

AMENDMENT NO. 2

September 23, 2021

CONTRACT TITLE: Lease of Food Services Trucks and Vans

CONTRACTOR

SUPPLIER ID

CONTRACT NO.

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

1000012227

4400010042

By mutual agreement, Contract 4400010042 is amended to add the rental vehicles listed below to the fleet as outlined in the attached Schedule A # 374174 and Schedule A # 369649.

All other prices terms and conditions remain unchanged.

ACCEPTANCE:

BY:



Signature

Director of Sales

Title

Daniel Allen

Printed Name

8/18/2021

Date



Michelle R. Pratt
Director

MRP/GLM

DISTRIBUTION:

Contractor
FCPS – FNS – Jeanette Alexander
Contract Administrator – Gina Mobley



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

Customer Name: FAIRFAX COUNTY PUBLIC SCHOOLS	Customer Vehicle Domicile: See Appendix 1.	Lessee Number: 21655
Ryder Maintenance Facility Number & Name: See Appendix 1.	Schedule A No. 374174	Schedule A Date: June 2nd, 2021
		TLSA Date: 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 for any component listed above purchased new by Ryder 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 0% 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 0%, 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"):** Not Applicable.
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.
Licensing	Ryder Base Plate.
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: You (Customer) are responsible for Liability Insurance and the following is required for all Vehicles on the Appendix. 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, these Ryder entities as additional insureds 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.

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. Ryder shall be a permissive user during pick-up and delivery service and an additional insured under Customer's Liability policy (or loss payee for physical damage).

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).

Telematics Devices and Data Collection:

A. Each Vehicle may be equipped with certain on-board technology and/or telematics devices that may have the capability to send information regarding such Vehicle's use and operation, including, but not limited to, diagnostic information and location information (collectively, the "Information") to Ryder without notice to Customer. Ryder's collection of such Information is for data and informational purposes only and is designed to assist Ryder and Customer to better manage and maintain each Vehicle. Customer shall have the sole responsibility to ensure that all drivers and occupants understand the possibility of the collection and dissemination of such Information.

B. Customer agrees that Ryder may use the Information in furtherance of this Agreement, to locate or recover a Vehicle that is lost, stolen, in need of service, to evaluate the condition of the Vehicle or for any other lawful purpose. Ryder may aggregate the data with information from other vehicles to better service your fleet. In doing so, Ryder may disclose the Information to third parties to assist in managing your fleet but shall remove any information identifying Customer. Ryder agrees to use the same degree of care in handling the Information that it uses to protect its own information.

Notice: In addition to the notice method(s) provided in the Agreement, the parties can also send notice via electronic mail (with a delivery receipt).

[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, Procurement

Date:

8/18/2021

Date:

9/23/2021

Vehicle Count	Customer Vehicle Domicile	Ryder Unit No.	Customer Unit No.	Ryder Maintenance Facility Number & Name	Date of Delivery	Term in Months	Estimated Annual Mileage	Fixed Charge (Frequency)	Mileage Rate per Mile	Total Original Value	Total Monthly Depreciation
1	Newington , VA	378773		663 Newington, VA (3311)		12	8,000	Monthly: \$810.00	\$0.0000	\$14,618	\$73.08
2	Newington , VA	378789		663 Newington, VA (3311)		12	8,000	Monthly: \$810.00	\$0.0000	\$14,622	\$73.17
3	Newington , VA	469635		663 Newington, VA (3311)		12	8,000	Monthly: \$810.00	\$0.0000	\$14,469	\$72.33
4	Newington , VA	479769		663 Newington, VA (3311)		12	8,000	Monthly: \$810.00	\$0.0000	\$14,406	\$72.08
5	Newington , VA	379335		663 Newington, VA (3311)		12	8,000	Monthly: \$810.00	\$0.0000	\$14,525	\$72.67
6	Newington , VA	472609		663 Newington, VA (3311)		12	8,000	Monthly: \$810.00	\$0.0000	\$14,515	\$72.58
7	Newington , VA	379301		663 Newington, VA (3311)		12	8,000	Monthly: \$810.00	\$0.0000	\$14,519	\$72.58
8	Newington , VA	379447		663 Newington, VA (3311)		12	8,000	Monthly: \$810.00	\$0.0000	\$14,524	\$72.67
9	Newington , VA	379080		663 Newington, VA (3311)		12	8,000	Monthly: \$810.00	\$0.0000	\$14,730	\$73.67
10	Newington , VA	378729		663 Newington, VA (3311)		12	8,000	Monthly: \$810.00	\$0.0000	\$14,551	\$72.83
11	Newington , VA	472610		663 Newington, VA (3311)		12	8,000	Monthly: \$810.00	\$0.0000	\$14,521	\$72.58
12	Newington , VA	472641		663 Newington, VA (3311)		12	8,000	Monthly: \$810.00	\$0.0000	\$14,519	\$72.58
13	Newington , VA	472649		663 Newington, VA (3311)		12	8,000	Monthly: \$810.00	\$0.0000	\$14,515	\$72.58
14	Newington , VA	472664		663 Newington, VA (3311)		12	8,000	Monthly: \$810.00	\$0.0000	\$14,542	\$72.67
15	Newington , VA	472668		663 Newington, VA (3311)		12	8,000	Monthly: \$810.00	\$0.0000	\$14,517	\$72.58
16	Newington , VA	472673		663 Newington, VA (3311)		12	8,000	Monthly: \$810.00	\$0.0000	\$14,513	\$72.58

Vehicle Count	Customer Vehicle Domicile	Ryder Unit No.	Customer Unit No.	Model Year	Serial Number	Licensed Weight	CAB/Chassis - Description	Cab/Chassis Original Value	Body - Description	Body - Original Value
1	Newington , VA	378773		2006	JALC4B16477012801	14,500	isuzu npr/nqr coe s/a st...	\$11,654.00	Aluminum Van	\$2,262.00
2	Newington , VA	378789		2006	JALC4B16577012791	14,500	isuzu npr/nqr coe s/a st...	\$11,659.00	Aluminum Van	\$2,261.00
3	Newington , VA	469635		2006	JALC4B16577001211	14,500	isuzu npr/nqr coe s/a st...	\$11,653.00	Aluminum Van	\$2,040.00
4	Newington , VA	479769		2006	JALC4B16867017496	14,500	isuzu npr/nqr coe s/a st...	\$11,620.00	Frp Van	\$2,076.00
5	Newington , VA	379335		2007	JALC4B16977012017	14,500	isuzu npr/nqr coe s/a st...	\$11,546.00	Aluminum Van	\$2,068.00
6	Newington , VA	472609		2006	JALC4B16977000997	14,500	isuzu npr/nqr coe s/a st...	\$11,534.00	Aluminum Van	\$2,043.00
7	Newington , VA	379301		2007	JALC4B16377011963	14,500	isuzu npr/nqr coe s/a st...	\$11,539.00	Aluminum Van	\$2,069.00
8	Newington , VA	379447		2007	JALC4B16977011532	14,500	isuzu npr/nqr coe s/a st...	\$11,545.00	Aluminum Van	\$2,068.00
9	Newington , VA	379080		2007	JALC4B16177012514	14,500	isuzu npr/nqr coe s/a st...	\$11,409.00	Aluminum Van	\$2,419.00
10	Newington , VA	378729		2007	JALC4B16277012585	14,500	isuzu npr/nqr coe s/a st...	\$11,365.00	Aluminum Van	\$2,277.00
11	Newington , VA	472610		2006	JALC4B16277000999	14,500	isuzu npr/nqr coe s/a st...	\$11,541.00	Aluminum Van	\$2,042.00
12	Newington , VA	472641		2006	JALC4B16577000737	14,500	isuzu npr/nqr coe s/a st...	\$11,538.00	Aluminum Van	\$2,043.00
13	Newington , VA	472649		2006	JALC4B16977001003	14,500	isuzu npr/nqr coe s/a st...	\$11,533.00	Aluminum Van	\$2,075.00
14	Newington , VA	472664		2006	JALC4B16177000752	14,500	isuzu npr/nqr coe s/a st...	\$11,565.00	Aluminum Van	\$2,040.00
15	Newington , VA	472668		2006	JALC4B16077000760	14,500	isuzu npr/nqr coe s/a st...	\$11,536.00	Aluminum Van	\$2,043.00
16	Newington , VA	472673		2006	JALC4B16X77001009	14,500	isuzu npr/nqr coe s/a st...	\$11,531.00	Aluminum Van	\$2,043.00

Vehicle Count	Customer Vehicle Domicile	Ryder Unit No.	Customer Unit No.	Liftgate - Description	Liftgate - Original Value	Cab/Chassis Monthly Depreciation	Body - Monthly Depreciation	Liftgate - Monthly Depreciation	Body - Model Year	Liftgate - Model Year	Liability Insurance Responsible Party
1	Newington , VA	378773		Standard	\$702.00	\$58.25	\$11.33	\$3.50	2006	2006	Customer
2	Newington , VA	378789		Standard	\$702.00	\$58.33	\$11.33	\$3.50	2006	2006	Customer
3	Newington , VA	469635		Standard	\$776.00	\$58.25	\$10.17	\$3.92	2006	2006	Customer
4	Newington , VA	479769		Standard	\$710.00	\$58.08	\$10.42	\$3.58	2006	2006	Customer
5	Newington , VA	379335		Standard	\$911.00	\$57.75	\$10.33	\$4.58	2007	2007	Customer
6	Newington , VA	472609		Standard	\$938.00	\$57.67	\$10.25	\$4.67	2006	2006	Customer
7	Newington , VA	379301		Standard	\$911.00	\$57.67	\$10.33	\$4.58	2007	2007	Customer
8	Newington , VA	379447		Standard	\$911.00	\$57.75	\$10.33	\$4.58	2007	2007	Customer
9	Newington , VA	379080		Standard	\$902.00	\$57.08	\$12.08	\$4.50	2007	2007	Customer
10	Newington , VA	378729		Standard	\$909.00	\$56.83	\$11.42	\$4.58	2007	2007	Customer
11	Newington , VA	472610		Standard	\$938.00	\$57.67	\$10.25	\$4.67	2006	2006	Customer
12	Newington , VA	472641		Standard	\$938.00	\$57.67	\$10.25	\$4.67	2006	2006	Customer
13	Newington , VA	472649		Standard	\$907.00	\$57.67	\$10.42	\$4.50	2006	2006	Customer
14	Newington , VA	472664		Standard	\$937.00	\$57.83	\$10.17	\$4.67	2006	2006	Customer
15	Newington , VA	472668		Standard	\$938.00	\$57.67	\$10.25	\$4.67	2006	2006	Customer
16	Newington , VA	472673		Standard	\$939.00	\$57.67	\$10.25	\$4.67	2006	2006	Customer

Vehicle Count	Customer Vehicle Domicile	Ryder Unit No.	Customer Unit No.	Physical Damage Responsible Party	Pick Up and Delivery	Tires Responsibility	Capitalized Sales Tax (State)
1	Newington , VA	378773		Customer	Ryder	Ryder (Standard Retread)	N/A
2	Newington , VA	378789		Customer	Ryder	Ryder (Standard Retread)	N/A
3	Newington , VA	469635		Customer	Ryder	Ryder (Standard Retread)	N/A
4	Newington , VA	479769		Customer	Ryder	Ryder (Standard Retread)	N/A
5	Newington , VA	379335		Customer	Ryder	Ryder (Standard Retread)	N/A
6	Newington , VA	472609		Customer	Ryder	Ryder (Standard Retread)	N/A
7	Newington , VA	379301		Customer	Ryder	Ryder (Standard Retread)	N/A
8	Newington , VA	379447		Customer	Ryder	Ryder (Standard Retread)	N/A
9	Newington , VA	379080		Customer	Ryder	Ryder (Standard Retread)	N/A
10	Newington , VA	378729		Customer	Ryder	Ryder (Standard Retread)	N/A
11	Newington , VA	472610		Customer	Ryder	Ryder (Standard Retread)	N/A
12	Newington , VA	472641		Customer	Ryder	Ryder (Standard Retread)	N/A
13	Newington , VA	472649		Customer	Ryder	Ryder (Standard Retread)	N/A
14	Newington , VA	472664		Customer	Ryder	Ryder (Standard Retread)	N/A
15	Newington , VA	472668		Customer	Ryder	Ryder (Standard Retread)	N/A
16	Newington , VA	472673		Customer	Ryder	Ryder (Standard Retread)	N/A

This Appendix and each Vehicle listed hereon are expressly incorporated by reference into Schedule A No.374174, which is dated Wednesday, June 2, 2021, and a part of the Agreement between the parties dated Thursday, September 29, 2016. The parties acknowledge and agree that certain information required to complete this Schedule A and Appendix may not be available upon execution, and Ryder will furnish any such information when available.

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

By:  _____

Name: Daniel Allen

Title: Director of Sales (DOS)

Date: 8/18/2021 _____

FAIRFAX COUNTY PUBLIC SCHOOLS

(Customer/You)

By:  _____

Name: Michelle Pratt

Title: Director, Procurement

Date: 9/23/2021 _____



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

Customer Name: FAIRFAX COUNTY PUBLIC SCHOOLS	Customer Vehicle Domicile: See Appendix 1.	Lessee Number: 21655
Ryder Maintenance Facility Number & Name: See Appendix 1.	Schedule A No. 369649	Schedule A Date: April 30th, 2021
		TLSA Date: 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 for any component listed above purchased new by Ryder 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 20% 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 20%, then, in addition to all other rights and remedies hereunder, Ryder will assess a surcharge of \$0.0500 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"):** Not Applicable.
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.
Licensing	You.
IFTA/ Mileage Tax Permitting & Reporting	You.
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: You (Customer) are responsible for Liability Insurance and the following is required for all Vehicles on the Appendix. 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, these Ryder entities as additional insureds 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.

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. Ryder shall be a permissive user during pick-up and delivery service and an additional insured under Customer's Liability policy (or loss payee for physical damage).

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).

Telematics Devices and Data Collection:

A. Each Vehicle may be equipped with certain on-board technology and/or telematics devices that may have the capability to send information regarding such Vehicle's use and operation, including, but not limited to, diagnostic information and location information (collectively, the "Information") to Ryder without notice to Customer. Ryder's collection of such Information is for data and informational purposes only and is designed to assist Ryder and Customer to better manage and maintain each Vehicle. Customer shall have the sole responsibility to ensure that all drivers and occupants understand the possibility of the collection and dissemination of such Information.

B. Customer agrees that Ryder may use the Information in furtherance of this Agreement, to locate or recover a Vehicle that is lost, stolen, in need of service, to evaluate the condition of the Vehicle or for any other lawful purpose. Ryder may aggregate the data with information from other vehicles to better service your fleet. In doing so, Ryder may disclose the Information to third parties to assist in managing your fleet but shall remove any information identifying Customer. Ryder agrees to use the same degree of care in handling the Information that it uses to protect its own information.

Notice: In addition to the notice method(s) provided in the Agreement, the parties can also send notice via electronic mail (with a delivery receipt).

[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, Procurement

Date:

8/18/2021

Date:

9/23/2021

Vehicle Count	Customer Vehicle Domicile	Ryder Unit No.	Customer Unit No.	Ryder Maintenance Facility Number & Name	Date of Delivery	Term in Months	Estimated Annual Mileage	Fixed Charge (Frequency)	Mileage Rate per Mile	Total Original Value	Total Monthly Depreciation
1	Fairfax, VA	651287		663 Newington, VA (3311)		48	8,000	Monthly: \$944.92	\$0.0000	\$31,392	\$51.24
2	Fairfax, VA	644231		663 Newington, VA (3311)		48	8,000	Monthly: \$944.92	\$0.0000	\$29,415	\$50.77
3	Fairfax, VA	644361		663 Newington, VA (3311)		48	8,000	Monthly: \$944.92	\$0.0000	\$29,194	\$50.77
4	Fairfax, VA	387699		663 Newington, VA (3311)		48	8,000	Monthly: \$944.92	\$0.0000	\$29,525	\$54.69
5	Fairfax, VA	651280		663 Newington, VA (3311)		48	8,000	Monthly: \$944.92	\$0.0000	\$27,988	\$49.49
6	Fairfax, VA	651296		663 Newington, VA (3311)		48	8,000	Monthly: \$944.92	\$0.0000	\$27,846	\$50.27
7	Fairfax, VA	322786		663 Newington, VA (3311)		48	8,000	Monthly: \$944.92	\$0.0000	\$27,727	\$96.82
8	Fairfax, VA	651334		663 Newington, VA (3311)		48	8,000	Monthly: \$944.92	\$0.0000	\$26,778	\$49.95
9	Fairfax, VA	640433		663 Newington, VA (3311)		48	8,000	Monthly: \$944.92	\$0.0000	\$27,224	\$103.59
10	Fairfax, VA	391675		663 Newington, VA (3311)		48	8,000	Monthly: \$944.92	\$0.0000	\$27,585	\$76.01
11	Fairfax, VA	346926		663 Newington, VA (3311)		48	8,000	Monthly: \$944.92	\$0.0000	\$28,787	\$96.71
12	Fairfax, VA	382025		663 Newington, VA (3311)		48	8,000	Monthly: \$944.92	\$0.0000	\$27,922	\$99.32
13	Fairfax, VA	643604		663 Newington, VA (3311)		48	8,000	Monthly: \$944.92	\$0.0000	\$27,635	\$99.32
14	Fairfax, VA	387733		663 Newington, VA (3311)		48	8,000	Monthly: \$944.92	\$0.0000	\$27,291	\$60.61
15	Fairfax, VA	643606		663 Newington, VA (3311)		48	8,000	Monthly: \$944.92	\$0.0000	\$27,584	\$67.96
16	Fairfax, VA	643607		663 Newington, VA (3311)		48	8,000	Monthly: \$944.92	\$0.0000	\$26,980	\$49.83

Vehicle Count	Customer Vehicle Domicile	Ryder Unit No.	Customer Unit No.	Model Year	Serial Number	Licensed Weight	CAB/Chassis - Description	Cab/Chassis Original Value	Body - Description	Body - Original Value
1	Fairfax, VA	651287		2015	JALC4W168F7005226	14,500	Isuzu npr/nf2 cab fwd s/a...	\$25,441.00	Aluminum Van	\$4,432.00
2	Fairfax, VA	644231		2015	JALC4W166F7005385	14,500	Isuzu npr/nf2 cab fwd s/a...	\$24,163.00	Aluminum Van	\$3,608.00
3	Fairfax, VA	644361		2015	JALC4W165F7005815	14,500	Isuzu npr/nf2 cab fwd s/a...	\$23,980.00	Aluminum Van	\$3,582.00
4	Fairfax, VA	387699		2015	JALC4W162F7003391	14,500	Isuzu npr/nf2 cab fwd s/a...	\$24,087.00	Aluminum Van	\$3,831.00
5	Fairfax, VA	651280		2015	JALC4W163F7005344	14,500	Isuzu npr/nf2 cab fwd s/a...	\$22,491.00	Aluminum Van	\$4,094.00
6	Fairfax, VA	651296		2015	JALC4W167F7005640	14,500	Isuzu npr/nf2 cab fwd s/a...	\$22,378.00	Aluminum Van	\$4,070.00
7	Fairfax, VA	322786		2015	JALC4W163F7001648	14,500	Isuzu npr/nf2 cab fwd s/a...	\$22,911.00	Aluminum Van	\$3,269.00
8	Fairfax, VA	651334		2015	JALC4W169F7005767	14,500	Isuzu npr/nf2 cab fwd s/a...	\$22,009.00	Aluminum Van	\$3,294.00
9	Fairfax, VA	640433		2015	JALC4W165F7000162	14,500	Isuzu npr/nf2 cab fwd s/a...	\$22,117.00	Aluminum Van	\$3,569.00
10	Fairfax, VA	391675		2015	JALC4W16XF7005597	14,500	Isuzu npr/nf2 cab fwd s/a...	\$22,661.00	Aluminum Van	\$3,384.00
11	Fairfax, VA	346926		2015	JALC4W162F7002192	14,500	Isuzu npr/nf2 cab fwd s/a...	\$24,049.00	Aluminum Van	\$3,191.00
12	Fairfax, VA	382025		2015	JALC4W166F7003359	14,500	Isuzu npr/nf2 cab fwd s/a...	\$23,087.00	Aluminum Van	\$3,323.00
13	Fairfax, VA	643604		2015	JALC4W162F7005612	14,500	Isuzu npr/nf2 cab fwd s/a...	\$22,421.00	Aluminum Van	\$3,674.00
14	Fairfax, VA	387733		2015	JALC4W165F7002543	14,500	Isuzu npr/nf2 cab fwd s/a...	\$22,426.00	Aluminum Van	\$3,343.00
15	Fairfax, VA	643606		2015	JALC4W163F7005604	14,500	Isuzu npr/nf2 cab fwd s/a...	\$22,370.00	Aluminum Van	\$3,674.00
16	Fairfax, VA	643607		2015	JALC4W164F7005532	14,500	Isuzu npr/nf2 cab fwd s/a...	\$22,167.00	Aluminum Van	\$3,307.00

Vehicle Count	Customer Vehicle Domicile	Ryder Unit No.	Customer Unit No.	Liftgate - Description	Liftgate - Original Value	Cab/Chassis Monthly Depreciation	Body - Monthly Depreciation	Liftgate - Monthly Depreciation	Body - Model Year	Liftgate - Model Year	Liability Insurance Responsible Party
1	Fairfax, VA	651287		Standard	\$1,519.00	\$41.92	\$6.94	\$2.38	2015	2015	Customer
2	Fairfax, VA	644231		Standard	\$1,644.00	\$42.06	\$5.98	\$2.73	2015	2015	Customer
3	Fairfax, VA	644361		Standard	\$1,632.00	\$42.06	\$5.98	\$2.73	2015	2015	Customer
4	Fairfax, VA	387699		Standard	\$1,607.00	\$44.98	\$6.83	\$2.88	2015	2015	Customer
5	Fairfax, VA	651280		Standard	\$1,403.00	\$40.19	\$6.92	\$2.38	2015	2015	Customer
6	Fairfax, VA	651296		Standard	\$1,398.00	\$40.79	\$7.06	\$2.42	2015	2015	Customer
7	Fairfax, VA	322786		Standard	\$1,547.00	\$80.17	\$11.23	\$5.42	2015	2015	Customer
8	Fairfax, VA	651334		Standard	\$1,475.00	\$41.40	\$5.90	\$2.65	2015	2015	Customer
9	Fairfax, VA	640433		Standard	\$1,538.00	\$84.29	\$13.40	\$5.90	2015	2015	Customer
10	Fairfax, VA	391675		Standard	\$1,540.00	\$62.75	\$9.13	\$4.13	2015	2015	Customer
11	Fairfax, VA	346926		Standard	\$1,547.00	\$81.17	\$10.56	\$4.98	2015	2015	Customer
12	Fairfax, VA	382025		Standard	\$1,512.00	\$82.38	\$11.67	\$5.27	2015	2015	Customer
13	Fairfax, VA	643604		Standard	\$1,540.00	\$80.92	\$12.98	\$5.42	2015	2015	Customer
14	Fairfax, VA	387733		Standard	\$1,522.00	\$50.13	\$7.21	\$3.27	2015	2015	Customer
15	Fairfax, VA	643606		Standard	\$1,540.00	\$55.48	\$8.81	\$3.67	2015	2015	Customer
16	Fairfax, VA	643607		Standard	\$1,506.00	\$41.31	\$5.85	\$2.67	2015	2015	Customer

Vehicle Count	Customer Vehicle Domicile	Ryder Unit No.	Customer Unit No.	Physical Damage Responsible Party	Pick Up and Delivery	Pick-up and Delivery Miles	Tires Responsibility	Capitalized Sales Tax (State)
1	Fairfax, VA	651287		Customer	Ryder	5	Ryder (Standard Retread)	N/A
2	Fairfax, VA	644231		Customer	Ryder	5	Ryder (Standard Retread)	N/A
3	Fairfax, VA	644361		Customer	Ryder	5	Ryder (Standard Retread)	N/A
4	Fairfax, VA	387699		Customer	Ryder	5	Ryder (Standard Retread)	N/A
5	Fairfax, VA	651280		Customer	Ryder	5	Ryder (Standard Retread)	N/A
6	Fairfax, VA	651296		Customer	Ryder	5	Ryder (Standard Retread)	N/A
7	Fairfax, VA	322786		Customer	Ryder	5	Ryder (Standard Retread)	N/A
8	Fairfax, VA	651334		Customer	Ryder	5	Ryder (Standard Retread)	N/A
9	Fairfax, VA	640433		Customer	Ryder	5	Ryder (Standard Retread)	N/A
10	Fairfax, VA	391675		Customer	Ryder	5	Ryder (Standard Retread)	N/A
11	Fairfax, VA	346926		Customer	Ryder	5	Ryder (Standard Retread)	N/A
12	Fairfax, VA	382025		Customer	Ryder	5	Ryder (Standard Retread)	N/A
13	Fairfax, VA	643604		Customer	Ryder	5	Ryder (Standard Retread)	N/A
14	Fairfax, VA	387733		Customer	Ryder	5	Ryder (Standard Retread)	N/A
15	Fairfax, VA	643606		Customer	Ryder	5	Ryder (Standard Retread)	N/A
16	Fairfax, VA	643607		Customer	Ryder	5	Ryder (Standard Retread)	N/A

This Appendix and each Vehicle listed hereon are expressly incorporated by reference into Schedule A No.369649, which is dated Friday, April 30, 2021, and a part of the Agreement between the parties dated Thursday, September 29, 2016. The parties acknowledge and agree that certain information required to complete this Schedule A and Appendix may not be available upon execution, and Ryder will furnish any such information when available.

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

By: _____

Name: Daniel Allen

Title: Director of Sales (DOS)

Date: 8/18/2021

FAIRFAX COUNTY PUBLIC SCHOOLS

(Customer/You)

By: _____

Name: Michelle Pratt

Title: Director, Procurement

Date: 9/23/2021



AMENDMENT TO SCHEDULE A

THIS AMENDMENT dated September 2, 2021, is by and between **Ryder Truck Rental, Inc.** (“**Ryder**”) and **Fairfax County Public Schools** (“**Customer**”) to amend Schedule A No. 369649 (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 sixteen (16) 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 you are 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).

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.

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.

4. 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, Procurement

Date: 9/23/2021