



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

Invitation for Bids

**IFB #2019-03-HRCP II**

**Chassis Lease – 3450 Chassis**



**THE PORT OF  
VIRGINIA®**

<b>GENERAL INFORMATION</b>	
<b>INVITATION FOR BIDS TITLE</b>	Chassis Lease
<b>INVITATION FOR BIDS (IFB) NO:</b>	2019-03-HRCP II
<b>ISSUE DATE:</b>	March 10, 2019
<b>GENERAL DESCRIPTION:</b>	Adding a total of 3450 additional chassis to supplement the fleet related to volume increases.
<b>DIRECT INQUIRIES FOR INFORMATION TO:</b>	Neal Dewing at <a href="mailto:proposals@vit.org">proposals@vit.org</a>  *Deadline for questions: March 15, 2019 @2:00 p.m. to <a href="mailto:proposals@vit.org">proposals@vit.org</a>
<b>BIDS DUE DATE:</b>	March 20, 2019 @ 2:00 p.m. to <a href="mailto:proposals@vit.org">proposals@vit.org</a>
<b>CONTRACT TERM:</b>	5 Year Lease
<b>EXPECTED DELIVERY:</b>	Beginning July 1, 2020
<b>ITEMS TO BE RETURNED (sign and include with your response to this solicitation):</b>	THIS IFB CONSISTS OF THE COVER PAGES, and EXHIBIT A – MASTER LEASE AGREEMENT EXHIBIT B – APPENDICES TO MASTER LEASE AGREEMENT EXHIBIT C – SPECIFICATION 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
<b>Name and Address of Bidder</b>	By
	Signature _____ Title _____ Date _____ Telephone Number _____ Email _____

**HAMPTON ROADS CHASSIS POOL II, LLC**  
**Invitation For Bid #2019-03-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 Master Lease Agreements through competitive sealed bids for the lease of 3,450 new Chassis for our Chassis Pool.
- II. Statement of Needs                   The Port of Virginia 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, HRCP II is looking to acquire new Chassis. Among the new Chassis to be acquired are: 150 x 20' Sliders; 3000 x 40' GN; 300 x 40/45 GN Sliders, which are the subject of this IFB. The Contractor(s) selected shall furnish the Chassis in accordance with Exhibit C, "Specifications for Chassis."
- III. Bid Preparation and Submission Requirements                   In order to be considered for selection, bidders must submit a complete response to this IFB. A complete response includes a return of the signed IFB cover pages attached to the Bidder's bid as well as any Addenda that may be issued. The "Bid form" must be complete and all applicable Exhibits. In order to be considered for selection, Bidders must submit a complete response to this IFB. All distribution of documents, questions and answers will be posted to <http://www.portofvirginia.com/about/policies/procurement/>. **IFB responses must be received by 2:00 PM EDT, March 20, 2019.** Responses shall be emailed to **proposals@vit.org**. Bids shall be signed by an authorized representative of the Bidder. **Failure to submit all information requested may result in: (1) HRCP II requiring prompt submission of missing information or (2) 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@vit.org** by the designated date and hour.
- IV. Ownership of Data Submitted Pursuant to the IFB                   Ownership of all data, materials and documentation prepared for 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. HRCF 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
20' Sliders	150	\$
40' GN	3000	\$
40/45 GN Sliders	300	\$

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

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

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

Company Name: \_\_\_\_\_

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

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

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

Signature \_\_\_\_\_

Legal Representative of Firm

Printed Name

Date

## Master Lease Agreement

This Master Lease Agreement (“Lease”) is entered into on this \_\_\_ day of \_\_\_\_\_, 2018, 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 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.

“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”), 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 HRCF II. HRCF II and CES shall inspect the chassis and complete a chassis Interchange Report ("CIR"). HRCF II may reject a chassis if in HRCF 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 HRCF 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 HRCF II. Upon acceptance of a Chassis by HRCF II, Chassis will become a "Chassis" subject to this Lease.

3. **RENTAL AND OTHER CHARGES.** HRCF II will pay rent to CES for Chassis at the rates stated in the applicable Lease Supplement covering the Chassis. All charges associated with the devanning of the Chassis will be paid for by CES. HRCF 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 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 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 HRCF II as lessee of the Chassis 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 CES.

4. **MAINTENANCE AND REPAIR OF CHASSIS.**

a. HRCF 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 HRCF 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.** HRCF II will not make or authorize any unlawful use of Chassis. HRCF II will require compliance with all loading limitations and safety requirements prescribed by the manufacturer of Chassis. HRCF 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 HRCF II pays the Stipulated Value of the Chassis. HRCF 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, 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 Chassis. HRCF II will comply with all requirements for maintenance of records and reporting to governmental and other applicable authorities. HRCF II agrees to hold CES 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 Chassis in order for such Chassis to be lawfully

operated, then (i) HRCF 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 HRCF 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 HRCF II is damaged beyond repair, lost, stolen, destroyed, or confiscated, HRCF 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, HRCF II will return Chassis to the CES's depot in Norfolk, Virginia. Upon redelivery of the Chassis to CES by HRCF II, the Chassis must meet the Standards and the Tire Standards. Prior to redelivery of Chassis to the CES, HRCF II and CES shall inspect the Chassis at HRCF II's facility and complete a CIR. HRCF II shall have the opportunity to repair all identified repairs necessary to put the Chassis in the condition required at redelivery. If HRCF II has made all repairs necessary to put the Chassis in the condition required at redelivery, then HRCF II shall not be responsible for any repairs once the redelivered Chassis is so repaired and leaves HRCF II's facility other than damages incurred during transportation of the Chassis to CES's depot by HRCF II's trucker which are promptly documented and communicated to HRCF 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 HRCF II that all Chassis provided pursuant to a Solicitation will upon delivery to HRCF 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 HRCF 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 HRCF II. CES shall enforce, or assign or otherwise make available to HRCF II to enforce, all warranties on the Chassis from the manufacturers of the Chassis and components thereof.

10. **INDEMNIFICATION.** HRCF 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 HRCF II except with respect to latent defects in the Chassis existing when delivered to HRCF II.

11. **INSURANCE.** HRCF 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 HRCF 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, HRCF 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 HRCF 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 HRCF II hereunder is the right to possess and use Chassis leased hereunder so long, and only so long, as HRCF II is not in default hereunder.

13. **INTERCHANGE PERMITTED.** Chassis leased to HRCF II pursuant to this Lease may be used in HRCF II's Chassis Pool, including use by steamship lines which will interchange to motor carriers, and direct interchange by HRCF II to motor carriers. Notwithstanding any such interchange, HRCF II will remain obligated to CES for all rental and other obligations under this Lease.

14. **QUIET ENJOYMENT.** CES covenants that so long as HRCF II is not in default under this Lease or any applicable Lease Supplement, HRCF 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 HRCF II.

16. **ASSIGNMENT AND SUBLEASE.**

a. Other than for use in the Chassis Pool, HRCF 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 HRCF II's rights under this Lease.

17. **TIME IS OF THE ESSENCE.** Time is of the essence of this Lease

18. **DEFAULT.** HRCF II shall be in default of this Lease if any of the following events occurs and continues: (i) HRCF II fails to pay any sum or sums to be paid hereunder when the same become due; (ii) HRCF 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 HRCF II by CES (provided that no default shall occur if cure of such default takes more than ten (10) days and HRCF II commences cure within such ten (10) day period and diligently prosecutes the cure); (iii) HRCF 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) HRCF II seeks appointment of a receiver or trustee for it or any substantial part of its assets; or (v) HRCF II takes any corporate action to authorize any of the actions set forth above; or (vi) the seizure or nationalization of HRCF II or a material part of HRCF II's assets by any government or any governmental instrumentality. In the event of default by HRCF II, CES may terminate this Lease and all Lease Supplements and require HRCF 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 HRCF 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 HRCF II's rights hereunder.

20. **FINANCIAL REPORTS.** Upon request by CES, HRCF 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 HRCF 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 HRCF 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 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: \_\_\_\_\_, 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 HRCF 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.** HRCF 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]

**HRCF II, L.L.C.**

By: \_\_\_\_\_ (SEAL)  
Name and title:

By: \_\_\_\_\_ (SEAL)  
Name and title:

**LEASE SUPPLEMENT**

No.: \_\_\_\_\_

This Lease Supplement is dated as of \_\_\_\_\_, 20\_\_, and is a Lease Supplement to that certain Master Lease Agreement dated \_\_\_\_\_, 20\_\_ (the "Lease"), between \_\_\_\_\_ ("CES") and HRCP II, LLC ("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:

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

By: \_\_\_\_\_ (SEAL)  
Name and title: \_\_\_\_\_

**[CES]**

By: \_\_\_\_\_ (SEAL)  
Name and title: \_\_\_\_\_

**EXHIBIT A TO LEASE SUPPLEMENT**

**No.:** \_\_\_\_\_

<b>Count</b>	<b>Type of Chassis</b>	<b>Year</b>	<b>Make</b>	<b>Required Date of Delivery by CES</b>	<b>Date of Acceptance by HRCP II</b>

## **APPENDIX II TO MASTER LEASE AGREEMENT**

### **Tire Standards**

1. Each tire shall be returned with tread depth not less than  $3/32$ ".
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  $3/32$ " between average tread depth and flat spots. Cracking, without other damage, shall not be considered damage.
4. No tire on any Chassis shall have a tread depth variance of more than  $4/32$ ".

## EXHIBIT C

### SPECIFICATION FOR CHASSIS

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

- 150 x 20' Sliders – 25 per month
- 3,000 x 40' GN – 250 per month
- 300 x 40/45 GN Sliders- 25 per month
- Delivery to begin July 1, 2020
- Delivery of assets – Norfolk or Portsmouth
- Lease terms to be from 5 years
- New OEM chassis
- Radial Tires – Westlake IIR22
- Hub-Piloted Disc Wheels and Anti-Lock Braking Systems
- LED Lighting - Optronics
- Color – POV Blue
- Branded with POV logo on main rails
- Termination Point at end of lease terms – Hampton Roads, VA
- Please verify and distinguish assets already stateside the will not be subject to future tariffs when quoting your rates.
- Multiple bidders may be selected
- Chassis must arrive plated and decaled

**EXHIBIT D**

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

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

Pursuant to Virginia Code §2.2-431.2 an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized.

If this proposal for goods or services is accepted by VPA the undersigned agrees that the requirements of the Code of Virginia Section §2.2-431.2 have been met.

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

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

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

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

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

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

\_\_\_\_\_  
Legal Name of Offeror/Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

**RETURN THIS PAGE WITH COPIES OF DOCUMENTATION**

**EXHIBIT E**  
**EXCEPTION PAGE**  
**(Submit with RFP/IFB)**

**EXCEPTIONS:**

Provider must sign the appropriate statement below, as applicable:

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

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

( ) Provider takes exception to terms, conditions, requirements, or specifications stated herein (Provider must itemize all exceptions below, and return with their bid/response):

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**Bid/Proposal Results**





**Request for Taxpayer  
Identification Number and Certification**

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

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

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

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

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

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

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

**Purpose of Form**

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

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

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- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

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

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

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

### Line 2

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

### Line 3

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

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

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

## Line 5

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

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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



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

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

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

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

**3. Real estate transactions.**

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

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

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

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

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

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

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

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

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

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

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

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

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

## Privacy Act Notice

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

## EXHIBIT H

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

#### Definitions

**Small Business:** "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Note: SBSB-certified women- and minority-owned businesses shall also be considered small businesses when they have received SBSB small business certification.

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

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

**All small businesses must be certified by the Commonwealth of Virginia, Small Business and Supplier Diversity (SBSB) to participate in the SWAM program. Certification applications are available through SBSB online at [www.dmbv.virginia.gov](http://www.dmbv.virginia.gov) (Customer Service).**

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

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

#### Instructions

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

#### Section A

If your firm is certified by the Small Business and Supplier Diversity (SBSB), are you certified as a (**check only one below**):

\_\_\_\_\_ Small Business

\_\_\_\_\_ Small and Women-owned Business

\_\_\_\_\_ Small and Minority-owned Business

Certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

**Section B**

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

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

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



## Section C

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

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

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



**EXHIBIT J**

**Hazardous Substance Self-Disclosure**

**(Submit with RFP/IFB)**

Company Name	
Company Representative	
Contact Information (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: