



Virginia International Terminals, LLC Is Requesting Proposals

To Provide

CISCO EQUIPMENT AND SUPPORT SERVICES

Proposals are due by 2:30 PM, EDT, November 30, 2016

**REQUEST FOR PROPOSALS
(RFP)**

Issue Date:..... November 6, 2016

RFP#:2017-07-VIT

Title:.....Cisco Equipment and Services

Issuing Agency: Virginia International Terminals
600 World Trade Center
Norfolk, Virginia 23510

Pre-Proposal Conference:November 18, 2016 @ 10:00 a.m., EST
(Refer III to Section for details)

Electronic Versions of Proposals Will Be Received Until .. 2:30 PM, EDT on November 30, 2016

All Inquiries for Information Should Be Directed To:.....Shelley M. Ricks
E-Mail Address: proposals@portofvirginia.com



TRANSMITTAL PAGE

Virginia International Terminals, LLC (VIT) is seeking proposals for Cisco Equipment and Support Services. The awarded vendor must be an authorized Cisco partner at the time of submitting their proposal. The term of the contract shall be for one year from the date of award, with the option to renew for up to four (4) additional one (1) year periods at the option of Virginia International Terminals, LLC and in accordance with the terms noted in the Contract. Electronic proposals will be received until 2:30 p.m., local prevailing time, November 30, 2016. Proposals and all other correspondence, including questions, shall be sent electronically to proposals@portofvirginia.com to the attention of Shelley M. Ricks, Procurement Analyst. All email communications shall contain "RFP 2017-07-VIT" in the subject line followed by the Respondent's name. Late proposals will not be considered. Questions may only be submitted electronically no later than 2:00 p.m., local prevailing time, November 23, 2016.

A pre-proposal conference will be held at 10:00 a.m. EST on November 18, 2016, at the executive offices of Virginia International Terminals, LLC located at 600 World Trade Center, Norfolk, Virginia 23510. Late arrivals will be denied entrance into the pre-proposal conference. Offerors must RSVP to proposals@portofvirginia.com no later than 2:00 p.m. EST, November 15, 2016, to secure their attendance at this conference.

A copy of the complete Request for Proposals may be obtained from the following website <http://www.portofvirginia.com/about/policies/procurement/>.

In compliance with this Request for Proposals, and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

_____	Date: _____
_____	By: _____
_____	(Signature)
	Print Name: _____
FIN # / FEN #: _____	Title: _____
Telephone Number: _____	Email: _____

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I. PURPOSE:

The Virginia Port Authority (“VPA”) will expand its capability at Virginia International Gateway (“VIG”) and Norfolk International Terminals (“NIT”) over the next five years, and as part of those projects, will invest in networking and security technology that will be used to operate the terminals. The IT investment will be varied across multiple platforms, but a core requirement at both NIT and VIG will be the connectivity component: both wired and wireless, between systems and the machines that move containers. This RFP addresses The Port’s requirement for Cisco equipment and its need to engage with an authorized Cisco partner capable of providing the logistics necessary to provide that equipment in an effective manner.

Virginia International Terminals, LLC’s parent company, Virginia Port Authority is soliciting for the same services identified in this RFP. It is identified as RFP #2017-23, and can be found at <http://www.eva.virginia.gov>.

A. Background

About Virginia Port Authority

The Virginia Port Authority (VPA) was established in 1952 as a political subdivision of the Commonwealth of Virginia, for the purpose of performing any act or function which may be useful in developing, improving, or increasing the commerce of the ports of the Commonwealth. The Authority owns and is responsible for the operations and security of six marine terminals: Norfolk International Terminals, Portsmouth Marine Terminal, Newport News Marine Terminal, Virginia International Gateway, Port of Richmond, and an inland intermodal facility, the Virginia Inland Port.

The Authority is managed by a 13 member Board of Commissioners, the State Treasurer, the Chief Executive Officer of the Virginia Economic Development Partnership, and 11 citizens appointed by the Governor.

Virginia International Terminals, LLC (VIT) began to operate the facilities controlled by the Authority in 1982. VIT operates the state-controlled ports through a Service Agreement with the Authority. Effective In August of 2013, VIT was converted from a non-profit, non-stock corporation to a single member limited liability company with VPA as the sole member Company.

The Port of Virginia focuses on what matters most to their customers, their people, and the region. They have a goal every day of delivering superior service, safe transport, and continuous improvement. For this Request for Proposal (RFP), we will use the term “VPA” and “Authority” interchangeably.

B. Definitions

- I. “Contractor” refers to the Respondent under this RFP with which VIT negotiates a Contract.

2. “Respondent” refers to any individual, corporation, partnership or agency, which responds, in writing, to this RFP.
3. “Virginia Port Authority” or “VPA” is a political subdivision of the Commonwealth of Virginia.
4. “Virginia International Terminals, LLC” or “VIT” is the operating company of the Virginia Port Authority’s marine terminals.
5. The “Contract” is the resulting Contract entered into between VIT and the successful Respondent.

II. STATEMENT OF NEEDS:

The Successful Offeror(s) must be an authorized Cisco partner at the time of submitting their proposal and shall provide the following minimum requirements:

1. Discount Cisco equipment at minimum (demonstrated) 55% discount or higher
2. Ability to ship consignment equipment overseas and to track status of equipment to customer’s satisfaction
3. Automated tracking reports to customer or ability for customer to have the ability to go online and get the tracking information
4. Demonstrated examples showing responsibility for all RMAs and credits
5. Ability to store, pre-configure, and install Cisco equipment
6. Provide on-demand order statements and status
7. Local presence for meetings and strategy session
8. Manage on-going maintenance with co-terminating contracts
9. Educate VIT management on current Cisco product strategy – including direct contact with Cisco Product Management
10. Assist VIT in building in-house expertise via an open relationship aimed at transferring necessary technical know-how to improve VIT self-sufficiency
11. CCIE on staff that can assist in design work and potentially post-sales implementation and support

III. PRE-PROPOSAL CONFERENCE:

A pre-proposal conference will be held at 10:00 a.m. EST on November 18, 2016, at the executive offices Virginia International Terminals, LLC located at 600 World Trade Center, Norfolk, Virginia 23510. Late arrivals will be denied entrance into the pre-proposal conference. Offerors must RSVP to proposals@portofvirginia.com no later than 2:00 p.m. EST, November 15, 2016, to secure their attendance at this conference.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation and will be posted at <http://www.portofvirginia.com/about/policies/procurement/>.

IV. OFFERORS QUALIFICATIONS:

In order to be responsive to this solicitation, the Offeror must demonstrate to VIT's Evaluation Committee that it is fully qualified to provide the services required. The following are the minimum qualifications:

- Provide evidence that a minimum of 55% discount can be provided
- Provide proof of Cisco-level partnership
- Show tracking database or tool for shipping of consignment equipment overseas
- Provide at least three tracking report examples

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. General Proposal Requirements:

RFP Response:

In order to be considered for selection, Respondents must submit a complete response to this RFP. All distribution of documents, questions and answers will be posted at <http://www.portofvirginia.com/about/policies/procurement> . RFP responses must be received by 2:30 PM EDT, November 30, 2016. Responses shall be sent to:

- proposals@portofvirginia.com

VIT's mail exchange server has a limit of 50 MB for incoming proposals. Respondents need to be aware that their internet service provider (ISP) may have a maximum server limits less than 50 MB, which could hinder proposals from being delivered to VIT. If the Respondent's email message is too large it is permissible to send more than one email so long as each email is clearly identified i.e., (RFP 2017-07-VIT 1 of 2). VIT will not be responsible for proposals not received due to these limitations and no special consideration shall be given to such proposals. Any Respondent requesting confirmation of receipt of its proposal shall send the proposal via email return receipt requested. VIT will not return calls or email messages simply to confirm receipt of a Respondent's proposal.

If a Respondent's proposal is not received via email due to some fault of VIT, then the Respondent will be required to provide evidence that the proposal was sent electronically prior to the closing day and time. Last minute submissions that go undelivered will be at the risk of the Respondent.

The Respondent shall make no other distribution of the proposal.

- I. Transmittal Page shall be signed by an authorized representative of the Respondent. All information requested shall be submitted. Failure to submit all information requested may result

- in VIT requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected by VIT. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities and approach to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Proposals shall be single spaces, use a font size not less than 12 point, and be limited to a total of twenty-five (25) pages. The Transmittal page, Table of Contents, Attachment A, Attachment B or Attachment C do not count towards the twenty-five (25) page limit.
 3. Only electronic versions of proposals will be received until 2:30 p.m., local prevailing time November 30, 2016, at proposals@portofvirginia.com to the attention of Shelley M. Ricks, Procurement Analyst. All email communications shall contain "RFP 2017-07-VIT" in the subject line followed by the Respondent's name. Late proposals will not be considered. The deadline to submit questions to proposals@portofvirginia.com is 2:00 p.m. November 23, 2016.
 4. Proposals should be organized in the order in which the requirements are presented within the RFP.
 5. Ownership of all data, materials and documentation originated and prepared for VIT pursuant to this RFP shall belong exclusively to the VIT.
 6. Oral Presentation and Demonstration: Respondents who submit a proposal in response to this RFP and are selected as a finalist may be required to give an oral presentation of their proposal. This provides an opportunity for the Respondent to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. VIT will schedule the time and location of these presentations. Oral presentations and demonstrations are an option of VIT and may or may not be conducted.

B. Specific Proposal Requirements:

Respondents are required to submit the following items as a complete proposal:

1. Return the Transmittal Page signed and filled out and all addenda acknowledgments, if any, signed (electronic signature) and filled out as required.
2. All information requested in Attachment A must be submitted. A searchable database of certified SWaM businesses is available at www.sbsd.virginia.gov.
3. Return Attachment B detailing exceptions, if any, to the terms and conditions defined in Section VII. General Terms and Conditions and/or Section VIII. Special Terms and Conditions.
4. Return Attachment C Proof of Authority to Transact Business in Virginia issued by the State Corporation Commission.
5. Provide name(s) of the person(s), title(s), email address(es), telephone and fax number(s) of the individual(s) responding to this request.

VI. EVALUATION AND AWARD CRITERIA:

A. Evaluation Criteria:

Proposals shall be evaluated by VIT using the following criteria:

Criteria	Weighting
Respondent's experience in providing the logistics and administration in support of ordering and tracking Cisco equipment.	35%
Respondent's ability to provide technical pre-sales design and post sales support.	35%
Respondent's discount in excess of 55%	30%

B. Award of Contract:

VIT shall engage in individual discussions and interviews with two or more Respondents deemed fully qualified, responsible and suitable on the basis of initial responses, and with professional competence to provide the required services. Repetitive informal interviews are permitted. Respondents shall be encouraged to elaborate on their approach, qualifications, past performance, and staff expertise pertinent to the proposed contract as well as alternative concepts and possibly illustrations from previous projects. At the conclusion of any applicable informal interviews, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, VIT shall rank, in the order of preference, the Respondents whose overall proposals are deemed most meritorious. Negotiations shall then be conducted with the Respondent ranked first. If a contract is deemed satisfactory and advantageous to VIT and can be negotiated at a fair and reasonable fee, the award shall be made to that Respondent. If negotiations are not successful, the negotiations shall be formally terminated and the project offered to the next firm for negotiation and possible award of the Contract. Should VIT determine in writing and in its sole discretion that only one Respondent is fully qualified, or that one Respondent is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Respondent. VIT may cancel or modify this Request for Proposal 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 meritorious.

VII. GENERAL TERMS AND CONDITIONS:

1. ANTITRUST
2. APPLICABLE LAWS AND COURTS
3. ASSIGNMENT OF CONTRACT
4. AUDIT
5. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH
6. PRICE CURRENCY
7. CHANGES TO THE CONTRACT
8. COMPLIANCE WITH ALL LAWS AND REGULATIONS
9. DEBARMENT STATUS
10. DEFAULT
11. DRUG FREE WORKPLACE POLICY STATEMENT
12. ETHICS IN CONTRACTING
13. IMMIGRATION REFORM AND CONTROL ACT OF 1986
14. INDEMNIFICATION
15. INSURANCE
16. NO ORAL MODIFICATION TO THE CONTRACT
17. NON-DISCRIMINATION OF CONTRACTORS
18. OPERATING AUTHORITY AND CREDENTIALS
19. PAYMENT TERMS
20. PROCUREMENT AND SUPPLUS PROPERTY MANUAL
21. STRICT LOYALTY
22. TITLE TO INFORMATION

GENERAL TERMS AND CONDITIONS

1. **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.
2. **APPLICABLE LAWS AND COURTS.** This 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 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.
3. **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.
4. **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. The VIT, its authorized agents and auditors shall have full access to, and the right to examine, any of said materials during said period.
5. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH.** A contractor organized as a stock or non-stock 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. VIT may void any contract with a business entity if the business entity fails to remain in compliance with the provision of this section.
6. **PRICE CURRENCY.** Unless stated otherwise in the Contract, prices shall be in US dollars.
7. **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 the 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 the VIT within thirty (30) days from the date of receipt of the written order from the VIT
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 CIO 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 CIO. 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.

8. **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.
9. **DEBARMENT STATUS.** The Contractor hereby certifies that they are not currently debarred from entering into 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.

10. **DEFAULT.** In case of failure to deliver goods or services in accordance with the Contract terms and conditions, VIT, after written notice and the expiration of a thirty (30) day cure period, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs but such costs shall not be more than ten percent (10%) of the project costs under this Contract. This remedy shall be in addition to any other remedies which VIT may have, but in no event shall Contractor be liable under any theory of tort, contract, strict liability or other legal or equitable theory for lost profits, exemplary, punitive, special, incidental, indirect or consequential damages.
11. **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.

12. **ETHICS IN CONTRACTING.** The Contractor hereby certifies that this Contract was entered into without collusion or fraud and that the Contractor was not offered or received any kickbacks or inducements from any person or entity and it has 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.
13. **IMMIGRATION REFORM AND CONTROL ACT OF 1986.** The Contractor certifies that it does 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.
14. **INDEMNIFICATION.** The Contractor agrees to indemnify, defend and hold harmless VIT, and its officers, members, directors, agents, and employees from any claims, losses, costs (including attorney's fees), damages, and actions on account of any actual or accused bodily injury (including sickness and death), damage to property or intellectual property infringement (including copyright, trademark or patent infringement or trade secret misappropriation) whether at law or in equity, arising from or caused by the VIT or Contractor's use of any materials, goods, equipment, or services of any kind or nature furnished by the Contractor or otherwise within the Scope of Work of this Contract, except to the extent that such liability is caused by or is attributable to the sole negligence of VIT.
15. **INSURANCE.** By entering into a Contract, the Contractor warrants that it and its subcontractors have the following minimum insurance coverage and 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 – Virginia statutory workers' compensation requirements and benefits, and an endorsement concerning federal Longshore and Harbor Workers' Compensation Act coverage, if applicable.
2. Employers Liability with liability limits not less than One Million Dollars (\$1,000,000), per occurrence, if applicable.
3. Commercial General Liability with liability limits not less than Five Million Dollars (\$5,000,000), per occurrence, combined single limit covering bodily injury, death and property damage. The liability limit may be met with a combination of primary coverage in the amount of One Million Dollars (\$1,000,000) and an Umbrella Liability coverage with limits not less than Four Million (\$4,000,000) above the primary coverage.
4. Automobile Liability – on an "any auto" basis with liability limits not less than Five Million Dollars (\$5,000,000), per occurrence and combined single limit. The liability limit may be met with a combination of primary coverage and a \$ Four Million (\$4,000,000) Umbrella Liability policy above the primary coverage.
5. Network Security (Cyber) and Privacy Liability Insurance with liability limits not less than Five Million Dollars (\$5,000,000) per occurrence. The liability limit may be met with a combination of primary coverage of \$1,000,000 and an Excess or Umbrella Liability Policy over the primary layer.
6. Installation Floater Liability policy with liability limits not less than One Million Dollars (\$1,000,000), per occurrence.

Commercial General Liability and Auto Liability shall name as additional named insureds Virginia Port Authority, Virginia International Terminals, LLC and the Commonwealth of Virginia, 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 VPA and VIT. All of Contractor's subcontractors, if any, must procure and maintain the same insurance coverage and limits as required of the Contractor.

16. 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.

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

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

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, 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; (b) the Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and (c) 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.

The Contractor will include these non-discrimination provisions in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor..

18. **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.
19. **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.
20. **PROCUREMENT AND SURPLUS PROPERTY MANUAL.** This Contract is subject to the provisions of the 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 obtained from VIT at proposals@portofvirginia.com.
21. **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
22. **TITLE TO INFORMATION.** All data generated under this Contract, of whatever type, relating to the work performed under this Contract, shall be the exclusive property of VIT.

VIII. SPECIAL TERMS AND CONDITIONS:

1. CANCELLATION OF CONTRACT
2. CONFIDENTIALITY
3. DEFINITION – SOFTWARE
4. LATEST SOFTWARE VERSION
5. OWNERSHIP OF INTELLECTUAL PROPERTY
6. PRODUCT SUBSTITUTION
7. OPERATING AUTHORITY AND CREDENTIALS
8. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE.
9. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER
10. THIRD PARTY ACQUISITION OF SOFTWARE
11. TITLE TO SOFTWARE
12. WARRANTY AGAINST SHUTDOWN DEVICES

SPECIAL TERMS AND CONDITIONS

1. **CANCELLATION OF CONTRACT.** VIT reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. In the even 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 prior upon 30 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.
2. **CONFIDENTIALITY.** The contractor assures that information and data obtained as to personal facts, circumstances and VIT's clients and customers will be collected and held confidential, and will not be divulged without the individual's and VIT's written consent. Contractors and their employees working on this project will be required to sign a Confidentiality statement.
3. **DEFINTION - SOFTWARE.** As used herein, the terms software, product, or software products shall include all related materials and documentation whether in machine readable or printed form.
4. **LATEST SOFTWARE VERSION.** Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.
5. **OWNERSHIP OF INTELLECTUAL PROPERTY.** Except for Contractor's pre-existing intellectual property, in which title remains solely with the Contractor, including, but not limited to, software and other proprietary materials owned by Contractor which may be deployed and implemented by Contractor under this Contract, all other copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of VIT. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to VIT to evidence VIT's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.
6. **PRODUCT SUBSTITUTION.** During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that product and/or software identified in the solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee.
7. **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 accordance with the *Code of Virginia*.
8. **SMALL BUSINESS 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. This shall include SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. If small business subcontractors are used, the prime contractor agrees to report use of small business subcontractors by

providing the purchasing office at a minimum the following information: name of small business, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

9. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER.** Pursuant to Code of Virginia, §2.2-431.2 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.
10. **THIRD PARTY ACQUISITION OF SOFTWARE.** The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for VIT's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.
11. **TITLE TO SOFTWARE.** By submitting a bid or proposal, the bidder or offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.
12. **WARRANTY AGAINST SHUTDOWN DEVICES.** The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

IX. ATTACHMENTS

Attachment A
Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: SBSB-certified women- and minority-owned businesses shall also be considered small businesses when they have received SBSB small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (SBSB) to participate in the SWAM program. Certification applications are available through SBSB online at sbsd.virginia.gov.

Bidder/Respondent Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the Department of Small Business and Supplier Diversity (SBSB) as a small business, complete only Section A of this form. This shall include SBSB-certified women-owned and minority-owned businesses when they have received SBSB small business certification.
- B. If you are not certified by SBSB as a small business and plan to subcontract part of this contract with a SBSB-certified business, complete only Section B of this form.
- C. If you are not certified by SBSB as a small business and cannot identify any subcontracting opportunities to subcontract part of this contract with a SBSB-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 (SBSB), are you certified as a (**check only one below**):

- _____ Small Business
- _____ Small and Women-owned Business
- _____ Small and Minority-owned Business

Certification number: _____ Certification date: _____

Section B

Populate the table below to show your firm's plans for utilization of SBSB-certified small businesses in the performance of this contract. This shall include SBSB-certified women-owned and minority-owned businesses that meet the small business definition and have received the SBSB small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of SBSB-Certified Small Businesses for this Procurement

Small Business Name & Address SBSB Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Contract Involvement	Planned Annual Contract Dollar Expenditure Amount
Totals \$					

Section C

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

C. Good Faith Effort Indicators by the Bidder/Respondent

1. Identify areas of work your business has subcontracted to SBSD-certified small 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 small 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 small business outreach meetings, conferences, or workshops conducted by your firm to locate SBSD-certified small businesses—including the dates, participation numbers, and results.
4. Provide documented correspondence (i.e., certified mail, email, receipt of fax transmissions, etc.) to small 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 small 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 small 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 small businesses (e.g., telephone call logs, emails, certified letters, etc.). Be sure to list the small business name and dates of contact.

Attachment B

EXCEPTION PAGE

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

Award information will be posted on <http://www.portofvirginia.com/about/policies/procurement/>

Attachment C
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 Respondent/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 Respondent/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 Respondent/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. _____ Respondent/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. _____ Respondent/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. _____ Respondent/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 Respondent/Bidder is not required to be authorized to transact business in Virginia.

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

Legal Name of Respondent/Bidder

Date

Authorized Signature

Print or Type Name and Title

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION