



Hampton Roads Chassis Pool II (HRCP II), LLC.

Invitation for Bids

IFB #2021-04-HRCP II

**Gooseneck Chassis Lease
and
Undermount Genset Lease**



**THE PORT OF
VIRGINIA®**

GENERAL INFORMATION	
INVITATION FOR BIDS TITLE	Gooseneck Chassis Lease and Undermount Genset Lease
INVITATION FOR BIDS (IFB) NO:	2021-04-HRCP II
ISSUE DATE:	March 9, 2021
GENERAL DESCRIPTION:	10 year lease term for 100 Gooseneck Chassis' and 5, 7, or 10 year lease for 100 Undermount Gensets
DIRECT INQUIRIES FOR INFORMATION TO:	Erin Griggs at proposals@hrcp2.org *Deadline for questions: March 19, 2021 @2:00 p.m. to proposals@hrcp2.org
BIDS DUE DATE:	March 26, 2021 @ 2:00 p.m. to proposals@hrcp2.org
CONTRACT TERM:	10 Year Lease-Chassis 5, 7, or 10 Year Lease-Undermount Genset
EXPECTED DELIVERY:	TBD
ITEMS TO BE RETURNED (as your response to this solicitation):	THIS IFB CONSISTS OF THE COVER PAGES, and EXHIBIT A – MASTER LEASE AGREEMENT FORM WITH APPENDICES EXHIBIT B – SPECIFICATIONS FOR CHASSIS EXHIBIT C – SPECIFICATIONS-GENSET EXHIBIT D – PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA EXHIBIT E – EXCEPTION PAGE EXHIBIT F – PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION EXHIBIT G – W-9 FORM EXHIBIT H – SMALL BUSINESS SUBCONTRACTING & EVIDENCE OF COMPLIANCE EXHIBIT I – SWaM SUBCONTRACTOR'S PAYMENT FORM EXHIBIT J – HAZARDOUS SUBSTANCE SELF DISCLOSURE
Name and Address of Bidder	By
	_____ Signature _____ Title Date _____ Telephone Number _____ Email

HAMPTON ROADS CHASSIS POOL II, LLC
Invitation For Bid #2021-04-HRCP II
Sections I through VI

- I. Purpose of the IFB The purpose of this Invitation for Bid (IFB) is to solicit bids to establish competitive seal bids for 100 Gooseneck Chassis' and 100 Undermount Gensets.
- II. Statement of Needs Hampton Roads Chassis Pool II, LLC (HRCPII) has experienced significant growth for almost two decades and is now the second largest general cargo port on the East Coast of the United States. In order to accommodate the anticipated continued growth in its business, HRCPII is seeking to acquire 100 Gooseneck Chassis Lease and 100 Undermount Gensets, which are the subject of this IFB. The Contractor(s) selected shall furnish the Chassis' in accordance with Exhibit B "Specifications for Chassis' and Undermount Gensets in accordance with Exhibit C, "Specifications for Undermount Genset." If the Contractor(s) selected is/are party to an existing Master Lease Agreement with HRCP II, then any Chassis and Gensets provided pursuant to this IFB shall be subject to the terms and conditions of such lease and memorialized through a Lease Supplement acceptable to HRCP II. If the Contractor(s) selected is/are *not* party to an existing Master Equipment Lease Agreement with HRCP II, then such Contractor(s) must execute a Master Lease Agreement substantially similar to that attached hereto as Exhibit A, and any Chassis and Gensets provided pursuant to this IFB shall be memorialized through a Lease Supplement to that Master Lease Agreement.
- 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 <https://www.portofvirginia.com/who-we-are/our-policies/>. **IFB responses must be received by 2:00 PM EDT, March 26, 2021.** Responses shall be emailed to **proposals@hrcp2.org**. Bids shall be signed by an authorized representative of the Bidder. Failure to submit all information requested may result in: (1) HRCP II requiring prompt submission of missing information or (2) the HRCP 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. HRCP 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 HRCP II. HRCP 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@hrcp2.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 HRCP II pursuant to the IFB shall belong exclusively to the HRCP 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 so selected if pricing exceeds amount budgeted. Price shall be considered, but need not be the sole determining factor. Hampton Roads Chassis Pool 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 Hampton Roads Chassis Pool II determine in writing and in its sole discretion that only one Bidder is fully qualified, or that one Bidder is clearly more highly qualified 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. HRCP II reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation.

BID FORM:

DESCRIPTION	QTY	TOTAL PRICE	
40' Gooseneck Chassis-10 year lease	100	\$	Price for one
		\$	Extended Price
Undermount Genset-5 year lease	100	\$	Price for one
		\$	Extended Price
Undermount Genset-7year lease	100	\$	Price for one
		\$	Extended Price
Undermount Genset- 10 year lease	100	\$	Price for one
		\$	Extended Price

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

HRCP II reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation.

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 price(s) indicated in the submitted bid.

Company Name: _____

This bid is subject to the provisions of the Virginia International Terminals and HRCP 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 Offeror offers and agrees to furnish the goods at the price(s) indicated on the Bid Form. Your signature on this form certifies your compliance with the Virginia International Terminals and HRCP II Procurement and Surplus Property Guidelines, and the applicable Master Lease Agreement and Lease Supplement or the Master Lease Agreement and appendices attached hereto.

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

MASTER LEASE AGREEMENT

This Master Lease Agreement ("Lease") is entered into on this ___ day of _____, 2021, by and between _____, incorporated under the laws of _____, with its principal place of business at _____ ("CES"), and HRCP II, L.L.C., a Virginia limited liability company, with an address of 601 World Trade Center, Norfolk, Virginia 23510 ("HRCP II").

RECITALS:

R-1 HRCP II operates a pool of intermodal chassis (the "Chassis Pool") at the ocean marine terminals of Virginia and other locations.

R-2 HRCP II is leasing and/or may lease chassis and/or gensets from CES to use in the Chassis Pool, and the parties desire to state the of such lease.

R-3 The following terms will have the following meanings:

"Chassis" means intermodal chassis leased by HRCP II from CES from time to time, including any accompanying genset.

"Lease Supplement" means the form supplement to this Lease in the form of **Appendix I** attached hereto. Lease Supplements shall contain only a description, daily rental rate, date of required delivery by CES, the term of lease for Chassis, and other information provided by Appendix I. No other terms in a Lease Supplement shall be effective.

"Prior Lease" means all existing leases between HRCP II and CES.

"Prior Lease Supplements" means lease supplements for Chassis in the Chassis Pool leased by HRCP II pursuant to a Prior Lease.

"Solicitations" means requests for proposals, invitations to bids, and other solicitations for the acquisition of chassis by HRCP II.

"Specifications" means specifications relating to Chassis promulgated by HRCP II in connection with its lease of chassis. Specifications may be included in Solicitations.

"Standards" means the standards for maintenance and repair of the Chassis established by the Federal Highway Motor Carrier Safety Administration ("FMCSA"), the Institute of International Container Lessors ("IICL"), including maintenance of a current FHWA/FMCSA inspection sticker.

"Stipulated Replacement Value" means the documented purchase price of the Chassis to CES reduced by three tenths of one percent (0.3%) per month applied to the age of the Chassis; provided, however, that in no event shall the value be less than forty percent (40%) of the documented purchase price of the Chassis to CES.

"Tire Standards" means the standards attached hereto as **Appendix II**.

NOW, THEREFORE, in consideration of the mutual promises stated below, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the foregoing Recitals and the following:

1. **LEASE OF CHASSIS.** Upon agreement of CES and HRCP II from time to time, HRCP II may lease Chassis from CES, and the parties shall execute a Lease Supplement covering the Chassis. The terms of this Lease and the associated Lease Supplements shall govern the lease of the Chassis. Additionally, this Lease restates and replaces all Prior Leases in its/their entirety. Prior Lease Supplements shall be subject to this Lease. In the case of conflict between this Lease and a Lease Supplement or a Prior Lease Supplement, the terms of this Lease shall control. In this regard, only a description, daily rental rate, and term of the lease for Chassis in Prior Lease Supplements shall be effective.

2. **DELIVERY AND ACCEPTANCE OF CHASSIS.** When HRCP II leases chassis from CES, CES shall deliver each chassis in compliance with the applicable Specifications (if any) and Lease Supplement to the terminal designated by HRCP II at CES' risk and expense. HRCP II and CES shall inspect the chassis and complete a chassis Interchange Report ("CIR"). HRCP II may reject a chassis if in HRCP II's reasonable discretion a chassis does not conform to the Specifications, the Standards, or the Tire Standards, or has structural, metal fatigue, or other material problems that may detrimentally affect the use, safety, or repair expense of the chassis during the lease term. In the case of rejection of a chassis by HRCP II, CES shall at its option either repair the chassis at CES's cost or exclude any such chassis from the Lease. All repairs must be acceptable to HRCP II. Upon acceptance of a Chassis by HRCP II, Chassis will become a "Chassis" subject to this Lease.

3. **RENTAL AND OTHER CHARGES.** HRCP II will pay rent to CES for Chassis at the rates stated in the applicable Lease Supplement covering the Chassis. HRCP II shall pay rent beginning on the day of acceptance of Chassis and will continue to and include the day the Chassis is taken off-lease as provided below. CES will bill HRCP II monthly for rent and other charges expressly provided for in this Lease (if any) which will be deemed additional rent. HRCP II will pay CES invoices in U.S. currency at the address set forth above or as otherwise directed by CES. Payment is due within thirty (30) days from date of invoice. CES shall pay all licensing and other titling fees for the Chassis. Any taxes relating to the Chassis imposed by applicable law on HRCP II as lessee of the Chassis shall be the responsibility of HRCP II. HRCP II may challenge any such taxes at HRCP II's sole cost and expense. All other taxes are included in the rent and shall be the responsibility of CES.

4. **MAINTENANCE AND REPAIR OF CHASSIS.**
 - a. HRCP II agrees, at its expense, to maintain Chassis at all times during this Lease in good repair and operating condition and in a safe condition free of any and all liens and encumbrances in accordance with the Standards.

 - b. Notwithstanding the foregoing, however, CES shall pay for all Major Maintenance and Repairs required in the sixty (60) day (six (6) months in the case of axles) period after delivery of a Chassis to HRCP II for the Chassis to conform to the Standards, unless required Major Maintenance and Repairs result from use of the Chassis after induction into the Chassis Pool beyond normal wear and tear. Major Maintenance and Repairs are as follows:

PART	Problem
Brakes	Missing or worn components, such as air lines and chambers; brake liner less than ¼ inch at centers
Broken wheel studs	Any studs broken or missing
Wheel bearings	Bearings are not in good condition.
Axles	Bent, misaligned, or malfunctioning
Oil Seals	Leakage

5. **USE OF CHASSIS; ALTERATIONS.** HRCP II will not make or authorize any unlawful use of Chassis. HRCP II will require compliance with all loading limitations and safety requirements prescribed by the manufacturer of Chassis. HRCP II will not, without CES's prior written consent, make or authorize any changes, alterations, or improvements in or to the Chassis or remove therefrom any parts, accessories, or attachments except in the normal course of maintenance and repairs. Chassis returned with parts, accessories, or attachments missing will continue to be considered as rented Chassis until the missing items are returned, their replacement cost is paid, or, if changes were made to Chassis, until the Chassis has been restored to comply with the Standards or HRCP II pays the Stipulated Value of the Chassis. HRCP II will maintain records showing the location of Chassis and will, upon CES's request, promptly advise CES in writing of the location of Chassis, subject to movement of the Chassis within the operation of the Chassis Pool.
6. **COMPLIANCE WITH LAWS.** Except to the extent of CES's obligations under this Lease, HRCP II will, at its expense, comply with all laws, regulations, or orders of federal, state, foreign and local governments or agencies governing maintenance, repair, use, operation, or storage of Chassis. HRCP II will comply with all requirements for maintenance of records and reporting to governmental and other applicable authorities. HRCP II agrees to hold CES harmless from any fines, penalties, forfeitures, or seizures which may arise from HRCP II's violation of any such law, rule, regulation or order. If a change in any convention, law, rule, or regulation during the term of this Lease requires an addition, improvement, or replacement of a part or accessory of a Chassis in order for such Chassis to be lawfully operated, then (i) HRCP II will redeliver the Chassis to CES which will make the modification, improvement, or replacement, provided that such redelivery facility shall be located within the city of Norfolk, Portsmouth, or Chesapeake, Virginia; or (ii) at CES's option, CES may promptly provide a replacement Chassis that complies with such changed convention, law, rule, or regulation, or (iii) CES may elect to terminate the Lease for that Chassis. The Stipulated Replacement Value payable by HRCP II will be increased by the cost of the modification, improvement or replacement, depreciated from the date of installation. Such modifications, improvements and replacements will be the property of CES. The per diem rental rate for such Chassis will be adjusted so that the cost of the modification, improvement or replacement is recouped by CES over the remaining useful life of the chassis at the time as determined in accordance with Generally Accepted Accounting Principles ("GAAP").
7. **CASUALTIES.** If a Chassis while rented to HRCP II is damaged beyond repair, lost, stolen, destroyed, or confiscated, HRCP II's obligation to pay rental therefor will terminate as of the day CES receives proof of such occurrence and receipt of the Stipulated Replacement Value thereof.
8. **RETURN OF CHASSIS.** Upon termination of the lease of a Chassis, HRCP II will return Chassis to the CES's depot in Norfolk, Virginia. Upon redelivery of the Chassis to CES by HRCP II, the Chassis must meet the Standards and the Tire Standards. Prior to redelivery of Chassis to the CES, HRCP II and CES shall inspect the Chassis at HRCP II's facility and complete a CIR. HRCP II shall have the opportunity to repair all identified repairs necessary to put the Chassis in the condition required at redelivery. If HRCP II has made all repairs necessary to put the Chassis in the condition required at redelivery, then HRCP II shall not be responsible for any repairs once the redelivered Chassis is so repaired and leaves HRCP II's facility other than damages incurred during transportation of the Chassis to CES's depot by HRCP II's trucker which are promptly documented and communicated to HRCP II. No handling fees, intake, and/or redelivery fees shall not apply to such delivery back to the CES. Rent shall stop when the Chassis is returned to the CES in compliance with this Section.
9. **WARRANTIES.** CES represents and warrants to HRCP II that all Chassis provided pursuant to a Solicitation will upon delivery to HRCP II will comply with the applicable Solicitation. CES makes no other representations or warranties (i) as to the condition of the Chassis, (ii) that the Chassis meet the requirements or regulations of any country or other political subdivision within which HRCP II may use or operate the Chassis, or (iii) as to the Chassis's suitability for any purpose. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, ARE HEREBY WAIVED

BY HRCP II. CES shall enforce, or assign or otherwise make available to HRCP II to enforce, all warranties on the Chassis from the manufacturers of the Chassis and components thereof.

10. **INDEMNIFICATION.** HRCP II agrees to defend, indemnify, and hold harmless CES, its agents, and employees from and against any and all losses, actions, claims, expenses, fees, damages, fines, and liabilities (including reasonable attorney's fees), however caused, from claims by third parties against CES resulting from the lease, operation, use, storage, or possession of Chassis by HRCP II except with respect to latent defects in the Chassis existing when delivered to HRCP II.
11. **INSURANCE.** HRCP II will, at its own expense, maintain the following minimum insurance with insurance companies acceptable to CES in its reasonable discretion:
 - a. Chassis Pool Operator insurance with limits (including excess) of at least \$30,000,000 per occurrence/aggregate. CES agrees that HRCP II's current chassis insurance coverage, or similar coverage in the future, is sufficient to meet these insurance requirements.
 - b. The insurance shall name CES as an additional insured. Upon CES's request, HRCP II will furnish to CES evidence of such insurance. The certificates and policies evidencing the insurance required above will contain a clause providing that (i) the policies will be considered primary as against any other valid insurance coverage, and (ii) if commercially available, thirty (30) days' prior written notice must be given to CES if the policies are canceled, materially changed, or not renewed.
12. **OWNERSHIP RIGHTS.** Chassis will at all times remain the property of CES, and HRCP II will not acquire any ownership rights, title or interest of any nature in Chassis by paying rental or other charges hereunder, or complying with or exercising any of CES's responsibilities under any convention or law. The transactions covered by this Lease are transactions of leasing only, and not a sale, conditional or otherwise, and the only right acquired by HRCP II hereunder is the right to possess and use Chassis leased hereunder so long, and only so long, as HRCP II is not in default hereunder.
13. **INTERCHANGE PERMITTED.** Chassis leased to HRCP II pursuant to this Lease may be used in HRCP II's Chassis Pool, including use by steamship lines which will interchange to motor carriers, and direct interchange by HRCP II to motor carriers. Notwithstanding any such interchange, HRCP II will remain obligated to CES for all rental and other obligations under this Lease.
14. **QUIET ENJOYMENT.** CES covenants that so long as HRCP II is not in default under this Lease or any applicable Lease Supplement, HRCP II's continued possession, use, operation, and quiet enjoyment of the Chassis shall not be disturbed.
15. **IDENTIFYING MARKS.** Unless otherwise agreed in writing, Chassis will have CES's serial numbers and other identifying marks affixed which will not be destroyed or altered by HRCP II.
16. **ASSIGNMENT AND SUBLEASE.**
 - a. Other than for use in the Chassis Pool, HRCP II shall not, without CES's written consent, sublease the Chassis or assign or encumber this Lease or any interest therein, in whole or in part, or encumber the Chassis in any manner.
 - b. CES may sell, transfer, delegate, pledge or assign all or any part of its rights, title and interest in the Chassis or this Lease, including, without limitation, the rentals and any other payments due or to become due; provided, however, that any sale, transfer, assignment, pledge or other conveyance, for security or otherwise, of this Lease by CES shall be subject to HRCP II's rights under this Lease.

17. **TIME IS OF THE ESSENCE.** Time is of the essence of this Lease
18. **DEFAULT.** HRCP II shall be in default of this Lease if any of the following events occurs and continues: (i) HRCP II fails to pay any sum or sums to be paid hereunder when the same become due; (ii) HRCP II fails to observe or perform any other condition of this Lease in the manner and at the time required herein, and such failure remains unremedied for ten (10) days after written notice thereof to HRCP II by CES (provided that no default shall occur if cure of such default takes more than ten (10) days and HRCP II commences cure within such ten (10) day period and diligently prosecutes the cure); (iii) HRCP II admits in writing its inability to pay its debts, or makes a general assignment for the benefit of creditors or becomes insolvent or subject to any voluntary or involuntary proceeding relating to bankruptcy, liquidation, insolvency, or reorganization or relieve to debtors; or (iv) HRCP II seeks appointment of a receiver or trustee for it or any substantial part of its assets; or (v) HRCP II takes any corporate action to authorize any of the actions set forth above; or (vi) the seizure or nationalization of HRCP II or a material part of HRCP II' s assets by any government or any governmental instrumentality. In the event of default by HRCP II, CES may terminate this Lease and all Lease Supplements and require HRCP II to return all Chassis to CES according to this Lease. The interest rate on late payments shall be 9% per annum. The foregoing will not be construed to limit other remedies available to CES for default or breach of this Lease.
19. **WAIVERS.** No express or implied waiver by CES of any default hereunder will in any way be construed to be a waiver of any future or subsequent default of HRCP II, or a waiver of any rights of CES hereunder, or a modification of any of the terms of this Lease or any extension or enlargement of HRCP II's rights hereunder.
20. **FINANCIAL REPORTS.** Upon request by CES, HRCP II will furnish to CES the most recent financial statements of Virginia International Terminals, LLC made available to the public.
21. **CONFIDENTIALITY.** Except as required by law, both HRCP II and CES shall keep confidential (i) the rates and other terms of this Lease and the Lease Supplements and (ii) all financial information provided by HRCP II to CES which has not been otherwise publicly disclosed.
22. **TERMINATION.** Either party may terminate this Lease at any time by serving thirty (30) days' prior written notice on the other party as provided below. Such termination will not, however, apply to any Chassis subject to a Lease Supplement or Prior Lease Supplement which has not expired.
23. **NOTICES.** All notices to HRCP II must be in writing and must be hand-delivered or sent via Federal Express or other overnight courier requiring a receipt to the following address: 601 World Trade Center, Norfolk, VA 23510, Attn: _____, with an email/electronic copy sent at the same time as the hard copy to contractnotices@vit.org. Service of process shall be service as required by applicable law; no other manner of service of process shall be effective. All notices to CES must be in writing and must be hand-delivered or sent via Federal Express or other overnight courier requiring a receipt to the CES's address on the first page of this Lease.
24. **CHOICE OF LAW; VENUE; EXECUTIVE MEETING PRE-CONDITION OF LEGAL ACTION.** This Lease shall be governed and interpreted by the laws of Virginia, without regard to its choice of law principles. The exclusive venue for any legal action based on or arising from the Lease may be in any state or federal court located in Norfolk, Virginia. As a condition precedent to the filing of any suit or other legal action based on or arising from this Lease or any Lease Supplement, executives with full settlement authority from both HRCP II and CES shall meet to attempt to resolve the matter without litigation. No party may unreasonably delay or condition the meeting.
25. **SEVERABILITY.** If any provision of this Lease is determined to be prohibited or limited by law, such provision will be ineffective to the extent of such prohibition or limitation, without invalidating the remaining provisions of this Lease. To this end, the provisions of this Lease are severable.

26. **FORCE MAJEURE.** CES will be free from liability for failing to perform hereunder due to acts of God, war, labor difficulties, fire, or other causes beyond its control.
27. **CONSEQUENTIAL DAMAGES.** Notwithstanding any hold harmless, indemnification, or other provision in this Lease, neither party shall be liable for the consequential damages of the other party, whether foreseeable or not.
28. **WAIVER OF SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE.** HRCP II hereby waives all of its rights as a lessee under Sections 2A-508 through 2A-522 of the Uniform Commercial Code.
29. **ENTIRE AGREEMENT; AMENDMENTS.** This Lease, the Lease Supplements, and the Prior Lease Supplements constitute the entire agreement between the parties pertaining to the Chassis. No agreements, representations, or understandings not specifically contained in those documents will be binding upon the parties. The terms, covenants, conditions and other provisions of this Lease may be changed, amended, or modified only by a written instrument that specifically purports to do so and is signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Lease to be signed by their duly authorized officers.

[CES]

By:

Printed Name:

Title:

Date:

HRCP II, L.L.C.

By:

Printed Name:

Title:

Date:

APPENDIX I TO MASTER LEASE AGREEMENT

LEASE SUPPLEMENT

No.: _____

This Lease Supplement is dated as of _____, 2021, and is a Lease Supplement to that certain Master Lease Agreement dated _____, 20__ (the "Lease"), between _____ ("CES") and **HRCP II, L.L.C.** ("HRCP II"). In the event of any conflict between the terms of the Lease and terms of this Lease Supplement, the Lease shall control. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Lease.

- I. **NUMBER AND TYPES OF CHASSIS:** The number, description(s), identification numbers, delivery date(s), and other information the Chassis subject to this Lease Supplement are on **Exhibit A** attached hereto. (each such unit is referred to in this Leasing Schedule as a "Chassis").

- II. **LEASE TERM:** The lease term for each Chassis subject to this Lease Supplement ("Lease Term") shall commence on the date the Chassis is delivered to an accepted by HRCP II as provided in the Lease and shall continue for a period of ____ (__) year(s) after the first day of the calendar month after the Delivery Date of the last Chassis delivered and accepted by HRCP II, subject to the terms of the Lease. The parties shall endeavor to update Exhibit A with the date of HRCP II's acceptance of the Chassis.

- III. **RENTAL RATES FOR CHASSIS:** The following rates will be applicable from date each Chassis is delivered to and accepted by HRCP II and shall remain in effect for the Lease Term:

EXAMPLE: 40' Gooseneck Chassis - \$4.20 per day per chassis

EXHIBIT A FOLLOWS

Witness the following signatures and seals:

[CES]

By:

Printed Name:

Title:

Date:

HRCP II, L.L.C.

By:

Printed Name:

Title:

Date:

APPENDIX II TO MASTER LEASE AGREEMENT

TIRE STANDARDS

1. Each tire shall have remaining tread of at least fifty percent (50%) of original tread.
2. All tires on each Chassis must be of identical size and type.
3. Tires shall not have: visible tire cord, body ply or belt material due to cuts, cracking, splitting, curbing or otherwise; damage due to improper inflation, impact breaks or running flat; tread or sidewall separation; separating caps; noticeable leaks, visible blisters or knots; or uneven wear to a degree whereby tread thickness variance exceed $4/32$ " between average tread depth and flat spots.
4. Cracking, without other damage, shall not be considered damage.

EXHIBIT B

SPECIFICATION FOR CHASSIS

Bidders are asked to provide estimated rates for the following equipment needs:

- 100 x 40' Gooseneck
- Delivery of assets- delivery is to begin no later than July 30, 2021 and be completed by June 30, 2022
- Delivery points:
 - **NORFOLK INTERNATIONAL TERMINALS (“NIT”)**: 7737 Hampton Blvd., Norfolk, Virginia, 23505.
 - **VIRGINIA INLAND PORT (“VIP”)**: 7685 Winchester Rd, Front Royal, VA 22630.
 - **RICHMOND MARINE TERMINAL (“RMT”)**: 5000 Deepwater Terminal Road, Richmond, Virginia, 23234.
 - **VIRGINIA INTERNATIONAL GATEWAY (“VIG”)**: 1000 Virginia International Gateway Blvd., Portsmouth, Virginia, 23703.
 - **REEFER SERVICE AREA (“RSA”)** located just north of the intersection of Railroad Ave. and Lagoon Rd., Norfolk, Virginia 23505.
- Termination point: At a Port of Virginia Facility specified by HRCP II at the termination of lease
- Lease terms to be laddered from 5, 7 or 10 year terms
- New OEM chassis
- Radial Tires – Westlake 11R22.5 Load Range G with HRCP branded on tires
- Hub-Piloted Disc Wheels and Anti-Lock Braking Systems
- B-Lock Brake Shoes
- Landing Leg: Must have 10 year warranty, Jost A440 Magnum (62,500 lb.)
- Slack Adjuster: Must have at least a 5 year warranty, Slack must have multicolored stroke indicator, Stemco, Haldex or TSE 5.5”
- Wheel End: Must have at least a 5 year warranty, Stemco preferred
- Hub & Drum: KIC
- Harness: Phillips w/10 year warranty
- 7 way: Phillips w/solid pin and aluminum housing – Part number 15-7292
- Suspension: SAF Holland or Hutchens
- LED Lighting - Optronics
- Paint must have a minimum 7 year warranty
- Color – Pantone 7466C
- Branded with POV logo on main rails and front and rear bolsters and mud flaps
- Termination Point at end of lease terms – Hampton Roads, VA

Chassis owner is responsible for delivery cost of the new asset as well as handling and inspection for acceptance to the pool.

EXHIBIT C

SPECIFICATION FOR UNDERMOUNT GENSET

Bidders are asked to provide estimated rates for the following Thermo King SG-5000 Series Undermount Genset specifications:

Engine	TK diesel engine compliant with EPA Tier 4 and CARB regulations
Fuel Type	No. 2 diesel (under normal conditions) No 1 diesel (cold weather fuel)
Rotational Speed	500 +25rpm 1800 +25rpm
Generator	460/230Vac, 3Phase, 60Hz
Output Power	15kW
Apparent Power	18.75 kVA
Rotational Speed	1800rpm
Electrical System	SG+ microprocessor controller
Battery	12V, 925CCA
Fuel Tank	Included in all models
SGCO	4731 (125gal)
SGCM	3021 or 1981 (80gal or 50gal)
SGSM	3021 or 1981 (80gal or 50gal)
Weight-Less Fuel	
SGCO	871kg (1920lbs)
SGCM	653kg (1440lbs) 50gal tank 680kg (1550lbs) 80gal tank

EXHIBIT D

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

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

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

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

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

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

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

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

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

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

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION

EXHIBIT 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.**

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

Print or type. 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 one of the following seven boxes.	
	<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	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ^a _____ Note: 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 not 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.	
	<input type="checkbox"/> Other (see instructions) ^a	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
Exempt payee code (if any) _____		
Exemption from FATCA reporting code (if any) _____		
(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.

Social security number									
				-			-		
OR									
Employer identification number									
				-					

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.

Sign Here	Signature of U.S. person	Date
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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.

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-INT (interest earned or paid)

- 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.*

EXHIBIT H
SWAM BUSINESS SUBCONTRACTING PLAN
(Submit with RFP/IFB if Applicable)

All businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (SBSD) to participate in the SWAM program. Certification applications, including instructions, certification definitions, and required documents, are available through SBSB online portal at <https://www.sbsd.virginia.gov/certification/>

Bidder/Respondent Name: _____

Preparer Name: _____

Date: _____

Instructions

- A. If you are certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) as a Small, Woman, and Minority-owned (SWaM), Disadvantaged Business Enterprises (DBE), or Employment Services Organizations (ESO) business, complete only Section A of this form. This shall include SBSB-certified Historically Black Colleges and Universities, 8a, Economically Disadvantaged Woman-owned Small businesses, Service Disabled Veteran-owned, Federal Service Disabled Veteran-owned, and Minority-owned businesses when they have received SBSB business certification.
- B. If you are not certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) as a Small, Woman, and Minority-owned (SWaM), Disadvantaged Business Enterprises (DBE), or Employment Services Organizations (ESO) business and plan to subcontract part of this contract with a SBSB certified business, complete only Section B of this form.
- C. If you are not certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) as a Small, Woman, and Minority-owned (SWaM), Disadvantaged Business Enterprises (DBE), or Employment Services Organizations (ESO) business and cannot identify any subcontracting opportunities to subcontract part of this contract with a SBSB-certified business, only provide the information requested in Section C of this form.

Section A

If your firm is certified by the Virginia Department of Small Business and Supplier Diversity (SBSB) **check all that apply below:**

<input type="checkbox"/>	Minority Owned Business (MB)
<input type="checkbox"/>	Woman Owned Business (WB)
<input type="checkbox"/>	Micro Business
<input type="checkbox"/>	Service Disabled Veteran Owned Business (SDV)
<input type="checkbox"/>	Small Business (SB)
<input type="checkbox"/>	Employment Service Organization (ESO)
<input type="checkbox"/>	8A
<input type="checkbox"/>	Economically Disadvantaged Woman Owned Business (EDWOSB)
<input type="checkbox"/>	Federal Service Disabled Veteran Owned Business (FSDV)
<input type="checkbox"/>	Disadvantage Business Enterprises (DBE)
<input type="checkbox"/>	Airport Disadvantaged Business Enterprise (ACDBE)

Certification number: _____

Certification date: _____

Section B

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

Proposed SWaM Plan

Plans for Utilization of SBSD-Certified Businesses for this Procurement

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

Section C

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

Good Faith Effort Indicators by the Bidder/Offeror

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

Exhibit I
Monthly SWAM Subcontractor Payment Report

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

PRIME CONTRACTOR'S NAME: _____

PROJECT NAME: _____

CONTRACT NUMBER: _____

MONTH ENDING DATE: _____

QUARTER ENDING DATE: _____

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

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

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

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

EXHIBIT J

Hazardous Substance Self-Disclosure

(Submit with RFP/IFB)

Company Name	
Company Representative	
Contact Information (phone and email)	

Provider must sign the appropriate statement below, as applicable:

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

<http://www.portofvirginia.com/about/policies/po-terms-conditions/>

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