MEMORANDUM

DATE: 12/04/2024

TO: ****ORIGINAL****
              CITY CLERK

FROM: Nadia Tourjee
              Procurement Management Department

SUBJECT: Record Retention

CONTRACT:	#20230012
CONTRACT TITLE:	Fleet Software – GSA Contract #47QTCA20D0044
VENDOR NAME:	Rarestep, Inc. (DBA Fleetio)
VENDOR ADDRESS:	1900 2nd Ave N, Ste 300
CITY & STATE:	Birmingham, AL 35203-3606

APPROVED BY COUNCIL: 12/02/2024 (2024-1198)
7.d) Ratify City's Participation in GSA Contract #47QTCA20D0044 for Contract #20230012 – Fleet Software, Including Amendment #1.

CONTRACT TERM: 09/15/2022 THROUGH 01/05/2025.

AMENDMENT #1: Extend contract. New end date is 09/15/2025.

Please see the attached for (1) original contract for your records

Contract #20230012

**CONTRACT
AMENDMENT**

This Amendment #1 ("Amendment #1") for Fleet Management Software in Contract #20230012 ("the Contract"), by and between the City and the Contractor, as defined below, shall be effective as of the date this Amendment #1 is fully executed.

Contractor's Full Legal Name:	Rarestep, Inc. dba Fleetio
Solicitation No./Event ID:	20230012
Solicitation Title/Event Name:	Fleet Management Software
Contract Award Date:	10/25/2023
Initial Contract Term:	01/06/2020 through 01/05/2025
Current Contract Expiration Date:	01/05/2025
Requested Contract Expiration Date:	09/15/2025
Initial Contract Amount:	$72,429.00
Current Contract Amended Amount:	N/A
Requested Financial Change Amount:	$0.00
New Contract Amount:	N/A
Amendment No.:	1
Amendment Type:	**Extension**

WHEREAS, the Contract, including any previous amendments, is in effect through the Current Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

The following modifications to the Terms and Conditions contained in Contract are hereby incorporated and made a part of that Contract.

1. **TIME EXTENSION.** This Amendment #1 is to extend the Current Contract Expiration Date two hundred and fifty-two (252) additional days due to align with the attached Software Subscription Agreement that was entered into prior to the Contract. The parties hereby agree that the Contract will be extended for an additional period, as follows:

   Beginning Date of Amendment #1 Term: January 6, 2025
   End Date of Amendment #1 Term: Septemeber 15, 2025

2. **DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS.** Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

3. **COOPERATION WITH INSPECTOR GENERAL**. Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

4. **SUCCESSORS AND ASSIGNS.** This Amendment #1 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

5. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #1, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment #1 and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

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IN WITNESS WHEREOF, the parties have caused this Amendment #1 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: **(PLEASE TYPE OR PRINT)**	Rarestep, Inc. dba Fleetio
Authorized Signature:	*Kasey R. Powell* DocuSigned by: 7030290A4B464FD...
Printed Name and Title of Person Signing:	Kasey R. Powell Controller
Date:	10/18/2024
Company Address:	1900 2nd Ave N, Suite 300, Birmingham, AL 35203

THE CITY OF PORT ST. LUCIE

Authorized Signature:	*Caroline Sturgis*
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	December 4, 2024
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

Fleetio Manage - Enterprise

Software Subscription Agreement

Customer

Account Legal Name:	City of Port St. Lucie Florida	**Billing Street:**	
		Billing City: Port Saint Lucie	
		Billing State: Florida	
		Billing ZIP: 34985	
		Billing Country: US	
Contact Name:	Roberto Mann	**Phone:** 7728771517	
Email Address:	rmann@cityofpsl.com	**Billing Email:** rmann@cityofpsl.com	

Company

Rarestep, Inc. d/b/a Fleetio
Attn: Legal Department
1900 2nd Avenue North, Suite 300
Birmingham, AL 35203
legal@fleetio.com

Effective Date	9/15/2022

This agreement (the "**Agreement**") is entered into by and between Rarestep, Inc., d/b/a Fleetio (the "**Company**") and City of Port St. Lucie Florida (the "**Customer**") as of the Effective Date set forth above. In consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Company and Customer agree as follows:

Fleetio

1. Services Provided To Customer

Company will provide the following services (collectively, "Services"):

a. License: Company shall grant Customer a nonexclusive, non transferable license for an unlimited number of users during the term of this Agreement for the use of **Fleetio Manage**, a fleet management platform for managing Customer's assets. Fleetio Manage shall be configured as described below:

- (specific modules are listed in the attached Schedule A)

b. **Configuration and Training:** Customer and Company agree the **Launch Date** shall be **September 15, 2022** unless mutually agreed to be an earlier date. Company shall provide data conversion services necessary to convert Customer's vehicle information from a CSV file. Company shall supply Customer with a template format to which the data must adhere. Further, Company shall provide **40 hours** of web-based training on using the Services.

c. **Hosting and Support:** Company shall be responsible for the hosting, maintenance, and support of all Company- hosted software and Company-hosted equipment used to provide the Services. Company shall provide Customer with ongoing technical support for the Services by providing Customer with the support services listed below during the term of this Agreement:

- Support provided to Customer during normal business hours (7 a.m. to 7 p.m. CST Monday to Friday, exclusive of U.S. holidays).
- Access to documentation of the Services.

Fleetio

2. Pricing and payments for services

a. Configuration and Training Fees: Customer shall pay a one-time fee listed in the table below for configuration and training services as listed in Section 1 with payment due in full upon execution of this Agreement. If Company provides Customer with on-site training or consulting, Company shall invoice Customer for reimbursement of the reasonable travel and per day expenses of each trainer or consultant following the performance of any such on- site services.

Launch Services	List Price	Quantity	Subtotal
Onboarding Services: 1000+ Vehicles	$3,999.00	1.00	$3,999.00
			Total: $3,999.00

b. Service Fees: Customer shall pay Company the recurring Service Fees listed below beginning on September 15, 2022 for the license, hosting, and support services listed in Section 1, plus applicable sales or value added tax.

Initial Tier	Initial Pricing
Enterprise 1,250 Annual Subscription	$68,430.00

Payment Frequency	Payment Method
Annual	Remittance

The amount of the recurring Service Fees listed in the table above is applicable until Customer upgrades to a higher asset count tier or the end of the Initial Term, whichever occurs first. If Customer desires to upgrade to a higher asset count tier, Customer shall be presented with the pricing for the next applicable tier and be able to upgrade within the product interface. For each Renewal Term, Customer shall be charged the then current list pricing applicable for Customer's then current asset count tier at the beginning of such Renewal Term.

Any discount listed in the table above shall be applicable only to the Initial Term. Thereafter, such discount shall revert to zero for any renewal terms.

c. Payment Terms: Customer's payment terms shall be Net 15 if paying via invoice, or "Due On Receipt" if paying automatically.

d. Past Due Payments: Company shall be entitled to block Customer's access to the Services without terminating this Agreement or affecting Customer's obligation to make payments under this Agreement if Customer is more than thirty (30) days delinquent on any undisputed fees.

Fleetio

3. Term and termination

The Initial Term of this Agreement shall commence on the Effective Date and shall continue for **36 Months** from the Launch Date unless earlier terminated as provided herein. After the expiration of the Initial Term, this Agreement will be automatically renewed for successive one-year Renewal Terms unless either party gives written notice to the other party of its intent not to renew at least 90 days prior to the expiration of the then current term.

In the event either party has failed to substantially cure any material default or failure of performance under this Agreement within thirty (30) days after the breaching party's receipt of a written notice describing with reasonable specificity such alleged material default or failure of performance, then the non-breaching party may terminate this Agreement for cause by giving the breaching party a written notice of termination within fifteen (15) days after the expiration of the said thirty (30) day period.

If i) Customer terminates this Agreement before the end of the then-current term without cause, or ii) Company terminates this Agreement for cause (which includes a failure to pay any undisputed fees when due), then Customer will pay to Company and Company agrees to accept from Customer, as mutually negotiated liquidated damages and not as a penalty, seventy-five percent (75%) of the total service fees that would have accrued over the remainder of the then-current term of the Agreement, if such early termination had not occurred. The parties have bargained for and agreed to this provision, deeming it adequate and reasonable compensation for the damages and injuries suffered by Company because of such termination and giving consideration that calculating the actual damages from an early termination is impractical given the nature of a fast-growing software business. The liquidated damages agreed to by the parties are the best reasonable estimate of actual losses which would be suffered by Company based on its ability to adjust staffing and capital outlays, the length of the term of the Agreement, the evolving nature of the Services and other factors. Customer shall pay such sum to Company within thirty (30) days of such early termination and failure to timely pay such sum shall constitute a breach of this Agreement and such sum shall be recoverable, along with attorney's fees and costs, in any court of competent jurisdiction.

4. General

Customer hereby authorizes Fleetio to use Customer's name and logo for its marketing efforts unless and until such authorization is revoked in writing.

The parties agree to be legally bound by the GSA Terms of Service found at https://www.fleetio.com/terms/gsa ("GSA Terms") and this Software Subscription Agreement, including any attached schedules. In the case of any conflict among the preceding documents, the GSA Terms shall govern. The GSA Terms and this Software Subscription Agreement constitute the entire agreement between the parties for the services above and cannot be modified (including by any purchase order not explicitly referenced and incorporated herein) without the prior written consent of both parties.

All business terms of this Agreement, including, but not limited to, pricing, shall be considered Confidential Information of Fleetio, provided that Fleetio acknowledges applicable laws may require disclosure of the terms of this Agreement in the case of governmental entities, in which case, Confidential Information of Fleetio shall not include this Agreement.

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Fleetio

Customer

DocuSigned by:

rmann@cityofpsl.com

53D2130090354AA...

_____
Signature

9/15/2022

_____
Date

Roberto Mann

_____
Name

Fleet Manager

_____
Title

Company

DocuSigned by:

102EF85280D945F...

_____
Signature

9/15/2022

_____
Date

_____
Name

_____
Title

Fleetio

Schedule A

Fleetio Manage - Enterprise

Fleetio Manage Enterprise includes the following features*:

• Asset Profiles	• Service Reminders
• Service Entries	• VIN Lookups
• Fuel Entries	• Contacts
• Vendors	• Renewal Reminders
• Issues & Defects Management	• Custom Fields
• User Permissions	• Group Management
• Fuel Card Integrations Integrations	• Standard & Advanced GPS
• Import Data	• API Access
• Work Orders	• Parts
• Inventory Management	• Purchase Orders
• Inspections Module Integration	• Maintenance Shop Network
• SAML	• Custom Branding

* Customer acknowledges that modules listed above may be appended, modified, or replaced by the Company throughout the term of this Agreement as necessary to continue the never-ending evolution of the product. However, in no case, will such changes materially reduce the level of functionality available to Customer.