



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

## **VIRGINIA INTERNATIONAL TERMINALS, LLC**

Request for Proposals

**RFP #2026-28-VIT**

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**Roll-on/Roll-off (RORO) Trailers**

Hampton Roads, Virginia

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**REQUEST FOR PROPOSALS (RFP)**

**TRANSMITTAL PAGE**

Title: Roll-on/Roll-off (RORO) Trailers

RFP: 2026-28-VIT

Issue Date: April 6, 2026

Issuing Agency: Virginia International Terminals, LLC (VIT)

Virginia International Terminals, LLC (VIT) is soliciting proposals for the purchase of Roll-on/Roll-off (RORO) trailers, including up to forty (40) units in the first contract term year and up to twenty (20) additional units per subsequent term year, with a cumulative maximum of one hundred twenty (120) units over the life of the resulting contract, for operations at Norfolk International Terminals (NIT). The term of the Contract shall be for one year and shall renew upon the mutual written agreement of the parties 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 2026-28-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 April 16, 2026.

Proposals will be received until 2:00 p.m. EST April 30, 2026 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 goods 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 2026-28-VIT**  
**Sections I through VII**

- I. Purpose of the RFP      The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified Offerors for the purchase of Roll-on/Roll-off (RORO) trailers for use at Norfolk International Terminals (NIT). Virginia International Terminals, LLC (VIT) anticipates the purchase of up to forty (40) RORO trailers during the first contract term year, with the option to purchase up to twenty (20) additional units per subsequent contract term year, not to exceed a cumulative total of one hundred twenty (120) units over the life of the resulting contract.
- 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 Roll-on/Roll-off (RORO) Trailers. 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 Request for Proposals (RFP) in accordance with the instructions outlined in this section and in Section VI, Specific Proposal Instructions. A complete response must include the signed RFP cover pages attached to the Offeror's proposal, any Addenda issued, and all applicable Exhibits. All distribution of the RFP documents, addenda, and updates to the scope or requirements will be posted to <https://operations.portofvirginia.com/procurement>. **RFP responses must be received by 2:00 PM EDT, April 30, 2026.** Responses shall be sent to [proposals@vit.org](mailto:proposals@vit.org). Proposals shall be signed by an authorized representative of the Offeror. All information requested in the RFP must be submitted. Failure to submit all information requested may result in: (1) VIT requiring prompt submission of missing information or (2) VIT rejecting the proposal as being non-responsive. Virginia International Terminals, LLC will not be responsible for delays in the delivery of responses. VIT's mail exchange server has a limit of 50 MB for incoming proposals. Offerors need to be aware that their internet service provider (ISP) may have a maximum server limit less than 50 MB, which could hinder responses from being delivered to VIT. VIT will not be responsible for responses not received due to these limitations and no special consideration shall be given to such responses. It is the sole responsibility of the Offeror to ensure that its response reaches [proposals@vit.org](mailto:proposals@vit.org) by the designated date and hour.
- IV. Ownership of Data Submitted Pursuant to the RFP      Ownership of all data, materials and documentation prepared for VIT pursuant to the RFP shall belong exclusively to VIT and will not be subject to public inspection in accordance with the Virginia Freedom of Information Act. However, proprietary information or trade secrets submitted by an Offeror shall not be subject to public disclosure. The Offeror must, with specificity, identify those portions of its proposal, which are proprietary. Offerors may not designate all of

a proposal “proprietary” and any attempt to do so may result in rejection of the proposal.

V. Evaluation & Award Criteria	Criteria	Points
	Technical Specifications	30
	After Sales Support	25
	Price	20
	Delivery and Final Acceptance	15
	Warranty	10

VI. Specific Proposal Instructions

All submissions must adhere to the specifications and proposal requirements outlined below. Proposals shall be prepared and submitted in accordance with Section III. Proposal Preparation and Submission Requirements, in addition to the following requirements. 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, using a font size not less than 11 point and be limited to twenty (20) pages (not including Exhibits A - L, any submittals required by Exhibits A - L, 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 proposals.

The following subjects must be covered in the proposal and will be scored in accordance with the established Evaluation and Award Criteria as noted in Section V. 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 Documents- Complete RFP Document to include the completed and signed transmittal pages, all completed Exhibits A-L, any Addenda, etc.

Section 2: Technical Specifications- 30pts

The Offeror shall provide a detailed description of the proposed RORO cargo trailer(s), demonstrating full compliance with the technical specifications contained in the solicitation. The proposal shall clearly outline the trailer’s dimensions, load capacity, construction materials, suspension design, container-handling capability, and any additional features included as standard. At a minimum, the trailer shall meet the required 40-foot length, 40–100-ton minimum capacity, and 8-foot width, and be equipped with a wood deck, full double oscillating rocker arm suspension, smooth solid rubber tires, high-load-capacity hubs and drums, heavy-duty rubber bumpers, and removable gooseneck compatibility with safety chains. Offerors shall also describe compliance with safety, OSHA requirements, conspicuity tape placement, paint specifications, and required decals. Any proposed deviations or alternatives must be itemized and justified, with explanations demonstrating that they do not diminish quality, performance, or reliability.

### Section 3: After Sales Support- 25pts

The Offeror shall describe its comprehensive after-sales support program, including the availability of spare parts, technical assistance, and maintenance services. The proposal shall confirm the Offeror's commitment to maintain sufficient spare parts inventory to support both critical and routine maintenance needs and to ensure shipment to VIT within twenty-four (24) hours during the warranty period. The Offeror shall outline the availability of qualified technicians, expected response times for service requests, and the process for providing labor or technical support as required. The Offeror shall also describe the included maintenance training program, consisting of one (1) four-hour hands-on training session per purchase, and identify the personnel who will provide this training. The intent of this section is to demonstrate the Offeror's ability to support the operational reliability, maintainability, and service continuity of the trailer fleet. Additionally, the Offeror shall provide detailed information on its parts purchase program, including the process for ordering parts, available purchasing options, pricing structure, lead times, any available discounts or incentives, and the Offeror's ability to support ongoing parts procurement throughout the Contract term. This description shall include how inventory levels are managed, how emergency or expedited requests are handled, and any value-added services provided as part of the parts purchase program.

### Section 5: Price- 20pts

The Offeror is required to complete the price form located in Exhibit C and provide a proposed tariff cost-sharing model that specifies the method for calculating tariff costs, the portion of such costs to be borne by the Offeror, the portion, if any, to be passed through to the VIT, and the process by which fluctuations in tariff rates will be managed throughout the Contract term with a clear rationale supporting the proposed methodology. The Offeror shall provide the applicable tariff codes and the corresponding tariff percentages paid, including all HTSUS classifications relevant to the goods supplied and any additional tariff percentages imposed. The Offeror shall separately identify all tariff-related charges within the pricing proposal and shall indicate whether tariff costs are included in unit pricing, absorbed by the Offeror, or subject to adjustment. Where adjustments are proposed, the Offeror shall provide the formula or index used to determine such adjustments and shall state the maximum allowable adjustment percentage. The Offeror shall also submit a tariff risk-mitigation plan describing the measures it will employ to minimize tariff impacts on the VIT during contract performance, which may include supplier diversification, tariff absorption, cost-sharing arrangements, or pricing protections, and shall explain how each measure will reduce the VPA's risk to tariff exposure.

#### Section 6: Delivery and Final Acceptance- 15pts

The Offeror shall explain its delivery plan, including the manufacturing schedule, quality control measures, pre-shipment inspections, shipment process, and final acceptance procedures. The proposal shall describe the Offerors approach to ensuring each trailer is fully assembled, tested for functionality prior to shipment, and delivered to Norfolk International Terminals (7737 Hampton Boulevard, Norfolk, VA 23505) within the required timeframe. Offerors shall outline how delivery milestones will be managed and how monthly delivery updates will be provided during the pre-delivery phase. This section shall also describe the Offeror's understanding of acceptance testing requirements upon arrival at NIT and acknowledgment of liquidated damages for late delivery, including the requirement to deliver trailers no later than 30 weeks after contract execution. The Offeror should describe any additional steps taken to mitigate schedule risks and ensure timely delivery.

#### Section 7: Warranty- 10pts

The Offeror shall provide a detailed warranty statement describing the coverage offered for the RORO trailers. At a minimum, the warranty shall guarantee that all trailers provided are new, free from defects, and fully compliant with OEM specifications from the date of final acceptance. The proposal shall explain the duration and scope of warranty coverage, including repair or replacement obligations, processes for submitting warranty claims, expected response times, and responsibilities for parts and labor. The Offeror must also confirm its commitment to maintain a stock of all necessary maintenance and repair parts for a period of ten (10) years within the continental United States. Any additional warranty enhancements or extended coverage options should also be described.

#### VII. 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.

In response to this Request for Proposal (RFP) and in full compliance with all conditions set forth herein, the undersigned Offeror hereby submits a proposal to furnish the goods at the prices indicated in the submitted proposal or as negotiated by the parties.

The Offerors proposal in response to this RFP is subject to the provisions of the Virginia International Terminals and HRCP II Procurement and Surplus Property Guidelines, the General Terms and Conditions, and the Special Terms and Conditions included with this RFP package as amended or negotiated.

By signing below, the Offeror certifies compliance with all applicable terms and conditions via reference. Failure of the Offeror to carefully examine the requirements of the Request for Proposal, the Virginia International Terminals and HRCP II Procurement and Surplus Property Guidelines, the General Terms and Conditions, and the Special Terms and Conditions does not relieve the Offeror of their obligation to furnish the goods specified in this Request for Proposal as amended.

Furthermore, the undersigned certifies that the firm name provided below and listed on the transmittal page is the true and complete legal name of the Offeror, and that the Offeror is legally qualified to provide the goods described in the scope of work for this RFP.

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

Signature \_\_\_\_\_  
Legal Representative of Firm Printed Name Date

**EXHIBIT A**  
**GENERAL TERMS AND CONDITIONS**

1. ADVERTISING
2. ANNOUNCEMENT OF AWARD
3. ANTI-DISCRIMINATION
4. ANTITRUST
5. APPLICABLE LAWS AND COURTS
6. ASSIGNMENT AND SUBCONTRACTING
7. AUDIT
8. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH
9. AVAILABILITY OF FUNDS
10. BEST AND FINAL OFFER
11. CHANGES TO THE CONTRACT
12. CLARIFICATION OF TERMS
13. COMPLIANCE WITH ALL LAWS AND REGULATIONS
14. COMPLIANCE WITH ENVIRONMENTAL LAWS
15. CONFIDENTIAL RELATIONSHIP
16. CONTRACT EXTENSIONS
17. DEBARMENT STATUS
18. DEFAULT
19. DRUG FREE WORKPLACE POLICY STATEMENT
20. ETHICS IN CONTRACTING
21. FEDERALLY IMPOSED TARIFFS
22. FORCE MAJEURE
23. GENERAL RELATIONSHIP
24. IMMIGRATION REFORM AND CONTROL ACT OF 1986
25. INDEMNIFICATION
26. LIMITATION OF LIABILITY
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. PROCUREMENT AND SURPLUS PROPERTY GUIDELINES
36. PROPOSAL ACCEPTANCE PERIOD
37. PROPOSAL PRICE CURRENCY
38. QUALIFICATIONS OF OFFERORS
39. REPRESENTATIONS
40. STRICT LOYALTY
41. SUBCONTRACTS
42. SUPERSEDING EFFECT
43. TAXES
44. TERMINATION AND SUSPENSION
45. TERMINATION FOR CONVENIENCE
46. USE OF BRAND NAMES

**1. ADVERTISING:**

The Contractor shall give no indication of the provision of goods to Virginia International Terminals, LLC (“VIT”) in product literature or advertising without the advance written consent of VIT.

**2. ANNOUNCEMENT OF AWARD:**

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, VIT will publically post such notice on the Port of Virginia [website](#).

**3. ANTI-DISCRIMINATION:**

By entering into a Contract, the Contractor certifies to VIT that it will, where applicable, conform to the provisions of the Federal Civil Rights Act of 1964, as well as the Virginia Fair Employment Contracting Act of 1975, the Virginians With Disabilities Act, and the Americans With Disabilities Act, all of which as may be amended from time to time.

In every contract over \$10,000 the following provisions apply:

1. During the course of this Contract, the Contractor agrees that:
  - a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
  - b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**4. ANTITRUST:**

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to VIT all rights, title and interest in and to all causes of the action, it may now have or hereafter acquire, under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by VIT under said contract.

**5. APPLICABLE LAWS AND COURTS:**

This solicitation and any resulting Contract shall conclusively be deemed to have been prepared, executed and entered into in the Commonwealth of Virginia, and any Contract resulting there from, including its formation, operation, and performance, shall be governed, construed, performed and enforced in accordance with the substantive laws of the Commonwealth of Virginia. Without limiting the generality of the foregoing, the United Nations Convention on Contracts for the International Sales of Goods shall not apply to this solicitation or any resulting Contract or to any of the transactions contemplated under any such Contract. Any litigation with respect to such Contract shall be brought in the courts of the Commonwealth of Virginia.

**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 agreement.

**10. BEST AND FINAL OFFER:**

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

**11. CHANGES TO THE CONTRACT:**

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

1. VIT may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as the method of packing or shipment, the place of delivery or installation, and changes in the specifications, including drawings and designs. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give VIT a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a) By mutual agreement between the parties in writing; or
  - b) By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounting for the number of units of work performed, subject to VIT's right to audit the Contractor's records and/or to determine the correct number of units independently; or
  - c) By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present VIT with all vouchers and records of expenses incurred and savings realized. VIT shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to VIT within thirty (30) days from the date of receipt of the written order from VIT. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of VIT/HRCP 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 their designee. In the event the Contractor effects any change at the direction of any other person, the change shall be considered as having been made without authority, and no adjustment shall be made in the Contract price or delivery schedule as a result thereof.

**12. CLARIFICATION OF TERMS:**

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact VIT's 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 reviewed the VIT's health and safety rules for terminal patrons, the Port of Virginia Response Guide and safety policy (available at <https://operations.portofvirginia.com/health-safety-environment/>) and shall comply, and cause its Subcontractors to comply, with all requirements in such guidelines that relate to Contractor and/or its subcontractors while at the VPA's facilities 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, 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 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 goods or services in accordance with the Contract terms and conditions, VIT, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which VIT may have.

**19. DRUG FREE WORKPLACE POLICY STATEMENT:**

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

The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes). The Contractor further acknowledges and certifies that he understands that a violation of these prohibitions constitutes breach of contract and may result in default action being taken by VIT in addition to any criminal penalties that may result from such conduct.

**20. ETHICS IN CONTRACTING:**

By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any employee of VIT, any payment, loan, service, or any other thing of whatever nature, of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**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 contractor’s books, accounts, and other records related to this Contract and contractor’s costs for providing goods to VIT, including but not limited to those kept by the contractor’s agents, assigns, successors, and subcontractors.

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

**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 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, the VPA, VIT, LLC, HRCP II, L.L.C. ("HRCP 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, or VIT or HRCP 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 total 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 Terms and Conditions or Special Terms of the solicitation may be cause for rejection of the proposal; however, VIT reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

**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:**

An 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 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 items ordered, delivered and accepted shall be submitted by the Contractor directly to VIT: Attention Accounts Payable at [apinvoices@vit.org](mailto:apinvoices@vit.org), or in the event Contractor does not have email, invoices may be mailed to 1431 Terminal Boulevard, Norfolk, VA 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. 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.

**34. PRIME CONTRACTOR RESPONSIBILITIES:**

The Contractor shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that it may utilize with the prior written consent of VIT, using its best skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor. The Contractor agrees that it is as fully responsible for the acts and omissions of its subcontractors as it is for the acts and omissions of its own employees. Each subcontractor will be required to obtain an executed

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

**35. PROCUREMENT AND SURPLUS PROPERTY GUIDELINES:**

This solicitation is subject to the provisions of VIT/HRCF 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 OFFERORS:**

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

**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 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 VIT the names, qualifications and experience of its proposed subcontractors or assignees. The Contractor shall, however, remain fully liable and responsible for the work and shall assure compliance with all requirements of the Contract.

**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 the Virginia Port Authority and its operating entity, Virginia International Terminals, LLC, are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against the Contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-74-0076K.

**44. TERMINATION AND SUSPENSION:**

VIT may terminate or suspend the delivery of the items contemplated hereunder without liability to the Contractor, if (a) the Contractor fails to deliver the items in conformance with the provisions of this Contract by the date contracted for by the Contractor and VIT and such non-delivery continues for any significant period of time; (b) the Contractor breaches or otherwise fails to perform any of its other obligations under the Contract and fails to cure such nonperformance promptly after notice thereof from VIT and after a reasonable time to cure such non-performance; (c) Contractor is or becomes insolvent or unable to pay its debts as they become due; (d) any bankruptcy or insolvency proceeding is commenced by or against Contractor; or (e) application is made for appointment of a receiver or custodian for the Contractor or any of Contractor's properties, or for an assignment for the benefit of Contractor's creditors. The duration of any such suspension shall continue only until such time as the aforementioned events continue to exist. Any termination or suspension by VIT shall be without prejudice to any claims for damages or other rights of VIT against Contractor.

**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.

**46. USE OF BRAND NAMES:**

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive negotiations, only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the Offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

**EXHIBIT B**  
**SPECIAL TERMS AND CONDITIONS**

1. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION
2. CONTRACTOR’S TITLE TO MATERIALS
3. DELIVERY
4. DELIVERY NOTIFICATION
5. EXTRA CHARGES NOT ALLOWED
6. FINAL INSPECTION
7. INSTALLATION
8. INSURANCE
9. LABELING OF HAZARDOUS SUBSTANCES
10. LIQUIDATED DAMAGES
11. MAINTENANCE MANUALS
12. MATERIAL SAFETY DATA SHEETS
13. NEW FEATURES
14. PERFORMANCE AND PAYMENT BONDS
15. PREVENTATIVE MAINTENANCE
16. PRICE ESCALATION/DE-ESCALATION
17. PRODUCT AVAILABILITY/SUBSTITUTION
18. PRODUCT ASSEMBLY
19. PRODUCT INFORMATION
20. PRODUCT SUPPORT
21. QUANTITIES
22. RISK OF LOSS
23. SECURITY LICENSE
24. SWAM SUBCONTRACTING AND EVIDENCE OF COMPLIANCE
25. TESTING, INSPECTION AND FINAL ACCEPTANCE
26. TRAINING IN OPERATION AND MAINTENANCE OF EQUIPMENT
27. TRANSPORTATION AND PACKAGING
28. TWIC COMPLIANCE AND ESCORT COST REIMBURSEMENT
29. WARRANTY
30. WARRANTY (COMMERCIAL)
31. WORK SITE DAMAGES

1. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:**

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

2. **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.

3. **DELIVERY:**

Initial delivery of goods shall be within the number of weeks stated below from the Contract's effective date by the Offeror. VIT requires the Offeror to deliver within a reasonable time after the Contract's effective date. If the Offeror does not insert a stated delivery time in the blank below, the Offeror will be deemed to offer delivery in accordance with VIT's desired delivery time as stated below:

VIT's desired delivered time: 30 weeks from Contract Effective Date

**OFFEROR'S STATED DELIVERY TIME: \_\_\_\_\_ Weeks from Contract Effective Date**

Delivery for option purchases shall be delivered within the agreed amount of time as stated on the purchase order at the time of order.

4. **DELIVERY NOTIFICATION:**

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

Name: Jared Egge Phone: 757-319-0940

5. **EXTRA CHARGES NOT ALLOWED:**

The Contract price shall be for complete installation ready for use, and shall include all applicable freight and installation charges; extra charges will not be allowed, except as may be allowed under Section 11. (Changes to the Contract) of the General Terms and Conditions.

6. **FINAL INSPECTION:**

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

7. **INSTALLATION:**

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

**8. INSURANCE:**

The Contractor shall, at its sole cost, procure and maintain throughout the term of this Agreement insurance coverage from carriers authorized to operate in the Commonwealth of Virginia by the Virginia State Corporation Commission, with a minimum A.M. Best rating of A- or better. All policies shall be primary and noncontributory to any other insurance maintained by Virginia International Terminals, LLC. (VIT) or its affiliates. Such coverage shall include: Commercial General Liability Insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, written on an occurrence basis, including bodily injury, property damage, personal and advertising injury, and products and completed operations, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, provided that the general aggregate limit shall apply separately to this project or location, or shall be at least twice the required per occurrence limit; Business Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01, applicable to all owned, hired, and non-owned vehicles used in the performance of this Agreement, with limits not less than \$1,000,000 per accident for bodily injury and property damage; Workers' Compensation and Employer's Liability Insurance as required by Virginia law, with statutory Workers' Compensation limits and Employer's Liability limits of not less than \$1,000,000 per accident for bodily injury or disease, including compliance with applicable federal laws such as the United States Longshore and Harbor Workers' Compensation Act and the Jones Act, where applicable; and Umbrella or Excess Liability Insurance, which may be used to satisfy the required limits, provided it follows form of the underlying coverages and does not create gaps in coverage.

Supplemental coverage may be required based on the nature of the Work. If the Contractor transports goods, equipment, or materials between project sites, All Risks Cargo Insurance shall be maintained. Coverage must be all-risk and include loading/unloading, storage in transit, transportation, and war/riot/strike/civil commotion. The policy must name Virginia International Terminals, LLC. as loss payee and remain in effect until final delivery and acceptance. This requirement does not apply if Delivered Duty Paid (DDP) terms are used under Incoterms.

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

**9. LABELING OF HAZARDOUS SUBSTANCES:**

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

**10. LIQUIDATED DAMAGES:**

- A. **LIQUIDATED DAMAGES, GOODS AND NONPROFESSIONAL SERVICES:** Delivery for the initial order is required not later than thirty (30) weeks from the Contract effective date. Delivery for any option purchase is required not later than agreed upon by the parties with the delivery date listed on the Purchase Order. 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 \$500.00 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.

**11. MAINTENANCE MANUALS:**

The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

**12. MATERIAL SAFETY DATA SHEETS:**

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

**13. NEW FEATURES:**

In the event Contractor, prior to completion of work hereunder and whether or not in connection with the performance of such work, develops (1) any improvement in the work called for by the Contract which is not incorporated in the work to be performed, or (2) any alternative or improved method of accomplishing the work under the Contract, which is not employed in the performance thereof, Contractor shall promptly give notice in writing to VIT of any such improvement or method. The notice shall include a general description sufficient to show the relationship of it to the work under the Contract and a statement giving the Contractor's best appraisal as to the prospective effect or influence that such improvement or method would have on the work required under the Contract if such improvement or method were incorporated as a requirement herein. Any savings or additional costs caused by any improvement or alternation requested or ordered by VIT shall be determined in accordance with General Terms and Conditions Section 11, Changes to the Contract.

**14. PERFORMANCE AND PAYMENT BONDS: INTENTIONALLY OMITTED.**

- 15. PREVENTIVE MAINTENANCE:** The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.

**16. 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 PPI index/indices: RO/RO Trailer: PCU3362123362121; Parts: PCU44134413. 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 at the end of 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 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.

**17. 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.

**18. PRODUCT ASSEMBLY:**

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

**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. PRODUCT SUPPORT:**

Contractor warrants that the items delivered under the Contract, including subassemblies, spare parts, and service shall be available to VIT during the operational life of the items or ten (10) years after date of the last delivery under the Contract, whichever is later. If, after the period set forth above, Contractor discontinues the manufacture of the aforementioned items, subassemblies, spare parts, and service therefore and does not provide for another qualified source, Contractor shall make available to VIT all drawings, specifications, and know-how that will enable VIT to service and to make, have made, or procure said items, subassemblies, spare parts, and service under a royalty-free license, which is hereby granted.

**21. QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

**22. 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.

**23. SECURITY LICENSE:** INTENTIONALLY OMITTED

**24. 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 Agreement requires 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 VIT in accordance with VIT/HRCF II Procurement and Surplus Property Guidelines, and/or other appropriate penalties.

**25. TESTING, INSPECTION AND FINAL ACCEPTANCE:**

VIT may terminate or suspend the delivery of the items contemplated hereunder without liability to the Contractor, if (a) the Contractor fails to deliver the items in conformance with the provisions of this Contract by the date contracted for by the Contractor and VIT and such non-delivery continues for any significant period of time; (b) the Contractor breaches or otherwise fails to perform any of its other obligations under the Contract and fails to cure such nonperformance promptly after notice thereof from the VPA or VIT and after a reasonable time to cure such non-performance; (c) Contractor is or becomes insolvent or unable to pay its debts as they become due; (d) any bankruptcy or insolvency proceeding is commenced by or against Contractor; or (e) application is made for appointment of a receiver or custodian for the Contractor or any of Contractor's properties, or for an assignment for the benefit of Contractor's creditors. The duration of any such suspension shall continue only until such time as the aforementioned events continue to exist. Any termination or suspension by VIT shall be without prejudice to any claims for damages or other rights of VIT against Contractor.

**26. 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.

**27. TRANSPORTATION AND PACKAGING:**

By submitting their proposal, all Offerors certify and warrant that the price offered includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description and quantity.

**28. TWIC COMPLIANCE AND ESCORT COST REIMBURSEMENT:**

Contractor shall ensure that all personnel performing the services on or accessing the Terminal—including Contractor's employees, agents, and all tiers of subcontractors—possess valid Transportation Worker Identification Credentials ("TWIC") prior to commencing the services. Contractor shall be solely responsible for verifying and maintaining TWIC compliance for all such personnel for the duration of the services. In the event Contractor is unable to provide TWIC-certified personnel at the time the services are scheduled to be performed, Contractor shall notify VIT immediately. Upon receiving such notice, VIT may, at its discretion, assist in facilitating access to an escort service, which may be provided by a third-party escort service provider not affiliated with VIT. Contractor shall be solely responsible for all costs, fees, and charges associated with escort services. Contractor shall pay the escort service provider directly and in full within the terms outlined in the escort service provider's invoice. Failure by Contractor to comply with the requirements of this section shall constitute a material breach of the Contract and may result in suspension of access to the Terminal or any other remedies available to VIT under the Contract or at law.

**29. WARRANTY:**

All materials and equipment shall be fully guaranteed against defects in material and workmanship for a minimum period of twenty-four (24) months following date of delivery. Should any defect be noted by the owner, the Procurement Head will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is

required to correct or replace, it shall be at no cost to VIT and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

**30. WARRANTY (COMMERCIAL):**

The contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to VIT by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.

**31. WORK SITE DAMAGES:**

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to VIT's satisfaction at the contractor's expense.

## **EXHIBIT C- SCOPE OF WORK**

### **Roll-on/Roll-off (RORO) TRAILER**

Virginia International Terminals, LLC (VIT) is soliciting proposals from qualified Offerors to furnish all labor, materials, equipment, testing, documentation, and services necessary to manufacture, deliver, and support Roll-On/Roll-Off (RORO) cargo trailers for use at Virginia International Terminals. These trailers will be used to move heavy bulk materials and uncontainerized freight throughout the terminal. All equipment shall be new, of current production models, and fully compliant with the specifications, delivery requirements, and performance standards contained herein. Proposals must be prepared in accordance with Section III: Proposal Preparation and Submission Requirements and Section VI: Specific Proposal Instructions. Proposals who do not meet the listed requirements are subject to reduced scoring.

#### **1. Quantity and Purchase Options:**

- 1.1. VIT intends to make an initial purchase up to forty (40) RORO trailers, with an option over five (5) years to purchase up to twenty (20) additional RORO trailers per term year for a total potential quantity of up to one hundred and twenty (120) units over the life of the resulting contract.
- 1.2. If more economical quantity breaks exist that reduce unit or shipping cost, the Offeror is strongly encouraged to propose these options as alternates as part of the submitted proposal.
- 1.3. Additional Option Equipment: Offerors shall provide separate pricing for up to ten (10) RORO detachable goosenecks, equipped with stands and safety chains, compatible with the proposed trailers.

#### **2. Spare Parts and Support Requirements:**

- 2.1. The Contractor agrees to maintain a readily accessible stock of all parts necessary for the maintenance and repair of the equipment for a minimum of ten (10) years. Such inventory shall be located within the continental United States.
- 2.2. The Contractor shall maintain sufficient spare parts inventory to support VIT during the warranty period, ensuring availability of critical and maintenance components within twenty-four (24) hours.
- 2.3. The Contractor shall provide timely labor support and technical assistance as required by VIT throughout the warranty period. Such support shall include prompt on-site service, troubleshooting, technical guidance, and any corrective actions necessary to maintain full and continuous equipment performance.
- 2.4. VIT reserves the option to purchase parts to support repairs, maintenance, and non-warranty work during the term of the resulting Contract, as mutually agreed by the parties. As part of their proposal response, Offerors shall provide a comprehensive spare parts listing, including pricing and lead times. Parts pricing will be subject to negotiation and, if approved by VIT, incorporated into the resulting Contract; however, VIT makes no minimum purchase commitment. All parts purchases under the Contract shall be non-exclusive, and VIT reserves the right to procure any required parts from the best available supplier at the time of need.

2.4.1. If VIT and the Offeror enter into a Contract that includes parts, the parties will establish mutually agreed-upon inventory quantities sufficient to support VIT's operations. Parts pricing shall remain fixed for the initial term of the Contract, and pricing for any subsequent renewal terms shall be subject to allowable price escalation in accordance with the terms and conditions of the resulting Contract.

3. Training Requirements:

3.1. For each purchase transaction, the contractor shall provide one (1) four-hour session of hands-on maintenance training. Training shall be conducted by qualified technical personnel and shall cover routine maintenance, troubleshooting, component replacement, and safety considerations.

4. Delivery and Final Acceptance:

4.1. The Offeror shall submit a detailed description of its quality assurance processes, including pre-shipment inspections, functional testing, and acceptance testing procedures.

4.2. During the pre-delivery phase, the contractor shall provide monthly written updates on production status and delivery schedules. All trailers shall be fully assembled and tested at the manufacturing facility prior to shipment.

4.3. All trailers will be delivered to:  
Norfolk International Terminals (NIT)  
7737 Hampton Boulevard  
Norfolk, VA 23505

4.4. Delivery for the initial order is required no later than 30 weeks after the Contract is executed. Delivery for option purchases will be delivered within the agreed amount of time as stated on the purchase order at the time of order.

4.5. The contractor, at or prior to the time of delivery, shall provide mechanical arrangement drawings for each trailer, in both hard copy and electronic formats.

4.6. Final acceptance shall occur only after the authorized VIT representative confirms that each trailer meets all specifications and passes all required inspections and functional tests.

5. Warranty Requirements:

5.1. Beginning at final acceptance, the Seller warrants that each trailer shall be new, free from defects in materials and workmanship, and will perform fully in accordance with OEM specifications. Any defects identified during the warranty period shall be remedied promptly at no cost to the Buyer.

6. Equipment Specifications:

Deviations to specifications

Offerors are encouraged to propose alternatives or optional configurations to the specifications. Any deviations shall be clearly identified and accompanied by an explanation and itemized listing. Proposed changes that reduce system complexity or overall cost may be evaluated for merit. However, any changes that diminish equipment quality or performance will not be considered.

Item	Notes
RORO cargo trailer	40' length 40-100 Ton min. capacity, 8' width
Trailer Deck	Wood
Container handling	Accommodates various ISO containers, Including 1X20', 2X20' and 1X40'
Suspension	Full double oscillating rocker arm suspension
Hub and drum	10 stud, high load capacity bearings with grease seals and hub caps.
Tires	Smooth solid rubber
Gooseneck	Removable to accept RORO style with safety chains
Bumper	Heavy duty rubber bumpers located on rear and rear sides of trailer
Conspicuity tape	Tape shall be applied to the outer perimeter of the trailer where applicable.
Paint	Blast frame, suspension and axles, prime and paint using Pantone Blue approved by the Port.
Safety	Must meet all current OSHA standards.
Decals	Two Port of Virginia logos, utilizing reflective material, one per side of trailer (min 10"X10"). Four equipment number (MAF-#####), 1 rear, one front, 1 left side and 1 right side (min 8" high). Numbers will be provided along with approved logo at time of purchase.

7. Pricing:

- 7.1. Offerors are required to complete the VIT Required Pricing and Quantities Table, which will serve as the basis for evaluation and will be incorporated into the resulting Contract. While Offerors may propose alternate order quantities, delivery quantities, or more economical options, such alternatives must be provided in the Optional Pricing Table and will be considered for comparison purposes only. Submission of optional pricing does not replace or satisfy the requirement to complete the VIT Required Pricing and Quantities Table.
- 7.2. The Offeror shall provide a proposed tariff cost sharing model that specifies the method for calculating tariff costs, the portion of such costs to be borne by the Offeror, the portion, if any, to be passed through to the VIT, and the process by which fluctuations in tariff rates will be managed throughout the Contract term with a clear rationale supporting the proposed methodology. The Offeror shall provide the applicable tariff codes and the corresponding tariff percentages paid, including all HTSUS classifications relevant to the goods supplied and any additional tariff percentages imposed. The Offeror shall separately identify all tariff related charges within the pricing proposal and shall indicate whether tariff costs are included in unit pricing, absorbed by the Offeror, or subject to adjustment. Where adjustments are proposed, the Offeror shall provide the formula or index used to determine such adjustments and shall state the maximum allowable adjustment percentage. The Offeror shall also submit a tariff risk mitigation plan describing the measures it will employ to minimize tariff impacts on the VIT during contract performance, which may include supplier diversification, tariff absorption, cost sharing arrangements, or pricing protections, and shall explain how each measure will reduce VIT's risk to tariff exposure.
- 7.3. Pricing for any order placed during the initial Contract Term will be subject to the pricing incorporated into the Contract. Purchases made during any subsequent term years will be based on the Contract pricing and subject to any allowable price escalation as defined in the terms and conditions of the resulting Contract.

*VIT Requested Pricing and Quantities:*

<b>RORO Trailer</b>	
<b>Estimated Order Quantity:</b>	<b>Unit Cost:</b>
1 to 10	\$
1 to 20	\$
1 to 30	\$
1 to 40	\$
<b>Optional RORO Detachable Gooseneck</b>	
1 to 10	\$

**Optional:** Offeror stated order quantities to reduce unit and or shipping cost:  
(The order quantities and pricing listed below are for informational purposes and will not be scored as part of the RFP Evaluation.)

<b>RORO Trailer</b>	
<b>Estimated Order Quantity:</b>	<b>Unit Cost:</b>
	\$
	\$
	\$
	\$
<b>Optional RORO Detachable Gooseneck</b>	
	\$

**EXHIBIT D**

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

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

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

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

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

A.  Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is \_\_\_\_\_.

B.  Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s identification Number issued to it by the SCC is \_\_\_\_\_.

C.  Offeror/Bidder does not have an Identification Number issued to it by the SCC such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

D.  Bidder/offeror currently have a pending application before the SCC for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals (VIT reserves the right to determine in its sole discretion whether to allow such waiver)

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

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

\_\_\_\_\_  
Legal Name of Offeror/Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

**RETURN THIS PAGE WITH COPIES OF DOCUMENTATION**

**EXHIBIT E**  
**EXCEPTION PAGE**  
**(Submit with RFP/IFB)**

**EXCEPTIONS:**

Provider must sign the appropriate statement below, as applicable:

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

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Bid/Proposal Results**



EXHIBIT G

Request for Taxpayer Identification Number and Certification

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service

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

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

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

Form sections 1-7: 1 Name of entity/individual, 2 Business name, 3a Tax classification, 3b Foreign partners, 4 Exemptions, 5-7 Address and account information.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding.

Social security number and Employer identification number input boxes.

Note: If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number... 2. I am not subject to backup withholding... 3. I am a U.S. citizen... 4. The FATCA code(s) entered on this form...

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Sign Here section with Signature of U.S. person and Date fields.

General Instructions

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

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

What's New

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

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.

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:**

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

Certification number: \_\_\_\_\_

Certification date: \_\_\_\_\_



## Section 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.
<b>Totals</b>							

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.

<https://operations.portofvirginia.com/wp-content/uploads/2025/05/VIT-PO-TERMS-AND-CONDITIONS-Jan-2025.pdf>

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: \_\_\_\_\_

**EXHIBIT L  
CONTRACTORS SAFETY CHECKLIST**

**Instructions:**

The Safety Checklist is a tool for **Contractors** to help identify the tasks, hazards, and controls, based upon their scope of work, and to properly align them with the Port of Virginia's Risk Management and Health, Safety, and Environmental teams.

The Safety Checklist is intended to be filled out **by general contractors** to incorporate their work and the work of their subcontractors. Filling out the Safety Checklist helps determine if the General Contractor and its Subcontractor(s) is taking into account expected hazards and controls based upon the scope of work and contract requirements. This information should ultimately help all Contractors with completing their Job Hazard Analysis (JHA) documents.

<b>Contractor Assessment Information</b>	
Date:	
Assessor:	
Company Name:	
Phone No:	
Project Title:	
Project Start Date:	
Project Location:	
Demolition Permit #:	
Lead Abatement Permit #:	
Asbestos Abatement Permit #:	
Other Permit #:	

Contractor shall perform and document a Job Hazard Analysis (JHA) to identify hazards and develop controls for site specific conditions.

Note: Contractor provided permit numbers should correspond to official documentation submitted to the Port of Virginia or relevant regulatory agencies. Attach copies where applicable.

**This checklist is offered only to assist Contractor in developing its safety plan. Contractor remains solely responsible for its safe performance of the work and its compliance with all applicable safety standards, regulations, guidelines, and laws.**

**Site Safety Representative:**

Provide the name(s) of those person(s) onsite who are capable of identifying existing and predictable hazards in the surrounding or working conditions which are unsanitary, hazardous, or dangerous to Contractor and / or VPA, VIT, or HRCPII employees, and who has the authorization to take prompt corrective measures to eliminate them. The Contractor shall ensure that their Site Safety Representative(s) listed have been appropriately trained as applicable.

Safety Rep Name	Email	Contact Number

**Competent & Qualified Person(s):**

Provide the name(s) of those persons onsite who by possession of a recognized degree, certification, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated their ability to solve or resolve problems relating to the subject matter, the work, or the project. The Contractor shall ensure that each qualified and competent person listed has been trained in the following areas as applicable:

Competency	Name	Contact Number	Osha 30-HR Trained	
Asbestos			YES <input type="checkbox"/>	NO <input type="checkbox"/>
Lead			YES <input type="checkbox"/>	NO <input type="checkbox"/>
Crane			YES <input type="checkbox"/>	NO <input type="checkbox"/>
Confined Space Entry Supervisor:			YES <input type="checkbox"/>	NO <input type="checkbox"/>
Demolition			YES <input type="checkbox"/>	NO <input type="checkbox"/>
Electrical LOTO			YES <input type="checkbox"/>	NO <input type="checkbox"/>
Energized Electrical			YES <input type="checkbox"/>	NO <input type="checkbox"/>
Excavation & Trenching			YES <input type="checkbox"/>	NO <input type="checkbox"/>
Fall Protection			YES <input type="checkbox"/>	NO <input type="checkbox"/>
Fall Protection Qualified Person:			YES <input type="checkbox"/>	NO <input type="checkbox"/>
Ladder			YES <input type="checkbox"/>	NO <input type="checkbox"/>
Scaffold			YES <input type="checkbox"/>	NO <input type="checkbox"/>
Steel Erection			YES <input type="checkbox"/>	NO <input type="checkbox"/>

**Movement Plan**

NOTE: Identify the areas of the terminal which you will be working within or may pass through		
Berth (around, under, on Ship to Shore cranes)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Rail Yard	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Berth Highway	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Out of Gauge	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Container Stack Yard	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Hazardous Inspection Area	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Reefer Storage Area	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Strad Parking	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Other (describe)		

**Personal Protective Equipment**

NOTE: Safety glasses, hard hats, work boots, and high visibility safety vests are required 100% of the time while the Contractor is working within the secure perimeter of the terminal.

**Identify the PPE that you will require based on the hazards of the tasks to be performed**

Full Face Shields	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Chemical Splash Goggles	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Welders Hood and Goggles, Leathers Gloves	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Steel Toed Boots	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Work Gloves	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Ear plugs Or Ear Muffs	YES <input type="checkbox"/>	NO <input type="checkbox"/>
ANSI Vest	Class I	Class II      Class III
Other (describe)		

**Fall Protection Required per OSHA 1910.28**

Fall Protection: Active or passive fall protection is required any time the worker is either above 4 feet (maintenance work) or above 6 feet (construction work).

*Subcontractor will submit the following documentation for fall protection:*

- Fall Protection Work Plan
- Training Records

<b>Electrical PPE</b>	<b>Required for this Contract?</b>	<b>YES <input type="checkbox"/></b>	<b>NO <input type="checkbox"/></b>
Head protection		YES <input type="checkbox"/>	NO <input type="checkbox"/>
Eye & Face		YES <input type="checkbox"/>	NO <input type="checkbox"/>
Rubber-Insulating Gloves		YES <input type="checkbox"/>	NO <input type="checkbox"/>
Rubber-Insulating Sleeves		YES <input type="checkbox"/>	NO <input type="checkbox"/>
Leather Protectors		YES <input type="checkbox"/>	NO <input type="checkbox"/>
Dielectric Footwear		YES <input type="checkbox"/>	NO <input type="checkbox"/>
Flame Resistant (FR) Clothing		YES <input type="checkbox"/>	NO <input type="checkbox"/>
FR Face Protection Products		YES <input type="checkbox"/>	NO <input type="checkbox"/>
FR Outerwear (Raingear, etc.)		YES <input type="checkbox"/>	NO <input type="checkbox"/>

**Respiratory Protection Required for this Contract? YES  NO**

Contractor will submit the following documentation for respirator use:

- Respiratory Protection Plan
- Medical Surveillance Release (remove/blacken out personal information)
- Quantitative Fit Test Records
- Qualitative Fit Test Records
- Training Records

**Hand and Power Tools****Not Applicable** 

Will the work involve the use of electrically powered tools?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will the work involve the use of pneumatically powered tools?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will the work performed on this project involve the use of powder-actuated tools?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
<b>Contractor will submit the following items for Powder Actuated tools:</b>		
<ul style="list-style-type: none"> <li>• Training Records</li> </ul>		

**Ground & Surface Penetrations****Not Applicable** 

Will the work scope require you to cut into, chip into, drill into, or make any other penetrations into walls, ceilings or floors	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will the work scope require you to excavate, trench, dig, or otherwise penetrate into the ground (including use of stakes or poles)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
If Yes, Name of Private Utility Locator:		
Will the work scope require you to penetrate into any concrete surface at any depth?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have building surfaces or structures to be penetrated been evaluated for lead and asbestos?	YES <input type="checkbox"/>	NO <input type="checkbox"/>

**Excavation and Trenching****Not Applicable** 

Will this work scope involve any excavation up to 5 feet deep?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
Will this work scope involve any excavation deeper than 5 feet?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
Will this work scope involve sanitary sewer line repair or replacement?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
Will this work scope involve storm sewer line repair or replacement?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
Trench Type	Electrical	Water	Gas
<b>Contractor will submit the following items for Excavation and Trenching:</b>			
<ul style="list-style-type: none"> <li>• JHA detailing Shoring</li> <li>• Plan Training Records</li> </ul>			

**Demolition****Not Applicable** 

Is Utility Isolation Required? Electrical, Gas, Water, Steam, or other Utilities?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
<b>Contractor will submit the following items for Demolition Plan:</b>		
<ul style="list-style-type: none"> <li>• An Isolation Plan along with a SOP for startup to the Owner for approval</li> </ul>		

**Traffic & Pedestrian Control****Not Applicable** 

Does the Contract allow for the blocking of any Operational areas?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Are you working in the travel path of vehicles, cranes, terminal equipment, or other equipment that present crush or pinch hazards?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
<b>Contractor will submit the following items for approval by the Owners:</b> <ul style="list-style-type: none"> <li>• Management of Traffic (MOT) Plan shall include, but not be limited to the following: <ul style="list-style-type: none"> <li>○ Jersey Barriers</li> <li>○ Reflective Barrels with lights</li> <li>○ 1/2" Yellow Polypropylene Rope</li> </ul> </li> <li>• Training Records for Flaggers</li> </ul>		

**Hazardous Energy Control****Not Applicable** 

Will you be doing any electrical work?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
<i>If "YES", your company must submit a copy of your electrical safety program outlining how you meet the requirements of NFPA 70E.</i>		
Electrical work includes: <ul style="list-style-type: none"> <li>• Working within 42 inches of an energized electrical part <ul style="list-style-type: none"> <li>○ For example, working inside a VFD with an unshielded line side or working within 42 inches of an energized bus bar</li> </ul> </li> <li>• Testing for zero energy</li> <li>• Troubleshooting, and inspecting</li> <li>• Making changes to the facility electrical system <ul style="list-style-type: none"> <li>○ For example, replacing breakers or wiring</li> </ul> </li> </ul>		
Will your work involve working on non-electrical systems that contain hazardous energy?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
<b>System Type</b>		
<input type="checkbox"/> Mechanical <input type="checkbox"/> Pneumatic <input type="checkbox"/> Chemical <input type="checkbox"/> Thermal <input type="checkbox"/> Hydraulic <input type="checkbox"/> Water <input type="checkbox"/> Steam <input type="checkbox"/> Gas		
Will your work include service, maintenance, or modification of equipment in which the unexpected energization or start-up of the equipment, or the release of stored energy, could cause injury to people or damage to equipment?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will your work require you to overlock onto an existing LOTO lock to protect from hazardous energy?*	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Are you removing or opening any electrical equipment covers of electrical equipment? For example boxes, panels, disconnect switches, etc.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Are you doing any demolition work that will require the removal of electrical equipment, walls, partitions, building structures, piping systems, ducts, etc.?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will your work require installing, repairing or modifying rotating equipment?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will your work require the potential exposure to more than 250 volts?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
*NOTE: A LOTO Permit is not required when the following requirements are met: <ul style="list-style-type: none"> <li>• The equipment is electrically connected by a cord and plug</li> <li>• Unplugging the equipment removes all forms of hazardous energy</li> <li>• The plug will remain constantly under the exclusive control of the servicing technician for the duration of the installation, servicing and maintenance process</li> </ul>		

**Elevated Work Surfaces****Not Applicable** *Identify Elevated Work Equipment that will be used on this project below:* Aerial Lift  Articulating Boom Lift  Scissor Lift  Man-Lift**Contractor will submit the following items for aerial and platform lifts:**

- Training Records for each person operating lift

*Identify Scaffolding that will be used on this project below:* Tubular & Coupler Scaffolding  Rolling Scaffold  Mobile Scaffold  
 Mason/Bricklayers Scaffold  Other:**Contractor will submit the following items for Scaffolding:**

- Training records for each person erecting and disassembling scaffold
- A written fall protection plan (such as the LBNL fall protection matrix)
- Training records for users of fall protection
- Training records for scaffold users

*Identify ladder type that will be used on this project below:* 6' or smaller A-Frame or Platform Ladder  6' to 12' A-Frame or Platform Ladder  
 12' or greater A-Frame or Platform Ladder  Extension Ladder less than 24'  
 Extension Ladder over 24'  Other:**Cranes & Heavy Equipment****Not Applicable** *Identify cranes or heavy equipment that will be used on this project below:* Backhoe  Front End Loader  Excavator  Crane Under 3 Tons  Crane Over 3 Tons  
 Forklift  Other (identify)**Contractor will submit the following items for crane or heavy equipment where applicable:**

- Crane Lift Plan
- Crane current annual inspection certification
- Crane quadrennial proof load test certification
- Crane operator's license
- Backhoe, Front End Loader, Excavator proof of competency
- Forklift operator certification/license

**Fire Protection & Prevention****Not Applicable** 

Will work include the use of open flames such as torches, welders, grinders, tar pots or any other tool or process/procedure that could cause sparks or open flames?

YES NO 

Will work be performed near combustible storage containers?

YES NO 

Will there be on-site refueling of equipment?

YES NO 

Has a Fire Watch been trained in the use of fire extinguisher and emergency procedures for the work being performed?

YES NO **NOTE: Approved Hot Work Permit must be provided to the Owner daily**

Hot Work Permit Number:

**Steel Erection and Assembly****Not Applicable** 

Is steel erection part of this work scope?

YES NO **Contractor will submit the following items for Steel Erection and Assembly:**

- Site-Specific Erection plan
- Fall protection work plan (per ANSI/ASSE Z359)

**Steel Erection and Assembly Overall Risk:**Low Med High

**Hazardous Substances or Materials****Not Applicable** 

Certain existing building components or materials that may be impacted by the work of this project are known or presumed to contain hazardous materials including, but not limited to, asbestos and lead.

Comply with the applicable abatement sections and safety requirements of the contract documents. Should the contractor(s) or subcontractor(s) determine or believe that any building component or material, not already noted as containing hazardous material, contains asbestos, lead, or other hazardous material, they shall notify the Port of Virginia immediately.

Common building materials that contain asbestos include floor tile and mastic, sheetrock and taping compound, pipe insulation, fire doors, and transite. Paint surfaces and settled dust commonly contain lead.

NOTE: The Contractor is required to perform their own exposure assessments for hazardous materials.

Will the work involve the use of any chemicals, such as paints, solvents, adhesives, epoxy coatings, fuels or other hazardous materials?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Are all personnel using these materials trained in safe handling?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will there be an emergency eyewash and shower in the immediate work area at a location that can be reached by a blinded worker in an uncomplicated and unimpeded path within 10 seconds travel time (approximately 50 feet)?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
If "NO", a portable eyewash station, capable of providing 15 minutes of continuous water flow, shall be provided (handheld squeeze bottle type is not allowed) that meets the same access requirement listed above?		
Will employees be potentially exposed to airborne concentrations of hazardous gas, fume, dust or mist?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will Safety Data Sheet(s) be available to the workers onsite?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will respirators be required?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
<i>Describe the type of respiratory protection to be used</i>		

**Permit-Required Confined Space Entry****Not Applicable** 

Will the scope of your work require you to be working in a confined space where physical or atmospheric hazards may be present?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
<b>Contractor will submit the following items for Confined Space Entry:</b>		
<ul style="list-style-type: none"> <li>• Contractor's Confined Space Program <ul style="list-style-type: none"> <li>◦ Example Alternate Method, Reclassification, and Permit-required Confined Space Entry Permits</li> </ul> </li> <li>• Training records</li> <li>• Air Monitoring Equipment Calibration Records</li> </ul>		
Rescue Service Contact Info:		

**Welding / Hot Cutting****Not Applicable** 

Will the work involve welding/cutting steel at painted surface?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will the work involve welding/cutting stainless steel?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will Respiratory Protection be required?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
<b>Contractor will submit the following items for welding or hot cutting on non-lead containing surfaces (new steel construction):</b>		
<ul style="list-style-type: none"> <li>• If Respiratory Protection is Required <ul style="list-style-type: none"> <li>○ Respiratory Protection Program</li> <li>○ Qualitatively fit tested ½ mask negative pressure respirator with fit test records</li> <li>○ Medical approval to wear respirators</li> <li>○ Respiratory protection training records</li> </ul> </li> </ul>		
<b>Contractor will submit the following items for welding or hot cutting on lead containing surfaces (where lead paint exists or has been abated):</b>		
<ul style="list-style-type: none"> <li>• Respiratory Protection Program</li> <li>• Quantitatively fit tested full face-piece Powered Air Purifying Respirator (PAPR) and fit test records –</li> <li>• Medical approval to wear respirators</li> <li>• Blood lead baseline sample results (excluding employee SSNs)</li> <li>• Documentation that workers have received lead awareness training.</li> <li>• Respiratory protection training records</li> </ul>		
<b>Contractor will submit the following items for welding or hot cutting on stainless steel:</b>		
<ul style="list-style-type: none"> <li>• Respiratory Protection Program</li> <li>• Quantitatively fit tested</li> <li>• full face-piece negative pressure respirator and fit test records</li> <li>• Medical approval to wear respirators</li> <li>• Documentation of hexavalent chromium training</li> <li>• Respiratory protection training records</li> </ul>		

**Lead Paint****Not Applicable** 

Will the work involve sanding, grinding, scraping, brazing, cutting, welding, removing or otherwise disturbing painted surfaces in such a way that lead particles may become airborne?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
<b>Contractor will submit the following items for lead paint removal:</b>		
<ul style="list-style-type: none"> <li>• JHA for lead paint removal</li> <li>• Site-Specific Lead Compliance Plan</li> <li>• Respiratory Protection Program</li> <li>• Company's Lead Compliance Program</li> <li>• Department of Public Health Lead Worker &amp; Supervisor Training Certificates</li> <li>• Full face-piece negative pressure respirator with quantitative fit test</li> <li>• Medical approvals for respirator use</li> <li>• Respiratory protection training records</li> </ul>		

**Asbestos****Not Applicable** 

Will the work require asbestos removal or disturbance?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will the work require a 10-day notification to (BAAQMD) for renovations involving RACM greater than or equal to 100 linear feet 100 sq. ft, or 35 cu ft prior to renovations?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
<b>Contractor will submit the following items for asbestos removal:</b> <ul style="list-style-type: none"> <li>• Site Specific Asbestos Compliance Plan</li> <li>• JHA addressing asbestos hazards</li> <li>• Respiratory Protection Program</li> <li>• Subcontractor's Asbestos Program</li> <li>• Asbestos Worker Training Certificates</li> <li>• Medical approvals &amp; fit test records for respirator use</li> <li>• Respiratory protection training records</li> </ul>		

**Application of Paint and Other Coatings****Not Applicable** 

Does the scope of your work include sanding, scraping, grinding, washing or other prep activity?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
How will the paint / coating be applied: <input type="checkbox"/> Sprayed <input type="checkbox"/> Rolled <input type="checkbox"/> Other (describe)		
Will Respiratory Protection be required?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
<b>Contractor will submit the following items for Painting and application of other coatings:</b> <ul style="list-style-type: none"> <li>• JHA detailing the work plan</li> <li>• If Respiratory Protection is Required <ul style="list-style-type: none"> <li>○ Respiratory Protection Program</li> <li>○ Qualitative respirator fit test records</li> <li>○ Medical approval to wear respirators</li> <li>○ Respiratory protection training records</li> <li>○ Minimum of ½ mask, air-purifying respirator (Full face piece, air-purifying or Powered Air Purifying Respirators may be required depending on product, task, and environmental factors)</li> </ul> </li> </ul>		

**Sanitation****Not Applicable** 

Will the scope of work require the Contractor to provide temporary washing facilities and toilets?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
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**Silica Dust****Not Applicable** 

Will work involve jack-hammering, roto-hammering, drilling, grinding or other disturbance of concrete or use of products that contain crystalline silica that might create silica dust?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will work involve wet slab or wall concrete cutting, drilling, and coring or cutting/sanding drywall or joint compound?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
If "YES" to either of the above questions, describe below the method of dust control and control of worker and other persons who could be exposed, such as using wet methods and respiratory protection/training:		
<p><b>Subcontractor will submit the following items:</b></p> <ul style="list-style-type: none"> <li>• JHA describing silica hazards and controls <ul style="list-style-type: none"> <li>○ NOTE: JHA shall address how Contractor will prevent the spread of airborne silica dust.</li> </ul> </li> <li>• Subcontractor's Respirator Protection Program</li> <li>• Documentation of silica hazards awareness training</li> </ul>		
<p><b>For indoor work:</b></p> <ul style="list-style-type: none"> <li>• JHA describing silica hazards and controls <ul style="list-style-type: none"> <li>○ NOTE: JHA shall address how Contractor will prevent the spread of airborne silica dust.</li> </ul> </li> <li>• Quantitatively fit tested full face-piece air-purifying respirator along with fit test records</li> <li>• Medical approval to wear respirators</li> <li>• Respiratory protection training records</li> </ul>		
<p><b>For outdoor work:</b></p> <ul style="list-style-type: none"> <li>• JHA describing silica hazards and controls <ul style="list-style-type: none"> <li>○ NOTE: JHA shall address how Contractor will prevent the spread of airborne silica dust.</li> </ul> </li> <li>• Qualitatively fit tested ½ mask negative pressure respirator along with fit test records</li> <li>• Medical approval to wear respirators</li> <li>• Respiratory protection training records</li> </ul>		

**Heat Related Illness Program****Not Applicable** 

Will work occur in conditions $\geq 80^{\circ}\text{F}$ heat index	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Heat Illness Prevention Plan submitted	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Access to cool-down areas	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Hydration stations provided	YES <input type="checkbox"/>	NO <input type="checkbox"/>
<p><b>Contractor will submit the following items for Heat Related Illness Program:</b></p> <ul style="list-style-type: none"> <li>• JHA detailing the work plan</li> </ul>		