Company: Flex Fleet Rental
Contract Administrator: Bryan C. Bassett, Government
2855 E. Cottonwood Pkwy, Suite 100
Salt Lake City, UT. 84121
Phone: 801-819-8826
Fax: 801-899-9399
bbassett@flexfleetrental.com
www.flexfleetrental.com/GSA

GSA Rental Supplemental Vehicle Program (RSVP)

Federal Supply Service
Authorized Federal Supply Schedule Price List

SIN 532111

Contract Number: 47QMCB19D000J
Business Size: Small Business

On-line access to contract ordering information, terms and conditions, up-to-date pricing and the option to create an electronic delivery order are available through GSA Advantage, a menu-driven database system. The internet address for GSA Advantage is: www.GSAAdvantage.gov
Customer Information:

1a. SIN: 532111

1b. Awarded Pricing: Flex Fleet Rental, LLC is awarded the following maximum ceiling rates.

<table>
<thead>
<tr>
<th>Vehicle Class</th>
<th>GSA Monthly Rate with IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/2-ton pickup truck (4x4 Crew)</td>
<td>$900</td>
</tr>
<tr>
<td>3/4-ton pickup truck (4x4 Crew - Diesel)</td>
<td>$924</td>
</tr>
<tr>
<td>1-Ton Flatbed (4x4 Crew - Diesel)</td>
<td>$1297</td>
</tr>
<tr>
<td>Medium Duty Flatbed (4x4 Crew - Diesel)</td>
<td>$1622</td>
</tr>
</tbody>
</table>
1c. Hourly Rates: Not applicable
2. Maximum Order: $1,000,000
3. Minimum Order: 1 vehicle
4. Geographic Coverage: United States, Contiguous 48
5. Points of Production: Not applicable
6. Discount from list prices or statement of net prices: Flex Fleet Rental is offering GSA our most favored customer pricing
7. Quantity Discounts: Not applicable
8. Prompt Payment Terms: Not applicable
9a. Notification whether Government purchase cards are accepted at or below the micro-purchase threshold. Yes.
9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold. Yes.
10. Foreign Items: Not applicable
11a. Time of Delivery: To be negotiated at the task order level.
11b. Expedited Delivery: Items available for expedited delivery are noted in this price list.
11c. Overnight & 2-Day Delivery: Not available. Order to delivery is 5-7 business days
11d. Urgent Requirements: Contact Contract Administrator
12. F.O.B. Point(s): Destination
13a. Ordering address(es):
   Flex Fleet Rental, LLC
   2855 E. Cottonwood Pkwy
   Suite 100
   Salt Lake City, UT. 84121
13b. Ordering Procedures: For supplies and services, the ordering procedures, information on blanket purchase agreements (BPA’s), are found in Federal Acquisition Regulation (FAR) 8.405-3.
14. Payment address(es):
   Flex Fleet Rental, LLC
   2855 E. Cottonwood Pkwy
   Suite 100
   Salt Lake City, UT. 84121
15. Warranty provision: Not applicable
16. Export packing charges: Not applicable
17. Terms and conditions of Government purchase card acceptance: Minimum requirement is 1-month’s rental of any contracted vehicle

18. Terms and conditions of rental, maintenance, and repair:

a. Rental Services
   i. Flex Fleet Rental offers monthly rentals only.
   ii. Vehicles must be requested electronically through email. Rentals are terminated by email electronically no earlier than calendar date of sent email.
   iii. Rentals are given free unlimited miles.
   iv. Rentals do no include any type of insurance or damage waiver of any kind.
   v. Delivery and Pick Up:
      a. Flex Fleet covers all shipping charges from our nearest facility to the agency of delivery with a minimum rental of 4 months or longer. Deliver time frame is 5-7 days from request to delivery.
   vi. Delivery Restrictions:
      a. Flex Fleet Rental charges transportation fees on all rentals less than 4 months. Transportation fees are approximately $1.75 per mile from Flex Fleet’s nearest delivery location to delivery or return location.
   vii. Charges & Billing:
      a. Renter will pay FFR within 15 days of date of invoice or earlier upon demand all Charges, including:
         1. Monthly Rental Rate (to be prorated if the Rental Period is less than 31 days);
         2. $50 or the maximum amount permitted by law, whichever is greater, if Renter pays FFR with a check returned unpaid for any reason;
         3. unless waived by FFR, a Delivery or Pick-up charge for all Vehicles that are not picked up from or returned to the FFR rental office;
         4. all expenses FFR incurs recovering a Vehicle if it is not returned to the agreed-upon location on the date and time promised;
         5. all costs, including pre- and post-judgment attorney fees, FFR incurs collecting payment from Renter or otherwise enforcing FFR’s rights under this Agreement;
         6. a 2% per month late fee on all Charges that are not paid when due;
         7. a reasonable fee not to exceed $350 to clean a Vehicle if it is returned substantially less clean than when rented;
         8. a mileage charge based on FFR’s experience if the odometer is tampered with;
         9. all charges resulting from damage to the vehicle
         10. towing, storage charges, Tolls, Violations, forfeitures, court costs, penalties and all other costs FFR incurs resulting from Renter’s use of a Vehicle during this rental.
      b. Responsibility for Tolls, Traffic Violations, Taxes and Other Charges:
         1. Renter is responsible for paying the charging authorities directly all tolls (“Tolls”) and parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a “Violation”) assessed against Renter, FFR, or a Vehicle during this rental. If FFR is
notified by charging authorities that FFR may be responsible for payment of a Toll or Violation, Renter will pay FFR or a processing firm (“Processor”) of FFR’s choosing an administrative fee of up to $50 for each such notification. Renter authorizes FFR to release Renter’s rental and payment card information to a Processor for processing and billing purposes. If FFR or the Processor pay a Toll or Violation, Renter authorizes FFR or the Processor to charge all such payments, service fees and administrative fees to the payment card Renter used in connection with this rental. Renter is also responsible for paying the appropriate authorities for applicable sales, use, and rental taxes and surcharges and other similar taxes.

c. FOB Charges:
1. Flex Fleet Rentals charges $550 delivery transportation and $550 return transportation on all 1/2-ton and 3/4-ton.
2. Flex Fleet Charges delivery and return transportation of $1.75 per-mile on all 1-ton, and medium duty vehicles from our nearest yard.
3. Flex Fleet Charges delivery and return transportation of $1.75 per-mile on all vehicles rented less than 4-months from our nearest yard.
4. Yard Locations:
   a. Salt Lake City, Utah
   b. Oklahoma City, Oklahoma
   c. Atlanta, Georgia
   d. Pittsburgh, Pennsylvania
   e. Columbus, Ohio
   f. Dallas, Texas

viii. Remote Monitoring
   ci. The Vehicle rented may have equipment installed which is designed to remotely monitor the vehicle location and odometer readings for the inventory control of FFR. The installation of this equipment is neither designed nor intended to prevent any accident, crime or misuse of the Vehicle. Renter confirms and each Authorized Driver will consent, in writing, as outlined in Schedule D to this Agreement, to the use of this remote monitoring equipment, which is initially referred to as Telogis, but may change in the identity of the manufacturer from time to time, vehicle to vehicle. Renter and any Authorized Driver consent to this privileged use of information and that it is not actionable at law.

b. Maintenance & Roadside Service
   i. Flex Fleet will deliver a new, or nearly new, vehicle for each requested rental. Flex Fleet will plan to swap trucks either before 40,000 miles or before 80,000 miles. The renter is responsible to maintain the truck while in their possession. Please make plans to change the oil and filters (oil, air, and fuel filters) and rotate the tires every 7,000-10,000 miles. Brakes will likely last the life of the rental. If not, it is the renter’s responsibility to replace the brakes. No other maintenance should be needed or required before 80,000 miles. For all breakdowns or major repairs please consult Flex Fleet Rental as well as the manufacturer of the truck. All trucks will be within the powertrain factory warranty and as such the repair should be covered under warranty. If a repair
is not covered under warranty it will be the renter’s responsibility to pay to have the truck repaired to the point that it retains the manufacturer’s warranty.

ii. Tires will be replaced by Flex Fleet Rental once during the rental and no sooner than 35,000 miles. If a tire fails before 35,000 miles then it will be under the manufacturer’s tire warranty or the responsibility of the renter to replace the tire. The replacement tire should be per manufacturer specification, or otherwise agreed upon by the renter and Flex Fleet Rental. When tires are to be replaced by Flex Fleet Rental the renter is required to inform Flex Fleet Rental, and arrange to have one of Flex Fleet’s authorized repair facility replace the tires. If the renter cannot take the truck to one of Flex Fleet’s authorized repair facilities, the renter and Flex Fleet can arrange the tire replacement at another tire store and either credit the renter’s invoice for the expense or have Flex Fleet pay the vendor directly.

iii. Flex Fleet uses the manufacturers’ roadside service programs. All vehicles are under the manufacturer’s warranty. If a vehicle breaks down the driver will call roadside service and the vehicle will be towed to the nearest manufacture’s servicing dealer. Driver will notify Flex Fleet Rental.

c. Insurance and Damage Liability

i. Flex Fleet Rental recognizes that the Government is self-insured, and will be responsible for loss or damage to:

a. The Government shall be responsible for loss of or damage to:

1. Motor vehicles rented under this contract, except for (i) normal wear and tear, (ii) loss or damage caused by the negligence of the Contractor, its agents, or employees, (iii) loss or damage covered by the motor vehicle manufacturer’s warranty or loss or damage attributable to a manufacturing defect; (iv) Car Sharing Services; and

2. Property of third persons, or the injury or death of third persons, if the Government is liable for such loss, damage, injury, or death under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

b. Flex Fleet Rental shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons resulting from the fault, negligence, or wrongful act or omission of Flex Fleet Rental, its agents, or employees.

c. Flex Fleet Rental shall provide and maintain insurance covering its liabilities under paragraph (b) of this clause in accordance with the Contractor’s commercial practice but in amounts of at least $200,000 per person and $500,000 per occurrence for death or bodily injury and $20,000 per occurrence for property damage or loss.

d. Before commencing work under this contract, Flex Fleet Rental shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interests of the Government shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after written notice to the Contracting Officer, whichever period is longer. The policies shall exclude any claim by the insurer for subrogation against the Government by reason of any payment under the policies.

e. Flex Fleet Rental’s price shall not include any costs for insurance or contingency to cover losses, damage, injury, or death for which the Government is responsible under paragraph (a) of this clause except for Car Sharing Services.

f. The Government shall not be responsible for any loss or damage to any motor vehicles used in Car Sharing Services. FBG-C-FSS-0002 ACCIDENT/THEFT – RENTED MOTOR
VEHICLES (Does not apply to Car Sharing Services). The Government will notify the Contractor of vehicle losses due to accident or theft within a reasonable period of time of such occurrence. The Government will reimburse the Contractor, in those cases for which the Government is responsible for loss or damage under clause FBG-C-FSS-0001, LIABILITY AND INSURANCE – RENTED MOTOR VEHICLES, the value of the vehicle to be determined by the Kelley Blue Book (KBB) rating standards at the time the vehicle was damaged beyond economical repair or was stolen (without subsequent recovery or recovery but at total loss), less any payments (at the applicable daily, weekly, or monthly rate) made subsequent to such theft or accident resulting in total damage loss and less the salvage or scrap value (or other value) of the motor vehicle. The Government shall not be responsible for any loss or damage to any motor vehicles used in Car Sharing Services. Liability and Insurance (Not Including Car Sharing Services): As the Government is self-insured, supplemental or commercially available insurance for domestic RSVP rentals is not a chargeable expense to the ordering agency under this contract. For international RSVP rentals, supplemental or commercially available insurance is a chargeable expense if required by the jurisdiction. For international RSVP rentals, the Contractor shall advise renters of additional insurance charges at the time of reservation and when the vehicle is picked up or about to be received regarding any additional insurance charges. These charges shall be placed as a separate charge, become part of the rental contract, and be subject to audit as may be required for payment.

g. For the exception of Car Sharing Services, in the event of loss or damage, the Government will be responsible for the repair and/or reimbursement cost of the value of a vehicle subject to the clauses FBG-C-FSS-0001 and FBG-C-FSS-0002, below.

h. For vendors offering Car Sharing Services so specified, supplemental or commercially available insurance or insurance also known as Collision Damage Waiver (CDW) is a chargeable expense to the ordering agency under this contract. The cost is incorporated in the hourly and/or daily car share rate as listed in the GSA Advantage! Pricelist where Car Sharing Services are specified. The Government will not be subject to liability in the event of loss or damage, and will not acknowledge a claim. The Government will NOT be responsible for the repair and/or reimbursement cost of the value of a vehicle subject to the clauses FBG-C-FSS-0001 and FBG-C-FSS-0002, below.

i. Claims

1. Claims for loss or damage to a vehicle shall not include amounts for administrative costs, loss of use, or cost of replacement. If a claim is submitted, the Contractor is to submit to the ordering activity the following information:
   a. Statements and information exchange from the driver(s).
   b. Itemized bills from the Contractor to ensure the claim is valid, not yet settled, and in an amount commensurate with the actual damages.
   c. Police accident report(s).
   d. Statements from witnesses when available. Copies of police traffic citations when issued.
   e. Any other information the Contractor feels is relevant and will assist in the resolution of the claim.

2. Personal Property: FFR is not responsible or liable for loss of or damage to personal property left, stored, loaded or transported by the Renter or any other person in or upon a Vehicle. Renter releases FFR, its agents, and its employees from all claims for loss of or damage to personal property that was left with FFR or carried in a Vehicle. If Renter fails to claim property left in a
Vehicle for more than 30 days, FFR may dispose of that property in a manner that FFR chooses.

19. Terms and conditions of installation: Not applicable

20. Terms and conditions of repair parts: Not applicable

20a. Terms and conditions for any other services: Not applicable

21. List of services and distribution points:
   - Salt Lake City, UT
   - Oklahoma City, OK
   - Atlanta, GA
   - Pittsburg, PA
   - Columbus, OH
   - Dallas, TX
   - Kansas City, MO

22. List of participating dealers: Not applicable

23. Preventative maintenance: Government is required to perform routine and preventative maintenance while the vehicle is in their possession.

24a. Special attributes such as environmental attributes: Not applicable

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details and be found. The EIT Standards can be found at http://www.section508.gov/. (e.g. Contractor's website or other location.): Not applicable

25. Data Universal Number System (DUNS) number: 07-912-1148

26. Notification regarding registration in the System for Award Management (SAM) database. (should include the name as registered in SAM). Flex Fleet Rental, LLC / Cage Code: 763U