATION/DE-ESCALATION
18. PRODUCT AVAILABILITY/SUBSTITUTIONS
19. PRODUCT INFORMATION
20. QUANTITIES
21. RISK OF LOSS
22. SECURITY LICENSE
23. SWAM SUBCONTRACTING AND EVIDENCE OF COMPLIANCE
24. TESTING, INSPECTION AND FINAL ACCEPTANCE
25. TRAINING IN OPERATION AND MAINTENANCE OF EQUIPMENT
26. WARRANTY (COMMERCIAL)
27. WORK ESTIMATES (TIME AND MATERIAL CONTRACTS)
28. 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 VPA 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 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 and delivery of associated goods 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:

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Name

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Phone

**7. EXTRA CHARGES NOT ALLOWED:**

Contract pricing for all goods and services shall be inclusive of all costs necessary to ensure equipment is fully operational. This includes equipment, installation (with optimization and relocation as needed), initial inventory stocking, and re-stocking. All applicable freight and installation charges must be included. No additional charges will be permitted unless expressly authorized under Section 11 (Changes to the Contract) of the General Terms and Conditions

**8. FINAL INSPECTION:**

At the conclusion of any and all work throughout the term of the resulting Contract, 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.

**9. 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.

**10. INSTALLATION:**

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

**11. INSURANCE:**

a. Contractor's Insurance Obligations:

- i. The Contractor must purchase and maintain the following liability insurance policies during the contract term. These policies must be from insurers authorized to operate in Virginia by the Virginia State Corporation Commission. All policies must be primary and noncontributory to any other insurance.

b. Mandatory Coverage Requirements:

- i. Commercial General Liability Insurance:
  1. Coverage must be at least as broad as ISO form CG 00 01
  2. Minimum coverage of \$1,000,000 per occurrence.
- ii. Business Automobile Liability Insurance:
  1. Coverage must be at least as broad as ISO form CA 00 01
  2. Required if performance will involve operation of a motor vehicle.
  3. Minimum coverage of \$1,000,000 per accident
  4. Applicable to all owned, non-owned, and hired autos
- iii. Workers' Compensation and Employer's Liability Insurance:
  1. As required by Virginia law, with statutory limits.
  2. Minimum limit of \$1,000,000 per accident for bodily injury or disease.
  3. Compliance with federal requirements (e.g., USL&H, Jones Act).
- iv. Umbrella/Excess Liability Insurance:
  1. May be used in combination with primary policies to meet limit requirements.
  2. Must apply without gaps in coverage limits and follow the form of underlying primary coverages.

c. Supplemental Coverage Requirements

- i. N/A

d. Insurance Policy Requirements

i. Claims-Made Policies

1. Must have a retroactive date prior to the contract's effective date.
2. Coverage must be maintained for three (3) years following completion of work.

ii. Cancellation Notice

1. Insurance policies may not be canceled or materially modified without providing VIT thirty (30) days' advance written notice.

iii. Required Endorsements and Coverage Terms

1. All liability insurance policies, except Professional Liability and Workers' Compensation policies, shall:
  - a. Include a waiver of subrogation in favor of the VIT Parties, by endorsement.
  - b. Not exclude coverage for liability assumed under an "insured contract," including indemnification obligations assumed by the named insured in favor of the VIT Parties, to the extent such coverage is otherwise available under the policy.
  - c. Name the VIT Parties as additional insureds, by endorsement, for both ongoing and completed operations, where applicable.
  - d. Be primary and non-contributory with respect to any insurance maintained by the VIT Parties.
  - e. Include a severability of interests clause or equivalent wording to ensure coverage is not invalidated by acts or omissions of another insured.
  - f. Deem contracts between the named insured and the VIT Parties as "insured contracts" to the fullest extent permitted by applicable policy language.
  - g. Provide copies of endorsements evidencing compliance with these requirements upon request.
  - h. Not be modified or canceled in a manner that reduces or eliminates required coverage without thirty (30) days' prior written notice to the VIT Parties.
  - i. Support and not limit the indemnity obligations of the contractor under the agreement.

iv. Evidence of Insurance

1. Policies must be documented using an ACORD 25 "Certificate of Liability Insurance" form.
2. Certificates must be submitted annually via email to:  
[coisubmissions@portofvirginia.com](mailto:coisubmissions@portofvirginia.com) while the agreement remains in force.

v. Certificate Holder

1. Virginia International Terminals, LLC 601 World Trade Center Norfolk, VA 23510

vi. Additional Insured Requirements

1. The following entities must be named as additional insureds on all liability policies (except Workers' Compensation and Professional Liability unless specifically requested):
  - a. Virginia Port Authority, Virginia International Terminals, LLC, Virginia International Gateway, Inc., City of Richmond, VA, HRCP II, LLC, their respective commissioners, officers, directors,

members, general managers, parent and affiliate companies, employees, and agents (“VIT Parties”)

- b. This requirement may be satisfied using appropriate blanket endorsements, provided such endorsements expressly extend coverage to the VIT Parties.

- e. Additional Requirements

- i. Policy Review and Approval

- 1. VIT reserves the right to review and approve all insurance policies prior to commencement of work.

- ii. Subcontractor Insurance

- 1. Contractor must ensure that all subcontractors maintain insurance coverage appropriate to their scope of work, and no less than the Mandatory Coverage Requirements.

- iii. Insurance Carrier Rating

- 1. All insurance carriers must have a minimum A.M. Best rating of A- or better.

- iv. Deductibles and Self-Insured Retentions

- 1. All deductibles and self-insured retentions must be disclosed and are subject to approval by VIT.

- v. Failure to Maintain Insurance

- 1. Failure to maintain the required insurance may result in termination of the contract.

- f. Additional Coverage

- i. VIT may require additional insurance coverage based on specific project risks.

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.

**12. LABELING OF HAZARDOUS SUBSTANCES:**

If the items or products requested by this solicitation are “Hazardous Substances” as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or “Pesticides” as defined in § 136 of Title 7 of the United States Code, then the Offeror by submitting his bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the bidder/offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.

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

Product Delivery, Stock, Re-Stock, and Performance of Services are to be completed in accordance with the standards established in Appendix A. It is understood and agreed by the Offeror that time is of the essence in the delivery of supplies, services, materials, or equipment of the character and quality specified in the proposal document. In the event these specified supplies, services, materials, or equipment are not delivered by the date specified there will be deducted, not as a penalty but as liquidated damages, the sum of ten percent (10%) of the monthly invoice amount, per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence, or default on the part of VIT, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or his supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the contractor, the purchasing office may extend the time for performance of the contract or delivery of goods herein specified, at the purchasing office’s sole discretion, for good cause shown.

**14. MATERIAL SAFETY DATA SHEETS:**

Material Safety Data Sheets and descriptive literature shall be provided with the bid/proposal for each chemical and/or compound offered. Failure on the part of the bidder/offeror to submit such data sheets may be cause for declaring the bid/proposal as nonresponsive.

**15. 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 11, Changes to the Contract.

**16. PERFORMANCE AND PAYMENT BONDS:**

If applicable, the successful offeror 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.

**17. PRICE ESCALATION/DE-ESCALATION:**

Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: Motor Vehicle Maintenance and Repair. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the Procurement Head. However, price decreases are subject to implementation at any time and shall be immediately conveyed to the VIT.

Contractor shall not give less than 30 days advance notice of any price increase to the Procurement Head. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to VIT; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

The Procurement Head or designee, will notify the contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the Procurement Head.

**18. PRODUCT AVAILABILITY/SUBSTITUTION:**

Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. VIT may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.

**19. PRODUCT INFORMATION:**

The offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable VIT to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.

**20. QUANTITIES:**

Quantities set forth in this solicitation are estimates only, and the contractor shall supply all goods at the agreed upon prices in the actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

**21. RISK OF LOSS:** The Contractor assumes the risk of, and shall be responsible for, any loss or damage to the items furnished under the Contract until its delivery to VIT. The Contractor's risk and loss shall be limited to the scope of work.

**22. SECURITY LICENSE: INTENTIONALLY OMITTED**

**23. 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 Virginia International Terminals, LLC in accordance with the VIT/HRCP II Procurement & Surplus Property Guidelines, and/or other appropriate penalties.

**24. 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 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.

**25. TRAINING IN OPERATION AND MAINTENANCE OF EQUIPMENT:**

The Contractor, in conjunction with its subcontractors and suppliers, shall provide VIT's personnel with instruction in the proper operation and maintenance of the items and related controls provided under the Contract.

**26. 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 goods and 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/proposal.

**27. WORK ESTIMATES (TIME AND MATERIAL CONTRACTS): INTENTIONALLY OMITTED**

**28. 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**

**Purpose:**

Virginia International Terminals, LLC (VIT) is soliciting proposals from qualified Offerors to establish a Contract through competitive negotiations for the provision of consumable inventory, small tools and equipment items delivered via vending machine services. The successful Offeror will be responsible for providing all necessary labor, tools, and equipment to: Supply and setup an appropriate number and style of vending machines to support VITs maintenance operations'; supply consumable inventory items as approved by VIT; manage inventory, including initial stocking, routine replenishment, and emergency restocking; perform routine maintenance and services of the machines; monitor inventory levels and provide regular reporting; and manage user access and associated permissions.

**Locations:**

The successful Offeror will service the following Terminal Locations:

- a. Norfolk International Terminals (NIT): 7737 Hampton Blvd. Norfolk, VA 23505
- b. Virginia International Gateway (VIG): 1000 Virginia International Gateway Blvd. Portsmouth, VA 23703
- c. Portsmouth Marine Terminal (PMT): Intersection of Cleveland Street and Lee Avenue. Portsmouth, VA 23707

VIT will provide operational space on Terminal for the successful Offeror to manage inventory and vending services. The size and location of this space may be adjusted based on VIT's evolving business needs. VIT reserves the right to modify, relocate, add, or remove operational spaces on Terminal as necessary. Any changes will be documented through a formal written agreement between the parties. The successful Offeror will be responsible for the installation of the vending machines, setup of the service area, and storage of all back stock in coordination with and ultimately approved by VIT.

**Responsibilities:**

The successful Offeror will be responsible for providing equipment and materials, services, transportation, fixtures, and labor necessary to construct and complete the project as described below. The installation will be inspected and found to be satisfactory to the owner prior to completion.

**A. Vending Machines and Consumables:**



Virginia International Terminals desires to have consumable inventory, used in their maintenance facilities; vendor managed and dispensed using vending machines. The objective is to have the following:

1. Contractor will be responsible to provide all of the consumables identified in Appendix A readily available to be dispensed on an as needed basis by VIT. The quantities listed in Appendix A, are estimated and not a guarantee of the actual quantities to be used. Actuals could be more or less.
  - a) VIT requires the Contractor to maintain a minimum quantity for all products identified in Appendix A, the final approved list to include the products, and established minimum vending machine stocking requirements will be incorporated into the resulting Contract. These items are considered critical to our operation. The supplier should maintain a delivery and replenishment schedule that ensures minimum quantities are maintained. In the event of an outage next day delivery may be required and in the event of an emergency same day delivery will be required.
  - b) Alternate products will be considered and evaluated to determine if they are of equal or of better value to the desired product. Please identify any alternate product by name, manufacturer and price in your response. Upon request, the Offeror should be prepared to provide samples for evaluation and approval by VIT.
  - c) In the event an item on the list becomes discontinued by the manufacturer or is no longer carried by the Contractor, a substitute product can be recommended to the Contract Administrator. The request should identify the alternate product by name and manufacturer for review. Pricing will be at or below the price point for the item that is being replaced. Upon request, samples will be provided for evaluation by VIT. Substitutions will be approved in writing by VIT. The list will be formally updated once a Contract term in accordance with the Changes to the Contract and Price-Escalation/De-Escalation Clause of the resulting Contract.
  - d) Ownership of all inventory in the vending machines and back stock shall be of account to the Contractor until the item is dispensed (point of sale) to VIT.

2. Contractor optimization of consumables to be dispense from an appropriate number and type of vending machines to meet the needs of VIT to handle consumables identified in Appendix A as well as small tools and equipment for each location identified.
  - a) The Contractor shall review the area, the size and types of consumables, small tools and equipment, and provide vending machines of the appropriate and size and type to handle the requirements of VIT.
  - b) The Contractor shall be responsible for the installation and setup of the vending machines as approved by VIT.
  - c) The Contractor shall be responsible for initial stock, re-stocking, and emergency stocking activities.
  - d) The Contractor shall be solely responsible for performing all routine and scheduled maintenance of the vending machines.
  - e) The vending machines provided under the resulting Contract shall be available 99% of the time. The Contractor shall have a plan in place to ensure all machines are active, and that out of service repairs or maintenance have minimal impact on Terminal Operations.
3. Appropriate optimization of the suppliers' storage area to include the amount of back stock to ensure that minimum requirements are always met.
  - a) The Contractor shall review the area(s) offered on Terminal and setup the storage area to hold back stock ensuring that the onsite tech has access to adequate supply to keep the machines stocked in accordance with the agreed upon levels.
  - b) The Contractor is responsible for providing all necessary equipment to include but not limited to phones, computers, printers, storage cabinets, shelving, and security measures to include but not limited to cages, fencing, locks, etc. to ensure the allocated space is operational and fits the needs of both parties.
  - c) The Contractor is responsible for providing all phone and internet access for their allocated space and if required for the operation of the vending machines. This access shall be coordinated with and approved by VIT.

- d) The Contractor is responsible for routine cleanup, organization, and optimization of all Contractor serviced areas on Terminal.

4. System management- Setup, activate, and deactivate cards as needed.

- a) The Contractor will be responsible for all system management, access management to include setup, activation, and deactivation of users, managers, etc. based on the access profile for each user role as defined by VIT. VIT will provide written notification to the Contractor to update any user or role. Changes will occur at an agreed upon time between the Contractor and VIT.
- b) All VIT employees have identification badges with barcode identification (TWIC Cards). This is the preferred mechanism for tracking and controlling item issue. Automated item access is available via card scan or swipe that identifies users and allows users to access the item. VIT will evaluate other access and tracking methods.

5. Reporting and Invoicing.

- a) Have a mechanism to track the use of consumables products by each person allowing management to have visibility of spend related to each VIT employee.
- b) The Contractor shall provide a user friendly website or web accessed system to track the utilization of products in use by VIT at all onsite locations. This system shall include but not limited to the following features.
  - i. API connectivity for BI software usage
  - ii. Multi-format
  - iii. Keyword searchable reports
  - iv. Exportable data
  - v. Client contributions
  - vi. Smartphone and tablet application
  - vii. On/offline capability
- c) The Contractor will provide monthly reports for all onsite locations, to all VIT managers that include but not limited to: item location, quantity, cost, and on hand VIT inventory.

- d) Designated users (management) must be able to access history reports available 24 hours a day 7 days a week that details usage by user, item usage to date, cost expended per item per date, and overall cost per individual to date.
- e) The Contractor shall meet on a quarterly basis with the Contract Administrator along with Sourcing/Procurement to provide a comprehensive report, suggest optimizations, options for rebates, and review how things are going from both sides.
- f) The Contractor shall invoice VIT once a month for all locations. Each location should have one itemized invoice by product.

**B. Personnel Requirements:**

The following VIT locations will be serviced on an On-call as needed basis by the Contractors dedicated onsite personnel: Norfolk International Terminals (NIT), Virginia International Gateway (VIG), and Portsmouth Marine Terminal (PMT).

1. All of the Contractors personnel who will provide routine service must obtain a TWIC Card to access any of the Terminal locations.
2. Onsite locations hours will be Monday through Friday nine (9) hours a day from 7:00 AM to 4:00 PM. VIT reserves the right to adjust the working hours based on operational needs.
3. Onsite personnel for NIT, VIG, and PMT shall respond to all calls for service within 2 hours, unless already working on a call for their assigned area, in that case they will respond as soon as practically possible. All associated work related to each call for service shall be completed within 48 hours, unless otherwise approved by VIT.
4. The Contractor shall designate a person(s) as a contact for service Monday through Friday from 7:00 AM to 4:00 PM. The Contractor as a company will be responsible for dispatching the appropriate equipment, personnel, and goods based on the needs identified by VIT.
5. 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 48 hours, unless approved by VIT.

6. The Contractor shall designate one person as a contact for Emergency/Afterhours service and designate at least one backup to be available 24/7/365. The Contractor as a company will be responsible for dispatching the appropriate equipment, personnel, and goods based on the needs identified by VIT. Emergency/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 48 hours, unless approved by VIT.
7. 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 Requirements:**

1. The Contractor must abide by the Port of Virginia Health and Safety Policy found at <https://operations.portofvirginia.com/health-safety-environment/> <https://pov2022.wpengine.com/wp-content/uploads/2023/10/Port-of-Virginia-Health-and-Safety-Rules-Terminal-Patrons-20230218.pdf>, which emphasizes maintaining a safe and healthy work environment for all employees, volunteers, and contractors who access terminal property and locations. The Offeror shall be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The Offeror shall immediately communicate any concerns or incidents to [healthandsafety@vit.org](mailto:healthandsafety@vit.org).
2. The Contractor is responsible to ensure that all vending machines are appropriately rated and placarded for the items stored and dispensed from them, in compliance with any and all VOSH, OSHA, NFPA, and Federal standards.
3. The Contractor is responsible for proper storage and placarding of all supplier controlled inventory stored on Terminal in compliance with any and all VOSH, OSHA, NFPA, and Federal standards.
4. Material Safety Data Sheets (MSDS) will be required for any and all substitutes prior to approval.

**Proposal Requirements:**

Proposals shall be prepared and submitted in accordance with Section III. Proposal Preparation and Submission Requirements, in addition to the following. Proposals should be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements of the RFP. Proposals shall be single spaced, use a font size not less than 11 point and be limited to forty (40) pages (not including Exhibits A - I, any submittals required by Exhibits A - I, and any Addenda issued to the RFP). Failure to comply with the 20-page limit may be grounds for rejection of your proposal. Emphasis should be on completeness and clarity. An authorized representative of the firm shall sign where required on the RFP documents.

The following subjects must be covered in the proposal. Offerors should separate the different sections of their proposals with clearly marked section dividers for easy reference by the selection committee.

### **Section 1: RFP Submittal**

Complete RFP Document to include all completed and signed Exhibits, Addenda, etc.

### **Section 2: Experience and Qualifications**

The supplier shall provide a detailed summary of their experience and qualifications in delivering supplier-managed inventory solutions through the use of vending machines. This section should include, but is not limited to, the following: Company Background and Relevant Experience. Years of experience in managing inventory via vending machines. Overview of similar projects or contracts, including scope, scale, and industries served. Geographic coverage and ability to support multi-site operations. Capabilities and Infrastructure. Description of the technology platform used to monitor, manage, and replenish inventory. Integration capabilities with client systems (e.g., ERP, procurement platforms). Data analytics and reporting features offered to clients. Client References. Staff Qualifications. Key personnel involved in managing vending machine inventory programs. Certifications, training, or expertise relevant to automated inventory management. Performance Metrics. Historical performance data (e.g., stockout rates, replenishment accuracy, uptime). Service level agreements (SLAs) and key performance indicators (KPIs) used to measure success.

### **Section 3: Vending Machine Specifications, Capabilities, and Features**

After reviewing the site, and the list of items provided, propose a solutions utilizing your company's vending machines to dispense consumables and provide accountability of small equipment and tools. Small equipment requiring repair will be accounted for, flagged for repair, repaired and returned to the ready to be checked out state. Your solution for VIT should be based on location to include but not limited to the following: Type and placement of machines, Describe how your vending machines support TWIC card integration for secure access. Detail any user authentication and access

control features (e.g., audit trails, role-based access). Explain how the system ensures compliance with state, federal and port security standards. List the types of consumables, tools, and equipment your machines can dispense. Provide specifications for bin sizes, weight limits, and item compatibility. Describe how the machine handles fragile, hazardous, or temperature-sensitive items, if applicable. Machine dimensions, weight, and power requirements. Indoor/outdoor suitability and environmental tolerances. ADA compliance and ergonomic design features. Describe available software platforms and dashboard capabilities. Explain how your system integrates with inventory management, procurement systems, or CMMS. Detail real-time monitoring, usage tracking, and reporting features. Describe energy efficiency features and certifications. Explain how your machines support recyclable packaging or eco-friendly operations. Confirm compliance with VOSH, OSHA, EPA, or other relevant standards. Provide details on deployments in industrial, fleet, or port environment similar to your proposed solution for VIT.

#### **Section 4: Service and Support**

In accordance with the requirements of this RFP, please provide a comprehensive description of your on-site service and support solution, addressing the following areas: Describe your approach to providing dedicated on-site personnel for day-to-day vending machine operations. Outline the roles and responsibilities of these personnel, including: Stocking and replenishment; Machine functionality checks; User assistance and troubleshooting; Coordination with client teams. Describe your system's capability to detect and respond to out-of-stock items to include: Notification protocols; Restocking timelines; Escalation procedures; Substitution or alternative sourcing options. Provide your emergency response protocols for urgent inventory needs. Include: Response time commitments; Communication channels; On-call personnel availability; and include examples of past emergency support scenarios. Detail your company's support infrastructure, including: Local store locations and their role in supporting vending operations; Regional distribution centers and logistics capabilities; Inventory management systems and supply chain visibility and Coordination between field teams and central support. Provide a timeline for phase in of services and phase out of services upon termination of the Contract.

#### **Section 5: Reporting and Invoicing**

In accordance with the requirements of the RFP, provide detailed information on the reporting capabilities of your vending machine systems. These reports should support operational transparency, inventory control, and compliance tracking. Usage Reports should include item-level tracking that captures frequency, quantity, and user-specific data. Provide time-based usage summaries—daily, weekly, and monthly—as well as allocation reports by department or cost center. Inventory Reports must offer real-time visibility into stock levels, including automated low-stock alerts and restocking schedules.

The system should also track expired or obsolete items to prevent misuse or waste. Access Logs are essential for security and accountability. Vendors must provide TWIC card access logs with timestamps, user authentication history, and exception reports such as failed access attempts or unauthorized access events. Maintenance and Service Reports should include machine uptime and downtime statistics, service history, and upcoming maintenance schedules. Vendors must also track incidents and resolutions to ensure service quality. Financial Reports must summarize item costs and budget utilization by department or project. If applicable, vendors should detail revenue sharing or cost recovery models. Vendors must describe how clients access and interact with the reporting system to ensure usability and data accessibility. Dashboard Access should be available via web-based or mobile platforms. The system must support role-based access control, allowing different levels of access for administrators, supervisors, and technicians. Customizable views and filters are required to tailor the dashboard to user needs. Data Export Options must include support for common formats such as CSV, Excel, PDF, and API. Vendors should offer scheduled exports and automated delivery options, along with integration capabilities for ERP, CMMS, or procurement systems. Alerts and Notifications should be configurable for key events such as low inventory, unauthorized access, or maintenance needs. Delivery methods must include email, SMS, or system notifications. Audit and Compliance Tools are critical for regulatory adherence. Vendors must provide built-in audit trails, report archiving and retention policies, and support for both internal and external audits. Describe your invoice capabilities and process in detail.

## **Section 6: Pricing**

Appendix A provides a list of consumable items required by VIT. The usage quantities listed are estimates and not a guarantee of the actual quantities to be purchased. The actual quantities used could be more or less. All items Unit of Issue is EA (each) unless otherwise specified in the document. Each Offeror is required to provide a unit cost for all items, to include alternates being offered in accordance with the RFP. In addition to the consumables unit cost, each Offeror is required to fill out the fee section. Any Offeror who wishes to not charge an fees shall write (NC) in the price box. Any Offeror who has a value added program such as a rebate program should provide information as to the rebate structure with their pricing proposal.



## 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](http://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.	<b>1</b> 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.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> 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) . . . . . <b>Note:</b> 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) _____	<b>4</b> 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.)
	<b>3b</b> 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"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>  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.  <b>Note:</b> 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"><b>Social security number</b></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"><b>or</b></td></tr><tr><td align="center" colspan="14"><b>Employer identification number</b></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>	<b>Social security number</b>													-					-					<b>or</b>														<b>Employer identification number</b>																			-								
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<b>Part II Certification</b>  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.  <b>Certification instructions.</b> 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><b>Sign Here</b></td><td><b>Signature of U.S. person</b></td><td><b>Date</b></td></tr></table>	<b>Sign Here</b>	<b>Signature of U.S. person</b>	<b>Date</b>
<b>Sign Here</b>	<b>Signature of U.S. person</b>	<b>Date</b>		

## 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](http://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.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## 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
<b>Totals \$</b>					

## 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: \_\_\_\_\_