



HAMPTON ROADS CHASSIS POOL II (HRCP II), LLC

Invitation for Bids

IFB #2023-02-HRCP II

Undermount Genset Lease

Hampton Roads, VA



GENERAL INFORMATION	
INVITATION FOR BIDS TITLE	Undermount Genset Lease
INVITATION FOR BIDS (IFB) NO:	2023-02-HRCP II
ISSUE DATE:	January 17, 2023
GENERAL DESCRIPTION:	5, 7, or 10 year lease for 50 Undermount Gensets
DIRECT INQUIRIES TO:	Erin Griggs at proposals@hrcp2.org
QUESTIONS DUE DATE:	January 27, 2023 @2:00 p.m. to proposals@hrcp2.org
BIDS DUE DATE:	February 27, 2023 @ 2:00 p.m. to proposals@hrcp2.org
MASTER LEASE AGREEMENT TERM:	5, 7, or 10 Year Lease-Undermount Genset
EXPECTED DELIVERY:	April/May 2023
ITEMS TO BE RETURNED (complete forms and include with your response to this solicitation)	THIS IFB CONSISTS OF THE COVER PAGES, and EXHIBIT A – GENERAL TERMS AND CONDITIONS EXHIBIT B – SPECIAL TERMS AND CONDITIONS EXHIBIT C – SPECIFICATIONS FOR GENSETS 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 EXHIBIT K – VENDOR DATA SHEET
Name and Address of Bidder	By
	<div>Signature</div> <div> <div>Title</div> <div>Date</div> </div> <div>Telephone Number</div> <div>Email</div>

HAMPTON ROADS CHASSIS POOL II, LLC
Invitation For Bids #2023-02-HRCPII
Sections I through VI

- | | |
|---|--|
| I. Purpose of the IFB | The purpose of this Invitation for Bids (IFB) is to solicit bids to establish a Master Lease Agreement through competitive sealed bidding for the lease of 50 Undermount Gensets. |
| II. Statement of Needs | The Port of Virginia has experienced significant growth for the last decade and today is the third largest general cargo port on the US East Coast. In order to accommodate the anticipated continued growth in its business, HRCPII is seeking to acquire to lease 50 Undermount Gensets in accordance with Exhibit C. |
| 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 submitting 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, February 27, 2023. 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) VIT requiring prompt submission of missing information or (2) VIT rejecting the bid as being non-responsive. The Hampton Roads Chassis Pool II, LLC (HRCPII) will not be responsible for delays in the delivery of responses. VIT's mail exchange server has a limit of 50 MB for incoming bids. Bidders need to be aware that their internet service provider (ISP) may have a maximum server limit less than 50 MB, which could hinder responses from being delivered to VIT. VIT will not be responsible for responses not received due to these limitations and no special consideration shall be given to such responses. It is the sole responsibility of the 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 HRCPII pursuant to the IFB shall belong exclusively to HRCPII. 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 Master Lease Agreement | 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 Master Lease Agreement may be awarded to that Bidder. The award document will be a Master Lease Agreement incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's bid. HRCPII intends to award a Master Lease Agreement to a single Bidder, however, if HRCPII determines it is in its best interest to do so, HRCPII reserves the right at its sole discretion to award a Master Lease Agreement to more than one Bidder and/or split the order among Bidders. |

BID FORM:

DESCRIPTION (<i>Furnish & Deliver</i>)	QTY	INDIVIDUAL PRICE*	EXTENDED PRICE*
Undermount Genset- 5 year lease	50	\$	\$
Undermount Genset- 7 year lease	50	\$	\$
Undermount Genset- 10 year lease	50	\$	\$
TOTAL		\$	\$

****(Include all cost - manufacturing and delivery - in unit price)***

***** (For Option Items, specify required delivery lead times)***

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 Master Lease Agreement documents, including any Addenda issued, for the prices 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 Manual and the General and the Special Terms and Conditions herein.

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

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

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 _____, 2023, by and between _____, incorporated under the laws of _____, with its principal place of business at _____ ("Genset Supplier" or "GS"), 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 gensets from GS to use in connection with HRCP II's Chassis Pool, and the parties desire to enter into such lease.

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

"Genset" means undermount genset leased by HRCP II from GS.

"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 GS, the term of lease for Genset, 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 GS.

"Prior Lease Supplements" means lease supplements for Gensets used in connection with HRCP II's 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 Gensets by HRCP II.

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

"Standards" means the standards for maintenance and repair of the Gensets 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 Gensets to GS reduced by three tenths of one percent (0.3%) per month applied to the age of the Gensets; provided, however, that in no event shall the value be less than forty percent (40%) of the documented purchase price of the Gensets to GS.

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 GENSETS.** Upon agreement of GS and HRCF II from time to time, HRCF II may lease Gensets from GS, and the parties shall execute a Lease Supplement covering the Gensets. The terms of this Lease and the associated Lease Supplements shall govern the lease of the Gensets. 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 Gensets in Prior Lease Supplements shall be effective.
2. **DELIVERY AND ACCEPTANCE OF GENSETS.** When HRCF II leases gensets from GS, GS shall deliver each genset in compliance with the applicable Specifications (if any) and Lease Supplement to the terminal designated by HRCF II at GS' risk and expense. HRCF II and GS shall inspect the gensets and HRCF II may reject a genset if in HRCF II's reasonable discretion a genset does not conform to the Specifications or the Standards, or has structural, metal fatigue, or other material problems that may detrimentally affect the use, safety, or repair expense of the genset during the lease term. In the case of rejection of a genset by HRCF II, GS shall at its option either repair the genset at GS's cost or exclude any such genset from the Lease. All repairs must be acceptable to HRCF II. Upon acceptance of a genset by HRCF II, genset will become a "Genset" subject to this Lease.
3. **RENTAL AND OTHER CHARGES.** HRCF II will pay rent to GS for Genset at the rates stated in the applicable Lease Supplement covering the Genset. HRCF II shall pay rent beginning on the day of acceptance of Genset and will continue to and include the day the Genset is taken off-lease as provided below. GS will bill HRCF II monthly for rent and other charges expressly provided for in this Lease (if any) which will be deemed additional rent. HRCF II will pay GS invoices in U.S. currency at the address set forth above or as otherwise directed by GS. Payment is due within thirty (30) days from date of invoice. GS shall pay all licensing and other fees for the Genset. Any taxes relating to the Genset imposed by applicable law on HRCF II as lessee of the Genset shall be the responsibility of HRCF II. HRCF II may challenge any such taxes at HRCF II's sole cost and expense. All other taxes are included in the rent and shall be the responsibility of GS.
4. **MAINTENANCE AND REPAIR OF GENSET.** HRCF II agrees, at its expense, to maintain Genset 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.
5. **USE OF GENSETS; ALTERATIONS.** HRCF II will not make or authorize any unlawful use of Genset. HRCF II will require compliance with all use limitations and safety requirements prescribed by the manufacturer of Genset. HRCF II will not, without GS's prior written consent, make or authorize any changes, alterations, or improvements in or to the Genset or remove therefrom any parts, accessories, or attachments except in the normal course of maintenance and repairs. Gensets returned with parts, accessories, or attachments missing will continue to be considered as rented Gensets until the missing items are returned, their replacement cost is paid, or, if changes were made to Gensets, until the Genset has been restored to comply with the Standards or HRCF II pays the Stipulated Value of the Genset. HRCF II will maintain records showing the location of Gensets and will, upon GS's request, promptly advise GS in writing of the location of Gensets, subject to movement of the Genset within the operation of the Chassis Pool.
6. **COMPLIANCE WITH LAWS.** Except to the extent of GS's obligations under this Lease, HRCF 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 Gensets. HRCF II will comply with all requirements for maintenance of records and reporting to governmental and other applicable authorities. HRCF II agrees to hold GS harmless from any fines, penalties, forfeitures, or seizures which may arise from HRCF 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 Genset in order for such Genset to be lawfully operated, then (i) HRCF II will redeliver the Genset to GS 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 GS's option, GS may promptly provide a replacement Genset that complies with such changed convention, law, rule, or regulation, or (iii) GS may elect to terminate the Lease for that Genset. 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 GS. The per diem rental rate for such Genset will be adjusted so that the cost of the modification, improvement, or replacement is recouped by GS over the remaining useful life of the Genset at the time as determined in accordance with Generally Accepted Accounting Principles ("GAAP").

7. **CASUALTIES.** If a Genset 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 GS receives proof of such occurrence and receipt of the Stipulated Replacement Value thereof.
8. **RETURN OF GENSET.** Upon termination of the lease of a Genset, HRCP II will return Genset to the GS's depot in Norfolk, Virginia. Upon redelivery of the Genset to GS by HRCP II, the Genset must meet the Standards. Prior to redelivery of Genset to the GS, HRCP II and GS shall inspect the Genset at HRCP II's facility. HRCP II shall have the opportunity to repair all identified repairs necessary to put the Genset in the condition required at redelivery. If HRCP II has made all repairs necessary to put the Genset in the condition required at redelivery, then HRCP II shall not be responsible for any repairs once the redelivered Genset is so repaired and leaves HRCP II's facility other than damages incurred during transportation of the Genset to GS'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 GS. Rent shall stop when the Genset is returned to the GS in compliance with this Section.
9. **WARRANTIES.** GS represents and warrants to HRCP II that all Gensets provided pursuant to a Solicitation will upon delivery to HRCP II will comply with the applicable Solicitation. GS makes no other representations or warranties (i) as to the condition of the Gensets, (ii) that the Gensets meet the requirements or regulations of any country or other political subdivision within which HRCP II may use or operate the Gensets, or (iii) as to the Genset'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. GS shall enforce, or assign or otherwise make available to HRCP II to enforce, all warranties on the Genset from the manufacturers of the Genset and components thereof.
10. **INDEMNIFICATION.** HRCP II agrees to defend, indemnify, and hold harmless GS, 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 GS resulting from the lease, operation, use, storage, or possession of Gensets by HRCP II except with respect to latent defects in the Genset 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 GS in its reasonable discretion:
 - a. Chassis Pool Operator insurance with limits (including excess) of at least \$30,000,000 per occurrence/aggregate. GS 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 GS as an additional insured. Upon GS's request, HRCP II will furnish to GS 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 GS if the policies are canceled, materially changed, or not renewed.

12. **OWNERSHIP RIGHTS.** Gensets will at all times remain the property of GS, and HRCP II will not acquire any ownership rights, title or interest of any nature in Genset by paying rental or other charges hereunder, or complying with or exercising any of GS'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 Gensets leased hereunder so long, and only so long, as HRCP II is not in default hereunder.
13. **INTERCHANGE PERMITTED.** Gensets leased to HRCP II pursuant to this Lease may be used in connection with 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 GS for all rental and other obligations under this Lease.
14. **QUIET ENJOYMENT.** GS 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 Gensets shall not be disturbed.
15. **IDENTIFYING MARKS.** Unless otherwise agreed in writing, Gensets will have GS'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 connection with HRCP II's Chassis Pool, HRCP II shall not, without GS's written consent, sublease the Genset or assign or encumber this Lease or any interest therein, in whole or in part, or encumber the Genset in any manner.
 - b. GS may sell, transfer, delegate, pledge or assign all or any part of its rights, title and interest in the Genset 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 GS 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 GS (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, GS may terminate this Lease and all Lease Supplements and require HRCP II to return all Gensets to GS 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 GS for default or breach of this Lease.
19. **WAIVERS.** No express or implied waiver by GS 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 GS 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 GS, HRCF II will furnish to GS the most recent financial statements of Virginia International Terminals, LLC made available to the public.
21. **CONFIDENTIALITY.** Except as required by law, both HRCF II and GS shall keep confidential (i) the rates and other terms of this Lease and the Lease Supplements and (ii) all financial information provided by HRCF II to GS 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 Genset subject to a Lease Supplement or Prior Lease Supplement which has not expired.
23. **NOTICES.** All notices to HRCF 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: Art Ellerman**, 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 GS must be in writing and must be hand-delivered or sent via Federal Express or other overnight courier requiring a receipt to the GS'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 HRCF II and GS 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.** GS 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. **ENTIRE AGREEMENT; AMENDMENTS.** This Lease, the Lease Supplements, and the Prior Lease Supplements constitute the entire agreement between the parties pertaining to the Gensets. 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.

SIGNATURE PAGE FOLLOWING

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

[GS]

By:

Printed Name:

Title:

Date:

HRCP II, L.L.C.

By:

Printed Name:

Title:

Date:

EXHIBIT B

APPENDIX I TO MASTER LEASE AGREEMENT

LEASE SUPPLEMENT

No.: _____

This Lease Supplement is dated as of _____, 2023, and is a Lease Supplement to that certain Master Lease Agreement dated _____, 20__ (the "Lease"), between _____ ("Genset Supplier" or "GS") 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 GENSET:** The number, description(s), identification numbers, delivery date(s), and other information the Genset subject to this Lease Supplement are on **Exhibit A** attached hereto. (each such unit is referred to in this Leasing Schedule as a "Genset").
- II. **LEASE TERM:** The lease term for each Genset subject to this Lease Supplement ("Lease Term") shall commence on the date the Genset is delivered to and 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 Genset 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 Genset.
- III. **RENTAL RATES FOR GENSETS:** The following rates will be applicable from date each Genset is delivered to and accepted by HRCP II and shall remain in effect for the Lease Term:

EXAMPLE: *Genset Model _____ - \$-.- per day per genset*

EXHIBIT A FOLLOWS

Witness the following signatures and seals:

[GS]

By:

Printed Name:

Title:

Date:

HRCP II, L.L.C.

By:

Printed Name:

Title:

Date:

EXHIBIT C

SPECIFICATION FOR UNDERMOUNT GENSET

Bidders are asked to provide estimated rates for the following Thermo King SG-5000 Series or Equivalent 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



SG-5000 the new reference

Design, Test & Monitor

SG5000 improvements

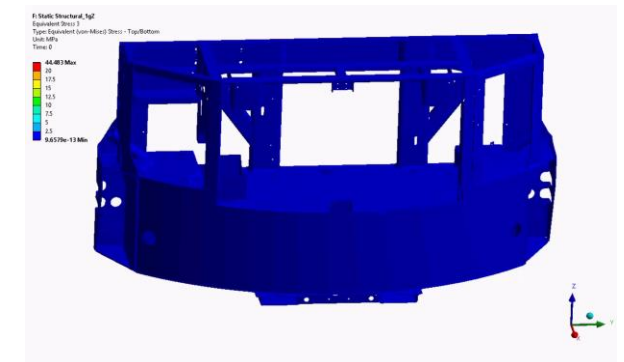
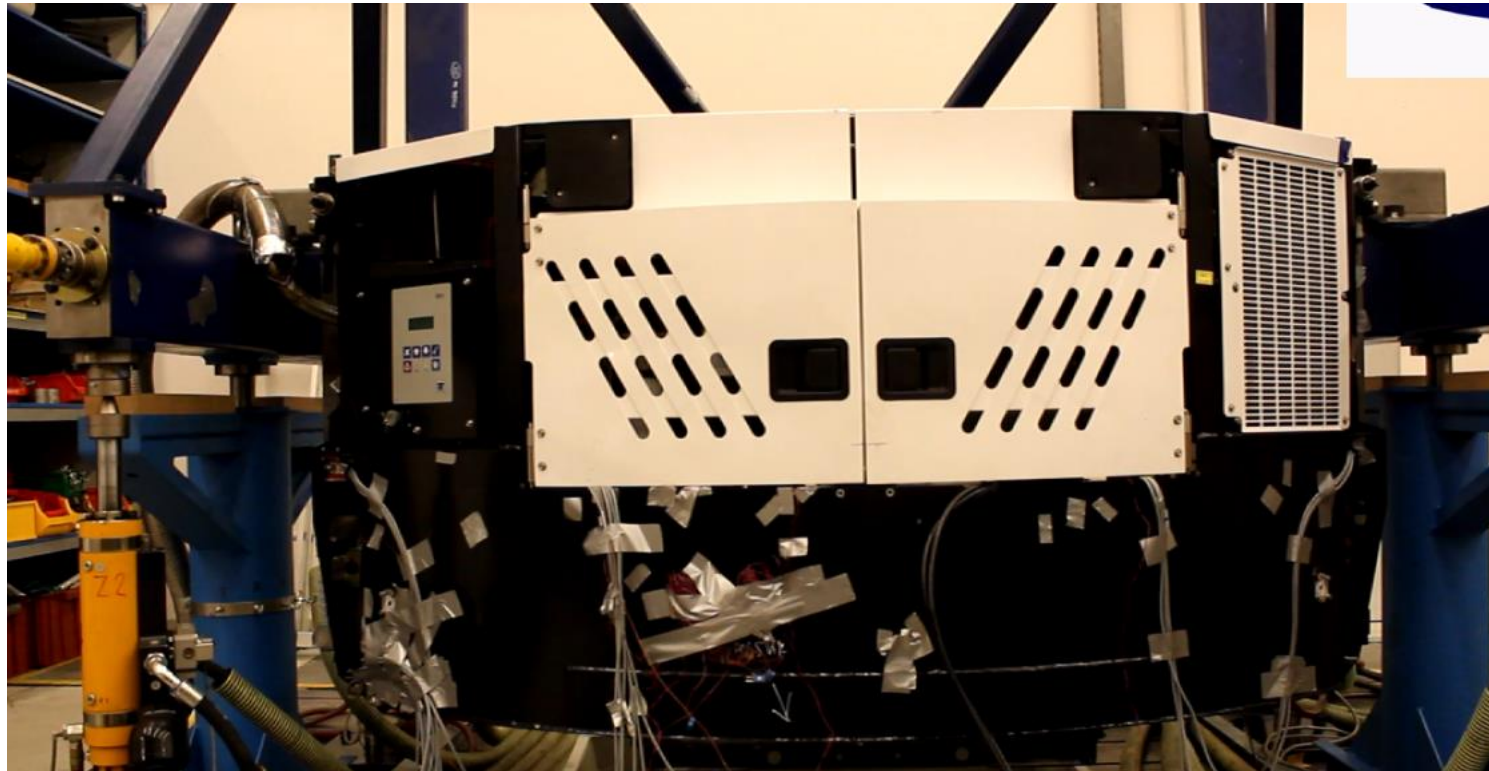
- Engine
 - **Proven reliability**, 6 years in S-600 TRU.
 - 5% more horsepower while removing turbo charger
 - **No timing belt**
 - **Direct drive fan** – ZA motor removed
 - **Over 100,000** engines installed on TK trailer reefer units in **all ambient conditions**
- Alternator
 - **190mm** stack length – **14% greater capacity** v SG4000(145mm): **proven reliability and oversized**
- Frame
 - **Fully-automated** robotic welding process & inspection
 - Advanced **solvent pre-treatment** process for greater corrosion resistance.
 - **Weekly audits** on frame corrosion resistance
 - Higher strength low alloy steel compared to SG4000i frame

SG5000 improvements cont.

- Fuel system
 - Improved **dual fuel filtration**, and easy water separation
- Service
 - Design for service program conducted.
 - Serviceable components all located for easy access – wide double doors
- Controller
 - New SG+1.5 controller with quality improvements (Corrosion resistance)
 - USB port for easy access to event data log

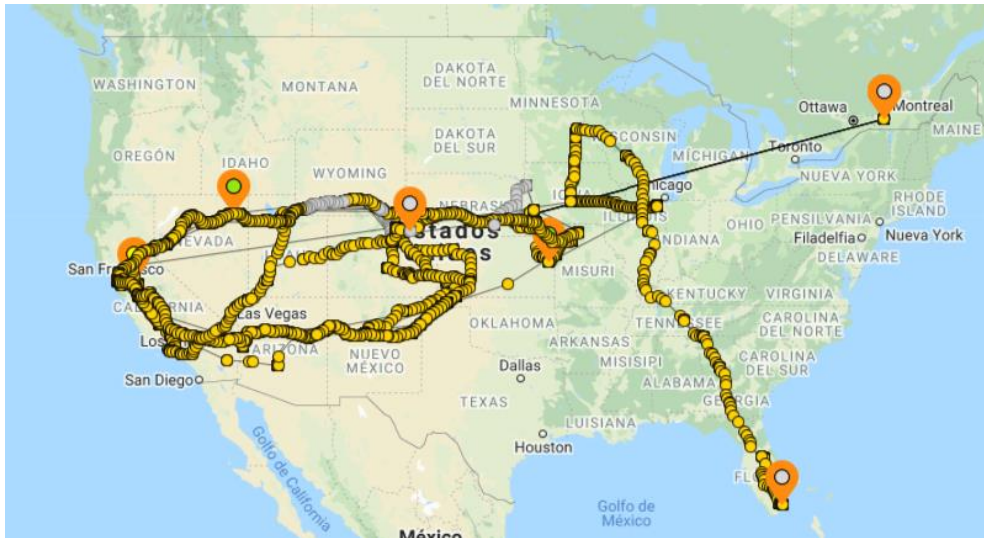
SG5000 improvements cont.

- Guaranteed frame integrity through all conditions.
 - Rigorous design simulation & **MAST testing** to 1.9 million miles
(MAST = Multi Axial Shaking Test – Thermo King unique testing facility in Prague)



Field trial

- **Successful field trial** ongoing since April 2020.
- **6 Clip-Ons & 3 Underslung** in test.
- Includes telematics trial since July 2020
- Positive comments from all customers involved:
 - **100% trouble free**



Actual itinerary sample thru telematics GPS reading



Fuel consumption test

- Third party test location: Conglobal West, Wilmington, CA
 - Thermo King Magnum Plus installed to OOCL 40'box
 - Gensets: SG-5000, Carrier RG15, Taylor T15U.
-
- Reefer was run with a setpoint of 0F in a varying ambient of 72F to 78F to determine the fuel consumption of each genset.
 - An internal 4kW heater was placed in the box to simulate cargo load.
 - Fuel consumption was measured using a weighing scales



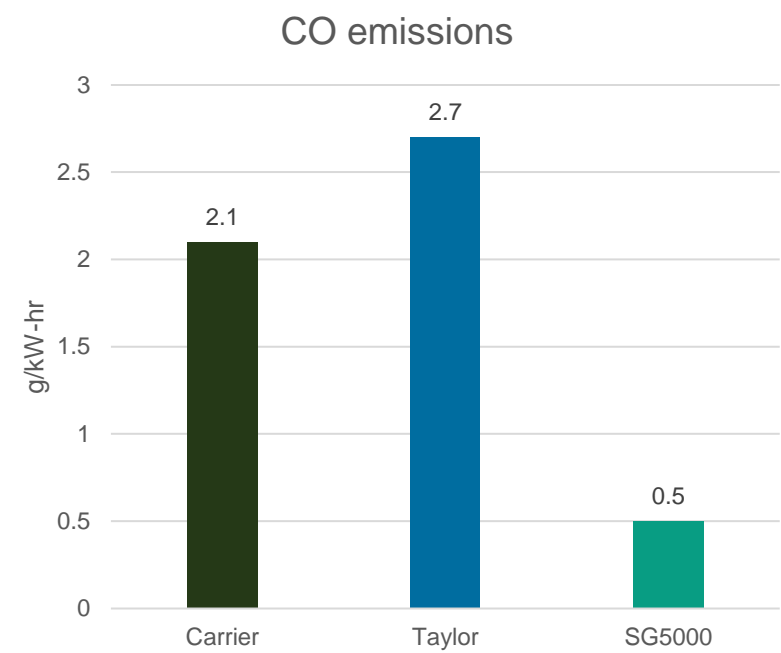
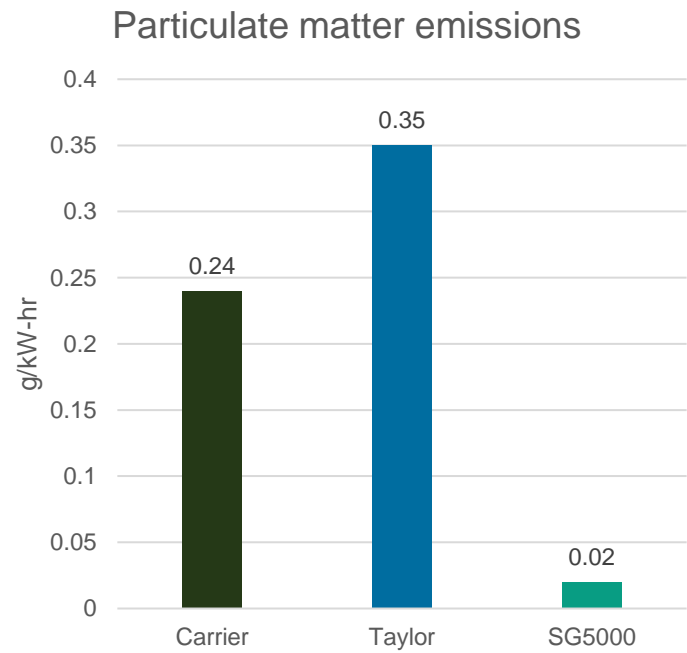
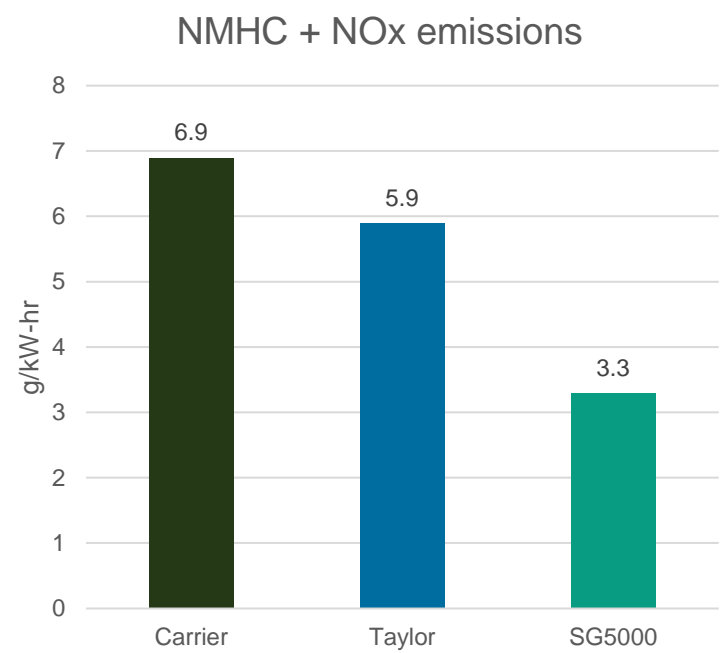
Unit	Manufacture date
Magnum Plus	Aug 2019
SG-5000	July 2020
Carrier RG15	Oct 2019
Taylor T15U	Sept 2016

Test results

Genset	Fuel consumption per day	Versus SG-5000
SG-5000	5.9 gallons	-
Carrier RG15	6.4 gallons	+9%
Taylor T15U	7.5 gallons	+26%



Genset emissions comparison



Sustainability with Thermo King

GENSET OPERATIONAL COST AND SUSTAINABILITY COMPARISON

	Taylor	Carrier	SG5000
Consumption(gal/hr)	0.31	0.27	0.25
<u>Yearly comparisons</u>			
Fuel cost	\$937.50	\$800.00	\$737.50
CO2 emissions (kg)	9515.63	8120.00	7485.63
NMHC + NOx (kg)	69.14	69.00	30.42
Particulate Matter (kg)	4.10	2.40	0.18
CO emissions (kg)	31.64	21.00	4.61

Fuel cost \$/gallon: 2.22
Operating hours/Year: 3000

Main Features and competitive advantages of Thermo King Telematics


Benefits (Feature)		NBA (Next Best Alternative)
Standard offering (Telematics module)	✓	✗
Compliance (CARB for life)	✓	✗
Fleet localization (Geo position & geofencing)	✓	✓
Minimise fuel costs (Fuel sensor)	✓	✓
Prevent dead battery event (Battery level even when off)	✓	✓
Increase fleet status visibility (Controller parameters)	✓	✗
Remote diagnosis (40+ controller alarms)	✓	✗
Maintenance planning (Run Hours & Maintenance reminders)	✓	✗
Monitor specific fleet events (Custom Notifications)	✓	✗

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):

D. ☐ Bidder/offeror currently have a pending application before the SCC for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals (HRCPII reserves the right to determine in its sole discretion whether to allow such waiver)

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

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

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION

EXHIBIT E
EXCEPTION PAGE
(Submit with RFP/IFB)

EXCEPTIONS:

Provider must sign the appropriate statement below, as applicable:

☐ Provider understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: _____

Signature: _____

☐ Provider takes exception to terms, conditions, requirements, or specifications stated herein

(Provider must itemize all exceptions below, and return with their bid/response):

Firm: _____

Signature: _____

Providers should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed “non-responsive”, risking the rejection of their submittal.

Bid/Proposal Results

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION
(Submit with RFP/IFB if Applicable)

Trade secrets or proprietary information submitted by an bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the bid in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire bid document, line item prices, and/or total bid prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the bidder refuses to withdraw such a classification designation, the bid will be rejected.

[illegible]

EXHIBIT G
Request for Taxpayer
Identification Number and Certification

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

► 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 C Corporation S Corporation Partnership Trust/estate Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► 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. Other (see instructions) ►	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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
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 Requestor for guidelines on whose number to enter.

Social security number								
				-				

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 ►

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 SBSD online portal at <https://www.sbsd.virginia.gov/certification/>

Bidder/Respondent Name: _____

Preparer Name: _____

Date: _____

Instructions

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

Section A

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

<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).

<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

EXHIBIT K

Vendor Data Sheet

The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Vendor's Primary Contact:
Name: _____ Phone: _____
3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
_____ Years _____ Months
4. Vendor Information: eVA Vendor ID or DUNS Number: _____
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____
Phone: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

B. Company: _____ Contact: _____
Phone: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____
Phone: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____
Phone: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____