



THE PORT OF VIRGINIA

AMERICA'S MOST MODERN GATEWAY

VIRGINIA INTERNATIONAL TERMINALS, LLC

Request for Proposals

RFP #2026-31-VIT

36K LB Forklifts

Hampton Roads, Virginia

REQUEST FOR PROPOSALS (RFP)

TRANSMITTAL PAGE

Title: 36K LB Forklifts

RFP: 2026-31-VIT

Issue Date: May 25, 2026

Issuing Agency: Virginia International Terminals, LLC (VIT)

Virginia International Terminals, LLC (VIT) is seeking proposals for the purchase of two (2) 36K LB Forklifts with the option to purchase up to an additional twelve (12) 36K LB Forklifts throughout the life of the Contract. The term of the Contract shall be for one year and shall renew automatically for up to four (4) additional one (1) year periods in accordance with the terms noted in the Contract. Proposals and all other correspondence, including questions, shall be sent electronically to proposals@vit.org. All email communications shall contain "RFP 2026-31-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 May 29, 2026.

Proposals will be received until 2:00 p.m. EST June 8, 2026, an electronic copy of each proposal must be submitted to the following e-mail: proposals@vit.org.

Late Proposals will not be considered.

In compliance with this RFP, and with all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the 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.

TABLE OF CONTENTS FOR RFP# 2026-31-VIT

- I. PURPOSE
- II. STATEMENT OF NEEDS
- III. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS
- IV. OWNERSHIP OF DATA SUBMITTED PURSUANT TO THE RFP
- V. EVALUATION AND AWARD CRITERIA
- VI. SPECIFIC PROPOSAL INSTRUCTIONS
- VII. AWARD OF THE CONTRACT
- VIII. EXHIBITS A-L

VIRGINIA INTERNATIONAL TERMINALS, LLC
Request for Proposals 2026-31-VIT
Sections I through VI

- I. Purpose of the RFP The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified Offerors to establish a Contract through competitive negotiations for the purchase of two (2) 36K LB Forklifts with the option to purchase up to an additional twelve (12) 36K LB Forklifts throughout the life of the 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 36K LB Forklifts. 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, June 8, 2026.** Responses shall be sent to proposals@vit.org. Proposals shall be signed by an authorized representative of the Offeror. All information requested in the RFP must be submitted. Failure to submit all information requested may result in: (1) VIT requiring prompt submission of missing information or (2) VIT rejecting the proposal as being non-responsive. Virginia International Terminals, LLC will not be responsible for delays in the delivery of responses. VIT's mail exchange server has a limit of 50 MB for incoming proposals. Offerors need to be aware that their internet service provider (ISP) may have a maximum server limit less than 50 MB, which could hinder responses from being delivered to VIT. VIT will not be responsible for responses not received due to these limitations and no special consideration shall be given to such responses. It is the sole responsibility of the Offeror to ensure that its response reaches proposals@vit.org by the designated date and hour.
- IV. Ownership of Data Submitted Pursuant to the RFP Ownership of all data, materials and documentation prepared for VIT pursuant to the RFP shall belong exclusively to VIT and will not be subject to public inspection in accordance with the Virginia Freedom of Information Act. However, proprietary information or trade secrets submitted by an Offeror shall not be subject to public disclosure. The Offeror must, with specificity, identify those portions of its proposal, which are proprietary. Offerors may not designate all of a proposal "proprietary" and any attempt to do so may result in rejection of the proposal.

V. Evaluation & Award Criteria	Criteria	Points
	Technical Specifications	35
	Price	25
	After Sales Support	15
	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 - 35pts

The proposal shall demonstrate full compliance with all technical, operational, and functional requirements outlined in the Scope of Work for the forklifts. Offerors shall clearly describe how the proposed equipment meets or exceeds all specified performance criteria, including load capacity, lift height, stability, maneuverability, and compatibility with existing operations. The forklifts shall, at a minimum, be designed and rated for continuous industrial use, meet all applicable OSHA and industry safety standards, and incorporate all required safety features such as operator restraints, visibility enhancements, and warning indicators.

The proposal shall provide detailed specifications for all major components, including engine, transmission, hydraulic systems, braking systems, tires, and control interfaces. Offerors shall also describe the structural design, materials, and construction methods used to ensure durability, reliability, and extended service life under heavy-duty operating conditions.

Additionally, Offerors shall address standard and optional features, including any telematics, fleet management systems, operator-assist technologies, or energy-efficiency enhancements included with the equipment. Clear documentation shall be provided, including manufacturer specification sheets, equipment

drawings, and compliance matrices demonstrating adherence to all requirements.

Any deviations, exceptions, or proposed alternatives must be clearly identified, fully justified, and accompanied by a detailed explanation confirming that such deviations do not negatively impact safety, performance, durability, or operational compatibility. Proposals that demonstrate a superior understanding of operational requirements and provide enhanced functionality without compromising compliance will be rated more favorably.

Section 3: Price - 25pts

The Offeror is required to complete the price form located after Section VII.

Section 4: After Sales Support - 15pts

The proposal shall describe the Offeror's comprehensive after-sales support program designed to ensure long-term equipment reliability, maintainability, and operational continuity. At a minimum, Offerors shall confirm their ability to provide ongoing technical support, troubleshooting assistance, and maintenance services for the forklifts throughout the contract term.

Offerors shall demonstrate their capability to maintain a sufficient inventory of spare parts within the continental United States for a minimum of five (5) years and ensure that critical components can be delivered within twenty-four (24) hours during the warranty period. The proposal shall include a detailed spare-parts list identifying part numbers, descriptions, unit pricing, and lead times.

The Offeror shall outline the availability of qualified service technicians, including certifications, geographic coverage, and expected response times for both remote support and on-site service requests. Procedures for handling service calls, escalation protocols, and corrective maintenance actions shall be clearly defined.

Additionally, Offerors shall describe any preventive maintenance programs, training opportunities for operators and maintenance personnel, and the availability of technical manuals and documentation. Any value-added services, such as remote diagnostics, predictive maintenance tools, or fleet management systems, shall also be included.

The intent of this section is to evaluate the Offeror's ability to provide reliable, responsive, and sustained support that minimizes downtime and ensures continued operational efficiency of the forklifts.

Section 5: Delivery and Final Acceptance - 15pts

The proposal shall describe the Offeror's manufacturing, delivery, and implementation approach to ensure timely and complete fulfillment of all contract requirements. Offerors shall provide a detailed production schedule that includes key milestones such as order confirmation, manufacturing, inspection, shipment, and delivery.

The proposal shall outline the Offeror's quality assurance and quality control processes, including factory testing, inspection protocols, and pre-shipment verification to ensure each forklift meets all specified requirements prior to delivery.

Offerors shall confirm their ability to deliver forklifts to Virginia International Gateway (1000 Virginia International Gateway Blvd., Portsmouth, VA 23703), within the required timeframe identified in the solicitation. The initial two (2) forklifts shall be delivered within the specified delivery period, and the Offeror shall also demonstrate the ability to fulfill future orders within consistent and commercially reasonable lead times.

The proposal shall describe the delivery process, including transportation, offloading, installation, and commissioning. Additionally, Offerors shall define the final acceptance process, including inspection criteria, functional testing, documentation requirements, and procedures for resolving deficiencies.

The intent of this section is to ensure that the Offeror can deliver fully compliant equipment on schedule, with clear processes for verification and acceptance prior to operational use.

Section 6: Warranty - 10pts

The Offeror shall warrant that all forklifts provided under this contract are new, free from defects in materials and workmanship, and fully compliant with manufacturer and performance specifications beginning at the time of final acceptance.

The proposal shall clearly define the duration and scope of warranty coverage, including all components and systems, and identify any exclusions or limitations. At a minimum, warranty coverage shall include parts and labor necessary to repair or replace defective components within a reasonable timeframe.

Offerors shall describe the procedures for submitting and processing warranty claims, including points of contact, required documentation, and expected response and resolution times. The proposal shall also address whether warranty services will be performed on-site or at an authorized service facility, and how transportation or logistics will be handled if required.

Additionally, Offerors shall confirm their commitment to maintaining sufficient inventory of maintenance and repair parts within the continental United States throughout the warranty period to support timely service and minimize equipment downtime.

Any extended warranty options, enhanced coverage terms, or value-added warranty services shall be clearly described.

The intent of this section is to evaluate the Offeror's ability to provide comprehensive and reliable warranty coverage that protects VIT's investment and ensures continued equipment performance.

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.

PROPOSAL PRICE FORM:

DESCRIPTION	QTY	UNIT PRICE	DELIVERY COST	TOTAL PRICE
Two (2) high capacity forklifts with a lift rating 36K with the option of up to an additional twelve (12) 36K forklifts over the life of the Contract delivered in accordance with the information contained in this document	2	\$	\$	\$
	12 Options	\$	\$	\$

VIT shall have the option to purchase up to an additional twelve (12) forklifts over the life of the Contract. Pricing (Unit Price) may increase at the start of each term year not to exceed the increase in index WPU112D03 upon express written approval of the parties.

State your firm delivery date: _____ This may be a factor in making an award.

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 and related services 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 and related services 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 qualified to provide the goods and related services 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. CYBERSECURITY RESPONSIBILITY
18. DEBARMENT STATUS
19. DEFAULT
20. DRUG FREE WORKPLACE POLICY STATEMENT
21. ETHICS IN CONTRACTING
22. FEDERALLY IMPOSED TARIFFS
23. FORCE MAJEURE
24. GENERAL RELATIONSHIP
25. IMMIGRATION REFORM AND CONTROL ACT OF 1986
26. INDEMNIFICATION
27. LIMITATION OF LIABILITY
28. MANDATORY USE OF FORM AND TERMS AND CONDITIONS OF RFPS
29. NO ORAL MODIFICATIONS TO THE CONTRACT
30. NONDISCRIMINATION OF CONTRACTORS
31. OPERATING AUTHORITY AND CREDENTIALS
32. PAYMENT TERMS
33. PRECEDENCE OF TERMS
34. PRICE
35. PRIME CONTRACTOR RESPONSIBILITIES
36. PROCUREMENT AND SURPLUS PROPERTY GUIDELINES
37. PROPOSAL ACCEPTANCE PERIOD
38. PROPOSAL PRICE CURRENCY
39. QUALIFICATIONS OF OFFERORS
40. REPRESENTATIONS
41. STRICT LOYALTY
42. SUBCONTRACTS
43. SUPERSEDING EFFECT
44. TAXES
45. TERMINATION AND SUSPENSION
46. TERMINATION FOR CONVENIENCE
47. 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/HRCF II Procurement and Surplus Property Guidelines. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by VIT or with the performance of the Contract generally.
2. The parties may agree in writing to modify the scope of the Contract. Any increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract. Notwithstanding any other provisions of the Contract or any document referenced therein, VIT's Procurement Head, or their designee are the only individual authorized to make changes in or redirect the work required by the Contract. If VIT's approval is required under the terms of the Contract, it shall be construed to mean the approval of VIT's Procurement

Head or 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. CYBERSECURITY RESPONSIBILITY:

Contractor shall maintain commercially reasonable administrative, technical, and physical safeguards to protect its systems and any VIT data from unauthorized access, disclosure, alteration, loss, or disruption. Contractor shall be responsible for, and shall indemnify and hold harmless VIT from and against, any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising from: (a) a cybersecurity incident, data breach, or unauthorized access involving Contractor systems; (b) Contractor’s failure to comply with applicable cybersecurity or data protection laws; or (c) unauthorized access to or disclosure of VIT data caused by Contractor’s acts, omissions, or failure to maintain appropriate security measures. Any limitation of liability in this Contract shall not apply to Contractor’s obligations under this Section. Upon request, Contractor shall provide evidence of commercially reasonable cyber liability insurance coverage.

18. 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.

19. 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.

20. 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.

21. 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.

22. FEDERALLY IMPOSED TARIFFS:

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

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

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

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

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

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

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

During the Term and for five (5) years after the termination of this Contract, contractor shall retain, and VIT and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Contract and contractor's costs for providing goods to VIT, including

but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.

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

23. FORCE MAJEURE:

It is mutually understood and agreed that neither party hereto shall be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to fires, strikes, floods, hurricanes, tornadoes, snowstorms, epidemics, acts of God, acts of war or terrorism, legal acts of public authorities, or, delays or defaults caused by public carriers which cannot reasonably be forecast or provided against.

24. GENERAL RELATIONSHIP:

The Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor are employees of VIT under the meaning or application of any federal or state unemployment or insurance laws or workers' compensation laws, or otherwise. The Contractor shall assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor in the performance of this Contract. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of VIT, and the Contractor shall have no authority to represent itself as an agent, employee, or in any other capacity of VIT.

25. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their 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.

26. 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.

27. LIMITATION OF LIABILITY:

To the extent permitted by applicable law, neither party will be liable to the other under this solicitation or resulting contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this contract. In the event of Default on behalf of either party, the total liability owed to the other party shall not exceed the 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.

28. 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.

29. NO ORAL MODIFICATIONS TO THE CONTRACT:

No modification of, or addition to, the provisions of the Contract shall be effective unless in writing and signed by the parties to the Contract.

30. NONDISCRIMINATION OF CONTRACTORS:

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.

31. OPERATING AUTHORITY AND CREDENTIALS:

Wherever and whenever during the course of performing any work under this Contract, the Contractor will ensure that all vehicles utilized to accomplish the terms of the Contract are properly titled, registered, plated and have the required operating authority and credentials in accord with the *Code of Virginia*.

32. PAYMENT TERMS:

Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to VIT: Attention Accounts Payable at 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.

33. PRECEDENCE OF TERMS:

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

- (a) Articles of the Contract
- (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.

34. PRICE:

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

35. PRIME CONTRACTOR RESPONSIBILITIES:

The Contractor shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that it may utilize with the prior written consent of VIT, using its best skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor. The Contractor agrees that it is as fully responsible for the acts and omissions of its subcontractors as it is for the acts and omissions of its own employees. Each subcontractor will be required to obtain an executed access agreement on VIT's standard form and proof of the insurance required by this Contract. Contractor acknowledges that claims for additional time or change order based on delay due to subcontractors' failure to provide either an executed access agreement or proof of necessary insurance required to gain access to VIT facilities will not be considered by VIT.

36. PROCUREMENT AND SURPLUS PROPERTY GUIDELINES:

This solicitation is subject to the provisions of 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 only.

37. 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.

38. PROPOSAL PRICE CURRENCY:

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

39. 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.

40. 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.

41. 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.

42. 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.

43. SUPERSEDING EFFECT:

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

44. 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.

45. 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.

46. 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.

47. 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. SWAM SUBCONTRACTING AND EVIDENCE OF COMPLIANCE
24. TESTING, INSPECTION AND FINAL ACCEPTANCE
25. TRAINING IN OPERATION AND MAINTENANCE OF EQUIPMENT
26. TRANSPORTATION AND PACKAGING
27. TWIC COMPLIANCE AND ESCORT COST REIMBURSEMENT
28. WARRANTY
29. WARRANTY (COMMERCIAL)
30. 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:**

Delivery of goods shall be within the number of calendar days stated below after receipt of order (ARO) by the Offeror. VIT requires the Offeror to deliver within a reasonable time ARO. 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: 90 calendar days ARO

OFFEROR'S STATED DELIVERY TIME: ____ CALENDAR DAYS ARO

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:

Jared Egge
Name

757-319-0794
Phone

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:**

- a. 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.

- b. Supplemental Coverage Requirements
 - i. If the Contractor transports goods, equipment, or materials between project sites, the Contractor shall maintain All-Risks Cargo Insurance covering such property while in transit. Coverage shall be written on an all-risk basis and shall include, at minimum: loading and unloading; storage incidental to transit; transportation by any conveyance; theft, pilferage, and non-delivery; environmental cleanup arising from accidental release of transported materials; and perils of war, riot, strike, and civil commotion, to the extent available in the commercial insurance market. The policy shall insure the full replacement cost of each item or asset plus ten percent (10%) to cover freight, handling, expediting, and other incidental costs. Coverage shall remain in effect from commencement of loading until final delivery and acceptance at the destination. The policy shall name the Virginia Port Authority ("VPA") as loss payee with respect to any loss involving VPA property or property for which VPA bears risk of loss. Coverage shall apply on a primary and non-contributory basis to any insurance maintained by VPA. This requirement shall not apply when the Contractor delivers materials under Delivered Duty Paid (DDP) terms as defined by Incoterms®, under which the seller retains responsibility and risk of loss for the cargo until delivery. All subcontractors engaged in transporting goods, equipment, or materials on behalf of the Contractor shall maintain cargo insurance providing coverage equivalent to that required under this Section. The Contractor shall be responsible for ensuring subcontractor compliance.
 - ii. If the Work involves crane or rigging operations, Rigger's Liability Insurance shall be maintained. Coverage must apply to losses arising from lifting, hoisting, and moving of property or equipment. Minimum coverage shall be \$1,000,000 per occurrence or the value of the item being lifted, whichever is greater. If provided under the Contractor's CGL policy, coverage must be explicitly shown on the Certificate of Insurance.
- c. VIT may require additional insurance coverage based on specific project risks and reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. All claims-made policies must have a retroactive date prior to the contract's effective date and be maintained for three (3) years following completion of the Work. Insurance policies may not be canceled or materially modified without thirty (30) days' prior written notice to VIT. All liability policies, except Professional Liability and Workers' Compensation, must include: a waiver of subrogation in favor of the VIT Parties; coverage for

liability assumed under “insured contracts”; additional insured status for the VIT Parties for both ongoing and completed operations; severability of interests; recognition of contracts with VIT Parties as “insured contracts”; and support for the Contractor’s indemnity obligations. Evidence of insurance shall be provided via ACORD 25 certificates submitted annually to coisubmissions@portofvirginia.com, listing Virginia International Terminals, LLC, 601 World Trade Center, Norfolk, VA 23510 as certificate holder. Additional insureds shall include Virginia Port Authority, Virginia International Terminals, LLC., Virginia International Gateway, Inc., City of Richmond, VA, HRCP II, LLC, and their respective affiliates, officers, and agents, which may be satisfied via blanket endorsements. The Contractor shall be solely responsible for ensuring that all subcontractors maintain insurance coverage that meets or exceeds the requirements of this Agreement. Any failure by a subcontractor to maintain such coverage shall not relieve the Contractor of its obligations. In the event of any lapse, deficiency, or unavailability of a subcontractor’s insurance, the Contractor’s own insurance shall respond as primary to cover any resulting loss, damage, claim, or liability. All deductibles and self-insured retentions must be disclosed and approved. Failure to maintain required insurance may result in termination of the Agreement. VIT does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor’s interests.

9. LABELING OF HAZARDOUS SUBSTANCES: INTENTIONALLY OMITTED

10. LIQUIDATED DAMAGES:

- A. **LIQUIDATED DAMAGES, GOODS AND NONPROFESSIONAL SERVICES:** Delivery is required not later than 90 days from final execution of the Contract. 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 \$1,000.00 per calendar day for the first ninety (90) days and increases to \$1,500.00 per calendar day on day ninety-one (91) until final delivery. This applies only for 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: INTENTIONALLY OMITTED

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 index/indices: WPU112D03. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the Procurement Head. However, price decreases are subject to implementation at any time and shall be immediately conveyed to 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. **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/HRCP II Procurement and Surplus Property Guidelines, and/or other appropriate penalties.
24. **TESTING, INSPECTION AND FINAL ACCEPTANCE:**
VIT shall have the right to inspect the any goods provided under this Agreement (the "Equipment") upon delivery to VIT's designated location for visible damage, completeness, and conformity with the specifications set forth in this Agreement. Any visible defects, damage, shortages, or nonconformities shall be documented and reported in writing to Contractor. Following installation (if applicable), VIT shall have thirty (30) days (the "Testing Period") to perform operational testing of the Equipment under normal operating conditions to confirm that the Equipment complies in all material respects with the technical specifications, performance requirements, and warranties set forth in this Agreement. If VIT determines that the Equipment fails to meet the requirements of this Agreement, VIT shall provide Contractor with written notice describing the non conformity in reasonable detail. Upon receipt of such notice, Contractor shall, at its option and expense, promptly (a) repair the Equipment, (b) replace the Equipment, or (c) refund the purchase price paid for the non conforming Equipment, including any applicable taxes and delivery costs. Any repaired or replaced Equipment shall be subject to retesting under this Section, and the Testing Period shall recommence upon redelivery or completion of corrective action.
- Final acceptance of the Equipment ("Final Acceptance") shall occur upon the earliest of:
- a) VIT's written confirmation that the Equipment conforms to the requirements of this Agreement;
 - b) expiration of the Testing Period without VIT providing written notice of non conformity.
- Final Acceptance shall not relieve Contractor of responsibility for defects that were not reasonably discoverable during inspection and testing or that constitute a breach of Contractor's warranties under this Agreement. Inspection, testing, or Final Acceptance of the Equipment shall not be deemed a waiver of any of VIT's rights or remedies arising under this Agreement or applicable law.
25. **TRAINING IN OPERATION AND MAINTENANCE OF EQUIPMENT:**
The Contractor, in conjunction with its subcontractors and suppliers, shall provide VIT's personnel with instruction in the proper operation and maintenance of the items and related controls provided under the Contract.

26. 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.

27. 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.

28. WARRANTY:

All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of five (5) years 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.

29. 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.

30. 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 AND SPECIFICATIONS

Virginia International Terminals, LLC (VIT) is soliciting proposals from qualified Offerors for the purchase of two (2) 36K LB Forklifts with the option over five (5) years to purchase up to twelve (12) 36K LB Forklifts. The forklifts will be used to transport a wide range of general cargo, project cargo, and specialized handling operations across terminal and CFS environments. These units must balance lifting capacity with versatility and maneuverability to accommodate varied freight configurations. The forklifts must meet the specifications outlined herein, along with the operational, safety, and environmental requirements of VIT.

1. General Requirements

- 1.1. All equipment shall comply with all applicable OSHA standards and industry best practices for material handling equipment.
- 1.2. Equipment shall be suitable for lifting palletized freight and other freight to no more than 20' height with in normal load ratings based on industry standards.
- 1.3. Equipment shall be designed for outdoor operation and storage in a marine and terminal environment.
- 1.4. Components shall be corrosion-resistant and rated for exposure to weather, salt air, and temperature extremes.

2. Delivery and Acceptance

- 2.1. Equipment shall be fully assembled, tested, and verified for full functionality prior to shipment.
- 2.2. The Contractor shall perform pre-delivery inspection (PDI) and commissioning in accordance with OEM standards.
- 2.3. Final acceptance shall occur after successful on-site commissioning and a minimum of eight (8) continuous hours of trouble-free operation.
- 2.4. Delivery location to be determined at the time of order placement, and include the following marine terminal location. Delivery via boat or rail directly to the terminal location may be possible with prior approval of VIT.
 - 2.4.1. Two (2) Forklifts delivered to Virginia International Gateway: 1000 Virginia International Gateway Blvd., Portsmouth, VA 23703
- 2.5. All equipment shall be delivered, commissioned, and accepted no later than 90 days after Contract execution.

3. Service and Support

- 3.1. The Contractor shall maintain an adequate inventory of critical and maintenance spare parts within the continental United States for a minimum of five (5) years after delivery.
- 3.2. Spare parts shall be available within 24 hours during the warranty period.
- 3.3. Qualified service technicians and technical support shall be available within 48 hours of request for on-site support during the warranty period.

4. Manuals

- 4.1. The Contractor shall provide comprehensive documentation to support the operation, maintenance, and lifecycle management of the forklift and associated systems. The following manuals shall be delivered in digital format (PDF), twenty hard copies, and with the Technical Maintenance Plan (TMP) optionally provided in Excel:
 - 4.1.1. Operator's Manual: Detailed instructions for safe and effective operation of the forklift, including pre-start checks, normal operation, emergency procedures, and shutdown.
 - 4.1.2. Maintenance Manuals (Heavy and Running): Step-by-step procedures for all preventive and corrective maintenance tasks, including safety precautions, tools required, and estimated task durations.
 - 4.1.3. Parts Catalog: Illustrated and searchable parts catalog with OEM and vendor part numbers, descriptions, and exploded views for all components. Each OEM parts manual shall include a parts catalog. The parts catalog shall enumerate and describe every part to the lowest level of replaceable components. The description shall include component symbols, description, rating, accuracy, manufacturer's name and address, manufacturer's part number, commercial equivalents, and quantity per assembly or subassembly. The description of each component shall be complete to the extent that the material composition of each component is given. The parts catalog shall identify the appropriate locations of the parts and shall group each component by assemblies or subassemblies within each subsystem so that each component can be identified as being part of the next larger assembly. Include only that material which is pertinent to the specific product and delete references to inapplicable data.
 - 4.1.4. Technical Maintenance Plan (TMP): A structured schedule of all maintenance activities required to ensure continued compliance with performance and safety requirements.
 - 4.1.5. Drawings and illustrations: Each OEM shall be supported by, and shall refer to, illustrations, drawings, or photographs to the extent necessary to assure comprehension. The actual equipment identifying symbols used on the parts list, identification labels on equipment, and schematics. The drawings shall have

dimensions of all assemblies, subassemblies and components and shall include the following:

- 4.1.5.1. Bill of Materials
- 4.1.5.2. Mechanical Arrangement drawings
- 4.1.5.3. Hydraulic system drawings
- 4.1.5.4. Functional block diagrams
- 4.1.5.5. Control schematic diagrams
- 4.1.5.6. Simplified circuit diagrams
- 4.1.5.7. Electrical drawings/Wiring diagrams including wire color-coding, wire size, rating and terminal numbers
- 4.1.5.8. Supplement product data with drawings where necessary to clearly illustrate:
 - 4.1.5.8.1. relations to component parts
 - 4.1.5.8.2. control and flow diagrams
 - 4.1.5.8.3. project record documents as maintenance drawings shall not be acceptable.

5. Specifications

5.1 Dimensions:

Truck:	Location	Length/in
Length, without folks	L	196
With	B	80
Height, basic machine	H6	147
Seat height	H8	75
Distance between center of front axle and front face of fork arm	L2	35
Wheelbase	L3	130
Turning radius, outer	R1	180
Ground clearance, min	n/a	9.6
Height of mast lowered	n/a	141
Lift height top of fork	n/a	147
Mast tilting, forward-backward a-b	n/a	15-12
Forks:	Location	Length/in
Width	B	8
Thickness	A	3.5
Length of fork arm	L	72
Width across fork arms, max.-min.	V	2.8-91.3

5.2 Weight:

Service weight:	lbs. 42,116
Axle load front:	
Unloaded	lbs. 19,608
At rated load	lbs. 71,954
Axle load back:	
Unloaded	lbs. 22,558
At rated load	lbs. 6,210

5.3 Wheels:

Wheels/Tires:	
Type	Pneumatic
Dimensions, front – rear	in. 12.00 x 20 – 12.00 x 20
Number of wheels, front-rear (driven)	4 - 2
Pressure	psi 145

5.4 Brakes and Steering:

Brakes and Steering:	
Steering system	maneuvering hydraulic servo – steering wheel
Service brake system	affected wheels
Oil cooled disc brakes (wet disc brakes)	Drive wheels
Parking brake system	affected wheels Dry, spring activated disc brake – Drive Wheels

5.5 Drivetrain:

Engine:	Cummins QSB 6.7 (Turbo-Intercooler)
Fuel:	Diesel – 4 Stroke
Tier 4 Final	164 HP rated
Manufacturer- type designation:	ZF/3WG161
Clutch, type: Torque converter	Torque converter
Gearbox, type:	Hydrodynamic Powershift
Numbers of gears:	forward – reverse 3 – 3
Alternator charging 120 AMP	120 AMP
Differential & hub reduction	Kessler D81

5.6 Performance:

Lifting Speed	
(unloaded)	ft/min 91
(loaded)	ft/min 81
Lowering Speed:	
(unloaded)	ft/min 106
(loaded)	ft/min 94
Traveling Speed, forward-reverse:	
(unloaded)	mph 17 – 17

5.7 Miscellaneous:

Hydraulic pressure	Max. psi 3,263
Hydraulic fluid volume	gal 32
Fuel volume	gal 40

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 Federal 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 fields for Signature of U.S. person and Date.

General Instructions

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

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

What's New

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

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 B

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

Proposed SWaM Plan

Plans for Utilization of SBSD-Certified Businesses for this Procurement

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

Section C

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

Good Faith Effort Indicators by the Bidder/Offeror

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

Exhibit I
Monthly SWAM Subcontractor Payment Report

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

PRIME CONTRACTOR'S NAME: _____

PROJECT NAME: _____

CONTRACT NUMBER: _____

MONTH ENDING DATE: _____

QUARTER ENDING DATE: _____

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

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

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

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

EXHIBIT J

Hazardous Substance Self-Disclosure

(Submit with RFP/IFB)

Company Name	
Company Representative	
Contact Information (phone and email)	

Provider must sign the appropriate statement below, as applicable:

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

<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

CONTRACTOR'S 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.

Contractor Assessment Information	
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

Electrical PPE	Required for this Contract?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
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"/>
Contractor will submit the following items for Powder Actuated tools:		
<ul style="list-style-type: none"> • Training Records 		

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
Contractor will submit the following items for Excavation and Trenching:			
<ul style="list-style-type: none"> • JHA detailing Shoring • Plan Training Records 			

Demolition**Not Applicable**

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

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"/>
Contractor will submit the following items for approval by the Owners: <ul style="list-style-type: none"> • Management of Traffic (MOT) Plan shall include, but not be limited to the following: <ul style="list-style-type: none"> ○ Jersey Barriers ○ Reflective Barrels with lights ○ 1/2" Yellow Polypropylene Rope • Training Records for Flaggers 		

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"> • Working within 42 inches of an energized electrical part <ul style="list-style-type: none"> ○ For example, working inside a VFD with an unshielded line side or working within 42 inches of an energized bus bar • Testing for zero energy • Troubleshooting, and inspecting • Making changes to the facility electrical system <ul style="list-style-type: none"> ○ For example, replacing breakers or wiring 		
Will your work involve working on non-electrical systems that contain hazardous energy?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
System Type		
<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"> • The equipment is electrically connected by a cord and plug • Unplugging the equipment removes all forms of hazardous energy • The plug will remain constantly under the exclusive control of the servicing technician for the duration of the installation, servicing and maintenance process 		

Elevated Work Surfaces**Not Applicable**

<i>Identify Elevated Work Equipment that will be used on this project below:</i>			
<input type="checkbox"/> Aerial Lift <input type="checkbox"/> Articulating Boom Lift <input type="checkbox"/> Scissor Lift <input type="checkbox"/> Man-Lift			
Contractor will submit the following items for aerial and platform lifts:			
<ul style="list-style-type: none"> • Training Records for each person operating lift 			
<i>Identify Scaffolding that will be used on this project below:</i>			
<input type="checkbox"/> Tubular & Coupler Scaffolding <input type="checkbox"/> Rolling Scaffold <input type="checkbox"/> Mobile Scaffold			
<input type="checkbox"/> Mason/Bricklayers Scaffold <input type="checkbox"/> Other:			
Contractor will submit the following items for Scaffolding:			
<ul style="list-style-type: none"> • 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 			
<i>Identify ladder type that will be used on this project below:</i>			
<input type="checkbox"/> 6' or smaller A-Frame or Platform Ladder <input type="checkbox"/> 6' to 12' A-Frame or Platform Ladder			
<input type="checkbox"/> 12' or greater A-Frame or Platform Ladder <input type="checkbox"/> Extension Ladder less than 24'			
<input type="checkbox"/> Extension Ladder over 24' <input type="checkbox"/> Other:			

Cranes & Heavy Equipment**Not Applicable**

<i>Identify cranes or heavy equipment that will be used on this project below:</i>			
<input type="checkbox"/> Backhoe <input type="checkbox"/> Front End Loader <input type="checkbox"/> Excavator <input type="checkbox"/> Crane Under 3 Tons <input type="checkbox"/> Crane Over 3 Tons			
<input type="checkbox"/> Forklift <input type="checkbox"/> Other (identify)			
Contractor will submit the following items for crane or heavy equipment where applicable:			
<ul style="list-style-type: none"> • 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 <input type="checkbox"/>	NO <input type="checkbox"/>
Will work be performed near combustible storage containers?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will there be on-site refueling of equipment?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Has a Fire Watch been trained in the use of fire extinguisher and emergency procedures for the work being performed?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
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 <input type="checkbox"/>	NO <input type="checkbox"/>
Contractor will submit the following items for Steel Erection and Assembly:		
<ul style="list-style-type: none"> • Site-Specific Erection plan • Fall protection work plan (per ANSI/ASSE Z359) 		
Steel Erection and Assembly Overall Risk:	Low <input type="checkbox"/>	Med <input type="checkbox"/> High <input type="checkbox"/>

Hazardous Substances or Materials**Not Applicable**

<p>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.</p> <p>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.</p> <p>NOTE: The Contractor is required to perform their own exposure assessments for hazardous materials.</p>		
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"/>
<p>Contractor will submit the following items for Confined Space Entry:</p> <ul style="list-style-type: none"> • Contractor's Confined Space Program <ul style="list-style-type: none"> ◦ Example Alternate Method, Reclassification, and Permit-required Confined Space Entry Permits • Training records • Air Monitoring Equipment Calibration Records 		
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"/>
Contractor will submit the following items for welding or hot cutting on non-lead containing surfaces (new steel construction):		
<ul style="list-style-type: none"> • If Respiratory Protection is Required <ul style="list-style-type: none"> ○ Respiratory Protection Program ○ Qualitatively fit tested ½ mask negative pressure respirator with fit test records ○ Medical approval to wear respirators ○ Respiratory protection training records 		
Contractor will submit the following items for welding or hot cutting on lead containing surfaces (where lead paint exists or has been abated):		
<ul style="list-style-type: none"> • Respiratory Protection Program • Quantitatively fit tested full face-piece Powered Air Purifying Respirator (PAPR) and fit test records – • Medical approval to wear respirators • Blood lead baseline sample results (excluding employee SSNs) • Documentation that workers have received lead awareness training. • Respiratory protection training records 		
Contractor will submit the following items for welding or hot cutting on stainless steel:		
<ul style="list-style-type: none"> • Respiratory Protection Program • Quantitatively fit tested • full face-piece negative pressure respirator and fit test records • Medical approval to wear respirators • Documentation of hexavalent chromium training • Respiratory protection training records 		

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"/>
Contractor will submit the following items for lead paint removal:		
<ul style="list-style-type: none"> • JHA for lead paint removal • Site-Specific Lead Compliance Plan • Respiratory Protection Program • Company's Lead Compliance Program • Department of Public Health Lead Worker & Supervisor Training Certificates • Full face-piece negative pressure respirator with quantitative fit test • Medical approvals for respirator use • Respiratory protection training records 		

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"/>
Contractor will submit the following items for asbestos removal: <ul style="list-style-type: none"> • Site Specific Asbestos Compliance Plan • JHA addressing asbestos hazards • Respiratory Protection Program • Subcontractor's Asbestos Program • Asbestos Worker Training Certificates • Medical approvals & fit test records for respirator use • Respiratory protection training records 		

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"/>
Contractor will submit the following items for Painting and application of other coatings: <ul style="list-style-type: none"> • JHA detailing the work plan • If Respiratory Protection is Required <ul style="list-style-type: none"> ○ Respiratory Protection Program ○ Qualitative respirator fit test records ○ Medical approval to wear respirators ○ Respiratory protection training records ○ 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) 		

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"/>
--	------------------------------	-----------------------------

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>Subcontractor will submit the following items:</p> <ul style="list-style-type: none"> • JHA describing silica hazards and controls <ul style="list-style-type: none"> ○ NOTE: JHA shall address how Contractor will prevent the spread of airborne silica dust. • Subcontractor's Respirator Protection Program • Documentation of silica hazards awareness training 		
<p>For indoor work:</p> <ul style="list-style-type: none"> • JHA describing silica hazards and controls <ul style="list-style-type: none"> ○ NOTE: JHA shall address how Contractor will prevent the spread of airborne silica dust. • Quantitatively fit tested full face-piece air-purifying respirator along with fit test records • Medical approval to wear respirators • Respiratory protection training records 		
<p>For outdoor work:</p> <ul style="list-style-type: none"> • JHA describing silica hazards and controls <ul style="list-style-type: none"> ○ NOTE: JHA shall address how Contractor will prevent the spread of airborne silica dust. • Qualitatively fit tested ½ mask negative pressure respirator along with fit test records • Medical approval to wear respirators • Respiratory protection training records 		

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>Contractor will submit the following items for Heat Related Illness Program:</p> <ul style="list-style-type: none"> • JHA detailing the work plan 		

Ergonomics Program**Not Applicable**

Does the Contractor have an Ergonomics Program in place?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
--	------------------------------	-----------------------------

Radiation and Laser Safety**Not Applicable**

Will radioactive material/sources be used?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will you be working on a class 3B or Class 4 laser?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will you be working on a microwave source greater than 5mW/cm ² ?	YES <input type="checkbox"/>	NO <input type="checkbox"/>

Describe work in detail:

Contractor will submit the following items for Radiation and Laser Safety:

- JHA detailing the work plan

Stormwater & Environmental Controls**Not Applicable**

Will work disturb ≥ 1 acre	YES <input type="checkbox"/>	NO <input type="checkbox"/>
SWPPP On-Site and up to date?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Erosion & sediment controls in place?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Spill Containment Plan?	YES <input type="checkbox"/>	NO <input type="checkbox"/>

Responsible Land Disturber

Name:

Certification #(s)					
Expiration Date(s)					

Company Name: _____

Acknowledged By: _____

Printed Name: _____

Title: _____

Date: _____