



VIRGINIA INTERNATIONAL TERMINALS, LLC

Invitation for Bids

IFB #2017-11-VIT

Ship to Shore MV Power Cables



GENERAL INFORMATION	
INVITATION FOR BID (IFB) TITLE	Ship to Shore MV Power Cables
INVITATION FOR BID (IFB) NO:	2017-11-VIT
ISSUE DATE:	December 11, 2016
GENERAL DESCRIPTION:	610 meters Prysmian 5DK4 191 Protolon(SMK)-LWL (N)TSKCGEWOEU (Cable will be installed on Cavotec cable reeling system for Ship to Shore cranes when received)
DIRECT INQUIRIES FOR INFORMATION TO:	Millard Grant, CPPB at proposals@vit.org *Deadline for questions: December 16, 2016 @2:00 p.m. to proposals@vit.org
BIDS DUE DATE:	December 21, 2016 @ 2:00 p.m. to proposals@vit.org
CONTRACT TERM:	One (1) year with VIT having the option to renew for four (4) additional one-year period.
EXPECTED DELIVERY:	24 weeks ARO is issued
ITEMS TO BE RETURNED (as your response to this solicitation):	Attachment A –Bid Form Attachment B - Proof of Authority to Transact Business in Virginia Any other necessary literature/brochures
DELIVER RESPONSE & REFER ALL QUESTIONS TO THE FOLLOWING ISSUING OFFICE: VIRGINIA INTERNATIONAL TERMINALS Attention: Millard Grant, Senior Procurement Analyst	
<p>*Bids and all other correspondence, including questions, shall be sent electronically to proposals@vit.org. All email communication shall contain “IFB 2017-11-VIT” in the subject line followed by the Bidder’s name.</p> <p>*Bids must be returned via e-mail directly to: proposals@vit.org no later than, December 21, 2016 at 2:00 p.m., local prevailing time.</p> <p>*Virginia International Terminals, LLC will not responsible for delays in the delivery of bids. VIT’s mail exchange server has a limit of 50 MB for incoming bids. Bidders need to be aware that their internet service provider (ISP) may have a maximum server limit less than 50 MB, which could hinder bids from being delivered to VIT. VIT will not be responsible for bids not received due to these limitations and no special consideration shall be given to such bids. It is the sole responsibility of the Bidder to ensure that its bid response reaches proposals@vit.org by the designated date and hour.</p> <p>*The Signed Response, Attachment A, Attachment B and any other literature/ documentation necessary for VIT to evaluate your response shall be returned.</p>	

**ATTACHMENT A
SPECIFICATIONS & BID FORM/PRICING SCHEDULE**

All pages of Attachment A and Attachment B shall be returned in order to be considered responsive

- PROJECT:** Furnish & Deliver MV Power Cables with the following specifications:
- 610 meters Prysmian 5DK4 191 Protolon(SMK)-LWL (N)TSKCGEWOEU.
(Cable will be installed on Cavotec cable reeling system for Ship to Shore cranes when received)
 - 3x50 + 2x25/2 + 1x(12E9LWL)
 - Red 6/10 KV
 - Cable will be factory terminated at both ends per VIT's specification

IFB BID #: 2017-00-VIT (**Bids Due: 12/21/2016 @ 2:00 p.m.**)

TO: Millard Grant, CPPB
Senior Procurement Analyst
proposals@vit.org

The undersigned bidder proposes to furnish the following in accordance with the contract documents, including any Addenda issued, for the prices quoted below. Company Name: _____

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

DESCRIPTION (<i>Furnish & Deliver</i>)	QTY	TOTAL PRICE
610 meters Prysmian 5DK4 191 Protolon (SMK)-LWL (N)TSKCGEWOEU STS MV Power Cable	1	\$

***(*Include delivery charges in unit price*)

This bid is subject to the provisions of the Virginia International Terminal, LLC Procurement and Surplus Property Manual and the General and the Special Terms and Conditions herein.

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

I certify that the firm name given above is the true and complete name of the bidder and that the bidder is legally qualified to perform all work and provide the goods included in the scope of the Contract.

Signature _____
Legal Representative of Firm
Printed Name
Date

ATTACHMENT B
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 bid 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):

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 A
VIRGINIA INTERNATIONAL TERMINALS, LLC
GENERAL TERMS & CONDITIONS
IFB #2017-11-VIT

- A. ANTI-DISCRIMINATION
- B. ANTITRUST
- C. APPLICABLE LAWS AND COURTS
- D. ASSIGNMENT OF CONTRACT
- E. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH
- F. AVAILABILITY OF FUNDS
- G. BID PRICE CURRENCY
- H. CHANGES TO THE CONTRACT
- I. CLARIFICATION OF TERMS
- J. COMPLIANCE WITH ALL LAWS AND REGULATIONS
- K. DEBARMENT STATUS
- L. DEFAULT
- M. DRUG FREE WORKPLACE POLICY STATEMENT
- N. ETHICS IN CONTRACTING
- O. IMMIGRATION REFORM AND CONTROL ACT OF 1986
- P. INSURANCE
- Q. NO ORAL MODIFICATION TO THE CONTRACT
- R. NON-DISCRIMINATION OF CONTRACTORS
- S. OPERATING AUTHORITY AND CREDENTIALS
- T. PAYMENT TERMS
- U. PRECEDENCE OF TERMS
- V. PROCUREMENT AND SURPLUS PROPERTY MANUAL
- W. QUALIFICATIONS OF OFFERORS

- X. TAXES
- Y. TESTING, INSPECTION AND FINAL ACCEPTANCE

GENERAL TERMS AND CONDITIONS

- A. **ANTI-DISCRIMINATION.** By submitting their bids, bidders certify to VIT that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, and the Americans With Disabilities Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursement made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (*Code of Virginia, §2.2-4343.1E*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this 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 provision of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- B. **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 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.

- C. **APPLICABLE LAWS AND COURTS.** This solicitation and any resulting Contract shall conclusively be deemed to have been executed and entered into in the Commonwealth of Virginia, and any Contract resulting therefrom, 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 Sale 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.
- D. **ASSIGNMENT OF CONTRACT.** Any Contract awarded or any interest thereunder shall not be assigned or transferred, in whole or in part, by the Contractor without the prior written consent of VIT. The Contractor shall not assign any moneys 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.
- E. **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 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.
- F. **AVAILABILITY OF FUNDS.** It is understood and agreed between the parties hereto that VIT shall be bound hereunder only to the extent that funds are available or may hereafter become available for the purpose of this Agreement.
- G. **BID PRICE CURRENCY.** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.
- H. **CHANGES TO THE CONTRACT.** Changes can be made to the Contract in any one of the following ways:
- I. 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 Purchasing Policies and Procedures Manual. 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. An 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 Chief Operations Officer is the only individual authorized to make the 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 Chief Operations Officer. In the event Contractor effects any change at the direction of any other person, the change shall be considered as having been made without authority, and an adjustment shall not be made in Contract price or delivery schedule as a result thereof.

- I. **CLARIFICATION OF TERMS.** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **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.
- K. **DEBARMENT STATUS.** By submitting their proposals, Bidders certify that they are not currently debarred from submitting proposals on Contracts within the United States, nor are they an agent of any person or entity that is so debarred.
- L. **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.
- M. **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:
 1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
 2. 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.

- N. **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 or its operating affiliate, Virginia International Terminals, LLC, 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.
- O. **IMMIGRATION REFORM AND CONTROL ACT OF 1986.** By submitting their proposals, the 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.
- P. **INSURANCE.** By entering into a Contract, the Contractor warrants that it and its subcontractors have the following minimum insurance coverage at that it will maintain them during the entire term of the Contract and that all insurance coverage applicable to the activities of the Contractor or its subcontractors in the Commonwealth of Virginia will be provided by insurance companies authorized to sell insurance by the Virginia State Corporation Commission.

INSURANCE COVERAGE AND LIMITS REQUIRED:

1. Worker's Compensation – Statutory requirements and benefits with, if applicable to work being performed, the necessary endorsements to include Longshoreman's, Harbor Workers coverage and Admiralty coverage if applicable.
2. Employers Liability - U.S. \$1,000,000 (one million dollars) if applicable.
3. Commercial General Liability - U.S. \$1,000,000 (one million dollars) combined single limit.
4. Automobile Liability - U.S. \$1,000,000 (one million dollars) if applicable.

All insurance coverage shall name VPA and VIT as an additional insured except workers compensation. None of the above insurance coverage shall be subject to cancellation or reduction without thirty (30) days advance notice being given to VIT. All such insurance coverage shall contain waiver of subrogation and contractual indemnity clauses or endorsements that are

reasonably satisfactory to VIT. Upon the request of VIT the Contractor and its subcontractors, if any, have procured and maintain all such required insurance coverage.

- Q. **NO ORAL MODIFICATION TO THE CONTRACT.** No modification of, or addition to, the provisions of the Contract shall be effective unless reduced to writing and signed by the parties to the Contract.
- R. **NON-DISCRIMINATION OF CONTRACTORS.** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- S. **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.
- T. **PAYMENT TERMS.** Any payment terms requiring payment in less than thirty(30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.
- U. **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, Specifications

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.

- V. **PROCUREMENT AND SURPLUS PROPERTY MANUAL.** This solicitation is subject to the provisions of Virginia International Terminals, LLC Procurement and Surplus Property Manual and any revisions thereto, which are hereby incorporated into the Contract in their entirety. A copy of the manual may be requested by emailing proposals@vit.org.

- W. **QUALIFICATIONS OF OFFERORS.** VIT may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods 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 that such offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

- X. **TAXES.** Sales to VIT are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against the Contract shall be free of Federal excise and transportation taxes.

- Y. **TESTING, INSPECTION, AND FINAL ACCEPTANCE.** VIT reserves the right to conduct any test/inspection it may deem advisable to assure items and services conform to the specifications. All items, including without limitation raw materials, components, services, intermediate assemblies, and products and data, shall be subject to inspection and test by VIT or its authorized designee at all times and places, including the period of manufacture.

If any items are defective in material or workmanship or otherwise not in conformity with the requirements of the Contract, VIT shall have the right to require their correction or to require replacement. Items that have been rejected or required to be corrected shall be removed or, if permitted or required by VIT, corrected in place by and at the expense of Contractor, promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails to remove promptly such items required to be removed or to replace or correct promptly such items,

VIT may either:

- Accept delivery of the defective items and by separate contract or otherwise correct such items and charge Contractor the costs incurred or deduct from amounts due Contractor the cost incurred by VIT therefor; or
- By separate contract or otherwise replace such defective items and charge Contractor the total cost incurred by VIT therefor; or
- Terminate this Contract for default; or
- Require the delivery of such items at a reduction which is equitable under the circumstances.

If any inspection or test is made by VIT on the premises of Contractor or its subcontractors, Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of VIT's inspectors in the performance of their duties. If the inspection or test is made at a point other than the premises of Contractor or its subcontractors at the request of VIT, unless otherwise specified in this Contract, it shall be at the expense of VIT. With respect to rejected items, VIT shall not be liable for any reduction in value of rejected items used in connection with such inspection or test. All inspections and tests by VIT shall be performed in such a manner as not to unduly delay the work. VIT reserves the right to charge to Contractor any additional cost of inspection and test when items are not ready at the time such inspection and test is scheduled or when reinspection or retest is necessitated by prior rejection. Final acceptance or rejection of items shall be made as promptly as practicable after delivery, but failure to inspect or accept promptly or reject items shall neither relieve Contractor from responsibility for such items that are not in accordance with the requirements of this Contract nor impose any liability on VIT therefor.

Records of all inspections and tests by Contractor shall be kept complete and available to VIT for review during performance of this Contract and for such longer period as may be specified elsewhere in the Contract.

Unless otherwise provided herein, final inspection and final acceptance by VIT shall be after delivery.

Inspection and test by VIT of any item does not relieve Contractor from any responsibility regarding defects that may be discovered prior to final acceptance or during the warranty period.

Final acceptance shall be conclusive except as regards latent defects, fraud, or such gross

mistakes as may amount to fraud, or with respect to VIT's rights under a warranty.

Final acceptance shall be evidenced by VIT's written certification to Contractor that all items have been completed by Contractor and inspected and accepted by VIT.

EXHIBIT B
VIRGINIA INTERNATIONAL TERMINALS, LLC
SPECIAL TERMS AND CONDITIONS
IFB # 2017-11-VIT

1. ADVERTISING
2. AUDIT
3. CANCELLATION OF CONTRACT
4. CONTRACT QUANTITIES
5. DELIVERY
6. DELIVERY NOTIFICATION
7. EXTRA CHARGES NOT ALLOWED
8. INDEMNIFICATION
9. LIMITATION OF LIABILITY
10. LIQUIDATED DAMAGES
11. PRODUCT ASSEMBLY
12. PRIME CONTRACTOR RESPONSIBILITIES
13. RENEWAL OF CONTRACT
14. REPRESENTATIONS
15. RISK OF LOSS
16. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER
17. SUBCONTRACTS

18. TERMINATION AND SUSPENSION

19. WARRANTIES

20. WORK SITE DAMAGE

SPECIAL TERMS AND CONDITIONS

1. **ADVERTISING.** The Contractor shall give no indication of the sale to Virginia International Terminals, LLC (VIT) in product literature or advertising without the advance written approval of Virginia International Terminals, LLC.
2. **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 the contract for five (5) years after final payment, or until VIT completes its audit, whichever is sooner. VIT, its authorized agents and auditors shall have full access to, and the right to examine, any of said materials during said period.
3. **CANCELLATION OF CONTRACT.** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
4. **CONTRACT QUANTITIES.** The quantities specified in the Invitation for Bids are estimates only unless otherwise clearly noted, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be required, since such volume will depend upon requirements that may develop during the contract period. Quantities shown shall not be construed to represent any amount which VIT shall be obligated to purchase under the contract, or relieve the contractor of his obligation to fill all orders placed by VIT, except as clearly noted.
5. **DELIVERY.** It shall be the responsibility of the Contractor, not Virginia International Terminals, LLC, to make all arrangements for delivery, receiving, unloading, storing and security of materials during the term of this Contract.
6. **DELIVERY NOTIFICATION.** The Contractor shall notify Matthew Plante, Virginia International Terminals, LLC's General Manager, Maintenance, at least forty-eight (48) hours prior to delivery of any items so that personnel may be available to verify items received. The telephone number is (757) 686-6151. VIT will cooperate with the Contractor in scheduling any deliveries and shall not interfere with, delay or hinder the Contractor's deliveries pursuant to the Contract.
7. **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 H (Changes to the Contract) of the General Terms and Conditions.

8. **INDEMNIFICATION.** The Contractor agrees to indemnify, defend and hold harmless VIT, 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 VIT.
9. **LIMITATION OF LIABILITY.** Except for those claims of third parties for bodily injury and property damage for which the Contractor is obligated under the Agreement to indemnify VIT, the Contractor shall not be liable for any consequential, indirect, special, incidental or punitive damages (including, without limitation, loss of use, lost profits, interest, work stoppage, and lost goodwill) arising out of, relating to, or resulting from the equipment, goods or services furnished pursuant to this Contract, or the Contractor's performance of, or failure to perform the Contract, whether such is based on contract, warranty, tort (including negligence and strict liability) or otherwise.
10. **LIQUIDATED DAMAGES.** Delivery of the items that are subject of the contract in fully operational condition warranting final acceptance is required not later than the agreed upon delivery date or dates. It is understood and agreed by the Contractor that time is of the essence. In the event the items are not delivered and placed in a condition warranting final acceptance by the dates specified, there will be deducted not as a penalty but as liquidated damages for delay, the sum of U.S. \$500 (five hundred dollars) per day per item for each and every calendar day beyond the dates specified not to exceed 10% of the Contract price; except that if the delivery is delayed by any act, negligence or default on the part of Virginia International Terminals, LLC, public enemy, war, embargo, fire or explosion not caused by the negligence or intentional act of the Contractor or its supplier(s), or by riot or sabotage, or by a cause or causes entirely beyond the control or fault of the Contractor or its supplier(s), an extension of time equal to the amount of time such delay shall be granted. Upon receipt of a written request and justification for an extension from the Contractor for any other cause, VIT may extend the time for performance of the Contract or delivery of goods herein specified, at VIT's sole discretion, for good cause shown. VIT's entitlement to liquidated damages for delay under this clause shall not prejudice or impair any claim of Virginia International Terminals, LLC against the Contractor or any surety thereof for damages arising from Contractor's defaults other than a delay default. In case of failure to deliver goods or services in accordance with the Contract terms and conditions, Virginia International Terminals, LLC, after the expiration of thirty (30) calendar days are due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. The liquidated damages set forth above shall be in lieu of, and to the extension of, any and all other damages for the Contractor's delay in performance.
11. **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.

12. **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, 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 and of persons employed by it as it is for the acts and omissions of its own employees.
13. **RENEWAL OF CONTRACT.** VIT in its sole discretion reserves the right to renew this contract(s) annually for an aggregate of five years. Said renewal(s) shall be based upon negotiations; if any prior to each renewal period.
14. **REPRESENTATIONS.** The Offeror hereby represents and warrants that (1) as of the date hereof 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.
15. **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.
16. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER.** Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror 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 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Title 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating

compliance.

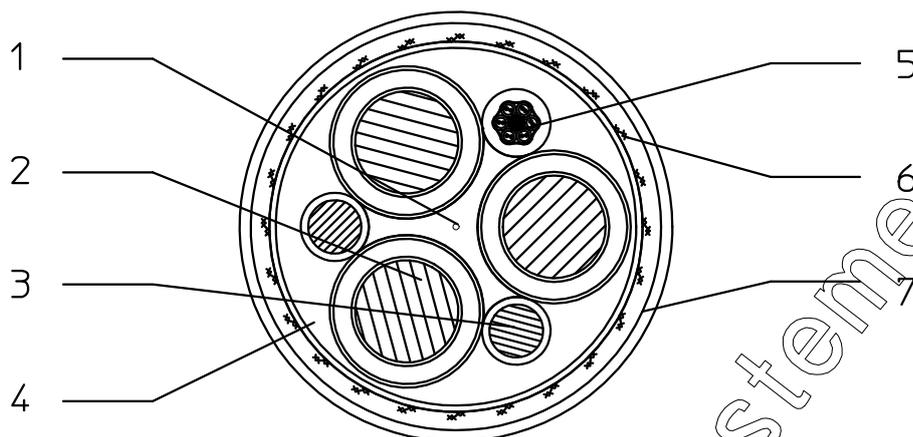
17. **SUBCONTRACTS.** No portion of the work shall be subcontracted, assigned, or delegated without the prior written consent of Virginia International Terminals, LLC. In the event that the Contractor desires to subcontract, assign, or delegate some part of the work specified herein, the Contractor shall 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.

18. **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.

19. **WARRANTIES.** The items, and all materials, equipment, and components related thereto shall be fully guaranteed and warranted by the Contractor against defects in design, manufacture, material and workmanship for a period of one (1) year following the installation by VIT of the power cable on the rail mounted gantry crane. The Contractor shall at all times hold harmless and indemnify VIT from and against all claims, expenses, costs and losses (including reasonable attorneys' fees) suffered or incurred VIT which may arise out of or in connection with any such defect of design, manufacture, workmanship or materials, the failure to meet in any and all respects the requirements of this Contract, or the remedying thereof by the Contractor. The guaranty period shall be extended by a period of time equal to the period of time during which any part of the items furnished are out of operation during the guaranty period and shall recommence entirely in respect of any items which are required to be replaced during the guaranty period, but in no event exceeding 18 months following the date of final acceptance. Contractor hereby agrees to furnish without cost, all labor, materials and transportation necessary for replacement of all materials that are found to be defective during the warranty period. Warrant repairs shall be completed within the shortest practicable time, time being of the essence, after oral notification of a warranty claim. Contractor hereby disclaims, and VIT hereby waives, the warranties of merchantability and fitness for purpose.

20. **WORK SITE DAMAGES.** Any damage to existing utilities, equipment or finished surfaces resulting from the Contractor's performance of the Contract shall be repaired to its prior condition at the Contractor's expense.

EXHIBIT D

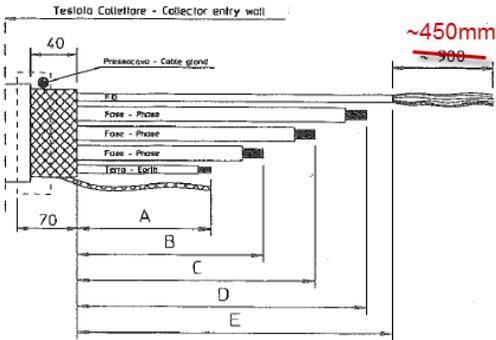


- 1) semiconductive elastomer cradle separator
- 2) 3 power cores 50mm²
 - tinned copper conductor extra finely stranded
 - extruded semiconductive EPR-screen
 - EPR-insulation
 - extruded semiconductive NBR-screen
- 3) 2 earth conductor 25/2mm²
 - tinned copper conductor extra finely stranded
 - extruded semiconductive NBR-screen
- 4) EPR/CR - inner sheath
- 5) 1 fiber optic bundle
 - 6 multi fiber loose buffer with 2 fibers E9/125µm
 - rubber covering
- 6) reinforcement
 - polyester yarn braid
- 7) CR - Sandwich outer sheath

cable diameter: 47,6mm (+/- 1,5mm)
 cable weight: approx. 3730 kg/km

				Maßstab	Zeichn.Nr.: 4981-E
				5DK4 191	(20025132)
			Datum	PROTOLON(SMK)-LWL (N)TSKCGEWOEU	
			Name	3x50+2x25/2+1x(12E9LWL)	
			gesp.:	RED 6/10 KV	
			gesp.v.:		
01	Erstausgabe	25.07.2014	Seif	PRYSMIAN	Blatt
Zust.	Mitteilung	Datum	Name		
Änderungen vorbehalten				R&D CE	

Collector end of Cable - outer wrap on shipping spool



TB-181

Collettore Collector Max. tension	A	B	C	D	Passo anelli Ring pitch	E #	UNIT
3 kV / 3.6 kV	150	285	420	555	135	800+ #1000	
8 kV / 7.2 kV	150	285	420	555	135	800+ #1000	
10 kV / 12 kV	190	360	530	690	170	900+ #1000	450
15 kV / 17.5 kV	240	340	555	780	225	1000+ #1000	
20 kV / 24 kV	290	565	830	1105	275	1400+ #1000	

- * - 1000 mm lunghezza di sicurezza in piu' avvolta all' interno del frutto collettore
- 1000 mm extrasafety length coiled inside the collector ring assembly

sing. (see drawing above)

Pit Side Termination – First Wrap on Spool

