

**AGREEMENT #20230012 BETWEEN THE
CITY OF PORT ST. LUCIE, FLORIDA
AND
RARESTEP, INC. (DBA FLEETIO)
FOR
FLEET MANAGEMENT SOFTWARE
(PIGGYBACK)**

THIS AGREEMENT is made and entered into as of the date last entered below by and between the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34896 (“City” or “CITY”) and **RARESTEP, INC. (DBA FLEETIO)**, a Delaware Corporation, whose mailing address is 1900 2nd Ave N, Ste 300, Birmingham, AL 35203-3606 (“Contractor”). City and Contractor may be referred to herein individually as a “party” or collectively as the “parties.”

WITNESSETH

WHEREAS, the City requires goods and services of Contractor pursuant to General Services Administration (GSA) Contract #GS-35F-47QTCA20D0044 for Rarestep (DBA Fleetio) dated from January 6, 2020 to January 5, 2025, Agreement between GSA and for Rarestep (DBA Fleetio) for Fleet Software, including its amendments, assignments, renewals and addenda (collectively referred to as “Contract Documents” or as the “Contract”); and

WHEREAS, the parties wish to incorporate the terms and conditions of the Contract Documents between the Contractor, its predecessors and/or assignors, and GSA, including any and all contract renewals, amendments and change orders, substituting the “GSA” for the “City of Port St. Lucie” in all places; and

WHEREAS, the City has the authority to enter into this Agreement with Contractor per Clause 552.238-113 Scope of Contract, in the GSA Contract Clause Details, dated May 2019, which was agreed upon by both the GSA and the Contractor, its predecessors and/or assignors; and

WHEREAS, the City has determined that the original procurement was lawful, the Contractor, its predecessors and/or assignors, acted at all times in accordance with Florida law when bidding and the competitive procurement method used by GSA is consistent with the purchasing policies and requirements of the City,

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree to modify and supplement the Contract Documents with the following terms and conditions:

Section 1. Whereas. The “whereas” clauses are hereby incorporated herein as forming the intent, purpose and scope of this Agreement.

Section 2. Terms. The parties agree that pursuant to Clause 552.238-113 Scope of Contract of the May 2019 GSA Contract Clause Details between the Contractor and the lead agency (GSA) for the term of January 6, 2020 to January 5, 2025 which authorized the City to utilize the Contract via cooperative agreement, the parties agree as follows:

A. Except where the context requires otherwise, such as for, but not limited to, compliance with City ordinances and regulations, City of Port St. Lucie shall be deemed substituted for GSA with regard to any and all provisions of the Contract and Contract Documents, including by example, and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in the Contract are restated as if set forth fully herein, made for the benefit of City, and incorporated herein.

B. In the event of conflict between the Contract, Contract Documents or this Agreement, the terms and conditions in this Agreement shall supersede and take precedent over the Contract.

C. Nothing in this Agreement, amendments or any other Contract Documents shall be deemed to affect the rights, privileges, and immunities of the City as set forth in s. 768.28, Florida Statutes, nor shall be a waiver of City’s sovereign immunity, whether by contract or by law. This clause shall survive termination of this Agreement.

D. The parties acknowledge and agree that the effectiveness of the Agreement are contingent upon approval and an annual budget appropriation by the City Council.

E. The City may be tax exempt and will share its tax-exempt certificate upon request. City acknowledges that Contractor shall collect sales tax from City unless valid tax-exempt certificates are provided to Contractor.

F. The City reserves the right to terminate this Agreement or related amendments, attachments or addenda at any time with or without cause without penalty, provided written notice is promptly provided to Contractor.

G. This Agreement shall be governed and construed in accordance with the laws of the State of Florida without regard to any conflict of law provision. Venue shall be in St. Lucie County, Florida.

H. The parties agree that in all instances the City’s liability is limited to the monetary amounts set forth in s. 768.28, Florida Statutes.

Section 3. Notice. Notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the City Manager at the address listed above.

Section 4. Public Records. Contractor understands that City is a public entity whose records are available and open to the public for review and inspection. Contractor agrees to comply with public records laws, specifically to:

- A. Keep and maintain public records required by the CITY to perform the service.
- B. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)
- C. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Agreement include but are not limited to, supplier/sub engineer invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
- D. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law. If Contractor does not comply with the CITY's request for records, CITY shall enforce the provisions in accordance with the contract.
- E. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the does not transfer the records to CITY.
- F. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the Contractor or keep and maintain public records required by the CITY to perform the service. If the Contractor transfers all public records to the CITY upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY. **IF CONTRACTOR HAS QUESTIONS REGARDING THE**

**APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE
CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN
OF PUBLIC RECORDS AT:**

**CITY CLERK
121 SW PORT ST. LUCIE
BLVD. PORT ST. LUCIE,
FL 34984 (772) 871-5157
PRR@CITYOFPSL.COM**

G. A Contractor who fails to provide the public records to the CITY within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Section 5. Scrutinized Vendors List. By renewing a contract with the City, a Contractor certifies that it and those related entities of Contractor as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Agreement if Contractor or any of those related entities of Contractor as defined by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, to permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in § 287.135(4), Florida Statutes are met.

This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 6. Law, Venue and Waiver of Jury Trial. This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

Section 7. Insurance.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

1. **Workers' Compensation Insurance & Employer's Liability:** The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

2. **Commercial General Liability Insurance:** The Contractor shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 premise
Medical expense	\$10,000 any 1 person

3. **Additional Insured:** An Additional Insured endorsement must be attached to the certificate of insurance ((CG2010 or equivalent) under the General Liability policy. Coverage is to be written on

an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage shall extend to independent contractors, and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the policy issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20230012 – Fleet Software shall be listed as additionally insured.**". The Policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to the City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance.

4. Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary and non-contributory basis.

5. Waiver of Subrogation: The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

6. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

If Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages, or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the contractor to execute the contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

The Parties to this Contract hereby freely, voluntarily and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

Section 8. E-Verify

In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Agreement.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of this Agreement and any renewals thereafter.
3. The City shall terminate this Agreement if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

5. The City shall terminate this Agreement for violation of any provision in this section. If the Agreement is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Agreement under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Agreement was terminated. The parties agree that any such a cause of action shall be filed in accordance with the Venue provision, as provided herein.

IN WITNESS WHEREOF, the parties are duly authorized to bind their respective entities hereto and have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year entered below.

SIGNATURE PAGE FOLLOWS

CITY OF PORT ST. LUCIE,
A Florida municipal corporation

DocuSigned by:

Caroline Sturgis

86A1778538AB474...

Caroline Sturgis
City Purchasing Agent

CONTRACTOR

DocuSigned by:

Jonathan Sides

E8DB7147E6A8415...

Jonathan D. Sides, CFO
Authorized Representative
legal@fleetio.com
(205) 718-7500

Date: 10/25/2023



Fleetio & The City of Port St. Lucie

Partnership Overview & Pricing

Fleetio

1900 2nd Avenue North
Suite 300
Birmingham, Alabama 35203
1.800.975.5304

City of Port St. Lucie and Fleetio

Fleetio is a web-based software platform that is changing how teams manage a fleet through three guiding principles:

1. **Mobility** - Access the platform from anywhere using our Fleetio Go app.
2. **Collaboration** - Work better together with unlimited users accessing the system.
3. **Automation** - Integrate directly to GPS, fuel card, and outsourced maintenance.

Fleetio is a living, breathing platform. Since its inception in 2011, our product has constantly improved based on the feedback of our more than 3,000 customers in 80 countries. Updates and enhancements are always included in our pricing, and we constantly ask our customers for feedback to make sure we are building the right features at the right time.

We understand you have a lot of choices when it comes to your partnerships, and we appreciate the opportunity to present Fleetio as a solution for managing the complex fleet operations of the City of Port St. Lucie.

Products and Services Offered

Fleetio Manage - Advanced Plan (GSA)

Full list of features listed at www.fleetio.com/manage/features

- Fully integrated, native mobile applications for iOS and Android.
- Premier support (phone, email, customer portal, ongoing webinars, adoption services).
- Open, agnostic system that allows for tight integration with other systems via open API.

Additional Enterprise Plan Benefits

- Volume Discount Pricing
- Priority Support & Dedicated Customer Success Manager
- SSO/SAML Integration
- Custom Branding
- Sandbox testing environment

Solutions Provided

As a customer of Fleetio, the goal is to not use every component of the software. The goal is to *maximize the value* of the software capabilities that you do use. The City of Port St. Lucie has unique fleet management needs that Fleetio can serve in the below specific areas.

- **Mobile Inspections**

Create [unlimited inspection forms](#) to match your fleet needs. Utilize [FleetioGo](#) to complete mobile inspections to gain real time insight as to the condition of your vehicles.

- **Service History**

Whether you perform maintenance in-house or outsource it, Fleetio stores service records for all your assets in one place making it easy to view history at any time. This is important for compliance and safety liability long-term. [Further Information on Fleetio site](#)

- **Preventive Maintenance Scheduling**

Stay on top of regular service items such as oil changes, mileage service intervals, brakes and more. Set reminders for any service item and Fleetio will remind you when service is due, helping you to maximize vehicle uptime and readiness. [Further Information on Fleetio site](#)

- **Total Cost of Ownership**

Make data-driven decisions about asset acquisition and replacement. Understanding the total cost of ownership for each of your fleet vehicles enables you to unite your industry experience with up-to-date numbers to make more informed choices. [Further Information on Fleetio site](#)

- **Fleet Reports**

Every report features easy-to-read data visualizations, flexible filtering and customizable date ranges. Subscribe to a report and schedule it to come straight to your inbox, or print and export PDFs to make sharing critical operations data quick and simple. [Further Information on Fleetio site](#)

- **Telematics Integrations**

Connect your existing GPS hardware to Fleetio and automatically capture telematics data, making it easier to keep up with preventative maintenance and respond quickly to vehicle issues. [Further Information on Fleetio site](#)

- **Open API**

Utilize Fleetio's [Open Rest API](#) to connect your additional software systems. Being cloud based, Fleetio has not only accessibility but does not charge to utilize our API documentation.

Investment Overview

The investment includes full software documentation, ongoing maintenance, customer support, Onboarding Services, continuous updates, and product development.

Implementation & Training	
Onboarding Services (One-Time Fee)	\$3,999

+

Software Subscription (GSA Contract) GSA CONTRACT NUMBER: GS-35F- 47QTC A20D0044 GSA E-library	
Fleetio Manage Enterprise 1,250 (1,001 - 1,250 assets)	\$68,430 annually (\$4.56/asset/month)

Fleetio Implementation and Support

Quickly launch Fleetio at your organization with the help of our Customer Success Team. [Fleetio Onboarding Services](#) include hands-on implementation services to configure your Fleetio account to best meet your fleet’s specific needs.

The Onboarding Services include:

- Hands-on Implementation Services
- Customized Implementation Plan
- Enabling Asset Reporting & Workflow
- Data Importing
- Asset Management Basics
- Adding and Optimizing Your Team

To us, a strong partnership involves collaboration. You will have a dedicated Customer Success Manager (CSM) leading you through implementation. After initial implementation, your CSM will be proactively reaching out to you to ensure we are collaborating on four key areas:

- Delivering product functionality that meets your needs, as identified during the sales process.
- Collecting and understanding customer feedback. This is significant to the evolution of our products. We want to hear product suggestions that customers feel will increase efficiency and help meet ROI goals.
- Ensuring the product helps you reach ROI/KPI goals. We'd like to understand the goals our customers plan to achieve using Fleetio and work closely with them to ensure we are meeting those needs.
- Best Practices by industry. In addition to white papers on our website, we share best practices from Fleetio and other industry experts, on processes and workflows to streamline usage by industry.

Customer Success Managers monitor each customer's account and reach out with suggestions for how to see more value from the Fleetio investment. They also conduct regular system reviews with their customers.

Support services and maintenance include:

1. **Online self-help tools** - Detailed documentation, videos, user guides.
2. **Live customer support** - Phone, email, and chat with customer portal for ticket tracking (average response time ~< 30 minutes).
3. **Ongoing development, upgrades, and maintenance** - Feature enhancements, bug fixes, functional additions, system maintenance all included at no additional cost.





**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for **GSA Advantage!** is <http://www.gsaadvantage.gov>

SCHEDULE TITLE: Multiple Award Schedule
LARGE CATEGORY: Information Technology
SUBCATEGORY: Electronic Commerce
PRODUCT SERVICE CODE (PSC): D304

Supplement No. (sequentially numbered):
- Mass Mod A812, February 5, 2020

CONTRACT NUMBER: GS-35F- 47QTCA20D0044

CONTRACT PERIOD: January 6, 2020 – January 5, 2025

For more information on ordering from Federal Supply go to this website: www.gsa.gov/schedules

CONTRACTOR: Rarestep (DBA Fleetio)
1900 2nd Avenue North, Suite 300
Birmingham, AL 35203
Phone number: 1-800-975-5304
Fax number: 205-708-2126
E-Mail: sales@fleetio.com
Website: fleetio.com

CONTRACTOR'S ADMINISTRATION SOURCE: Will Yarbrough, Sales Director
1900 2nd Avenue North, Suite 300
Birmingham, AL 35203
Phone number: 1-800-975-5304

Fax number:

E-Mail: wyarbrough@fleetio.com

BUSINESS SIZE: Rarestep (DBA Fleetio) is registered as a Small Business.

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN	Description	Awarded Prices
54151ECOM	Fleet maintenance software subscription - Pro Plan Unlimited user access	Pro Plan - \$4.50 per asset per month paid annually, \$5.40 per asset per month paid monthly
54151ECOM	Fleet maintenance software subscription - Advanced Plan Unlimited user access	Advanced Plan - \$6.30 per asset per month paid annually, \$7.20 per asset per month paid monthly
54151ECOM	Software Implementation Services - Standard	Standard Implementation for up to 500 assets - \$5,239
54151ECOM	Software Implementation Services - Premium	Premium Implementation for over 500 assets - \$15,112.50
54151ECOM	Equipment management add-on subscription - Basic Plan (for up to 500 pieces of equipment)	Up to 500 pieces - \$0.48 per equipment asset per month paid annually, \$0.57 per equipment asset per month paid monthly
54151ECOM	Equipment management add-on subscription - Basic Plan (for over 500 pieces of equipment)	Over 500 pieces - \$0.43 per equipment asset per month paid annually, \$0.49 per equipment asset per month paid monthly

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

(Government net price based on a unit of one)

Not applicable

1c. HOURLY RATES (Services only):

Customer Success Manager

- **Minimum/General Experience:** 3+ years experience in software consulting, training or support
- **Functional Responsibility:** Engages with customers to help them achieve their goals with the platform. Leads all implementation services from initial kickoff to more complex services like data configuration. Establishes a strong rapport with
- **Minimum Education/Certification Level:** Bachelor's degree in business or related degree or four year college equivalent
 - key stakeholders, leverages their deep knowledge of the fleet industry and outlines precise solutions to complex problems. Works with users at every level of the organization.
- **Rate with IFF:** \$100.75/hour
- **Rate without IFF:** \$100/hour

2. MAXIMUM ORDER*:

The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
54151ECOM

NOTE TO ORDERING ACTIVITIES: *If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER:

The Minimum Order value for the following Special Item Numbers (SINs) is \$100:
54151ECOM

4. GEOGRAPHIC COVERAGE: Global

5. POINT(S) OF PRODUCTION: All software is built within the United States

6. DISCOUNT FROM LIST PRICES:

SIN	Description	Discount from List Price
54151ECOM	Fleet maintenance software subscription - Pro Plan Unlimited user access	10%
54151ECOM	Fleet maintenance software subscription - Advanced Plan Unlimited user access	10%
54151ECOM	Software Implementation Services - Standard	20%
54151ECOM	Software Implementation Services - Premium	20%
54151ECOM	Equipment management add-on subscription - Basic Plan (for up to 500 pieces of equipment)	5%
54151ECOM	Equipment management add-on subscription - Basic Plan (for over 500 pieces of equipment)	16%

7. QUANTITY DISCOUNT(S):

SIN	Description	Quantity Discount
54151ECOM	Fleet maintenance software subscription - Pro Plan Unlimited user access	5% off for every 1,000 assets, capped at 50%
54151ECOM	Fleet maintenance software subscription - Advanced Plan Unlimited user access	5% off for every 1,000 assets, capped at 50%
54151ECOM	Software Implementation Services - Standard	5% for fleets with more than 1,000 assets
54151ECOM	Software Implementation Services - Premium	5% for fleets with more than 1,000 assets
54151ECOM	Equipment management add-	5% off for every 250

	on subscription - Basic Plan (for up to 500 pieces of equipment)	equipment assets, capped at 40%
54151ECOM	Equipment management add-on subscription - Basic Plan (for over 500 pieces of equipment)	5% off for every 250 equipment assets, capped at 40%

8. PROMPT PAYMENT TERMS: Net 30 days

9.a Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9.b Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.

10. FOREIGN ITEMS: None

11a. TIME OF DELIVERY: 30 days

11b. EXPEDITED DELIVERY: 10 days

11c. OVERNIGHT AND 2-DAY DELIVERY: Not applicable

11d. URGENT REQUIREMENTS: Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. FOB POINT: Destination

13a. ORDERING ADDRESS:

Rarestep (DBA Fleetio)
 1900 2nd Avenue North, Suite 300
 Birmingham, AL 35203

13b. ORDERING PROCEDURES: Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a

BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules).

14. PAYMENT ADDRESS: Same as contractor

15. WARRANTY PROVISION: None. See more on warranty at fleetio.com/terms.

16. EXPORT PACKING CHARGES: Not applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: Not applicable

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):
Not applicable

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): Not applicable

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):
Not applicable

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): Not applicable

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): Not applicable

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): Not applicable

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): Not applicable

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): Not applicable

24b. Section 508 Compliance for Electronic and Information Technology (EIT):
Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services. Full details can be found at fleetio.com. The EIT standards can be found at: www.Section508.gov.

25. DUNS NUMBER: 07-864-4894

**26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD
MANAGEMENT (SAM) DATABASE:** Contractor has an Active Registration in the SAM
database.