

September 24, 2020

Daniel Allen, Director of Sales  
Ryder Truck Rental Inc.  
D.B.A Ryder Transportation Services  
8380 Terminal Road  
Lorton, VA 22079

Reference: RFP 200003038 - Lease of Food Services Trucks and Vans

Dear Mr. Allen:

**Acceptance Agreement**

**Contract Number: 4400010042**

This acceptance agreement signifies a contract award to Ryder Truck Rental Inc. for the lease of food services trucks. The period of the contract shall be from the date of award through September 30, 2025, with five (5) one-year renewal options.

The contract award shall be in accordance with:

1. This Acceptance Agreement;
2. The Terms and Conditions of RFP 200003038- Lease of Food Services Trucks and Vans and any addenda;
3. Your Proposal dated February 28, 2020;
4. The signed Memorandum of Negotiations.

Please note that this is not an order to proceed. A purchase order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Special Provisions Paragraph 16, *Insurance* within ten (10) days after receipt of this letter.

Sincerely,



Michelle R. Pratt  
Director

MRP/lis

September 24, 2020

**MEMORANDUM OF NEGOTIATIONS**  
RFP 2000003038  
Lease of Food Services Trucks and Vans

The County of Fairfax, Fairfax County Public Schools (hereinafter called the County or FCPS) and Ryder Truck Rental Inc. D.B.A Ryder Transportation Services (hereinafter called the Contractor) hereby agree to the following in the execution of Contract 4400010042. The final contract contains the following items:

1. Fairfax County's Request for Proposal RFP 2000003038 and all Addenda;
2. Contractor Technical and Business proposal as amended by this Memorandum of Negotiations;
3. Revised Pricing Schedule;
4. The Memorandum of Negotiations;
5. Ryder's Truck Lease and Service Agreement (TLSA) (Attached);
6. Ryder's Master Schedule A (Attached)
7. Ryder's Master Schedule A Appendix (Attached)
8. Ryder's Amendment to Schedule A (Attached)
9. All subsequent amendments to the contract.

The following are to be included in the contract:

1. Notwithstanding anything to the contrary, the Lease Term shall be as follows:
  - (a) For 24ft refrigerated used, diesel trucks lease term will be for five (5) years with five (5) one-year renewal options;
  - (b) For 16ft box trucks, existing models lease term will be for one (1) year, with no renewal;
  - (c) For 16ft box trucks, used, diesel trucks lease term will be for five (5) years with five (5) one-year renewal options;
2. Special Provisions, Paragraph 19. CONTRACT INSURANCE PROVISIONS:  
  
Deleted. Reference TLSA Amendment to Schedule A
3. General Conditions and Instructions to Bidders, Appendix A: Paragraph 29.  
TERMINATION FOR CONVENIENCE:  
  
Deleted. Reference TLSA and Schedule A.
4. The Pricing Schedule attached to this Memorandum of Negotiations shall be included in the contract.

All other prices, terms, and conditions remain the same.

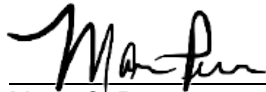
ACCEPTED BY:



\_\_\_\_\_  
Daniel Allen, Director of Sales  
Ryder Truck Rental Inc.  
D.B.A Ryder Transportation Services

\_\_\_\_\_  
9/18/2020

Date



\_\_\_\_\_  
Maria C. Perrone,  
Director, Food & Nutrition Services  
Financial Services

\_\_\_\_\_  
9/23/2020

Date



\_\_\_\_\_  
Michelle R. Pratt, Director  
Office of Procurement Services

\_\_\_\_\_  
9/24/2020

Date

**PRICING SCHEDULE**

**LEASE**

<b>Truck Type</b>	<b>Model</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extension Total</b>	<b>Lease Term</b>
24ft Refrigerated Truck	Used; diesel	7	\$2,650.00	\$18,550.00	5 Years
16ft Box Truck	Exiting Models	17	\$810.00	\$13,770.00	1 Years
16ft Box Truck	Used; diesel	2	\$810.00	\$1,760.00	5 Years

**RENTAL**

<b>Truck Type</b>	<b>Quantity</b>	<b>Daily Rate</b>	<b>Weekly Rate</b>	<b>Mileage</b>
16ft Box Truck	5	\$50.00	\$250.00	\$0.09



**Ryder ChoiceLease Full Service**  
**TRUCK LEASE & SERVICE AGREEMENT (TLSA)**  
**SCHEDULE A**

<b>Customer Name:</b> FAIRFAX COUNTY PUBLIC SCHOOLS	<b>Customer Vehicle Domicile:</b> See Appendix 1.	<b>Lessee Number:</b> 21655
<b>Ryder Maintenance Facility Number &amp; Name:</b> See Appendix 1.	<b>Schedule A No.</b> 349414	<b>Schedule A Date:</b> September 18th, 2020
		<b>TLSA Date:</b> September 29th, 2016

1. **Vehicle:** Each of the vehicles (each a "Vehicle" and collectively the "Vehicles") listed in Appendix 1 ("Appendix") to this Schedule A shall be a Vehicle (as that term is defined in the TLSA Agreement (the "TLSA" or "Agreement")). Each Vehicle and Appendix are expressly incorporated into this Schedule A and the TLSA. Terms for each Vehicle are listed in Appendix.
2. **Lease Terms:** See Appendix.
3. **Vehicle Component Information:** See Appendix.
4. **Vehicle Lease:** The lease of each Vehicle listed on this Schedule A shall constitute a separate and independent lease agreement subject to the terms and conditions contained in: (i) the TLSA; (ii) any amendments to the TLSA; (iii) this Schedule A; and (iv) any other written agreement between Ryder and you regarding that Vehicle (including, without limitation, any Vehicle Purchasing Customer proposal Specifications Sheets signed by Customer). Any reference to the TLSA contained in any of the foregoing documents shall be deemed to refer to each and every Vehicle lease. Payments relating to an invoice for multiple Vehicles will be allocated on a pro-rata basis among the covered Vehicles. The terms of this Schedule A apply to all Vehicles listed on this Schedule A and are part of each respective Vehicle lease. If there is a conflict between the terms of this Schedule A and any other terms of the TLSA, then the terms of this Schedule A will apply.
5. **Investment:** The Original Value, Monthly Depreciation and Fixed Charge Per Month listed on this Schedule A are based, in part, upon the manufacturer's quoted price as of the date you execute this Schedule A. If the manufacturer's quoted price increases prior to the Date of Delivery of a Vehicle, then you agree that for each \$50 increase in price (or fraction thereof), Original Value shall be increased by \$50.00, Monthly Depreciation shall be increased by \$0.65, and the Fixed Charge per Month shall be increased by \$1.30.
6. **Original Identification Cost:** \$0. If this amount varies by \$50.00 or more in price, the Original Value, Monthly Depreciation and Fixed Charge per Month will be adjusted as indicated in Section 5 above.
7. **Estimated Annual Mileage:** You may not operate any Vehicle more than [See percentage in Appendix] in excess of the Estimated Annual Mileage in any 12-month period. If during any 12-month period, the actual miles on any Vehicle exceeds the Estimated Annual Mileage listed on this Schedule A by [See percentage in Appendix], then, in addition to all other rights and remedies hereunder, Ryder will assess a surcharge of \$0.0000 per mile for all miles over the Estimated Annual Mileage and you agree to pay this surcharge in addition to all other amounts due Ryder within the time provided in the TLSA. You will not be entitled to a credit or carry forward if actual annual miles are less than the Estimated Annual Mileage .
8. **Estimated Annual Engine Hours for Refrigerated Trailers and Straight Trucks ("Refrigerated Vehicles"):** You may not operate any Vehicle more than [See percentage in Appendix] in excess of the Estimated Annual Refrigeration Hours during any 12-month period. If during any 12-month period, the actual refrigeration hours on any Vehicle exceeds the Estimated Annual Refrigeration Hours by [See percentage in Appendix], then Ryder will assess a surcharge of [See percentage in Appendix] of the Refrigeration Hourly Rate for all hours in excess of the Estimated Annual Refrigeration Hours and you agree to pay this surcharge in addition to all other amounts due Ryder within the time provided in the TLSA. You will not be entitled to a credit or carry forward if actual annual hours are less than the Estimated Annual Refrigeration Hours.
9. **Estimated Annual Standby Refrigeration:** Not Applicable.
10. **The CPI Base Index:** Not applicable.
11. **Per Vehicle Annual Allowances:** The allowances described below are included in the Fixed Charge Per Month. If the actual cost of

any item(s) listed below, including any costs incurred in states other than those listed, exceeds the annual allowance amount for that item, then you agree to pay Ryder the excess, in addition to all other lease charges.

Description	Annual Allowance Amount
Vehicles listed on this Schedule A operate in State(s) of: VA	
State Motor Vehicle License, Registration and Inspection fees	\$0.
IFTA / Mileage Tax Permits	\$0.
Federal Heavy Vehicle Use Taxes	\$0.
Personal Property Taxes	\$0.

**12. Vehicle Related Services:**

Vehicle Related Services	Provided By/Comments
Substitute Vehicles	Ryder.
Exterior Washing	Ryder.
Safety Services	Ryder.
Licensing	See Appendix.
IFTA/ Mileage Tax Permitting & Reporting	Ryder.
Tires	See Appendix.
Other Services	None.

**13. Fuel:** Ryder will provide fuel for the Vehicles and charge you for any fuel it provides in accordance with the terms of the TLSA and in addition to all other charges. All fuel used in the Vehicle that is obtained from a third party other than Ryder shall be of a type and grade that meets all manufacturers' recommendations and the requirements of applicable law.

**14. Party Responsible for Liability Insurance:**

If **Customer** is designated on Appendix, the following applies. Combined Single Limits per occurrence: \$1,000,000. Ryder Truck Rental LT and Ryder Truck Rental, Inc. shall each be an additional insured under your Liability Insurance policy and a beneficiary of your indemnities in accordance with the TLSA. Your certificate of insurance must include by special endorsement or otherwise, Ryder as an additional insured for all vehicles leased, rented, substituted or supplied to you by Ryder. The Liability Insurance must be equal in scope in all respects to the insurance coverage provided to you.

If **Ryder** is designated on Appendix, the following applies. Combined Single Limits per occurrence: \$1,000,000. Customer Deductible per occurrence: [see amount in Appendix]. You agree that Ryder shall have the sole right to conduct accident investigations and administer claims handling and settlements and you shall adhere to and accept Ryder's conclusions and decisions. In addition to Ryder's other driver requirements in the Agreement, each Vehicle shall only be operated by a properly licensed driver who is at least 21 years of age and has a minimum of one year of commercial driving experience. Notwithstanding anything to the contrary, upon at least 30 days written notice from Ryder, the aforementioned rates, limits, deductibles, policies or other terms and conditions can be modified or cancelled in Ryder's sole discretion.

**15. Party Responsible for Physical Damage:**

If **Customer** is designated on Appendix, the following applies. You shall be responsible for all loss or damage to the Vehicle(s) in accordance with the TLSA. Charges will not abate while a Vehicle is being repaired for Physical Damage during the lease term or at expiration. If a Vehicle is lost, stolen or damaged beyond economic repair, then you agree to pay Ryder its purchase price at the time of loss and related costs and expenses as determined under the TLSA. At the expiration of a Vehicle's Term In Months (or upon earlier termination if you are not required to purchase the Vehicle), you shall pay Ryder the cost to de-identify each Vehicle and return the Vehicle to the Ryder service location listed on this Schedule A in good and working order without Physical Damage (normal wear and tear excepted). If you fail to do so, you shall continue to be liable for all obligations under this Agreement until you return the Vehicle to Ryder in accordance with this provision.

If **Ryder** is designated on Appendix, the following applies. Customer deductible per occurrence, per Vehicle is [see amount in Appendix]. If windshield damage deductible waiver is applicable for a Vehicle under this Schedule A, as designated in the Appendix, Ryder shall provide windshield damage protection for such Vehicle and any claim for windshield damage shall be at a \$0.00 deductible. In addition to Ryder's other driver requirements in the Agreement, each Vehicle shall only be operated by a

properly licensed driver who is at least 21 years of age and has a minimum of one year of commercial driving experience. Notwithstanding anything to the contrary, upon at least 30 days written notice from Ryder, the aforementioned rates, limits, deductibles, policies or other terms and conditions can be modified or cancelled in Ryder's sole discretion.

**16. Other:**

**Pick-up and Delivery:** When the applicable Vehicles listed in the Appendix(the "Eligible Vehicle(s)") require ordinary scheduled preventive maintenance and service ("PM Maintenance") at the Maintenance Facility, Ryder agrees to pickup each Eligible Vehicle from you and transport such to the Maintenance Facility for the performance of PM Maintenance, and to return each Eligible Vehicle to you upon completion of PM Maintenance. The location where the Eligible Vehicle(s) are retrieved and returned must be located within [See Appendix] miles of the Maintenance Facility. For claims that arise during pick-up and delivery service, the party responsible for Liability or Physical Damage Insurance shall cover the other party under its insurance to the maximum extent possible, with such insurance being primary. Ryder shall be a permissive user during pick-up and delivery service, and an additional insured (or loss payee for physical damage) when Customer is responsible for insurance, pursuant to the Agreement.

**EPA 2010 Engine:** The engine(s) in the applicable Vehicle(s) listed in the Appendix are compliant with EPA 2010 Engine Emissions Standards and in accordance with the owner's manual and manufacturer's recommendations require Diesel Exhaust Fluid or a similar additive (DEF). All charges for DEF are Customer's responsibility and, if provided by Ryder, will be billed in addition to all other lease charges at Ryder's then-current rate. The manufacturer's recommendations are included in the Vehicle owner's manual delivered to you with the Vehicle and are also available at the engine manufacturer's website.

**OPIS Base Price:** The following OPIS pricing methodology shall apply to all Vehicles listed on this Schedule A and all active Vehicles listed on Schedules A to the Agreement and any other agreement between you and Ryder, including but not limited to any rental and/or maintenance agreements, executed prior to and concurrently with this Schedule A or subsequently executed: Notwithstanding anything to the contrary in the Agreement, as of January 15, 2018, the "OPIS Base Price" for fuel shall mean the Oil Price Information Service ("OPIS") Ultra Low Sulfur Diesel Gross Contract Average Cost of Fuel (as of the day prior to the date of purchase) for the locality where the fuel is purchased (or the closest location or terminal for which OPIS publishes as index). index).

**[SIGNATURES ON NEXT PAGE]**

**RYDER TRUCK RENTAL, INC., d/b/a  
RYDER TRANSPORTATION SERVICES**  
(Ryder)

**FAIRFAX COUNTY PUBLIC SCHOOLS**

(Customer/You)

**By:**



**By:**



**Name:** Daniel Allen

**Name:** Michelle Pratt

**Title:** Director of Sales (DOS)

**Title:** Director, Office of Procurement Services

**Date:**

**Date:**

9/24/2020



## AMENDMENT TO SCHEDULE A

**THIS AMENDMENT** dated September 4, 2020, is by and between **Ryder Truck Rental, Inc.** (“Ryder”) and **Fairfax County Public Schools** (“Customer”) to amend Schedule A No. 349414 (the “**Schedule A**”) to the Truck Lease and Service Agreement between Ryder and Customer dated April 26, 1993 (the “**Agreement**”).

THEREFORE, in consideration of the undertakings herein and other valuable consideration, the parties agree as follows:

1. This Amendment shall only apply to the twenty-six (26) Vehicles listed on the Schedule A (the “**Scheduled Vehicles**”).

2. **Section 14 (Party Responsible for Liability Insurance):**

(i) Remove the third sentence (which begins “Ryder Truck Rental LT...”) and replace with the following: “Ryder Truck Rental LT and Ryder Truck Rental, Inc. shall each be an additional insured under your Liability Insurance policy and a beneficiary of your obligations set forth in, and in accordance with, the TLSA, except when Customer is self-insuring.”; and

(ii) At the end of the Section, add the following new sentence: “If at any time you are self-insuring a leased vehicle, rented vehicle, substituted vehicle, or any other vehicle supplied to you by Ryder, you do not need to add Ryder as an additional insured on your statement of self-insurance.”

3. **Section 16 (Other)**, add the following new Subsection:

**Conditional Early Termination.** If Customer's legislative body fails to appropriate the annual funds sufficient to allow Customer to pay their obligations under the Agreement as it relates to the Scheduled Vehicles, and Customer provides documentation of such, Customer shall have the right to terminate the lease of any Scheduled Vehicle upon not less than ninety (90) days prior written notice to Ryder, and pursuant to the conditions herein: (i) Customer may only terminate a Scheduled Vehicle that is a model year of 2016 or older; (ii) Customer may only terminate a Scheduled Vehicle on an anniversary of such Scheduled Vehicle's Date of Delivery; (iii) Customer may not terminate a Scheduled Vehicle if it is operated in excess of its allotted Estimated Annual Mileage; (iv) Customer shall pay Ryder for any Physical Damage and the cost to “de-identify” a terminated Scheduled Vehicle; and (v) Customer shall pay to Ryder all other amounts owed to Ryder under this Agreement for a terminated Scheduled Vehicle, including, but not limited to, any outstanding charges (arising out of or relating to events occurring on or prior to the date of termination), unexpired licenses, applicable taxes (including personal property and federal heavy vehicle use), and other prepaid expenses previously paid by Ryder. For the avoidance of doubt, the date of termination shall be the later of (i) 90 days from Ryder's receipt of your termination notice and (ii) the date upon which the terminated Scheduled Vehicle is returned to Ryder and all conditions set forth herein have been satisfied (in Ryder's sole discretion).

4. Customer may not terminate the lease of a Scheduled Vehicle in order to: (i) rent or lease a vehicle from any of Ryder's competitors; (ii) purchase a replacement vehicle; or (iii) obtain services from a common or contract carrier. Prior to terminating the lease of a Scheduled Vehicle, during the notice period described above, Customer shall use its best efforts to place such Scheduled Vehicle with any of its other divisions, locations, subsidiaries or affiliates for the remainder of the originally stated lease term. If after terminating a Scheduled Vehicle hereunder, Customer later experiences an increase in its transportation needs, Ryder shall have the right of first refusal to provide Customer with a lease or rental vehicle.

5. If Customer effects a termination strictly in accordance with the foregoing terms, then Customer shall have neither the right nor obligation to purchase a terminated Scheduled Vehicle.
6. All other terms of the Agreement and Schedule A, except those expressly modified herein, shall remain in full force and effect. This Amendment supersedes all oral negotiations and prior and contemporaneous writings and is intended as the final expression of the parties' agreement, with respect to the subject matter hereof. All capitalized terms used in this Amendment shall have the same meaning as the capitalized terms used in the Agreement, unless otherwise defined herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

**Ryder Truck Rental, Inc.**  
**("Ryder")**

By: 

Print Name: Daniel Allen

Title: Director of Sales

Date: \_\_\_\_\_

**Fairfax County Public Schools**  
**("Customer")**

By: 

Print Name: Michelle Pratt

Title: Director, Office of Procurement Services

Date: 9/24/2020