



**HRCP II, L.L.C.**

Invitation for Bids

**IFB #2019-01-HRCP II**

**Kubota RTV-X900G-H**



| <b>GENERAL INFORMATION</b>   |  |
|--|--|
| <b>INVITATION FOR BIDS TITLE</b>                                     | Kubota RTV-X900G-H   |
| <b>INVITATION FOR BIDS (IFB) NO:</b>                                 | 2019-01-HRCP II  |
| <b>ISSUE DATE:</b>   | October 7, 2018  |
| <b>GENERAL DESCRIPTION:</b>  | Kubota RTV-X900 WL-H with new one piece cab kit, heat, wipers and lined, hydraulic dump bed for use by Hampton Roads Chassis Pool II (HRCP II) at Pinners Point Container Yard (PPCY), 103 Tunnel Facility Rd, Portsmouth, VA 23707.   |
| <b>DIRECT INQUIRIES FOR INFORMATION TO:</b>                          | Susan Bradley, CPSM at <a href="mailto:proposals@vit.org">proposals@vit.org</a><br><br>Deadline for questions: October 11, 2018 @ 2:00 p.m. to <a href="mailto:proposals@vit.org">proposals@vit.org</a>  |
| <b>BIDS DUE DATE:</b>  | October 19, 2018 @ 2:00 p.m. to <a href="mailto:proposals@vit.org">proposals@vit.org</a>   |
| <b>EXPECTED DELIVERY:</b>  | Approximately 120 days   |
| <b>ITEMS TO BE RETURNED (as your response to this solicitation):</b> | THIS IFB CONSISTS OF THE COVER PAGES, and<br>EXHIBIT A – GENERAL TERMS AND CONDITIONS<br>EXHIBIT B – SPECIAL TERMS AND CONDITIONS<br>EXHIBIT C – SPECIFICATION<br>EXHIBIT D – PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA<br>EXHIBIT E – EXCEPTION PAGE<br>EXHIBIT F – PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION<br>EXHIBIT G – W-9 FORM<br>EXHIBIT H – SMALL BUSINESS SUBCONTRACTING & EVIDENCE OF COMPLIANCE<br>EXHIBIT I – SWaM SUBCONTRACTOR'S PAYMENT FORM<br>EXHIBIT J – HAZARDOUS SUBSTANCE SELF DISCLOSURE |
| <b>Name and Address of Bidder</b>                                    | By   |
|  | <p>_____<br/>Signature</p> <p>_____<br/>Title <span style="float: right;">Date</span></p> <p>_____<br/>Telephone Number</p> <p>_____<br/>Email</p>   |

**HRCF II, LLC**  
**Invitation For Bid #2019-01-HRCF II**  
**Sections I through VI**

- I. Purpose of the IFB      The purpose of this Invitation for Bid (IFB) is to solicit competitive sealed bids for the purchase of six (6) Kubota rough terrain vehicles (RTV).
- II. Statement of Needs      The Port of Virginia has experienced significant growth for almost two decades and is now the third largest general cargo port on the East Coast of the United States. In order to accommodate the anticipated continued growth in its business, HRCF II is looking to acquire six (6) new Kubota RTVs.
- III. Bid Preparation and Submission Requirements      In order to be considered for selection, bidders must submit a complete response to this IFB. A complete response includes a return of the signed IFB cover pages attached to the Bidder's bid as well as any Addenda that may be issued. The "Bid form" must be complete and all applicable Exhibits. In order to be considered for selection, Bidders must submit a complete response to this IFB. All distribution of documents, questions and answers will be posted to <http://www.portofvirginia.com/about/policies/procurement/>. **IFB responses must be received by 2:00 PM EDT, October 19, 2018.** Responses shall be emailed to **proposals@vit.org**. Bids shall be signed by an authorized representative of the Bidder. Failure to submit all information requested may result in: (1) HRCF II requiring prompt submission of missing information or (2) the HRCF II rejecting the bid as being non-responsive. The Hampton Roads Chassis Pool II will not be responsible for delays in the delivery of responses. HRCF II'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 responses from being delivered to HRCF II. HRCF II 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 Bidder to ensure that its response reaches **proposals@vit.org** by the designated date and hour.
- IV. Ownership of Data Submitted Pursuant to the IFB      Ownership of all data, materials and documentation prepared for HRCF II pursuant to the IFB shall belong exclusively to the HRCF II. However, proprietary information or trade secrets submitted by a Bidder shall not be subject to public disclosure. The Bidder must, with specificity, identify those portions of its bid, which are proprietary. Bidders may not designate all of a bid "proprietary" and any attempt to do so may result in rejection of the bid.
- V. Award of the Contract      Selection shall be made of Bidder deemed to be fully qualified and best suited among those bids submitted. Negotiations shall be conducted with the Bidder selected if pricing exceeds amount budgeted. Price shall be considered, but need not be the sole determining factor. HRCF II, LLC (HRCF II) may cancel this Invitation For Bid or reject bids at any time prior to an award, and is not required to furnish a statement of the reason why a particular bid was not deemed to be the most advantageous. Should HRCF II determine in writing and at its sole discretion that only one Bidder is fully qualified, responsive and responsible or that one Bidder is clearly more highly

qualified, responsive and responsible than the others under consideration, a Contract may be awarded to that Bidder. The award document will be a Contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's bid. HRCF II reserves the right to make multiple awards as a result of this solicitation.

**BID FORM:**

| DESCRIPTION                              | QTY | TOTAL PRICE |
|--|-----|-------------|
| Kubota RTV-X900G-H General Purpose Model | 6   | \$          |

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

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

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: \_\_\_\_\_

This bid is subject to the provisions of the VIT & HRCF II Procurement and Surplus Property Guidelines 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 VIT & HRCF II Procurement and Surplus Property Guidelines, the General Terms and Conditions, and the Special Terms and Conditions that are attached.

I certify that the firm name given above is the true and complete name of the 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

## EXHIBIT A

### GENERAL TERMS AND CONDITIONS

- A. Advertising
- B. Anti-Discrimination
- C. Antitrust
- D. Applicable Laws and Courts
- E. Assignment and Subcontracting
- F. Audit
- G. Authorization to Conduct Business In The Commonwealth
- H. Availability of Funds
  - I. Bid Acceptance Period
  - J. Bid Price Currency
- K. Changes to the Contract
- L. Clarification of Terms
- M. Compliance With Environmental Laws
- N. Confidential Relationship
- O. Debarment Status
- P. Default
- Q. Drug Free Workplace Policy Statement
- R. Ethics in Contracting
- S. Force Majeure
- T. General Relationship
- U. Immigration Reform and Control Act of 1986
- V. Indemnification
- W. Mandatory Use of Form and Terms and Conditions of IFBs
- X. New Features
- Y. No Oral Modifications To The Contract
- Z. Operating Authority and Credentials
- AA. Payment Terms
- BB. Precedence of Terms
- CC. Prime Contractor Responsibilities
- DD. Procurement and Surplus Property Manual
- EE. Qualifications of Bidders
- FF. Representations
- GG. Strict Loyalty
- HH. Subcontracts
  - II. Superseding Effect
- JJ. Taxes
- KK. Termination and Suspension
- LL. Termination for Convenience

## GENERAL TERMS AND CONDITIONS

### **A. Advertising:**

The Contractor shall give no indication of the sale and/or the provision of services to the HRCPII in product literature or advertising without the advance written consent of the HRCPII.

### **B. Anti-Discrimination:**

By entering into a Contract, the Contractor certifies to the HRCPII, where applicable, that it will 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:

- I. 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 I. Above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

### **C. Antitrust:**

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the HRCPII 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 the HRCPII under said contract.

### **D. 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 this Contract shall be brought in The Circuit Court for the City of Norfolk, VA or in the United States District Court for the Eastern District of Virginia, Norfolk Division.

**E. 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 the HRCF II. The Contractor shall not assign any monies due or to become due to him, without the prior written consent of the HRCF II. No assignment shall relieve the Contractor from its obligations under the Contract.

**F. 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. The HRCF II, 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.

**G. 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 the HRCF II 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.

**H. Availability of Funds:**

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

**I. Bid Acceptance Period:**

Any bid resulting from this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) day period of time, the bid may be withdrawn at the written request of the Offeror. If the bid

is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

**J. Bid Price Currency:**

Unless stated otherwise in the solicitation, bidders shall state bid prices in U.S. Dollars.

**K. Changes to the Contract:**

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

- I. HRCF II 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 the HRCF II 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 HRCF II'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 the HRCF II with all vouchers and records of expenses incurred and savings realized. The HRCF II 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 HRCF II within thirty (30) days from the date of receipt of the written order from the HRCF II. 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 the HRCF II Purchasing and Surplus Property 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 the HRCF II 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,



the VPA's Sr. Director, Supply Management is the only individual authorized to make changes in or redirect the work required by the Contract. If VPA's approval is required under the terms of the Contract, it shall be construed to mean the approval of VPA's Sr. Director, Supply Management. 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.

**L. Clarification of Terms:**

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the VPA's Sr. Director, Supply Management. Any revisions to the solicitation will be made only by addendum issued by the Sr. Director, Supply Management.

**M. 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 HRCP II, 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 the Contract, 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, 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 Virginia Port Authority or Virginia International Terminals and/or the HRCP II. 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 Contract, 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 Contract.

(k) It is expressly understood by Contractor that HRCP II 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.

**N. Confidential Relationship:**

The Contractor shall keep in strictest confidence, and treat as proprietary information of both HRCP II 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 HRCP II, publish, communicate, divulge, or use (except in the performance of the Contract itself) any such information unless it is in the public domain.

**O. Debarment Status:**

By submitting their bids/proposals, Contractor(s) certify that they are not currently debarred from submitting bids or proposals on Contracts by any public entity within or without the United States, nor are they an agent of any person or entity that is so debarred.

**P. Default:**

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the HRCP II, 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 the HRCP II may have.

**Q. 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 the HRCP II in addition to any criminal penalties that may result from such conduct.

**R. Ethics in Contracting:**

By submitting their bids/proposals, Contractor(s) 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 Contractor, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any employee of HRCF II, any payment, loan, service, or any other thing of whatever nature, of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**S. Force Majeure**

Unexpected or uncontrollable events, including those caused by nature that can impact the contracts price, terms and conditions. These events are not due to contractor negligence and may excuse contractor performance during the events and under certain conditions caused by them. Acts of God or disruptive conditions for which a contractor or carrier will not be held responsible.

**T. General Relationship:**

In all matters relating to this Contract, the Contractor shall be acting as an independent contractor. Neither the Contractor nor its employees are employees of HRCF II 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 HRCF II, and the Contractor shall have no authority to represent itself as an agent, employee, or in any other capacity of HRCF II.

**U. Immigration Reform and Control Act of 1986:**

By submitting their bid/proposals, Contractor 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.

**V. Indemnification:**

The Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, the Virginia Port Authority, Virginia International Terminals, LLC, HRCF II and their directors, officers, members agents, and employees from all claims, damages, lawsuits, proceedings 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 Virginia Port Authority, Virginia International Terminals, LLC or HRCF II, LLC.

**W. Mandatory Use of Form and Terms and Conditions of IFBs:**

Failure to submit a bid on the official Virginia International Terminals form (Transmittal Page) provided for that purpose may be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the bid; however, the Virginia International Terminals reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a bid.

**X. New Features:**

In the event Contractor, prior to completion of the 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 HRCP II 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 alteration requested or ordered by HRCP II shall be determined in accordance with item L, Changes to the Contract.

**Y. No Oral Modifications 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.

**Z. 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.

**AA. Payment Terms:**

Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to HRCP II, Attention Accounts Payable, 1431 International Terminal Boulevard, Norfolk, VA 23505 all invoices shall show the HRCP II 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.

**BB. 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 Bid

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 the HRCF II 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 the HRCF II 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.

**CC. 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 HRCF II, 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.

**DD. Procurement and Surplus Property Guidelines:**

This solicitation is subject to the provisions of the Virginia International Terminals Procurement and HRCF II Surplus Property Guidelines and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual may be obtained by requesting via e-mail at [proposals@vit.org](mailto:proposals@vit.org) only.

**EE. Qualifications of Bidders:**

The HRCF II may make such reasonable investigations as it deems proper and necessary to determine the ability of the Bidder to perform the work or furnish the item(s) contemplated herein and the Bidder shall furnish to the HRCF II all such information and data for this purpose as may be requested. The HRCF II reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The HRCF II further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the HRCF II, in

its sole discretion, that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work or furnish the item(s) contemplated therein.

**FF. Representations:**

The Bidder hereby represents and warrants that (1) as of the date hereof, and on and as of the date of the provision of goods or services contemplated herein, the Bidder is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (2) the Bidder 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 Bidder hereby agrees to furnish to the HRCP II any and all certificates of governmental authorities and/or officers or directors of the Bidder that the HRCP II may reasonably require in order to confirm the due authorization and execution of the proposal and the Contract and the Bidder's right, title and authority to perform its obligations under the Contract.

**GG. 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.

**HH. Subcontracts:**

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

**II. Superseding Effect:**

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

**JJ. Taxes:**

Sales to the Commonwealth of Virginia, including the Hampton Roads Chassis Pool II, 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.

**KK. Termination and Suspension:**

The HRCF II 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 HRCF II 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 non-performance promptly after notice thereof from HRCF II 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 HRCF II shall be without prejudice to any claims for damages or other rights of the HRCF II against Contractor.

**LL. Termination for Convenience:**

HRCF II may cancel this Invitation for Bid at any time prior to an award, and is not required to furnish a statement of the reason why a particular bid was not deemed to be the most advantageous. HRCF II may terminate any Agreement(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). In the event of such termination, the Contractor(s) shall be compensated for services and work performed prior to termination.



## **EXHIBIT B**

### **SPECIAL TERMS AND CONDITIONS**

1. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION
2. CONTINUITY OF SERVICES
3. CONTRACTOR'S TITLE TO MATERIALS
4. DELIVERY
5. DELIVERY NOTIFICATION
6. EMERGENCY EVENT PRICING
7. EXTRA CHARGES NOT ALLOWED
8. FINAL INSPECTION
9. INSPECTION OF JOB SITE
10. INSTALLATION
11. INSURANCE
12. LABELING OF HAZARDOUS SUBSTANCES
13. LIMITATION OF LIABILITY
14. LIQUIDATED DAMAGES
15. MAINTENANCE MANUALS
16. MATERIAL SAFETY DATA SHEETS
17. NEGOTIATION WITH THE LOWEST BIDDER
18. NEW FEATURES
19. PERFORMANCE AND PAYMENT BONDS
20. PREVENTIVE MAINTENANCE
21. PRODUCT ASSEMBLY
22. PRODUCT AVAILABILITY/SUBSTITUTION
23. PRODUCT SUPPORT
24. QUANTITIES
25. RENEWAL OF CONTRACT
26. RISK OF LOSS
27. SECURITY LICENSE
28. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE
29. TESTING, INSPECTION AND FINAL ACCEPTANCE
30. TRAINING IN OPERATION AND MAINTENANCE OF EQUIPMENT
31. TRANSPORTATION AND PACKAGING
32. WARRANTY
33. WARRANTY (COMMERCIAL)
34. WORK ESTIMATES (TIME AND MATERIAL CONTRACTS)
35. WORK SITE DAMAGES

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

The contractor assures that information and data obtained as to personal facts and circumstances related to HRCF II 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 the individual's and HRCF II'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 HRCF II of any breach or suspected breach in the security of such information. Contractors shall allow HRCF II to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

**2. CONTINUITY OF SERVICES:**

- a. The Contractor recognizes that the services under this contract are vital to HRCF II and must be continued without interruption and that, upon contract expiration, a successor, either HRCF II or another contractor, may continue them. The Contractor agrees:
  - i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
  - ii. To make all VIT and HRCF II owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
  - iii. That the HRCF II Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

- 3. CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

4. **DELIVERY:** Delivery of goods or performance of services shall be within the number of calendar days stated below after receipt of order (ARO) by the bidder/offeror. HRCP II requires the (bidder/offeror) to deliver within a reasonable time after ARO. If the bidder/offeror does not insert a stated delivery time in the blank below, the (bidder/offeror) will be deemed to offer delivery in accordance with HRCP II's desired delivery time as stated below:

HRCP II's desired delivered time: 120 calendar days ARO

**BIDDER'S/OFFEROR'S STATED DELIVERY TIME: TBD CALENDAR DAYS ARO**

5. **DELIVERY NOTIFICATION:** HRCP II shall be notified 48 hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received. Notification shall be made to :

Name: Arthur Ellermann Telephone: 757-440-5195

Email: aellermann@hrp2.org

6. **EMERGENCY EVENT PRICING:**

- a. Subsection (b) below shall take effect if 1) the Commonwealth or the federal government declares a state of emergency affecting the area where the venue is located within 5 days of the event, or 2) if state or local government offices are closed on an emergency basis in the area in which the venue is located within 5 days of the event:
- b. If an event described in subsection (a) occurs, the Commonwealth may cancel any number of hotel reservations, conference reservations, and any amount of food and beverage services for the event or all reservations and all food and beverage services. In that event, the Commonwealth shall pay Contractor 25% of the contract price of those reservations and services as listed below;
  - i. 25% of the catering revenue based on the difference between the attendees anticipated and the number of attendees fully paid for
  - ii. 25% of the difference in revenues between the lodgers anticipated and the number of lodgers fully paid for
  - iii. 25% of the venue rental fees

c. These limits include any applicable taxes and service charges. No other cancellation policy or liability shall be effective if the Commonwealth exercises this option.

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 Paragraph J. (Changes to the Contract) of the General Terms and Conditions.
8. **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.
9. **INSPECTION OF JOB SITE**: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by HRCF II.
10. **INSTALLATION**: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
11. **INSURANCE**: By signing and submitting a proposal under this solicitation, the Contractor(s) certify that if awarded the Contract, it and its subcontractors will have the following minimum insurance coverages at the time the Contract is awarded. The Contractor further certifies that it will maintain the insurance policies during the entire term of the Contract and that all insurance purchased must be from insurance companies authorized to transact business and sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. All of the insurance policies required herein must have a waiver of subrogation endorsement, including workers' compensation. Further all required policies must be primary and noncontributory to any other insurance.

Insurance Coverage and Limits Required:

- a) **Worker's Compensation** insurance in compliance with Virginia statutory law with limits/benefits not less than One Million Dollars (\$1,000,000).
- b) **Employer's Liability** with liability limits not less than One Million Dollars (\$1,000,000) per occurrence limits.
- c) **Commercial General Liability** including coverage for contractual liability and must have liability limits not less than One Million Dollars (\$1,000,000) per occurrence and general aggregate in the amount of Two Million Dollars (\$2,000,000), covering bodily injury, death and property damage including product/product completed operations.
- d) **Commercial Automobile Liability** insurance on an "any auto" basis and with liability limits not less than One Million Dollars (\$1,000,000) per occurrence and combined single limit.
- e) **Inland Marine Insurance** for the full replacement value of each Kubota during the overland transport of the Kubotas from place of manufacture to place of final delivery.

All required insurance policies must add as additional insureds: Virginia Port Authority, Virginia International Terminals, LLC and HRCF II. None of the above insurance coverages shall be subject to

cancellation or reduction without thirty (30) advance written notice to HRCF II. All such insurance coverage shall contain waiver of subrogation endorsement in favor of HRCF II. Upon the request of HRCF II, Contractor must furnish a current Certificate(s) of Insurance to HRCF II evidencing that the Contractor and, its subcontractors, have procured and maintain all of the required insurance coverages.

- 12. LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are “Hazardous Substances” as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or “Pesticides” as defined in § 136 of Title 7 of the United States Code, then the bidder/offeror, by submitting his bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the bidder/offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
- 13. LIMITATION OF LIABILITY:** To the extent permitted by law, neither party will be liable to the other 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. 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.
- 14. LIQUIDATED DAMAGES:**
- A. **LIQUIDATED DAMAGES, GOODS AND NONPROFESSIONAL SERVICES.** It is understood and agreed by Contractor that *time is of the essence* in the delivery of supplies, services, materials, or equipment of the character and quality specified in the bid/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 \$ N/A per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence, or default on the part of HRCF II, 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.
- B. **LIQUIDATED DAMAGES, FURNISH AND INSTALL:** Work shall begin N/A calendar days after receipt of purchase order or contract and all work shall be completed in N/A calendar days. It is hereby understood and agreed by the bidder that *time is of the essence* in the delivery of supplies, services, materials, or equipment of the character and quality specified in the bid 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 \$ N/A per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence, or default on the part of HRCF II, 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 an 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.

15. **MAINTENANCE MANUALS:** The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and complete copies of all warranties.
16. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets and descriptive literature shall be provided with the bid/proposal for each chemical and/or compound offered. Failure on the part of the bidder/offeror to submit such data sheets may be cause for declaring the bid/proposal as nonresponsive.
17. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, HRCF II reserves the right to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to HRCF II whenever such low bid exceeds HRCF II's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by HRCF II for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. HRCF II shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that HRCF II wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by HRCF II and the lowest responsive, responsible bidder.
18. **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 HRCF II 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 HRCF II shall be determined in accordance with General Terms and Conditions Paragraph J., Changes to the Contract.
19. **PERFORMANCE AND PAYMENT BONDS:** The successful bidder shall deliver to the purchasing office executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with the Commonwealth of Virginia as obligee. The surety shall be a surety company or companies approved by the Virginia State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the Contract has been performed, in whole or in part, until the bonds have been delivered to and approved by the purchasing office. Standard bond forms will be provided by the purchasing office prior to or at the time of award.

20. **PREVENTIVE MAINTENANCE:** 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.
21. **PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of the Contract is expressly prohibited unless approved in writing by Sr. Director, Supply Management. HRCF II may, at its discretion, require the Contractor to provide a substitute item of equivalent or better quality subject to the approval of the Sr. Director, Supply Management, for a price no greater than the contract price, if the product for which the Contract was awarded becomes unavailable to the Contractor.
22. **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.
23. **PRODUCT SUPPORT:** Contractor warrants that the items delivered under the Contract, including subassemblies, spare parts, and service shall be available to HRCF II 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 HRCF II all drawings, specifications, and know-how that will enable HRCF II 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.
24. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
25. **RENEWAL OF CONTRACT:** HRCF II in its sole discretion, reserves the right to renew this contract(s) annually for an aggregate of ten (10) years. Said renewal(s) shall be based upon negotiations, if any, prior to each renewal period.
26. **RISK OF LOSS:** The Contractor assumes the risk of loss, and shall be responsible for, any loss, damage or destruction to the equipment furnished under the Contract until final acceptance of each piece of equipment by HRCF II.
27. **SECURITY LICENSE:** INTENTIONALLY DELETED.
28. **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.

29. **TESTING, INSPECTION AND FINAL ACCEPTANCE:** HRCF II 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 HRCF II and such non-delivery continues for any significant period of time; (b) the Contractor breaches or otherwise fails to perform any of its other obligations under the Contract and fails to cure such nonperformance promptly after notice thereof from the VIT or HRCF II 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 HRCF II shall be without prejudice to any claims for damages or other rights of HRCF II against Contractor.
30. **TRAINING IN OPERATION AND MAINTENANCE OF EQUIPMENT:** The Contractor, in conjunction with its subcontractors and suppliers, shall provide HRCF II's personnel with instruction in the proper operation and maintenance of the items and related controls provided under the Contract.
31. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, 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.
32. **WARRANTY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of Three years following date of delivery. Should any defect be noted by the owner, the Purchasing Office will notify the Contractor of such defect or nonconformance. 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 HRCF II 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.
33. **WARRANTY (COMMERCIAL):** The Contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to HRCF II by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.



- 34. WORK ESTIMATES (TIME AND MATERIAL CONTRACTS):** Under this time and material contract, the contractor shall furnish HRCF II with a non-binding written estimate of the total costs to complete the Work required. The estimate must include the labor category(ies), the contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor's actual invoice costs (Contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the Contract. If HRCF II determines that the estimated price is not fair and reasonable, HRCF II has the right to ask the Contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, HRCF II reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract. The contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.
- 35. WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to HRCF II's satisfaction at the contractor's expense.

**EXHIBIT C**  
**SPECIFICATIONS**

Bidders are asked to provide pricing for the following equipment needs:

|  | Unit Price |
|--|------------|
| <p>Kubota RTV-X900G-H General Purpose Model</p> <p><b>Including the following accessories:</b></p> <ul style="list-style-type: none"><li>VC5011 Plastic Canopy</li><li>VC5025 Tempered Glass</li><li>VC5091 Metal Doors</li><li>VC5040 Rear Metal Panel</li><li>VC5083 Heater Kit</li><li>VC5039 Windshield Wiper Kit</li><li>VC5053 Interior Dome Light</li><li>VC5056 Strobe Light</li><li>V5059 Mirror Kit</li><li>V5237 Turn Signal Hazard Kit</li><li>V5236 Back Up Alarm Kit</li><li>V5219 Heavy Duty Spring Kit</li></ul> | <p>\$</p>  |

**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 §2.2-431.2 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 VPA the undersigned agrees that the requirements of the Code of Virginia Section §2.2-431.2 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 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**



**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

|  |   |   |
|--|---|---|
| Print or type.<br>See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.   |   |
|  | 2 Business name/disregarded entity name, if different from above  |   |
|  | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.   | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): |
|  | <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate   | Exempt payee code (if any) _____  |
|  | <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____<br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. | Exemption from FATCA reporting code (if any) _____  |
|  | <input type="checkbox"/> Other (see instructions) ► _____   | (Applies to accounts maintained outside the U.S.)   |
|  | 5 Address (number, street, and apt. or suite no.) See instructions.   | Requester's name and address (optional)   |
| 6 City, state, and ZIP code                            |   |   |
| 7 List account number(s) here (optional)               |   |   |

**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. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

|                                       |  |  |  |   |  |  |   |  |  |
|---------------------------------------|--|--|--|---|--|--|---|--|--|
| <b>Social security number</b>         |  |  |  |   |  |  |   |  |  |
|                                       |  |  |  | - |  |  | - |  |  |
| <b>or</b>                             |  |  |  |   |  |  |   |  |  |
| <b>Employer identification number</b> |  |  |  |   |  |  |   |  |  |
|                                       |  |  |  | - |  |  |   |  |  |

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ► | 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](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . .   | THEN check the box for . . .  |
|--|---|
| • Corporation  | Corporation   |
| • Individual<br>• Sole proprietorship, or<br>• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.   | Individual/sole proprietor or single-member LLC   |
| • LLC treated as a partnership for U.S. federal tax purposes,<br>• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or<br>• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership  | Partnership   |
| • Trust/estate   | Trust/estate  |

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947



The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . .  | THEN the payment is exempt for . . .  |
|--|---|
| Interest and dividend payments   | All exempt payees except for 7  |
| Broker transactions  | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 4   |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 5 <sup>2</sup>   |
| Payments made in settlement of payment card or third party network transactions        | Exempt payees 1 through 4   |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.**

You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

| For this type of account:  | Give name and SSN of:   |
|--|---|
| 1. Individual  | The individual  |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI                          | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Two or more U.S. persons (joint account maintained by an FFI)   | Each holder of the account  |
| 4. Custodial account of a minor (Uniform Gift to Minors Act)   | The minor <sup>2</sup>  |
| 5. a. The usual revocable savings trust (grantor is also trustee)  | The grantor-trustee <sup>1</sup>  |
| b. So-called trust account that is not a legal or valid trust under state law                                  | The actual owner <sup>1</sup>   |
| 6. Sole proprietorship or disregarded entity owned by an individual  | The owner <sup>3</sup>  |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor*  |
| For this type of account:  | Give name and EIN of:   |
| 8. Disregarded entity not owned by an individual   | The owner   |
| 9. A valid trust, estate, or pension trust   | Legal entity <sup>4</sup>   |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553                                     | The corporation   |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization                    | The organization  |
| 12. Partnership or multi-member LLC  | The partnership   |
| 13. A broker or registered nominee   | The broker or nominee   |

| For this type of account:   | Give name and EIN of: |
|---|-----------------------|
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity     |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))  | The trust             |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## EXHIBIT H

### SMALL BUSINESS SUBCONTRACTING PLAN (Submit with RFP/IFB if Applicable)

#### 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, Small Business and Supplier Diversity (SBSB) to participate in the SWAM program. Certification applications are available through SBSB online at [www.dmbc.virginia.gov](http://www.dmbc.virginia.gov) (Customer Service).**

**Bidder/Respondent Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

#### Instructions

- A. If you are certified by the Department of Minority Business Enterprise (SBSB) 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 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 SBSD-certified small businesses in the performance of this contract. This shall include SBSD-certified women-owned and minority-owned businesses that meet the small business definition and have received the SBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

**Plans for Utilization of SBSD-Certified Small Businesses for this Procurement**

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

## Section C

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

### C. Good Faith Effort Indicators by the Bidder/Offeror

1. Identify areas of work your business has subcontracted to SBSB-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 SBSB-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 SBSB-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 SBSB 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 SBSB-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 SBSB-certified small businesses (e.g., telephone call logs, emails, certified letters, etc.). Be sure to list the small business name and dates of contact.



**EXHIBIT J**

**Hazardous Substance Self-Disclosure**

**(Submit with RFP/IFB)**

|  |  |
|--|--|
| Company Name                             |  |
| Company Representative                   |  |
| Contact Information<br>(phone and email) |  |

**Provider must sign the appropriate statement below, as applicable:**

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

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

| Waste Removal Company Name | Hazardous Waste EPA Identification Number (EPA ID) |
|----------------------------|--|
|                            |  |

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

<http://www.portofvirginia.com/wp-content/uploads/2018/04/SOR-Original-v5-effective-06.01.18.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: