

**Procurement**

300 Turner Street NW
 North End Center, Ste 2100
 Blacksburg, Virginia 24061
 P: (540) 231-6221 F: (540) 231-9628
www.procurement.vt.edu

April 20, 2023

District Fleet LLC
 Dan MacDonald
 1106 5th St NW
 Washington, DC 20001

Dear Dan,

Subject: Contract Renewal Letter

Virginia Tech Contract #: VTS-1256-2020
 Commodity/Service: Vehicle Leasing Services
 Renewal Period: 9/16/23 - 9/15/26
 Renewal #: (2 of 3) three-year renewal

In accordance with the renewal provision of the original contract, the university would like to renew the contract for an additional term. Please advise concerning your intention by signing in the appropriate space below. A signed copy of this letter should be received in Procurement by 5/15/23.

If allowed by the contract, price adjustments must be requested at the time of renewal in accordance with the contract documents. Price adjustments are not automatic or retroactive and are only implemented upon request by the vendor at the time of renewal.


In addition, review the attached form which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential this information be accurate for payments to be processed in a timely manner.

Virginia Tech recommends that our vendors utilize the Wells One AP Control Payment System for payment of all invoices and strongly encourages all vendors under contract with the university to participate in this program. If your firm is not enrolled in the program, refer to our website: <http://www.procurement.vt.edu/Vendor/WellsOne.html> or contact me directly for more information.

Sincerely,


Chad Dalton
 Procurement Contract Support Specialist
 (540) 231-9129

District Fleet LLC **agrees** to renew the contract under the terms and conditions of the subject contract.

Authorized Signature:  _____ Date: 4/20/2023
 Name: Dan MacDonald _____ Title: President
 (please print)

We currently participate in the Wells One Program: _____

We would like to participate in the Wells One Program: _____

Approved:  _____
 5EF51DA320D049B...
 Associate Director for Goods and Services

Date: 4/20/2023 _____



Procurement

300 Turner Street NW
North End Center, Ste 2100
Blacksburg, Virginia 24061
P: (540) 231-6221 F: (540) 231-9628
www.procurement.vt.edu

April 14, 2020

Dan MacDonald
District Fleet LLC
1106 5th St NW
Washington DC, 20001

Dear Mr. MacDonald:

Subject: Contract Renewal Letter

Virginia Tech Contract #: VTS-1256-2020
Commodity/Service: Vehicle Leasing Services
Renewal Period: September 16, 2020 to September 15, 2023
Renewal #: (1 of 3) Three-years renewal

In accordance with the renewal provision of the original contract, the university would like to renew the contract for an additional term. Please advise concerning your intention by signing in the appropriate space below. A signed copy of this letter should be received in Procurement by May 14, 2020.

If allowed by the contract, price adjustments must be requested at the time of renewal in accordance with the contract documents. Price adjustments are not automatic or retroactive and are only implemented upon request by the vendor at the time of renewal.


In addition, review the attached form which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential this information be accurate for payments to be processed in a timely manner.

Virginia Tech recommends that our vendors utilize the Wells One AP Control Payment System for payment of all invoices and strongly encourages all vendors under contract with the university to participate in this program. If your firm is not enrolled in the program, refer to our website: <http://www.procurement.vt.edu/Vendor/WellsOne.html> or contact me directly for more information.

Sincerely,

Levi Henry
Buyer Senior/ Contracts Officer
Telephone: (540) 231-7852

District Fleet LLC **agrees** to renew the contract under the terms and conditions of the subject contract.

Authorized Signature:  Date: 04/15/2020
Name: Daniel J. MacDonald Title: President
(please print)

We currently participate in the Wells One Program. _____

We would like to participate in the Wells One Program _____

LH/tdj

Approved: 
Jordan Stump
Assistant Director of Procurement

Date: 7/30/20

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: VTS-1256-2020

This contract entered into this 22nd day of October 2019 by District Fleet LLC hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech."

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:


SCOPE OF CONTRACT: The Contractor shall provide Vehicle Leasing Services to Virginia Tech as set forth in the Contract Documents.


PERIOD OF CONTRACT: From 09/16/2019 through 09/15/2020 with the option for three (3) three year renewals.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, Request for Proposal (RFP) number 0058929 dated 05/13/2019, the proposal submitted by the Contractor dated 06/12/2019, Revised District Fleet LLC Master Lease Agreement, and Summary of Negotiations, all of which Contract Documents are incorporated herein.

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor
By: 
(Signature)
Daniel J. MacDonald, President
Name and Title

Virginia Tech
By: 
Jordan Stump
Interim Assistant Director of Procurement

Contractor Information Form

Date	10/23/2019
Contract Number or PO Number	VTs-1256-2020
Contract Officer Manager	Levi Henry
Contractor Full Legal Name	District Fleet LLC
Contractor DBA Name	District Fleet LLC
Contractor Billing Name	District Fleet LLC
Contractor Federal Taxpayer Number	814347872
Purchase Order Address P O Box/Street Address City State Zip Code	1106 5 th St NW Washington DC, 20001
Payment Address P O Box/Street Address City State Zip Code	Lease Payment Center PO Box 140733 Orlando, FL 32814
Contractor Signatory Contact Name	Dan MacDonald
Contractor Signatory Contact Phone	202-257-3797
Contractor Signatory Contact Email	dan@districtfleet.com
Contractor Sales Person Contact Name	Dan MacDonald
Contractor Sales Person Contact Phone	202-257-3797
Contractor Sales Person Contact Email	dan@districtfleet.com
Contractor Fax Number	
Contractor Web Site	
PO Delivery Method: Contractor Fax Number or General Email Address	dan@districtfleet.com

05/01/2019



Request for Proposal # 0058929

For

Vehicle Leasing Services

05/13/2019

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

RFP 0058929
GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Levi Henry, CUPO, Phone: (540) 231-7852 e-mail: lhenry29@vt.edu

DUE DATE: Proposals will be received until June 14, 2019 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: Virginia Polytechnic Institute and State University (Virginia Tech), Procurement Department (MC 0333) North End Center, Suite 2100, 300 Turner Street NW, Blacksburg, Virginia 24061. Reference the due date and hour, and RFP Number in the lower left corner of the return envelope or package.

Please note that USPS is delivered to a central location and is not delivered directly to Procurement. Allow extra time if sending proposal via USPS. It is the vendor's responsibility to ensure proposals are received in the Procurement office at the appropriate date and time for consideration.

TYPE OF BUSINESS: (Please check all applicable classifications). If your classification is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your certification number: _____. For assistance with SWaM certification, visit the SBSD website at <http://sbsd.virginia.gov/>.

_____ **Large**

_____ **Small business** – 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. Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) certified women-owned and minority-owned business shall also be considered small business when they have received SBSD small business certification.

_____ **Women-owned business** – A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, 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 the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.

_____ **Minority-owned business** – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) 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.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number)		FEDERAL TAXPAYER NUMBER (ID#)	
BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name)		BILLING NAME (Company name as it appears on your invoice)	
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS	
CONTACT NAME/TITLE (PRINT)			E-MAIL ADDRESS
TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS	

I acknowledge that I have received the following addendums posted for this solicitation.

1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____ (Please check all that apply)

Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the Code of Virginia, 2.2 – 3102 - 3112

YES _____ NO _____

SIGNATURE _____ Date: _____

02/12/2019

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations for Vehicle Leasing Services by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. SMALL, WOMAN-OWNED AND MINORITY (SWAM) BUSINESS PARTICIPATION:

The mission of the Virginia Tech supplier opportunity program is to foster inclusion in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive small, minority-owned, women-owned, and local suppliers. Virginia Tech encourages prime suppliers, contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

III. CONTRACT PERIOD:

The term of this contract is for one year, or as negotiated. There will be an option for nine one-year renewals, or as negotiated.

IV. BACKGROUND:

Virginia Polytechnic Institute and State University (Virginia Tech) is located in Blacksburg, Virginia, approximately 40 miles southwest of Roanoke, Virginia, the major commercial hub of the area. In addition to the university's main campus in Blacksburg, major off campus locations include twelve agriculture experiment research stations, the Marion duPont Scott Equine Medical Center and graduate centers in Roanoke and Fairfax, Virginia. Regularly scheduled air service is provided at the Roanoke Regional Airport.

Dedicated to its motto, Ut Prosim (That I May Serve), Virginia Tech takes a hands-on, engaging approach to education, preparing scholars to be leaders in their fields and communities. As the Commonwealth's most comprehensive university and its leading research institution, Virginia Tech offers 240 undergraduate degree programs to more than 31,000 students and manages a research portfolio of nearly \$513 million. The university fulfills its land-grant mission of transforming knowledge to practice through technological leadership and by fueling economic growth and job creation locally, regionally, and across Virginia.

The Virginia Tech Transportation Institute (VTTI) conducts research to save lives, time, and money and protect the environment. As one of seven premier research institutes created by Virginia Tech to answer national challenges, VTTI is continually advancing transportation through innovation and has affected public policy on national and international levels.

VTTI has grown from approximately 15 faculty, staff, and students to become the second largest university-level transportation institute in the U.S. with more than 500 employees. VTTI has effected significant change in public policies for driver, passenger, and pedestrian safety and is advancing the design of vehicles and infrastructure to increase safety and reduce environmental impacts. In all endeavors, the VTTI community is charged with finding solutions to the greatest transportation challenges facing not only the nation but the world. The faculty, staff, and students of VTTI are truly dedicating their lives to saving lives.

In 2016, Virginia Tech issued a RFP for vehicle leases for the Level 2 Vehicle Automation Study. There is an ongoing need for leases of research vehicles for various terms. By using this RFP, Virginia Tech wishes to establish a term contract to cover these vehicle leasing needs. The university is seeking to reduce operating costs, to obtain best pricing, and to achieve value-added services not available through any existing contracts.

V. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

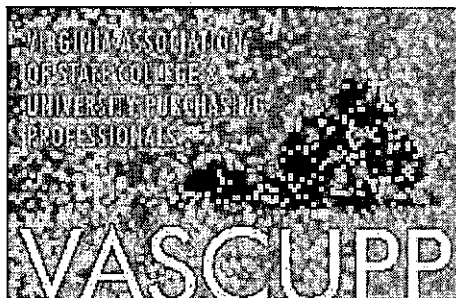
The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. *We are, therefore, requesting that your firm register as a vendor within the eVA system.*

There are transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at <http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm> and **register both with eVA and Ariba.** *This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract.* If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: <http://www.eva.virginia.gov>, or call 866-289-7367 or 804-371-2525.

VI. CONTRACT PARTICIPATION:



It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract, if requested. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract, as requested. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is

understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Please refer to Attachment B, Zone Map, if the offeror wishes to submit separate pricing structure based on approved zones for cooperative institutions. Refer to Attachment B for the approved Zone Map. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

VII. STATEMENT OF NEEDS:

- A. Submitted proposals should be as thorough and detailed as possible so Virginia Tech may properly evaluate the offeror's capabilities to provide required goods or services. Offerors must submit their information as a complete proposal.

Virginia Tech is seeking a vehicle leasing service in which a wide variety of different vehicle types, makes, and models can be provided in a timely and efficient manner.

These vehicles are to be used in research studies conducted by the Virginia Tech Transportation Institute for different projects and for other purposes.

Virginia Tech desires to lease the vehicles for the duration of the projects.

Examples of terms used include 3 months, 12 months, 24 months, and 36 months.

An allowance for lease term extension is desired.

Previous examples of vehicle leases include these makes: Tesla, Cadillac, Audi, Mercedes-Benz, Chevrolet, Ford, and Starcraft.

Anticipated mileage of 15,000 miles per year per vehicle with a designated overage rate.

Vehicles will be returned at the end of the lease with average wear and tear, or less, for the months leased.

Virginia Tech desires no requirements for security deposits to be made.

B. Specific Requirements

1. Specific Plans or Methodology to be used to provide the goods/services.
 - i. Provide a description of the methodology that will be employed including specific plans for providing the leased vehicles.
 - ii. Provide delivery and/or pickup information and plan for efficient and timely delivery or pickup. (For example, an inefficient and unreasonable option would be vehicle pickup in Las Vegas).

- iii. Provide a copy of month lease documents.
- iv. Provide information required for maintenance service responsibilities.
- v. Provide a timeline for delivery of leased vehicle after receipt of orders. This is critical due to research timeline parameters.
- vi. Describe your firm's commitment to reliability, responsiveness, competence, courtesy, communication, credibility, security, safety, and understanding of customer needs.
- vii. Include any examples of improved service design and delivery that achieved higher levels of service quality and delivery.
- viii. Describe your firm's quality customer service addressing specifically efficient, timely, and friendly service, building strong relationships with customers, handling complaints quickly, and responding to customer issues timely.
- ix. Describe premature lease termination liability.
- x. Specify the method for calculating total loss liability for the University. Specifically, how to determine the value at X months.

2. Price

- a. Provide your pricing plan once vehicle year, model, and requirements are known.

3. Qualifications and Experience of the offeror in providing the goods/services.

- a. Provide a description of the qualifications and experience of the individuals that will participate in fulfilling the obligations of the RFP.
- b. Describe the qualifications and experience of the firm in providing the services described herein.
- c. Provide four (4) recent references, either educational or government, for whom you have provided the type of goods/services described herein. Include the date(s) the goods/services were furnished, the client name, address and the name and phone number of the individual Virginia Tech has your permission to contact.

4. Participation of Small, Women-owned and Minority-owned Business (SWaM) Business:

If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at <http://www.sbsd.virginia.gov/>

5. The return of the General Information Form and addenda, if any, signed and filled out as required.

VIII. PROPOSAL PREPARATION AND SUBMISSION:

xi. General Requirements

1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include ;
 - i. **One (1) original copy** of the entire proposal, including all attachments. Any proprietary information should be clearly marked in accordance with 2.e. below.
 - ii. **One (1) electronic copy** in WORD format or searchable PDF (*flash drive*) of the entire proposal as one document, INCLUDING ALL ATTACHMENTS mailed along with the hard copy above. Any proprietary information should be clearly marked in accordance with 2.e. below.
 - iii. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

Response shall be submitted to:

Virginia Polytechnic Institute and State University (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

Reference the Due Date and Hour, and RFP Number in the lower left hand corner of the return envelope or package.

No other distribution of the proposals shall be made by the Offeror.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also

helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
 - e. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

IX. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	<u>Maximum Point Value</u>
1. Specific plans or methodology to be used to provide the Services.	30
2. Qualifications and experiences of Offeror in providing the goods/services	25
3. Price	20
4. Quality and timeliness of products/services offered and Suitability for the intended purposes.	15

5. Participation of Small, Women-Owned and Minority (SWAM) Business	10
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Total 100

B. Award

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Virginia Tech shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award. Should Virginia Tech determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated. See Attachment C for sample contract form.

Virginia Tech reserves the right to award multiple contracts as a result of this solicitation.

X. INQUIRIES:

All inquiries concerning this solicitation should be submitted in writing via email, citing the particular RFP section and paragraph number. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 3:00 PM on May 23, 2019. Inquiries must be submitted to the procurement officer identified in this solicitation.

XI. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to vtinvoices@vt.edu or by mail to:

Virginia Polytechnic Institute and State University (Virginia Tech)
Accounts Payable
North End Center, Suite 3300
300 Turner Street NW
Blacksburg, Virginia 24061

XII. METHOD OF PAYMENT:

Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech's Procurement website: <http://www.procurement.vt.edu/vendor/wellsone.html> or contact the procurement officer identified in the RFP.

XIII. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at <http://www.apps.vpfin.vt.edu/html.docs/bids.php>. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XIV. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror's proposal being rejected.

XV. CONTROLLING VERSION OF SOLICITATION:

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services is the mandatory controlling version of the document. Any modification of/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

XVI. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions, see Attachment A.

XVII. CONTRACT ADMINISTRATION:

- A. Jared Bryson, Mechanical Systems Group Leader, VTTI – Technology Development, at Virginia Tech or their designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrator, or their designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or their designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.

XVIII. ATTACHMENTS:

Attachment A - Terms and Conditions
Attachment B - Zone Map for Cooperative Contracts
Attachment C - Sample of Standard Contract Form

ATTACHMENT A

TERMS AND CONDITIONS

RFP GENERAL TERMS AND CONDITIONS

See:

https://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_01282019.pdf

ADDITIONAL TERMS AND CONDITIONS

- A. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.
- B. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.
- C. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- D. **CANCELLATION OF CONTRACT:** Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- E. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
- F. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid or proposal should be returned in a separate envelope or package and identified as follows:

From: _____

Name of Bidder or Offeror	Due Date	Time Due

Street or Box No.	Solicitation Number	

City, State, Zip Code	Solicitation Title	

Name of Procurement Officer: _____

The envelope should be addressed to:

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

The offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Bids or Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

- G. NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address

If to Contractor: Address Shown On RFP Cover Page
Attention: Name Of Person Signing RFP

If to Virginia Tech:

Virginia Polytechnic Institute and State University (Virginia Tech)
Attn: Levi Henry
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

and

Virginia Polytechnic Institute and State University (Virginia Tech)
Attn: Jared Bryson
VTI – Technology Development (MC 0536)
3500 Transportation Research Plaza
Blacksburg, Virginia 24061

- H. SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.
- I. CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS:** For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions:
http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf

SPECIAL TERMS AND CONDITIONS

- 1) **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech will be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

2) **INSURANCE:**

By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

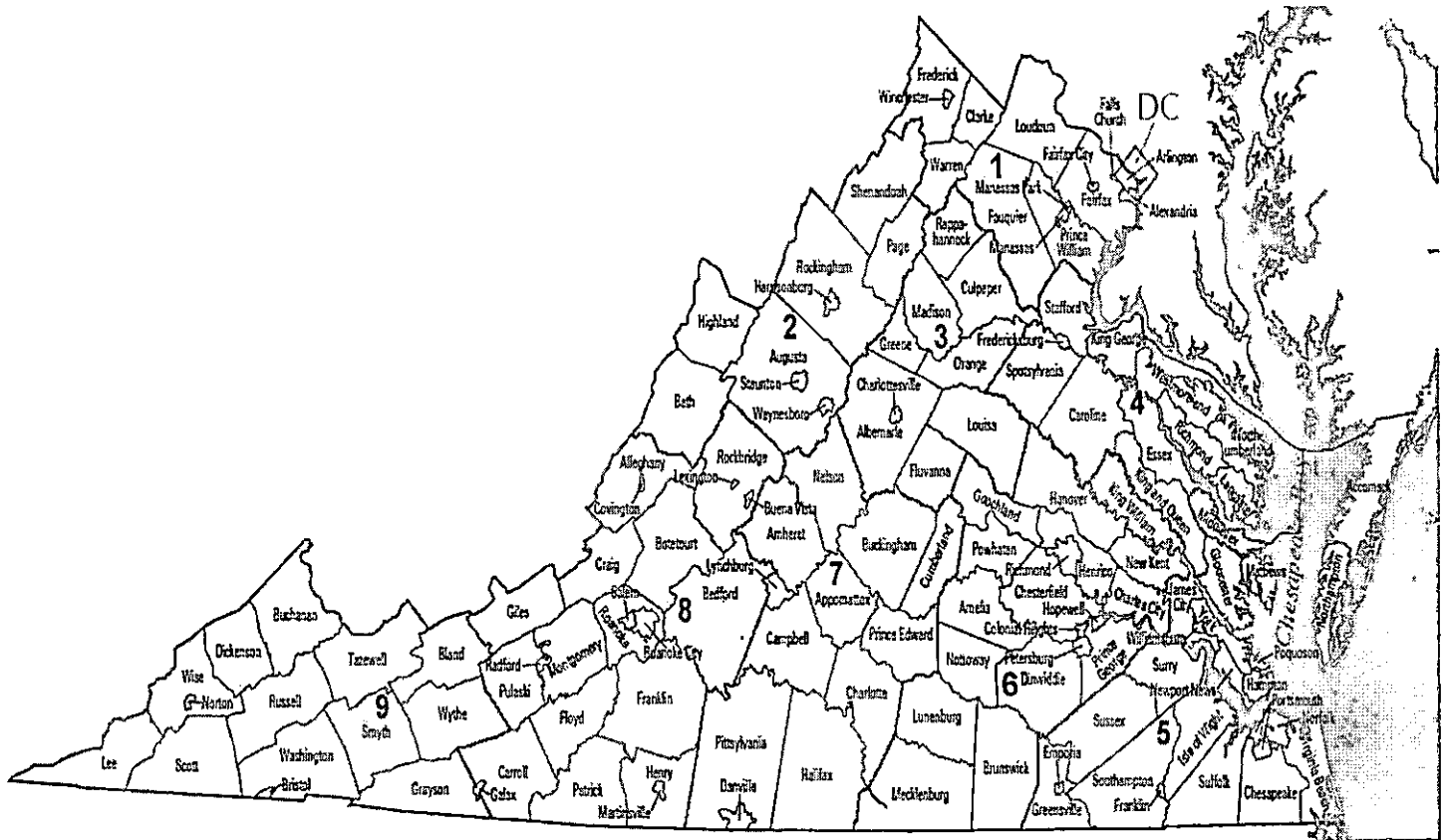
During the period of the contract, Virginia Tech reserves the right to require the contractor to furnish certificates of insurance for the coverage required.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- A. Worker's Compensation - Statutory requirements and benefits.
 - B. Employers Liability - \$100,000.00
 - C. General Liability - \$1,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
 - D. Automobile Liability - \$500,000.00
 - E. Builders Risk – For all renovation and new construction projects under \$100,000 Virginia Tech will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from \$100,000 up to \$500,000 the contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.
 - F. The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.
- 3) **DELIVERY POINT:** Except when otherwise specified herein, all items shall be F.O.B. delivered any point within the Commonwealth of Virginia as directed by ordering department, institution or agency of the Commonwealth or Public bodies of the Commonwealth as defined in Section 2.2-4301 of the Virginia Public Procurement Act.

ATTACHMENT B

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

Zone 1

George Mason University
(Fairfax)

Zone 2

James Madison University
(Harrisonburg)

Zone 3

University of Virginia
(Charlottesville)

Zone 4

University of Mary Washington
(Fredericksburg)

Zone 5

College of William and Mary
(Williamsburg)
Old Dominion University (Norfolk)

Zone 6

Virginia Commonwealth University (Richmond)

Zone 7

Longwood University
(Farmville)

Zone 8

Virginia Military Institute
(Lexington)
Virginia Tech (Blacksburg)
Radford University (Radford)

Zone 9

University of Virginia - Wise
(Wise)

The zone map is provided for the offeror to determine appropriate pricing structures based on approved zones for cooperative institutions. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone

ATTACHMENT C

SAMPLE CONTRACT FORM

Standard Contract form for reference only
Offerors do not need to fill in this form

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: _____

This contract entered into this ____ day of _____, 20____, by _____, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech".

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agrees as follows:

SCOPE OF CONTRACT: The Contractor shall provide the _____ to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From _____ through _____.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the contract documents.

CONTRACT DOCUMENT: The Contract Documents shall consist of this signed contract, Request For Proposal Number _____ dated _____, together with all written modifications thereof and the proposal submitted by the Contractor dated _____ and the Contractor's letter dated _____, all of which Contract Documents are incorporated herein.

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor: _____ Virginia Tech

By: _____ By: _____

Title: _____ Title: _____



**District
Fleet**

Virginia Polytechnic Institute and State University (Virginia Tech)



Procurement Department (MC 0333)

Solicitation #: RFP 0058929

Due Date: 14 June 2019, at 3:00PM

RFP Response

Submitted to:

Virginia Polytechnic Institute and State University (Virginia Tech),
Procurement Department (MC 0333) North End Center, Suite 2100,
300 Turner Street NW, Blacksburg, Virginia 24061

Attn:

Levi Henry
[REDACTED]

Submitted By:

District Fleet, LLC
13724 Pryor Rd,
Thurmont, MD 21788

Point of Contact:

Dan MacDonald, President
Dan@districtfleet.com
[REDACTED]



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District Fleet Introduction:

District Fleet is an SBA certified Small Business and self-certified Minority Business Enterprise (MBE) that provides comprehensive vehicle leasing services to commercial, enterprise and government fleets. District Fleet combines decades of fleet industry experience with an extensive portfolio of flexible vehicle offerings and a tailored vehicle leasing project management approach to delivering mission critical results.

A. Specific Requirements

1. Specific Plans or Methodology to be used to provide the goods/services.
 - i. Provide a description of the methodology that will be employed including specific plans for providing the leased vehicles.

Organizationally, District Fleet utilizes principles derived from the Project Management Institute (PMI) – Project Management Body of Knowledge (PMBOK) which follows a set of processes for Project Initiation, Project Planning, Project Execution, Monitoring & Controlling, and Project Closing. Using an excel spreadsheet with separate columns for mission critical deliverables, we map out project milestones, deliverables, variations in scope of work and continuously evaluate our progress in meeting identified deliverables in a timely and efficient manner.

The project plan resulting from this solicitation would be formed around the Statement of Needs identified in section VII of the solicitation, and incorporated in the finalized lease agreement. Separate columns would be created for vehicle specific information such as: vehicle type, make, model and the location of the courtesy delivery dealer. Additionally, we would add columns to designate lease term, maintenance schedule, mileage reporting and any unique data points critical to meeting the performance requirements of the contract. The spreadsheet would be updated regularly and shared with the customer to solicit feedback, and provide visibility of contract deliverables. Quarterly, or as required, we will do a quality control check and performance review to address areas that require improvement. This process is repeated until contract close out.

District Fleet understands the vehicle type requirement may be subject to change and we are well positioned with our auto industry relationships, access to cutting edge data, fleet pricing and proven negotiation experience. We have cultivated relationships with major OEM's and have been an active stakeholder with the National Association of Fleet Administrators (NAFA), The Greater Washington Region Clean Cities Coalition (GWRCCC), The Virginia Clean Cities Coalition (VCC), The Virginia Department of Environmental Quality (DEQ) and The U.S. Department of Transportation (DOT). We push industry to support innovative technologies, and we leverage banking relationships to capitalize on grants and tax incentives for alternative fueled vehicles.

District Fleet utilizes fleet management industry best practices to locate, negotiate, secure, finance, transport, deliver, and commission new vehicles.

Locate – District Fleet personnel have decades of relationship building experience buying vehicles from the best fleet-orientated automotive dealers in the nation. These dealers leverage their buying power to provide industry-leading discounts to fleet buyers. District Fleet has access to these cost saving programs and we pass along these savings to our customers. Typically, we unlock the most savings with factory ordered vehicle purchases, for that reason, if time allows us to plan ahead, we recommend factory ordering new vehicles, but if required, we are able to locate and secure vehicles from local dealer inventory. District Fleet has access to databases full of OEM dealer inventory which allows us to search for vehicles locally, regionally, or nationally to fulfill task orders in real time.

Negotiate – District Fleet relies on cutting edge industry data to provide insight into vehicle purchase price history, incentives, offers, rebates, and CAP programs. We have a proven proprietary negotiation process, that allows us to secure vehicles at the best prices for our clients.



A 1 i).

Financing- District Fleet has a multi-year relationship with teaming partner and fleet management industry mentor the Bancorp Bank. District Fleet has a line of credit and access to the fleet management resources of a \$4.4B direct lending financial institution. Unlike many other small businesses, District Fleet has immediate access to capital and we pride ourselves in being able to fund our suppliers on the same day an order is received. We have Open-End Lease, Closed-End Lease, Municipal-Lease, and various Lease-Financing options. We offer flexible mileage and lease terms such as: 12 months, 18 months, 24 months, 36 months, etc. District Fleet has included of a copy of our standard Closed-end lease agreement and we would be happy to provide similar documentation for other lease types, as required.

Transport – District Fleet participates in major OEM factory order fleet delivery programs, which allows for drop ship, ship-to, and upfitting passthrough for factory orders. We also work with a network of fully licensed and insured auto transport companies to pick-up and transport vehicles sourced from dealer inventories outside the ideal delivery radius (ex. Pickup, transport and delivery to southwestern Virginia of the vehicle VTTI had to have from that dealer in Las Vegas). Our transportation partners are fully licensed, insured, and possess the latest telematics software so we can track deliveries in real time.

Vehicle Delivery – Vehicles will be delivered via an OEM courtesy delivery program at a local dealership or via pre-arranged delivery point. Details are provided in section ii below.

Commissioning - Project management and paperwork are our strengths, we create pre-delivery kits for all of our vehicle acquisitions, so that courtesy delivery dealers have all the necessary paperwork to tag-title and tag vehicles for operation. We also can provide specialty services such as toll management, fuel management, or maintenance sign-up and on-boarding. We work hard in advance of delivery to make sure our vehicles are road ready, once they have reached the delivery location.

End of Lease - District Fleet has a re-marketing and disposition team that works closely with you to simplify end of lease logistics. We arrange for a 3rd party to complete a vehicle inspection with all parties in attendance, so that the wear and tear evaluations are fairly measured. We help arrange pick-up and transport of the vehicle(s) to one of our disposition centers and provide necessary documentation in addition to the return of all customer belongings.

A 1 ii. Provide delivery and/or pickup information and plan for efficient and timely delivery or pickup. (For example, an inefficient and unreasonable option would be vehicle pickup in Las Vegas).

District Fleet will utilize our project management spreadsheet to effectively track, monitor and provide efficient and timely delivery/pickup of vehicles. Traditionally we use courtesy delivery dealers within a 50-mile radius of the customers location to complete vehicle deliveries. All major OEM dealerships are required to participate in the courtesy delivery fleet program. There is a pre-determined fee schedule that includes properly receiving a vehicle, clean-up, Pre-Delivery Inspection (PDI), fueling, and title/tag if required. This model is a great way to engage with local suppliers and service providers and we know that is important to Virginia Tech. We provide our courtesy delivery dealers with a District Fleet Courtesy Delivery Kit that carefully organizes all the pertinent information required to complete the vehicle delivery and these data points are also tracked in the spreadsheet to ensure accurate compliance with the deliverables. For OEM's that may not have a local courtesy delivery dealer (Tesla) we will work with the customer to make special arrangements for direct delivery via a licensed and certified transport company.

Here is a shortlist of Courtesy Delivery dealers:

Cadillac/Chevrolet/Buick - Harvey's of Radford, VA

Ford – Motor Mile Ford, Christiansburg, VA

Audi Roanoke

Mercedes-Benz of Roanoke

Starcraft – Sonny Merryman, Inc of Evington, VA

- iii. Provide a copy of month lease documents. (See Attachment A)
- iv. Provide information required for maintenance service responsibilities.

District Fleet standard maintenance service responsibilities lie with the lessee. The lessee is solely responsible, at its own expense, for maintaining and servicing the vehicle, during the term of the lease. The lessee shall fully comply with the manufacturer's warranty and maintenance schedule for the vehicle. To assist the lessee in meeting these obligations, District Fleet offers a portfolio of value-added service/maintenance plans from industry leading service providers. We also work with our customers to identify local service providers that have a history of providing high quality, timely and efficient service.



- v. Provide a timeline for delivery of leased vehicle after receipt of orders. This is critical due to research timeline parameters.

District Fleet has flexible delivery terms and can adjust to meet demanding delivery requirements. Factory ordered vehicles typically have a 90-day delivery timeline. District Fleet can also source from local and national dealer inventory to deliver vehicles in as little as 48 hours. Standard turn-around time for dealer in-stock vehicles is 14 days.

- vi. Describe your firm's commitment to reliability, responsiveness, competence, courtesy, communication, credibility, security, safety, and understanding of customer needs.

District Fleet's commitment to quality customer service is evidenced in our use of the PMBOK methodology and by our unwavering desire for our customers experiences and perceptions to meet and exceed the expectations outlined in the statement of work/needs.

Reliability - Utilization of the PMBOK method and the excel spreadsheet of deliverables allows our customers to track our ability to performed the promised services in a dependable, and accurate manner. We clearly identify and communicate deliverables at the onset of contract and keep accurate records of our progress, throughout the life of the contract.

Responsiveness – District Fleet assigns a dedicated Fleet Service Representative (FSR) to manage each of our contracts. This individual is the primary point of contact and they are responsible for providing prompt and timely service to the customer. Our policy is to respond to all emails and phone calls within a 24-hour period, though it is very likely you will hear from us by the end of the day if not immediately. With modern technologies such as text messaging, slack, and customizable notification systems, we are able to address inquiries, trouble-shooting service tickets or special requests in an organized and responsive manner.

Competence - District Fleet support personnel combine over 30 years of fleet management industry experience and best practices to bear in support of our customers. We are active in our continuing education of industry trends and innovative product offerings. We have the knowledge and skills to deliver comprehensive fleet management services that will help our clients meet their mission requirements.

Courtesy – We always consider the customer's priorities first. We aim to be polite, respectful, and conscious of our customer and industry partners time and business. We understand you have choices and we do not take your business for granted.

Communication – We strive to provide exceptional levels of communication with our clients. We work diligently to listen to our clients' needs and document their preferences. Our project management excel spreadsheet does a great job of tracking progress and providing thorough project updates. We believe communication is critical to fully understanding the needs and expectations of customer and quality service depends on it.

Credibility – District Fleet is a preferred provider of fleet leasing services to the Federal Government. We have an OpenRating score of 97 (out of 100) (Attachment C) and we have gone through rigorous evaluation and review to be able to provide quality vehicle leasing services to the highest levels of the Government. We believe in honesty and integrity and putting the interests of our clients first and foremost.

Security - District Fleet's commitment to quality service which is proven by daily practices of reliability, responsiveness, competence, courtesy and communication allow our clients to feel comfortable that their fleet management operations are secure, and in good hands. Our policies work to mitigate risk, promote safe and efficient practices and ensure confidentiality.

Knowing the customer – District Fleet's founder and President, Mr. Daniel MacDonald is an active Alumni of Virginia Tech. The principles of Ut Prosim are evident in the daily practices of District Fleet. We work very hard to understand our customer's needs. Listening before presuming, cultivating relationships and becoming more than just a vendor. We serve and strive to help our clients meet and exceed their mission requirements. We look forward to learning more about how we can help Virginia Tech reach their goals.



- vii. Include any examples of improved service design and delivery that achieved higher levels of service quality and delivery.

District Fleet's use of PMBOK Project Management principals ensures all of our customers receive high levels of service quality and delivery. The visibility and accountability we provide our customers with the use of the project management spreadsheet allows us to stand apart from our competitors. We go above and beyond sending an email of an expected delivery date. We track weekly dealer reports; provide actual status updates and we also get ahead of identified obstacles. Our thorough analysis of needs and the paperwork required to satisfy those deliverables is an example of our outstanding service quality.

The U.S. Army required sixteen (16) new F-150 4x4 pickup trucks and Three (3) passenger vans to be acquired and delivered to an Army training facility in less than 30 days. We were able to source all 19 vehicles from regional dealerships, secure them, prep them, and deliver them on-base (through security) 5 days ahead of schedule. We received accolades for accomplishing what other fleet management companies said couldn't be done in such a short time. This same satisfied customer has extended their lease twice, since the beginning of the contract.

- viii. Describe your firm's quality customer service addressing specifically efficient, timely, and friendly service, building strong relationships with customers, handling complaints quickly, and responding to customer issues timely.

Quality customer service dovetails with the nine elements described in our response to question vi above. Efficient, timely and friendly service starts with being accessible. We assign a dedicated Fleet Service Representative (FSR) to each contract. This individual is the primary conduit for customer communication and their job is to be a resource. Our 24-hour email response policy ensures a timely response. In addition, we often communicate with our customers via text message throughout the day, for routine information exchanges. We work very hard to get to know our customers needs, communication styles, tendencies and even hot buttons. It is our goal to not only be a preferred vendor, but to be your mission partner for the long haul. Our response time, attention to detail and customer service-oriented focus is why we received an OpenRatings score of 97 (out of 100) [See Attachment C). OpenRatings is a past performance evaluation system developed by Dun and Bradstreet to gather reference data on vendors. A detailed survey is taken from existing/recent customers that evaluate successful performance on contracts. The categories measured are: Overall Performance, Reliability, Cost, Order Accuracy, Delivery/Timeliness, Quality, Business Relations, Personnel, Customer Support and Responsiveness.

District Fleet works hard to be organized and plan ahead, but we understand customer priorities change and accidents happen. We take a methodical approach to handling complaints. First, we document the complaint, then we work with the customer to fully understand and identify the problem. We review potential solutions, associated risks, critical timelines and then we weigh various solutions. Once a resolution path is agreed upon, we work tirelessly to solve the deficiency and insert policies in place make sure it doesn't happen again. Weekly, Monthly, Quarterly quality assurance meetings can be scheduled until expectations are met.

- ix. Describe premature lease termination liability.
The lessee is responsible for the remaining payments for the term of the lease. The lessor will consider alternative measures of being made whole.
- x. Specify the method for calculating total loss liability for the University. Specifically, how to determine the value at X months.
Total Loss Liability = Remaining payments for the term of the Lease + Residual Value.

2. Price

- a. Provide your pricing plan once vehicle year, model, and requirements are known.
(Pending Vehicle info)

3. Qualifications and Experience of the offeror in providing the goods/services.



3a. Provide a description of the qualifications and experience of the individuals that will participate in fulfilling the obligations of the RFP.

Dan MacDonald –

[Redacted]

Phil Capron –

[Redacted]

Gwynne Pals –

[Redacted]

Danielle Feinstein –

[Redacted]

Steve Deschambault -

[Redacted]

3b. Describe the qualifications and experience of the firm in providing the services described herein.

District Fleet is a full-service fleet management company that provides comprehensive and affordable fleet leasing solutions to commercial and government fleets. We were established in 2016, but our team brings decades of fleet management knowledge and experience to bear in support of fleet customers mission requirements. We are a dedicated and reliable partner with a proven track record of delivering customized fleet management solutions on time, on budget, and within scope.



3b.) District Fleet has experience managing multiple 100+ vehicle fleet portfolios and coordinating vehicle deliveries to multiple locations nationwide. We have worked with several of the top branches of the Federal Government to provide specialized vehicles to demanding customers that require constant communication, the utmost attention to detail and extreme discretion. District Fleet has experience funding emerging technologies such as Electric Vehicles with Vehicle-to-Grid (V2G) technologies and working with state and local governments to incentivize tax credits that certain customers may not be eligible for directly.

Our expertise in project management, logistics and customer service set us apart from our competitors. We take pride in cultivating lasting relationships with our customers and earning their respect for the strategic advice that we often provide. We strive to be more than just another vendor; we want to be a critical part of the team that you can rely on for years to come.

Our team has successfully managed 1000's of vehicles through the entire fleet management contract lifecycle, to earn repeat business and follow on contracts for having provided exceptional service. We have completed thousands of vehicle selection determinations, pre-delivery inspections, deliveries, routine maintenance calls, fuel management programs, toll management programs, incident reporting, end of lease processing, vehicle remarketing and contract close outs.

As good as our knowledge and experience is, what really makes District Fleet great, is having amazing industry partners that we can depend on to provide the resources required to tackle any scope of work. We are engaged in a Mentor-Protégé relationship with the Bancorp Bank, a large direct lending financial institution with more than \$4.4B in assets. The Bancorp bank (who we propose as being a formal teaming partner) has a fleet management division that manages thousands of vehicles for hundreds of commercial and government fleets. The Bancorp Bank is a strong advocate for Small Business participation and has committed to provide District Fleet with Financial, Marketing, Compliance and Advisory Support Services. A funding letter from the Bancorp has been attached to this response as Attachment B.

3c. Provide four (4) recent references, either educational or government, for whom you have provided the type of goods/services described herein. Include the date(s) the goods/services were furnished, the client name, address and the name and phone number of the individual Virginia Tech has your permission to contact.

District Fleet References					
Period of Performance	Client Name	Client Address	Primary POC	POC Phone	POC Email
June 2018 – June 2021	The Joint Chiefs of Staff				
March 2017- March 2019; Extended: April 2019 – August 2019	U.S. Army – Army Contracting Command (ACC)- Aberdeen Proving Grounds (APG) – Tenant Division (W91ZLK)				
September 2018 – September 2021	U.S Navy – Naval Facilities Engineering Command (NAVFAC) Pacific Command (PACOM)				



September 2017-September 2021	The Missile Defense Agency (MDA)	
September 2017 – September 2021	The U.S. Dept of Transportation	

4. Participation of Small, Women-owned and Minority-owned Business (SWaM) Business:

If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at <http://www.sbsd.virginia.gov/>

District Fleet is in the process of gathering the documents required to submit an application for SWaM certification. We are qualified, we simply need to complete the certification process.

5. The return of the General Information Form and addenda, if any, signed and filled out as required.

TYPE OF BUSINESS: (Please check all applicable classifications). If your classification is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your certification number: _____ . For assistance with SWaM certification, visit the SBSD website at <http://sbsd.virginia.gov/>

____ **Large**

☒ **Small business** – 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. Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) certified women-owned and minority-owned business shall also be considered small business when they have received SBSD small business certification.

____ **Women-owned business** – A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, 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 the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.

☒ **Minority-owned business** – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) 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.



COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number) District Fleet, LLC		FEDERAL TAXPAYER NUMBER (ID#) <div style="background-color: black; width: 100px; height: 30px;"></div>	
BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name)		BILLING NAME (Company name as it appears on your invoice) District Fleet, LLC	
PURCHASE ORDER ADDRESS District Fleet 1106 5 th St, NW Washington, DC 20001		PAYMENT ADDRESS Lease Payment Center P.O. Box 140733 Orlando, FL 32814	
CONTACT NAME/TITLE (PRINT) Dan MacDonald, President			E-MAIL ADDRESS dan@districtfleet.com
TELEPHONE NUMBER 202.257.3797	TOLL FREE TELEPHONE NUMBER	FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS	

I acknowledge that I have received the following addendums posted for this solicitation.

1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____ (Please check all that apply)

Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the Code of Virginia, 2.2 – 3102 - 3112

YES _____ NO X

SIGNATURE Daniel P. MacDonald Date: June 12, 2019

02/12/2019



**District
Fleet**

Sales/Customer Service
13724 Pryor Rd
Thurmont, MD 21788
(202)257-3797

**MASTER LEASE AGREEMENT
CLOSED-END LEASE**

Date: October 18, 2019

1. LEASE. This Master Lease Agreement ("Agreement"), made as of the date set forth above, is by and between District Fleet, LLC ("Lessor"), and Virginia Polytechnic Institute and State University (Virginia Tech), located at 300 Turner Street, NW, Blacksburg, VA 24061 ("Lessee").
2. LEASE. In consideration of the mutual covenants and upon the terms and conditions contained in this Agreement, Lessor leases to Lessee and Lessee hires from Lessor each motor vehicle described in one or more Schedules signed by Lessee and added from time to time to this Agreement (each, a "Vehicle") on the terms and conditions in the Schedule and as hereinafter set forth below.
3. TERM. The Term of the Lease of any Vehicle shall be listed on the Schedule. It shall commence on the date the Vehicle is delivered to Lessee or Lessee's representative or on the day Lessor pays a dealer or supplier for the Vehicle, whichever occurs first (the "Commencement Date").
4. THE MONTHLY PAYMENT shall be paid in advance on the first day of the month for each calendar month during the Term of the Lease, except that the Monthly Payment for the first month shall be paid on the Commencement Date. The first calendar month of the Term of this Lease shall be deemed to be (i) the calendar month in which the Commencement Date occurs, if the Commencement Date occurs on or before the 15th day of the month, or (ii) the calendar month following the Commencement Date, if the Commencement Date occurs after the 15th day of the month. The Lessee's obligation to make Monthly Payments shall continue during any period the Vehicle is inoperable due to mechanical failure, damage, repair, loss, seizure or any other reason.
5. MAINTENANCE; INSPECTION
 - (a) Lessee shall be solely responsible, at its own expense, for maintaining and servicing the Vehicle, during the term of this Lease, as provided in Section 6 below. Lessor shall have the right to inspect the Vehicle upon request at any reasonable time.
6. STANDARDS FOR WEAR AND USE. Lessee shall, during the term of this Lease, use, maintain, operate and service the Vehicle so as fully to comply with the following standards:
 - (i) The Vehicle shall be used in accordance with the monthly mileage allowance listed in the Schedule. Lessee shall pay to Lessor upon termination of the Lease of that Vehicle an excess mileage charge of the amount listed in the Schedule for each mile in excess of such allowance;
 - (ii) Lessee shall fully comply with the manufacturer's warranty maintenance schedule for the Vehicle;
 - (iii) The Vehicle shall be returned to Lessor (at the termination of the Lease or otherwise) in good operating condition and with the same equipment (or equipment reasonably equivalent in value and utility) as was installed in the Vehicle when delivered to Lessee. Lessee shall pay for any loss in value to the Vehicle caused by misuse, negligence or accident and for all damages to the Vehicle. Lessee shall pay all costs of restoring the Vehicle to good condition for resale, including (but not limited to) replacement or repair of missing or damaged parts and equipment, broken glass or lights, worn tires, cracked engine block, dents, scratches and other damage in excess of ordinary wear and tear; and
 - (iv) Lessee shall not tamper (or permit any other person to tamper) with the odometer, air pollution controls or United States Department of Transportation-required safety equipment of the Vehicle.
7. RETURN OF VEHICLE. Lessee agrees to return the Vehicle to Lessor at the end of the term of the Lease. Lessee agrees to return the Vehicle at Lessee's expense to the Lessor's place of business or such other place as shall be agreed upon between Lessor and Lessee. Lessee agrees to return the Vehicle in good operating condition and working order, free from physical or mechanical damage, except for reasonable wear and tear. Lessee agrees to return with the Vehicle all license plates, the Vehicle registration and all other documents related to ownership or possession of the Vehicle. Lessee further agrees to accurately report to Lessor the correct mileage accumulated on the Vehicle. Lessee shall pay to Lessor all sums then due under the Lease, including but not limited to all sums due under Section 6 above.
8. MONTHLY STATEMENTS OR PAYMENT COUPON BOOKLETS. Prior to the date each Monthly Payment is due except for the first Monthly Payment, Lessor shall render to Lessee a single statement of the Monthly Payment payable for that calendar month. The Monthly Payment shall be paid at the office of Lessor designated in the monthly statement. In lieu of rendering monthly statements, Lessor may elect to issue a coupon booklet, in which case Monthly Payments shall be made by Lessee in accordance with the instructions and on the dates specified in the coupon booklet.
9. EXPENSES, FEES, TAXES, AND OTHER CHARGES. In addition to the Monthly Payment, Lessee agrees to pay: (i) all expenses, fees and taxes incurred in connection with the titling, licensing and registration of the Vehicle, whether disclosed or undisclosed; (ii) all expenses in connection with the possession, use and operation of the Vehicle including but not limited to gasoline, oil, grease, repairs, maintenance, tires, storage, parking, tolls, fines, towing and servicing; (iii) all applicable sales, use, registration, personal property

- and other taxes related to the Vehicle, unless lessee is exempt; and (iv) all fees, expenses and taxes in connection with any re-registration of the Vehicle if the Lessee permanently garages the Vehicle in a locale other than that originally registered. Lessee agrees to reimburse Lessor upon demand for any and all costs covered under this Section 9 which Lessor may pay on Lessee's behalf.
10. **LATE PAYMENTS.** If Lessee does not make any Monthly Payment or pay any of the charges due under Sections 6, 7 and 9 of this Agreement within ten (10) days after the date on which such Monthly Payments or charges are due, Lessee agrees to pay a single late charge of five percent (5%) of the Monthly Payment. Lessee also agrees to pay all reasonable attorney's fees plus court costs, if the Lease is placed for collection in the hands of an attorney who is not a salaried employee of Lessor.
 11. **DEPOSIT.** Lessee shall deposit with Lessor on the date of the Lease the sum indicated in the Schedule (the "Deposit") as security for the full and faithful performance by Lessee of all terms, covenants and conditions of the Lease evidenced by that Schedule. This sum shall be returned to Lessee at the end of the Term of the Lease or upon termination of the Lease provided that the Lessee has not breached any of the terms, covenants and conditions of the Lease.
 12. **CANCELLATION OF ORDER, DAMAGES.** If Lessee shall instruct or otherwise cause Lessor to cancel the order for a Vehicle from any dealer, supplier or manufacturer after the execution of the Schedule, then Lessee shall reimburse the Lessor for any costs associated with the cancellation.
 13. **DELIVERY OF VEHICLE.** The Vehicle shall be delivered to Lessee at the supplying dealer's place of business or at such other place as shall be agreed upon between Lessor and Lessee. If delivery is not made at the supplying dealer's place of business, then delivery of the Vehicle to Lessee shall be made within five (5) days after the Vehicle is delivered to Lessor by the dealer, supplier or manufacturer. Lessor shall have no liability if the dealer, supplier or manufacturer does not deliver the Vehicle to Lessor or to Lessee for whatever reason.
 14. **NO WARRANTIES.** Lessee's acceptance of the Vehicle at the place agreed upon for delivery shall constitute an acknowledgement by Lessee that the Vehicle complies with the specifications for the Vehicle described in the Schedule added to this Lease. **LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN, CONDITION OR QUALITY OF THE MATERIAL, WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE VEHICLE.** Lessee agrees that Lessor has no liability to Lessee for any damage or loss caused directly or indirectly by the Vehicle or which results from the condition, maintenance, possession, use or operation of the Vehicle.
 15. **VEHICLE USE,**
 - (a) Lessee shall not use or allow the use of the Vehicle for any illegal purpose or for the transportation of any material deemed extra hazardous by reason of being explosive or inflammable. Lessee will reimburse Lessor for all damages sustained by Lessor as a result of such use. Lessee will also reimburse Lessor for any Vehicle confiscated by any governmental agency, or other expense incurred as a result thereof, whenever such confiscation or expense is caused by the illegal use of the Vehicle.
 - (b) Lessee shall not use or allow the use of the Vehicle for towing, pushing or any purpose other than that for which it is designed, nor for the transportation for hire of goods, passengers or animals.
 - (c) Lessor shall not be responsible or liable for loss to any goods or other property placed or carried in or on the Vehicle.
 - (d) Lessee shall not use or allow the use of the Vehicle outside of the United States without the prior consent of Lessor.
 16. **VEHICLE OPERATION,**
 - (a) The Vehicle shall be operated only by a safe, competent and duly licensed driver. If Lessee is an individual, Lessee represents and warrants that Lessee has a valid driver's license issued in Lessee's name by the Department of Motor Vehicles or other appropriate agency of the state in which Lessee resides. If Lessee's driver's license is ever revoked or suspended, Lessee must notify Lessor of this fact in writing within ten (10) days. Upon such an event, Lessor may demand redelivery of the Vehicle upon ten (10) days notice at Lessor's place of business or at any place agreed upon by Lessor and Lessee. If such an election is made, upon redelivery of the Vehicle, the termination provisions of this Lease shall govern.
 - (b) Lessee and any person authorized by Lessee to operate the Vehicle shall be solely responsible for individual fines and penalties for parking, traffic and speeding violations. Should Lessor be required to pay any fine or summons, Lessee shall reimburse Lessor for same upon demand.
 17. **OWNERSHIP, REGISTRATION AND TITLE.**
 - (a) This is a contract of leasing only, and Lessee acquires no ownership, title, property rights or interest in or to the Vehicle (or any option therefor), but only the right of possession and use in accordance with the provisions of this Lease.
 - (b) The Vehicle shall be registered in the name of Lessor during the term of the Lease and any certificate of title or similar documents shall likewise be in the name of Lessor. Lessor may elect to place title of the Vehicle in the name of a trustee or custodian with the same force and effect as though the Vehicle were titled in the name of Lessor.
 18. **POSSESSION AFTER THE LEASE HAS ENDED.** If Lessee retains possession of the Vehicle after the Term of the Lease has ended, Lessee agrees that all the terms of this Lease shall remain in full force and effect and that Lessor shall continue to charge Lessee the Monthly Payment and any other charges under the Lease. This Section 18 shall not be construed as granting Lessee any right whatsoever to retain possession of the Vehicle after expiration of the Lease, nor as a waiver by Lessor of any of Lessors rights under the default provisions of this Lease.

19. **INSURANCE.**
- (a) Lessee agrees to pay for and maintain public liability and property damage insurance for personal injury, death or property damage covered by the Vehicle or its operation, in compliance with applicable law, but in any event not less than One Hundred Thousand Dollars (\$100,000) for any one person injured or killed, Three Hundred Thousand Dollars (\$300,000) for more than one person injured or killed in any one accident, and Fifty Thousand Dollars (\$50,000) for damage to property of others in any one accident.
 - (b) Lessee further agrees to pay for and maintain collision insurance on the Vehicle with a One Thousand Dollar (\$1,000.00) (or less) deductible and comprehensive coverage insurance including fire and theft with a One Thousand Dollar (\$1,000.00) (or less) deductible. Lessee agrees to obtain and maintain any additional insurance coverage required in the state in which the Vehicle is operated.
 - (c) Lessee agrees to furnish Lessor with insurance endorsements or other written evidence of the above-required insurance coverage with insurance companies satisfactory to Lessor. Lessor and any other party in interest designated by Lessor shall be named as an additional insured and loss payee. Receipt of the written evidence of insurance by Lessor or its authorized agent shall be a condition of delivery of the Vehicle to Lessee. The insurance coverage shall begin on or prior to the date the Vehicle is delivered to Lessee and shall continue in full force until Final Settlement of the Lease. No cancellation or material change in and of the insurance required under this Section 19 shall be permitted without the prior approval of Lessor upon thirty (30) days advance written notice. If, at any time, notice of cancellation of insurance coverage is given by the carrier, Lessee agrees to deliver the Vehicle to Lessor or Lessors representative prior to the effective date of cancellation.
 - (d) During the investigation, defense or prosecution of any claim or suit arising from possession, use or operation of the Vehicle, Lessee agrees to cooperate fully with the Lessor and the insurance carriers.
20. **INDEMNITY.**
- (a) Lessee agrees to assume all nobility for injury, death and property damage occasioned by the operation, maintenance, use and possession of the Vehicle at all times prior to the termination or expiration of the Lease, redelivery of the Vehicle to Lessor and Final Settlement. Lessor does not assume any liability for any acts or omissions of Lessee or Lessee's drivers, agents or employees. Lessee hereby releases Lessor and agrees to indemnify and hold harmless Lessor and Lessor's agents and employees from any and all claims against Lessor or Lessors agents and employees of any kind or nature whatsoever arising out of or resulting from the condition (including latent and other defects not readily discoverable) of the Vehicle, or the use or operation of the Vehicle by any person. Lessee agrees to indemnify Lessor for any expenses and legal fees related to such claims. The indemnity and assumption of nobility in this Section 20 shall continue in full force and effect at all times prior to expiration or termination of this Lease, redelivery of the Vehicle to Lessor and Final Settlement.
 - (b) Lessor agrees to give Lessee prompt notice of any claim or liability hereby indemnified against.
21. **REPAIR, DAMAGE, LOSS, THEFT, DESTRUCTION AND SETTLEMENT THEREFOR.**
- (a) Lessee shall bear all risks of damage, loss, theft or destruction, partial or complete, of the Vehicle. Lessee agrees to keep the Vehicle in efficient working order and repair.
 - (b) The cost and expense of all replacement parts, repairs or substitution of parts or equipment on the Vehicle shall be borne by Lessee.
 - (c) If the Vehicle is lost, stolen, destroyed or damaged beyond repair, Lessee shall promptly notify Lessor and hold the Vehicle or wreckage for disposal.
 - (d) Lessee's obligation to make any payments under this Lease shall continue until Final Settlement.
22. **REMOVAL OF VEHICLE.** Lessee agrees that the Vehicle will not be permanently removed from the state of Lessee's residence or place of business or operation as indicated in this Lease. Lessee also agrees not to remove the Vehicle temporarily from such state for any period of time or otherwise under such circumstances as would require registration or licensing of the Vehicle in any other state, without the prior written consent of Lessor.
23. **NO ABATEMENT OR SET-OFF.** Lessee agrees that the sums payable to Lessor under any Section of this Lease shall not be subject to any defense, set-off, counter-claim or recoupment whatsoever by reason of any damage to or loss or destruction of the Vehicle, or by reason of any interruption for whatever cause in the use, operation or possession of the Vehicle.
24. **DEFAULT OF LESSEE.** Lessee shall be in default under the Lease under any one or more of the following circumstances:
- (a) If Lessee fails to make any payments specified under the Lease;
 - (b) If Lessee fails to perform or permits the breach of any of the terms, conditions, covenants or agreements of the Lease;
 - (c) If bankruptcy or insolvency proceedings are commenced by or against Lessee, or if Lessee shall make an assignment for the benefit of creditors, or if any action shall be taken against or by Lessee to accomplish any such purpose, or if a receiver of the property or business of the Lessee shall be appointed, or if Lessee has permitted or suffered any distress, attachment, levy or execution to be made or levied against any or all of the property of Lessee;
 - (d) If Lessee is in default under any other agreement between Lessee and Lessor;
 - (e) If any insurance company cancels any required insurance on the Vehicle or determines that Lessee is an uninsurable risk at standard rates;
 - (f) If any other person obtains an interest in the Vehicle including a lien or encumbrance on the Vehicle; or
 - (g) Upon the occurrence of any event which Lessor reasonably believes imperils the prospect of full performance or satisfaction of the Lessee's obligations herein.
25. **REMEDIES OF LESSOR.** If Lessee is in default of the Lease as defined in Section 24, Lessee agrees that Lessor may exercise any or all of the following rights and remedies:
- (a) Cancel this Lease and take possession of the Vehicle by lawful means. Once Lessor repossesses the Vehicle, Lessor will hold it free and clear of the Lease and any of Lessee's rights under the Lease;
 - (b) Take such action as Lessor may deem necessary and/or appropriate in order to protect, preserve or otherwise safeguard the Vehicle;

- (c) Call all sums owing under the terms of the Lease immediately due and payable including without limiting any damages, late payments and indemnities provided for under the Lease;
- (d) **PROCEED TO COLLECT ALL SUMS DUE UNDER THE TERMS OF THE LEASE, IN WHICH EVENT LESSEE AGREES TO PAY ALL COSTS AND EXPENSES OF COLLECTION INCLUDING LESSOR'S COURT COSTS, ATTORNEY'S FEES AND OTHER COLLECTION EXPENSES;**
- (e) Exercise any right or remedy available at law, equity or otherwise, as a result of Lessee's breach or negligence. Repossession by Lessor and any sale by Lessor of any Vehicle repossessed shall not affect the right of Lessor, and Lessor shall nevertheless have the right, to recover from Lessee any and all damages which Lessor shall have sustained by reason of the breach by Lessee of any of the covenants and terms of the Lease. Lessors rights and remedies with respect to any of the terms and conditions of the Lease shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies in Lessors favor.
- The failure by Lessor at any time to exercise any remedy or right reserved to it, or to require performance of any of the terms or provisions of the Lease, shall not be a waiver of any default under the Lease nor a waiver of any right of Lessor upon Lessee's default nor shall it affect the right of Lessor to enforce the provisions of the Lease thereafter.
26. **ASSIGNMENT, TRANSFER, SUBLEASE, PLEDGE** Lessee's interest under this Lease or its right to possession of the Vehicle shall not be transferred by assignment, operation of law or otherwise. Lessee shall not sublet the Vehicle without the prior written consent of Lessor. Lessee shall not pledge, mortgage or otherwise encumber any right or interest it has under the Lease.
27. **NOTICE.** All notices, requests or consents that either party is required or desires to give the other party shall be in writing signed by or on behalf of the party giving the same, sent by United States registered or certified mail, addressed to the other party, at its respective address stated above or below or such other address as either shall hereafter furnish the other in writing, and shall be effective from the date of receipt, except for such sent by Lessor which shall be effective from the date of mailing. Lessee shall advise Lessor within thirty (30) days of any change in Lessee's address, or any change in the address of the driver of the Vehicle.
28. **ENTIRE AGREEMENT.** This Agreement and the Schedule or Schedules appended hereto constitute the entire agreement between the parties and shall not be amended or altered in any manner except by an instrument in writing executed by both parties and attached hereto.
29. **MARYLAND LAW GOVERNS.** The Lease shall not be effective unless and until accepted and executed by an officer of Lessor. The Lease and the rights and obligations of the parties hereunder shall be construed, interpreted and determined by the laws of the State of Maryland, where Lessor has its principal place of business.
30. **SEVERABILITY.** Any provision of the Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and no such prohibition or unenforceability in any jurisdiction shall invalidate such provision in any other jurisdiction.
31. **JOINT AND SEVERAL LIABILITY.** If more than one Lessee executes the Lease, their obligations under the Lease shall be primary, joint and several.

<p>LESSEE: _____</p> <p>Signature: _____</p> <p>Title: _____</p>	<p>LESSOR: <u>District Fleet, LLC</u></p> <p>Signature: _____</p> <p>Title: Daniel MacDonald, President</p>
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Attachment 1

Negotiation Questions for District Fleet LLC

1. Virginia Tech Question:

Are there any additional forms or documents that you will require to be incorporated into the contract documents? If so, please submit.

District Fleet LLC Response:

No, not at this time.

2. Virginia Tech Question:

Does District Fleet LLC agree to provide monthly invoices with payment due thirty (30) days after receipt of invoice or goods/services, whichever is later?

District Fleet LLC Response:

Yes we agree.

3. Virginia Tech Question:

Do you agree that you will be performing services as an Independent Contractor, Company, Corporation, or other business entity and are not an employee of Virginia Tech or any other Commonwealth Entity?

District Fleet LLC Response:

Yes, we agree.

4. Virginia Tech Question:

End of Contract Service Transition Expectations: If or when transition of service to another provider is required (end of contract life or otherwise), the university would require the incumbent firm to cooperate fully in a successful transition of services. Explain any requirements your firm might have in preparing for such a transition of services. Additionally, please indicate your willingness to establish a transition plan alongside the new provider of service which may include but not be limited to sharing important data and/or existing service information via a cooperative knowledge transfer process.

District Fleet LLC Response:

We will cooperate once any related competitive bidding process has been complete. We have the right to protect confidential information on our pricing structure, but are open to sharing vehicle data and service information.

5. Virginia Tech Question:

Do you agree that the initial contract period shall be one year?

District Fleet LLC Response:

We agree to the 12-month period.

6. Virginia Tech Question:

Upon completion of the initial contract period, does District Fleet LLC agree that the contract may be renewed by Virginia Tech upon written agreement of both parties for three (3) three year periods, under the terms of the current contract?

District Fleet LLC Response:

Yes, we agree.

7. Virginia Tech Question:

If awarded a contract, do you agree to limit price increases to no more than the increase in the Consumer Price Index, CPI-W All items category for the latest twelve (12) months for which statistics are available at the time of renewal or 3 percent, whichever is less?

District Fleet LLC Response:

We cannot agree to this, because vehicle leases are subject to conditions that are not within our control and that may not follow CPI-W. For instance, a major factor is the price of the vehicle, if the OEM decides to increase the price of a vehicle, we have to account for that. The same can be said with increases in interest rates and changes in secondary (residual) markets. These factors may exceed CPI-W or 3%.

8. Virginia Tech Question:

Will District Fleet LLC agree to participate in the Wells One AP Control Payment System? Further information regarding this system can be found here:
<https://www.procurement.vt.edu/vendor/wellsone.html>

District Fleet LLC Response:

We are open to exploring participation. Additional costs will likely be reflected in our pricing.

9. Virginia Tech Question:

While other factors such as the methodology, quality, of service and prior experience are considered during the selection process, the evaluation of price is a key element of the evaluation. With this in mind, could you please further elaborate on District Fleet LLC's pricing methodology? Could you also provide a real example showing how this price is calculated?

District Fleet LLC Response:

There are 3 core factors to District Fleet's pricing methodology. The price of the vehicle (minus any discounts), the interest rate, and the residual value (based on term, mileage, industry data).

Vehicle X: MSRP = \$35,000

Invoice Cost = \$30,000

Less DF Fleet Incentives - \$4500

Plus Add-ons + \$2000

Plus TTT + \$0

Lease Cost Basis = \$27,500

Residual = \$12,000

Interest Rate = 6%

Term = 36 Months

Monthly Payment = \$531.54

10. Virginia Tech Question:

If awarded a contract, will you agree to work with each user department before you begin to provide service so that issues such as pick-up/delivery times and days and service requirements may be addressed?

District Fleet LLC Response:

Yes, we agree.

11. Virginia Tech Question:

Are you willing to continue your participation in the eVA internet procurement solution described in the terms and conditions of the RFP?

District Fleet LLC Response:

Yes, we agree.

12. Virginia Tech Question:

Do you acknowledge, agree and understand that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company?

District Fleet LLC Response:

Yes.

13. Virginia Tech Question:

Are the prices for all goods/services listed in your proposal inclusive of all applicable eVA system transaction fees?

District Fleet LLC Response:

We have not provided pricing yet, but we plan to include all applicable transaction fees.

14. Virginia Tech Question:

Does the vendor acknowledge, agree, and understand that the terms and conditions of the RFP # 0058929 shall govern the contract if a contract is awarded to your company?

District Fleet LLC Response:

Yes, as long as the Master Lease agreement is included in the package.

15. Virginia Tech Question:

Could you please further elaborate on how you calculate premature lease termination liability and provide a real example?

District Fleet LLC Response:

This is calculated by adding the total remaining lease payments. Example: Let's say we engage in a 12-month lease for \$300/month, and you exit the lease after 9 full months, the pre-mature lease liability would be \$900.

16. Virginia Tech Question:

Can pre-arranged delivery points include 3500 Transportation Research Plaza, and 255 Sterrett Drive in Blacksburg?

District Fleet LLC Response:

Yes, if logically accessible for car carriers we could include for an additional transportation service fee.

17. Virginia Tech Question:

Tag and title are routinely handled through VT Fleet Services. Please elaborate on courtesy delivery dealers' interaction with VT Fleet Services.

District Fleet LLC Response:

Tag and title documentation will be provided directly by District Fleet. There will be minimum interaction with courtesy delivery dealers for tag and title services.

18. Virginia Tech Question:

Are returns coordinated and handled by District, from pre-arranged pickup locations e.g. Blacksburg? Please provide more details about this process.

District Fleet LLC Response:

We collaborate with our customers and 3rd party disposition specialists to complete end of lease inspections and pick up the vehicles at a convenient location. This could be 3500 Transportation Research Plaza and 255 Sterrett Drive in Blacksburg if there is adequate space to accommodate a car hauler.

19. Virginia Tech Question:

Loss Liability: Basis for residual value calculation? Can there be a cap? For example, day 1 loss could obligate the University to well beyond the value of the vehicle.

District Fleet LLC Response:

We utilize commercial best practices for residual calculation, relying on data from Kelly Blue Book, Black Book, Auctions, Market Reports and Industry trends. We can agree to a Cap equal to the MSRP vehicle value plus any adds/upfits.

20. Virginia Tech Question:

Excess mileage allowance: Examples or range of fee expected?

District Fleet LLC Response:

Our standard lease is 15,000 miles per year with \$0.18 - \$0.20 excess mileage fee depending on vehicle type. We can accommodate different ranges and will adjust our residual accordingly.

21. Virginia Tech Question:

Can the following edits be made to the Closed-End Lease?

- A. 6. (iii) Change worn tires to "abusive wear of tires".
- B. 6. (iii) Remove cracked engine block as that is likely a warranty defect.
- C. 6. (iii) Total loss payout in lieu of vehicle.
- D. 7. State license plates do not revert to lessor. Remove obligation to return State license plates.
- E. Remove 10. Late Payment obligation fee. As a State Government Institution, we are held accountable by the code of Virginia regarding late payment fees.
- F. 13. What are our options in lieu of liability?
- G. Remove 15 (b)'s prevention of using vehicle for transportation. In the past we have used this contract to lease a bus.
- H. 17 (b) Does this prevent VT Fleet Services from obtaining State plates? The vehicles should be titled in the name of VPI, and reference District LLC as the lessor.

District Fleet LLC Response:

- A. *We are open to exploring alternative language here, we are looking for vehicles to be returned with a minimum of 3/32 tread & all 4 tires of matching brand and size.*
- B. *Acceptable*
- C. *Open to discussing language change.*
- D. *Acceptable*
- E. *Acceptable*
- F. *Open to discussing language change.*
- G. *Bus lease is okay as long as it is not For Hire and part of a University Transportation program. We can explore alternative language.*
- H. *No, Titles are issued to the owner, which is the lessor in a closed end lease. Registration will be custom to VPI.*

22. Virginia Tech Question:

Is there an option for a lease extension on a month to month basis? In the past we have used a change order to modify the Purchase Order for the original lease to accommodate for the additional expenses.

District Fleet LLC Response:

Yes, we can provide an extension after the initial term, on a month to month basis.

23. Virginia Tech Question:

The vehicle title, registration and tags are handled by fleet services at Virginia Tech. Currently our leases are titled as follows:

Name of Leasing Company (lessor)
C/O Commonwealth of VA Virginia Polytechnic Institute and State University
255 Sterrett Drive
Blacksburg VA 24061-1032

Is this acceptable?

District Fleet LLC Response:

Yes, so long as any lienholder is also included.

24. Virginia Tech Question:

Are there any additional financial or value-added incentives you would like to offer at this time?

District Fleet LLC Response:

No additional incentives to add at this time.

25. Virginia Tech Question:

The Addendum lists a garaged location. Does this imply all vehicles have to be stored in indoor storage?

District Fleet LLC Response:

No, this is simply the address where the vehicle is parked (Primary Location)

26. Virginia Tech Question:

Is there an expected fee for the picking up the vehicle? If so could you provide an estimate of what that might be?

District Fleet Response:

There is no fee for end of lease pick up.

27. Virginia Tech Question:

Could you please further elaborate on how the title process would work? For example who would have physical possession of the title? And with the lienholder being included how that would look. Any further information you can provide regarding this would be very helpful.

District Fleet Response:

New vehicles come with an MSO (Manufacturers Certificate of Origin), in addition to a bill of sale and odometer statement. These 3 core documents are used by DMV's nationwide to issue a title. In this case (closed end lease) the owner of the vehicle is District Fleet (Lessor), therefore the vehicle will be titled in the name of the owner/District

Fleet. Because District Fleet is a Small Business, we rely on a bank to finance our transactions, in turn the bank requires to be lienholder (We often let them physically hold the title as well). The title will be printed in the name of District Fleet with Bancorp Bank as lienholder. This is something we have done in nearly every State. Because the vehicle is leased, the Registration can be made out to the Lessee, in this case VT. We are comfortable with the language outlined in #26. With all this being said, what authority does VT Fleet services have to create vehicle titles? Do they utilize Virginia DMV? At the end of the day, we need to work together to get this done. You have our commitment to get you what documentation VT Fleet services needs, but contractually District Fleet is the owner, so the title has to be made out to District Fleet.

28. Virginia Tech Question:

The University currently pays no sales tax to the DMV. Is District Fleet/ Bancorp Bank set up with the Virginia DMV so that we will not have to pay sales tax?

District Fleet LLC Response:

Our understanding is that your exemption flows through to us per: Virginia code: § 58.1-2403. Exemptions.

2. Sold to or used by the Commonwealth of Virginia or any political subdivision thereof;