

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2025-0958

Contract #: 20250518

Start date: 12/15/2025

End date: 12/14/2028

Amount: \$ 93,312.00

Contingency Amount: \$ 0.00

Department: Public Works

Total Contract Amount: \$ 93,312.00

Contract Type: Goods Only

Contractors Name: Rarestep, Inc d/b/a Fleetio

Status of Ownership: prefer not to disclose

Status of Sub: prefer not to disclose

Certification: Attached

Self-Certifying

Did not disclose

Contract Description: Fleet Management Software Agreement

3 year Contract - 12/15/2025 12/14/2026 \$31,104.00 -

12/15/2026 12/14/2027 \$31,104.00

12/15/2027 12/14/2028 \$31,104.00.



Rarestep, Inc., dba Fleetio

Order Form

Customer Information

Customer: Village of Orland Park
Account ID: 330541
Account Executive: Jane Guerreschi
Contact:
Billing Email: accountspayable@orlandpark.org
Billing Address: 14700 Ravinia Avenue, Orland Park, Illinois 60462, United States

Order Information

Quote Expiration Date: December 31, 2025
Initial Term: 36 months
Initial Term Start Date: December 31, 2025
Reference: 0065G00000yuAH3QAM
Initial Term End Date: December 30, 2028

Subscriptions

Table with 5 columns: Product, Quantity, Price, Discount, Per Payment Amount. Row 1: Premium, 400, \$86.40, 10%, \$31,104.00

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

Fleetio is required to charge sales tax on your order pursuant to certain state and local tax laws where it is registered to collect tax. Any applicable tax charges will appear separately on your invoice.

Payments

Upon execution of this Order Form and for each Renewal Term, if applicable, Customer shall pay the fees as described above. All monetary amounts are in United States dollars unless otherwise expressly stated.

Credit card or bank account (ACH) must be added to automatically process payments ("AutoPay"). Instructions will be sent upon agreement completion. The following types of customers are required to pay via AutoPay, with first payment to be made on the Initial Term Start Date and on the first day of each payment period thereafter (as indicated under "Payment Frequency" above, "Payment Period"): those on the Essential Plan, and those on any other Plan having an annual (or annualized) payment of less than \$5,000.

Payment is due in full within 30 Days of receipt for all invoices not paid via AutoPay as specified below. If Customer is paying by remittance (as specified below), then an invoice shall be issued on the Initial Term Start Date and on the first day of each Payment Period thereafter, if any.

Table with 3 columns: Product, Payment Frequency, Payment Type. Row 1: Premium, Annual, Remittance

Tax Exemption Information

Tax Exempt Customer: Yes

You must provide us with valid documentation, which we shall keep on file, before we can remove sales taxes from your invoice.

Fleetio partners with Avalara to validate sales tax exemption certificates. It will take Avalara 3-7 business days to validate a certificate. Once Fleetio has valid proof of exemption as permitted by applicable law, you will

receive a confirmation email and will not be charged sales tax for as long as your certificate is valid. If there are any issues with the certificate, or if more information is needed, you will receive an email with detailed instructions on next steps. Please wait until the validation process is complete to enter your payment information to avoid being charged sales tax.

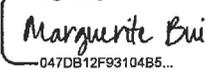
If no tax exemption certificate is presented, your order will be taxed using the applicable tax rate for your address. Your invoice will reflect the total taxes in effect at the time of invoicing and may differ from any estimated taxes listed in this contract or other communication.

Onboarding Services

All onboarding services must be used within the 90-day period following the Initial Term Start Date. Customer and Fleetio agree to begin onboarding services within 30 days of the Initial Term Start Date.

Subscription Terms and Conditions

The parties agree to be legally bound by the Fleetio Government Terms of Service attached hereto as Exhibit A ("Govt Terms") and this Order Form. In the case of any conflict among the preceding documents, the Govt Terms shall govern. The Govt Terms and this Order Form 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. **THERE SHALL BE NO FORCE OR EFFECT TO ANY DIFFERENT TERMS OF ANY RELATED PURCHASE ORDER OR SIMILAR FORM EVEN IF SIGNED BY THE PARTIES AFTER THE DATE HEREOF.**

Rarestep, Inc., dba Fleetio		Village of Orland Park	
Signed by:			
	Assoc. Gen. Counsel	E-SIGNED by George Koczvara	Village Manager
		on 2025-12-23 18:10:23 GMT	
Signature	Title	Signature	Title
Marguerite Bui	12/23/2025	George Koczvara	December 23, 2025
Name	Date	Name	Date

Fleetio Support

Schedule: Fleetio Support Services

During the Term of this Order Form, Fleetio shall provide assistance to Customer via email, telephone, and online chat during normal Fleetio business hours as set forth on Fleetio's website (<https://www.fleetio.com/contact>). Further, Customer shall have access to support documentation via Fleetio products at any time.

Fleetio shall use reasonable commercial efforts to correct, at no additional charge, any reproducible errors reported by Customer within the timeframes described in the table below:

Category	Severity	Definition	Acknowledgement SLA	Resolution SLA
Critical Production Incidents	P1	Service Down/Unusable: An essential customer business service is critically impacted and there is no workaround available.	Within 1 business hour of the incident being logged by Customer via the Fleetio support portal. Status updates may also be available at status.fleetio.com .	ASAP.

Non-Critical Production Incidents	P2	Service Severely Impaired: An essential business service is impacted.	Within 8 business hours of the incident being logged by Customer via the Fleetio support portal.	Will be scheduled ASAP to be addressed as the product development schedule permits.
Non-Critical Production Incidents	All other Requests	Service Usable: There is very little to no impact to the business. There may or may not be a workaround available. May reflect an area or possible service enhancement	Within 3 business days of the incident being logged by Customer via the Fleetio support portal.	Will be scheduled when there are enough similar cases accumulated to be addressed in an update.

Fleetio shall review all requests for improvements and new functionality, but Fleetio shall have no obligation to provide any modifications to the Services.

Fleetio reserves the right, from time to time, to make modifications to support services (or particular components thereof), provided that such modifications do not materially reduce the support services in effect as of the Effective Date of this Order Form. Fleetio shall notify Customer of any such changes to support services.

Early Renewal Discount.

Fleetio agrees to provide the Customer with a ten percent (10%) discount on the annual subscription fee in consideration of the Customer’s renewal of the Agreement on or before December 31, 2025 (“Quote Expiration Date”). This discount reduces the annual subscription cost from thirty-four thousand five hundred sixty dollars (\$34,560.00) to thirty-one thousand one hundred four dollars (\$31,104.00). Any renewal executed after December 31, 2025, shall be subject to the Fleetio’s then-current list price in effect as of the date the renewal agreement is executed.

Sales Tax Exemption:

Licensee has indicated to Fleetio that it is exempt from sales taxes. To enable Fleetio to lawfully remove any otherwise applicable sales tax from charges to the Licensee, Licensee agrees to provide Fleetio with valid tax exemption certificates throughout the term of this Order Form.

Deal Desk Initials:

AE Initials:

Initial

 Initial


Exhibit A

Terms of Service

Fleetio Government

LAST UPDATED: 2025-01-31

BY ENTERING INTO AN ORDERING DOCUMENT INCORPORATING THESE TERMS OF SERVICE (“TERMS OF SERVICE”) BY REFERENCE (EACH AN “ORDERING DOCUMENT”), FLEETIO AND THE CUSTOMER IDENTIFIED IN THE ORDERING DOCUMENT (“CUSTOMER”) AGREE THAT THESE TERMS OF SERVICE, TOGETHER WITH THE APPLICABLE ORDERING DOCUMENT, SHALL GOVERN THE RELATIONSHIP BETWEEN THE PARTIES AND PROVIDE THE TERMS AND CONDITIONS FOR ALL SERVICES PROVIDED OR TO BE PROVIDED TO CUSTOMER AS SET FORTH IN SUCH ORDERING DOCUMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE ORDERING DOCUMENT AND THESE TERMS OF SERVICE, THESE TERMS OF SERVICE SHALL PREVAIL; PROVIDED, HOWEVER, IN THE EVENT AN ORDERING DOCUMENT CONTAINS EXPRESS LANGUAGE THAT A SPECIFIED PROVISION WITHIN SUCH ORDERING DOCUMENT IS TO CONTROL OR A SPECIFIED PROVISION IN THESE TERMS OF SERVICE IS MODIFIED, THEN SUCH PROVISION OF THE ORDERING DOCUMENT SHALL PREVAIL IN THE EVENT OF ANY CONFLICT WITH THESE TERMS OF SERVICE, BUT ONLY WITH RESPECT TO SUCH ORDERING DOCUMENT. IN THE EVENT YOU PROVIDE A PURCHASE ORDER, SUCH PURCHASE ORDER WILL BE CONSIDERED SOLELY FOR INVOICING PURPOSES AND ANY TERMS CONTAINED THEREIN SHALL BE VOID NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN SUCH PURCHASE ORDER. ANY ANCILLARY TERMS OR CONDITIONS PROVIDED BY YOU AND NOT CONTAINED IN THESE TERMS OF SERVICE CONTRACT OR THE GSA TERMS, EVEN IF SIGNED BY FLEETIO, SHALL BE NULL AND VOID.

Rarestep, Inc. dba Fleetio (“Fleetio”, “we”, “us”, or “our”) provides services (“Services”) to you (“Customer”, “you” or “your”) through our websites and through our mobile apps. By using the Service, you are agreeing to be bound by these Terms of Service. As used herein, the term “**Person**” means any natural person, sole proprietorship, partnership, corporation, limited liability company, company, business trust, joint stock company, trust, unincorporated association, joint venture, or other legally recognized entity of whatever nature. We reserve the right to update and change the non-material Terms of Service from time to time and will provide notice to you by changing the “last updated” date above. All changes are prospective only. It is your obligation to be familiar with the most current version of the Terms of Service. Continued use of the Service after any such changes to non-material terms shall constitute your acknowledgment of and consent to such changes. You can review the most current version of the Terms of Service at any time

at <https://www.fleetio.com/terms/govt>. Any material updates to these Terms of Service shall be presented to Customer for review and will not be effective unless and until both parties sign a written agreement updating these terms. Any new features, including the release of new tools and resources, shall be subject to the then-most current Terms of Service.

You represent and warrant that you have the full right and power to enter into and fully perform this agreement in accordance with these Terms of Service. If you are using the Service on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms of Service and, in such event, "You" will refer and apply to that company or other legal entity.

If you are purchasing under a Government Administrative Services Schedule Contract, please see Section 16 below.

1. Account Terms

- A. You must be 18 years or older to use this Service.
- B. You must be a human. Accounts registered by "bots" or other automated methods are not permitted.
- C. You must provide your full legal name, the legal name of your business (where applicable), a valid e-mail address, and any other information requested in order to complete the sign-up process. This information will be kept secure. You reserve the right to store and/or remove any personally identifiable information from your account.
- D. You are responsible for maintaining the security of your password. We cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. You will be solely responsible and liable for any activity that occurs within your account. In the event of any dispute between two or more parties about account ownership, you agree that we will be the sole arbiter of such dispute in our sole discretion and that our decision is final and binding.
- E. You can create multiple logins for a single account. However, your login may only be used by one person. A single login shared by multiple people is not permitted.
- F. You must not use the Service for any abusive or illegal purposes. You must not violate any laws, rules or regulations in your jurisdiction (including but not limited to copyright laws). You expressly agree and acknowledge that you will not submit information that would be a violation of your (or your employer's, as the case may be) policies, including without limitation, any data protection, privacy or security policies or any data privacy laws, rules or regulations.
- G. You may not attempt to modify, translate, adapt, edit, copy, decompile, disassemble, or reverse engineer any software used or provided by us in connection with the Service.
- H. The Service is always evolving and the form and features and modules of the Service may be appended, modified, or replaced. However, in no case, will such changes materially reduce the level of functionality available to Ordering Activity.
- I. We reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms of Service, including investigation of potential violations, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect our rights, property or safety as well as those of our users, customers, and the public.
- J. You may not do any of the following while accessing or using the Service: (i) access, tamper with, or use non-public areas of the Service, our computer systems, or the technical delivery systems of our providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security measures; (iii) access or search or attempt to access or search the Service by any means (automated or otherwise) other than through our currently available,

published interfaces; (iv) in any way use the Service to send altered, deceptive or false information; (v) otherwise interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, , overloading, flooding, spamming, mail-bombing the Service, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on the Service; (vi) use the Service to store or transmit any “viruses,” “worms,” “Trojan horses,” “e-mail bombs,” “cancelbots” or other harmful computer code, files, scripts, agents or programs; (vii) use the Service to store or transmit deceptive, infringing, defamatory or otherwise unlawful or tortious materials, or to store or transmit material in violation of (viii) third-party privacy or other rights, or (ix) confidentiality obligations to third parties; or (x) access the Service in order to build a competitive product or service or share, sell, resell, rent, lease, or otherwise distribute access to the Services or use the Services to operate any timesharing, service bureau, or similar business; or (xi) use aggressive, harassing, discriminatory, insulting, abusive or otherwise objectionable language when communicating via any medium with employees of Fleetio (“Objectionable Behavior”). Engaging in Objectionable Behavior may be treated by Fleetio as a material breach by Customer of this Agreement subject to Fleetio’s remedies set forth in Section 3 and 1.L, below.

- K. Customer may only use the Services to manage that number of assets permitted to be managed under the Services plan purchased by Customer or as otherwise indicated in the Ordering Document. The following is prohibited: access or use of the Services as an individual or entity who is not legally authorized to act as a representative of an individual or entity identified as the purported customer of the Services; use of fake email accounts; use of personal or other email addresses used or designed to shield, obfuscate, or hide from Fleetio the identity of the individuals or entities accessing or using the Services.
- L. In the event Fleetio has a reasonable belief that Customer or any Authorized User is engaged in any unauthorized or prohibited access or use of the Service or other Fleetio technology in violation of these Terms of Use or any behavior prohibited by this Section 1, Fleetio shall notify Customer. If Customer does not resolve such an issue within ten (10) days of receipt of such notice, Fleetio may suspend Customer’s access to the Services until such violation is resolved to Fleetio’s reasonable satisfaction. Fleetio will timely provide Customer notice of such suspension and the reasons for such suspension. Fleetio shall have no liability to Customer for such period of suspension and a suspension shall have no effect on Customer’s Term or on Customer’s obligation to pay fees hereunder.

2. Term, Billing and Payment

- A. These Terms of Service are effective as of the effective date of the first Ordering Document entered into by Fleetio and Customer and will remain in effect until terminated in accordance with its terms. Each Ordering Document will terminate upon expiration of its Term, unless expressly stated otherwise therein or in this Agreement. For each Ordering Document, the initial term of the Ordering Document is that which is set forth in the subject Ordering Document (the “Initial Term” and together with any period of extension (“Extension Period”) agreed upon by the parties, the “Term”). No Ordering Document is cancellable except pursuant to Section 3 under “Termination” below. Without limiting the generality of the foregoing sentence, even if Customer makes payments under an Ordering Document on a monthly basis, if the Initial Term or a renewal term of a Customer’s Ordering Document is longer than a month, Customer may not terminate that Ordering Document prior to the end of such Initial Term or renewal term and shall remain liable for all fees thereunder through the end of such Initial Term or renewal term, except if Customer terminates this Agreement or an Ordering Document pursuant to Section 3 under “Termination” below. If there is no Ordering Document currently in effect, either party may terminate these Terms of Service upon written notice to the other party via email. With Fleetio’s permission, Customer may replace an Ordering Document that has not yet expired or been terminated (an

“Existing OD”) with another Ordering Document (the “New OD”), and effective upon execution of the New OD by Fleetio and Customer, the Existing OD shall be deemed to have terminated.

- B. Your account may be renewed at the end of the Initial Period or then-current Extension Period by both parties executing a new Purchase Order in writing, provided that both parties shall agree to operate under optional 30-day Extension Periods of these Terms of Service, if necessary, to provide time for both parties to negotiate a new Purchase Order to cover the optional Extension Period(s). If the parties to these Terms of Service are unable to agree to a new Purchase Order, then these Terms of Service shall terminate as provided herein.
- C. Customer shall pay all fees stated in an Ordering Document (the “Subscription Fees”). All Subscription Fees are due and payable in advance, on the terms set forth in the applicable Ordering Document. If no payment schedule is specified for Subscription Fees in the Ordering Document, the entire amount shall be payable within thirty(30) days of receipt by Customer of an appropriate invoice (referred to below, as “Remittance”). The first due date for Subscription Fees of Customers who pay with automatically processed payments (“AutoPay”) shall be on the Initial Term Start Date (as indicated in the Ordering Document), and thereafter such Subscriptions Fees will be due on the first day of each subsequent payment period, which payment period is based upon the payment frequency indicated in the Ordering Document. All amounts payable by Customer under this Agreement will be paid to Fleetio without set-off or counterclaim, and without any deduction or withholding. Fleetio’s acceptance of partial payment or any payment of less than the full amount payable at any given time shall not constitute a waiver or release of Fleetio’s right to unpaid amounts. In the event that Customer clicks a button on Fleetio’s platform to purchase an upgrade or add-on to Services, Customer agrees that “Subscription Fees” as used in this paragraph shall refer to the increased fees resulting from such upgrade or add-on. By way of example only, such a button may be called one of the following or something similar: “Update,” “Update Plan,” “Confirm Plan Change,” or “Start Trial” for equipment management.
- D. Customer may only dispute an invoice within sixty (60) days of receipt of the invoice or appearance of the invoice in Customer’s account page in the Services. If any undisputed invoiced amount is not received by Fleetio by the due date specified in Section 2(C) above, then without limiting Fleetio’s rights or remedies, those charges may, commencing on such due date, accrue late interest at the rate of 1percent of the unpaid and undisputed amount per month or the maximum amount permitted by law, whichever is less. If a Customer who pays via Remittance becomes 45 or more days past due for any undisputed fees, or a Customer who pays via AutoPay becomes 20 or more days past due for any undisputed fees (by way of example only, by virtue of failure of payment method on file), Fleetio may, without limiting its other rights and remedies, suspend access or delivery of any pending Services provided under the subject Ordering Document until all undisputed past due charges thereunder and any related interest are paid. During any period for which access or delivery of the Services is suspended due to non-payment of undisputed fees, Customer shall continue to incur any fees and interest due.
- E. Subscription fees are based on the number of assets managed by Customer using the Services. The maximum number of assets (the “Cap”) which may be managed using the Services was selected by Customer when Customer ordered the Services on Fleetio’s platform. Customer may request an increase in the Cap at any time during the Initial Term or an Extension Period, but Customer may not reduce the Cap during the Initial Term or an Extension Period. A new subscription fee quoted to Customer for a higher Cap shall apply effective on the day that new Cap becomes effective (“New Cap Effective Date”) until the end of the Initial Term or the then current Extension Period, unless another Cap Increase is requested. Customer shall pay in advance, the additional amount owing as a result of the Cap increase (the “Additional Fee Amount”). By way of example only, using a 12 month Initial Term starting on Jan. 1, 2024, with an annual subscription fee of \$10,000, and increasing

Customer's Cap effective as of July 1, 2024 with a new annual subscription fee of \$20,000 for the new Cap, such new subscription fee would apply to the period from July 1 through Dec. 31, 2024. There are 182 days from Jan. 1 through June 30, 2024 (leap year) ("First Half") and 184 days from Jul. 1 through Dec. 31, 2024 ("Second Half"). The subscription fees for the First Half would be the product of $\$10,000 \times 182/366 = \$4,972.68$. The subscription fees for the Second Half would be the product of $\$20,000 \times 184/366 = \$10,054.64$. The total subscription fees for 2024 would be $\$4,972.68 + \$10,054.64 = \$15,027.32$. Customer would have already prepaid \$10,000, and therefore the Additional Fee Amount would be \$5,027.32. Customer's method of payment on file shall be debited in the amount of the Additional Fee Amount on the New Cap Effective Date or promptly thereafter.

- F. You must provide us with accurate billing information and keep this information up to date.
- G. Customer may only dispute a debit or invoice, if any, within sixty (60) days of (a) receipt of an invoice, or (b) the earlier to occur of the debit appearing on Customer's account page in the Services or on a statement (using the date of the statement) from the provider of Customer's payment method on file.
- H. Reserved.
- I. We shall state separately on invoices taxes excluded from the fees, and the You agree either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

3. Termination

- A. The parties may terminate these Terms of Service and/or any Ordering Document at any time upon their mutual written agreement.
- B. Either party may terminate these Terms of Service (including all related Ordering Documents) immediately upon written notice to the other party in the event of: (a) a material breach of these Terms of Service or an Ordering Document by the other party that is not remedied within thirty (30) days after the breaching party's receipt of written notice from the terminating party that describes with reasonable specificity such alleged material breach, (b) cessation of operation of the other party without a successor; or (c) the other party seeking protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party and is not dismissed within sixty (60) days (to the extent such termination is not prohibited by law).
- C. If an Ordering Document and/or these Terms of Service is terminated by Customer pursuant to Section 3(B) immediately above ("for Cause"), Fleetio shall promptly refund to Customer the pro-rata amount of any prepaid subscription fees for the subject Ordering Document and/or these Terms of Service attributable to periods after the effective date of such termination. In no event will expiration or termination of these Terms of Service relieve Customer of any obligation to pay subscription fees applicable to the period prior to the date of termination. If an Ordering Document and/or these Terms of Service is terminated by Fleetio for Cause, all subscription fees remaining to be paid to Fleetio as of the effective date of termination as well as for the remainder of the then-current Initial Term or Extension Period of the subject Ordering Document and/or these Terms of Service shall be immediately due and payable to Fleetio, and Customer shall promptly remit all such fees to Fleetio; or if fees have been prepaid, Customer shall not be entitled to any refund.
- D. All of your information may be immediately deleted from the Service (including our secure servers used to store your information) upon termination. If you want to preserve your information, you must export your information before termination. Your information may not be recovered after termination.
- E. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of these Terms of Service must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute

under the Disputes Clause, We shall proceed diligently with performance of these Terms of Service, pending final resolution of any request for relief, claim, appeal, or action arising under these Terms of Service, and comply with any decision of the Contracting Officer.

- F. All provisions of these Terms of Service relating to disclaimers of warranties, limitation of liability and remedies and damages shall survive termination.

4. Authorized Users

- A. Customer shall be entitled to designate individuals as authorized users of the Services (each an "Authorized User"). Only employees of Customer may be Authorized Users and only assets owned and/or operated by Customer may be managed under Customer's Services account ("Customer's Account") unless otherwise agreed to by Fleetio in a signed writing; provided, that, the following individuals may be Authorized Users: (a) employees of Customer's Affiliates who may use the Services to manage assets owned and/or operated by Customer or such Affiliate, and (b) employees of a third party that provides goods and/or services to Customer so long as use by these individuals of Customer's Account is solely related to management of assets owned and/or operated by Customer. As used herein, the term "Affiliate" means in relation to a party, any Person from time to time directly or indirectly controlling, being controlled by, or being under common control with such party, where control shall mean the direct or indirect possession of at least half the voting securities of any Person or the power effectively to direct, or cause to be directed, the management and policies of such Person through the ownership of voting securities or voting interest or otherwise. Without limiting the generality of the foregoing sentence, Customer may not permit its own customers, Affiliates, independent contractors, representatives or other third parties to use the Services under Customer's account other than as permitted pursuant to the foregoing sentences of this Paragraph A. . Customer shall ensure all of its Authorized Users use the Services only as permitted under these Terms of Use and shall be responsible for compliance with the terms of these Terms of Use by all Authorized Users, whether or not they are employees. Customer acknowledges and agrees that Authorized Users must provide Fleetio with certain identifying information. Customer is solely responsible for designating Authorized Users.
- B. If the employment or engagement (whether as an employee, contractor, consultant, or in any other similar relationship) of any Authorized User that was in effect as of the date such person was designated as an Authorized User terminates, Customer shall promptly take all reasonable steps to ensure that such person ceases accessing the Services. Customer is solely responsible for restricting and terminating Authorized Users from the Services.

5. Mobile Software

- A. Fleetio may make available software to access the Service via a mobile or tablet device ("**Mobile Software**"). To use the Mobile Software, Authorized Users must have a mobile device that is compatible with the Mobile Service. Fleetio does not warrant that the Mobile Software will be compatible with Authorized Users' mobile devices. Fleetio hereby grants Customer a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for Customer's Fleetio account on mobile devices owned or leased solely by the Authorized Users, for their sole use. Without limiting the generality of the "Account Terms" above, Customer may not and shall not permit any Authorized User to : (i) modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (v) delete the copyright and other proprietary rights notices on

the Mobile Software. Customer acknowledges that Fleetio may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that Authorized Users are using on their mobile devices. Customer consents for itself and on behalf of the Authorized Users to such automatic upgrading on Authorized Users' mobile devices, and agrees that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and Fleetio or its third-party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by Customer or Authorized Users to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. Fleetio reserves all rights not expressly granted under this Agreement.

- B. [Click here](#) to see the additional terms applicable to Mobile Software from Apple App Store and Google Play.
- C. If the Mobile Software is being acquired on behalf of the United States Government, then the following provision applies: Use, duplication, or disclosure of the Mobile Software by the U.S. Government is subject to restrictions set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable. The Mobile Software originates in the United States, and is subject to United States export laws and regulations. The Mobile Software may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Software may be subject to the import and export laws of other countries. Customer agrees to comply with all applicable laws related to use of the Mobile Software and the Services.

6. Privacy

- A. See our attached Privacy Policy at <https://www.fleetio.com/privacy> for information about our collection and use of your personally identifiable information (including Cookies). This Privacy Policy is expressly incorporated into these Terms of Service. For non-U.S. users, European Union General Data Protection Regulation (GDPR) compliance and Privacy Shield certification information can also be found in our [Privacy Policy](#).

7. Limited Warranties / Representations

- A. We warrant that the Service will, for a period of sixty (60) calendar days from the date of your receipt, perform substantially in accordance with Service written materials accompanying it. Your sole and exclusive remedy, and our sole and exclusive liability for any breach of this warranty will be, at our sole discretion, to either fix the Service to remedy the defect or refund the applicable Service license fees paid by you for the Service, in each case on condition that you promptly notify us in writing of any alleged breach of this warranty within such sixty (60) calendar day period. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, You understand and agree that the Service is provided "AS IS" and "AS AVAILABLE" and we expressly disclaim warranties of any kind, express or implied, including without limitation any warranty of accuracy, merchantability, fitness for a particular purpose, or non-infringement. We make no warranty or representation and disclaim all liability regarding the results that may be obtained from the use of the Service, the correctness or completeness of the data, the security, reliability or availability of the Service, or that the Service will meet any user's requirements. Use of the Service is at your sole risk. Even though we use secure third party vendors and hosting partners (as detailed in our Privacy Policy located at <https://www.fleetio.com/privacy>) to provide the necessary hardware, software, networking, storage, and related technology required to run the Service, you understand and agree that you will be solely responsible for any damage to you (including loss of data) resulting from the use of the Service. The entire risk arising

out of use, security, or performance of the Service remains with you. Without limiting the foregoing, the Service is not designed or licensed for use in hazardous environments requiring fail-safe controls.

- B. The above disclaimer applies to any damages, liability or injuries caused by any failure of the performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use the Service, whether for breach of contract, tort, negligence or any other cause of action.

8. Sensitive Information

- A. **“Sensitive Information”** means any residential addresses or geolocation data (other than IP address), passwords, personal credit card or debit card information, personal financial account information, consumer credit information, personal health information, social security numbers or other similar government identifiers, passport and visa numbers, driver’s license numbers, birth dates, employment records, physical or mental health condition or information, information on racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person’s sex life or sexual orientation, or any other information that would be subject to the Health Insurance Portability and Accountability Act (HIPAA), the Payment Card Industry Data Security Standards (PCI DSS), or other laws, regulations, or industry standards designed to protect similar information. The expiration date of a driver’s license is not Sensitive Information, but any other information on a driver’s license is Sensitive Information.
- B. You represent and warrant that neither you nor any of Authorized Users will transmit, upload, collect, manage, store, or otherwise process any Sensitive Information through the Services. You acknowledge and agree that **YOU, BUT NOT FLEETIO, WILL BE LIABLE FOR ANY DAMAGES OR OTHER LIABILITY THAT MAY RESULT OR ARISE FROM THE TRANSMITTING, UPLOADING, COLLECTING, MANAGING, OR OTHERWISE PROCESSING OF ANY SENSITIVE INFORMATION BY YOU OR YOUR AUTHORIZED USERS THROUGH THE SERVICES, INCLUDING WITHOUT LIMITATION, LIABILITY FOR BREACH OF CONFIDENTIALITY OR ANY SECURITY BREACH RELATED TO ANY SUCH SENSITIVE INFORMATION.**

9. Anonymized, Aggregated Data

- A. Notwithstanding anything to the contrary set forth in this Agreement, Customer agrees that Fleetio may generate aggregated, anonymized statistics and other data about its customers’ use of the Services that are non-personally identifiable with respect to Customer and/or any individual (“Anonymized Data”) and use the Anonymized Data for any purpose, including, without limitation, sales, marketing, business development, product enhancement, or customer service initiatives and share such Anonymized Data publicly (by way of example only, through benchmarking reports) so long as neither Customer nor any individual can be identified from such Anonymized Data. Fleetio shall own the Anonymized Data which shall not be subject to any data deletion requirements in this Agreement.

10. Limitations of Liability

- A. **IN NO EVENT WILL WE OR OUR SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS BE LIABLE FOR LOST PROFITS OR ANY OTHER DAMAGES, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM THIS CONTRACT OR ARISING FROM OR CONNECTED IN ANY WAY WITH YOUR USE OF OR INABILITY TO USE THE SERVICE, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

- B. THE EXCLUSION OF DAMAGES UNDER THIS SECTION IS INDEPENDENT OF YOUR EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS OTHERWISE DEEMED UNENFORCEABLE. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) NEGLIGENCE, (4) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW.**
- C. IF YOU ARE DISSATISFIED WITH THE SERVICE, YOU DO NOT AGREE WITH ANY PART OF THIS CONTRACT, OR YOU HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST US WITH RESPECT TO THIS CONTRACT OR THE SERVICE, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S GROSS NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.**
- D. IN THE EVENT THAT, NOTWITHSTANDING THE FOREGOING DISCLAIMERS AND LIMITATIONS ON LIABILITY, WE ARE FOUND RESPONSIBLE TO YOU FOR ANY REASON WHATSOEVER, OUR RESPONSIBILITY SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICE UNDER THE APPLICABLE PURCHASE ORDER(S) COVERING THE APPLICABLE SERVICE PERIOD AT THE TIME OF SUCH CLAIM OR FIVE HUNDRED THOUSAND DOLLARS (\$500,000), AND SHALL NOT INCLUDE PUNITIVE DAMAGES OR CONSEQUENTIAL OR RESULTING DAMAGES OF ANY NATURE.**

11. Intellectual Property

- A. All information that you post to the Service must comply with applicable copyright laws. We claim no intellectual property rights over the material you provide to the Service when such material is tagged with personally identifiable information. We may share aggregated information that does not include personally identifiable information and we may otherwise disclose non-identifying information with third parties for industry analysis, demographic profiling, and other purposes. Any aggregated information shared in these contexts will not contain your personally identifiable information.
- B. We give you a personal, worldwide, royalty-free, non-assignable, non-transferable, revocable, limited and non-exclusive license to use the Service. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Service as provided by us, in the manner permitted by these Terms of Service.
- C. You shall not copy, sell, transfer, distribute, publish, or assign your license to our Service in any format to any third party. In addition, you may not use the Service in any way that violates applicable federal, state, or international law, or for any unlawful purpose.
- D. All right, title, and interest in and to the Service are and will remain the exclusive property of us (and our licensors, if applicable). The Service is protected by copyright, trademark, and other laws of both the United States of America and foreign countries.
- E. All of the content generated by us for the Service and the software used for the Service is the property of us, our affiliates, or our suppliers, and is protected by United States of America and international copyright laws.
- F. Nothing should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any of the copyrighted works displayed or contained in the Service without our express, written consent. Nothing in these Terms of Service

gives you a right to use any of our, our affiliates', or our suppliers' trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

- G. Customer hereby grants Fleetio a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, create derivative works of, and otherwise commercially exploit any suggestion, feedback or ideas regarding the Services that Customer communicates to Fleetio, and Customer acknowledges and agrees that Fleetio assumes no obligation of confidentiality or nondisclosure, express or implied with respect to such feedback or ideas regarding the Services that Customer communicates to Fleetio. We acknowledge that the ability to use these Terms of Service and any Feedback provided as a result of these Terms of Service in advertising is limited by GSAR 552.203-71.

12. Choice of Law and Location for Resolving Disputes

- A. These Terms of Service shall be governed and construed in accordance with the Federal laws of the United States and without reference to the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

13. Non-U.S. Users

- A. If you are located outside the United States of America then by using the Service, you understand and consent to the processing of personally identifiable information on secure servers within the United States of America. For non-U.S. users, European Union General Data Protection Regulation (GDPR) compliance and Privacy Shield certification information can also be found in our [Privacy Policy](#).

14. Notices

- A. Any notices or other communications permitted or required of us under these Terms of Service, including those regarding modifications to these Terms of Service, will be in writing and given to you: i) by us via e-mail (to the address that you provide) or ii) by posting to the Service. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.
- B. By registering with us, you understand that we may send you communications or data from us regarding the Service, including but not limited to i) notices about your use of the Service, including any notices concerning violations of use, ii) updates, and iii) promotional information and materials regarding our products and services, via email and in-app message. We give you the opportunity to opt-out of receiving messaging from us at any time by following the opt-out instructions provided in the message.

15. General

- A. If any part of these Terms of Service are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms of Service shall continue in effect. A printed version of these Terms of Service and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved.
- B. No failure to exercise or enforce any right or provision of these Terms of Service shall constitute a waiver of such right or provision.
- C. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect.
- D. You may not assign or transfer these Terms of Service, by operation of law or otherwise, without our prior written consent, which shall not be unreasonably withheld. Any attempt by you to assign or transfer these Terms of Service, without such consent, will be null and of no effect.

16. Government Services Administration Schedule Contract NO. GS-35F-47QTCA20D0044 ("GSA Terms")

- A. In the event Customer is purchasing from Fleetio pursuant to the GSA Terms, then the parties also agree to be legally bound by the GSA Terms, and the following applies notwithstanding anything to the contrary set for in the Terms of Service: In the event of a conflict between these Terms of Service and the GSA terms, the GSA terms shall govern.
- B. We are subject to The Anti-Assignment Act, 41 USC 6305, which governs the assignment of Government contracts. Procedures for securing such approval are set forth in FAR 42.1204. Subject to the foregoing, these Terms of Service will bind and inure to the benefit of the parties, their successors and permitted assigns.
- C. Any claim related to these Terms of Service must be brought within six years. The one-year period begins on the date when the claim first could be filed. If it is not, then that claim is permanently barred. This applies to you and your successors. It also applies to us and our successors and assigns.
- D. Excusable delays shall be governed by FAR 52.212-4(f).
- E. These Terms of Service, the related Ordering Document, together with the GSA Terms and the related Schedule Pricelist and Purchase Order(s), are the entire and exclusive understanding and agreement between you and us regarding the Service. These Terms of Service supersede and replace any and all prior oral or written understandings or agreements between you and us regarding the Service.
- F. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.
- G. Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The vendor shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.
- H. The Vendor recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor. When the end user is an instrumentality of the U.S. Government, neither this Rider, the Manufacturer's Specific Terms nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect.
- I. A negotiated purchase order would take precedence as the negotiated purchase order would demonstrate any changes to these terms to meet the ordering activity's minimum needs.

17. Questions

- A. If you have any questions about these Terms of Service, please contact us.

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

The undersigned Kasey R. Powell, as Controller
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of Rarestep, Inc. dba Fleetio, certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes [X] No []

Federal Employer I.D.#: 45-2338164
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (*check one*):

- Sole Proprietor
- Independent Contractor (*Individual*)
- Partnership
- LLC
- X Corporation Delaware 2011
(State of Incorporation) (Date of Incorporation)

2) STATUS OF OWNERSHIP

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

- Minority-Owned [] **Small Business []** (SBA standards)
- Women-Owned [] **Prefer not to disclose [X]**
- Veteran-Owned [] **Not Applicable []**
- Disabled-Owned []

How are you certifying? **Certificates Attached []** **Self-Certifying []**

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

- Minority-Owned [] **Small Business []** (SBA standards)
- Women-Owned [] **Prefer not to disclose [X]**
- Veteran-Owned [] **Not Applicable []**
- Disabled-Owned []

3) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes No

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

4) SEXUAL HARASSMENT POLICY: Yes No

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes No

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition,

the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

6) TAX CERTIFICATION: Yes [X] No []

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

7) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

DocuSigned by:
Kasey R. Powell
7800298A4B464FD...

 Signature of Authorized Officer

Kasey R. Powell

 Name of Authorized Officer

Controller

 Title

12/12/2025

 Date



DISCLOSURE TYPE:
___ Original
___ Amended
___ 1 of () Disclosures

BUSINESS RELATIONSHIP DISCLOSURE FORM

Business Relationships. Pursuant to Village Code, all business relationships between vendors and Officials must be disclosed. Vendors and Officials shall complete this Business Relationship Disclosure Form when applicable. Failure to comply shall be considered a violation of the ordinance and can result in penalties.

For Vendors. Any vendor (Person or Entity) who has had any business relationship within the preceding ten years or reasonably expects such a relationship in the following twelve months with a current official or a past official during the preceding 10 years, where such relationship resulted in or is expected to result in financial benefit, shall disclose the following if the relationship entitled the current or past official to compensation, economic opportunity, or payment in excess of \$7,500 annually. A business relationship does not include a political contribution, otherwise duly reported as required by law.

For Officials. Any official who has had any business relationship within the preceding ten years or reasonably expects such a relationship in the following twelve months with a vendor, where such relationship has resulted in or is expected to result in financial benefit, shall disclose the following if the relationship entitled the official to compensation, economic opportunity, or payment in excess of \$7,500 annually. A business relationship does not include a political contribution, otherwise duly reported as required by law.

Submission of a disclosure does not disqualify a Vendor from consideration for a contract, grant, concession, land sale, lease or any other matters subject to the Village approval.

(1) Check applicable box X Vendor (Person or Entity) Official

(2) For Vendor (Person or Entity)

X Vendor does not have a business relationship with any current Village of Orland Park Official reasonably expect such a relationship in the following twelve months that entitled the Official to compensation, economic opportunity, or payment in excess of \$7,500 annually. See Appendix A for a listing of current Officials. (Please check the box if applicable and complete Certification section only.)

Vendor did not have a business relationship with any past Village of Orland Park Official in the preceding ten (10) years that entitled the past Official to compensation, economic opportunity, or payment in excess of \$7,500 annually. See Appendix B for a listing of past Officials is included with this disclosure form. (Please check the box if applicable and complete Certification section only.)

(3) Please provide the name(s) of the Vendor(s) or Official(s) or related party.

(4) What is the nature of the business relationship with the Vendor(s) or Official(s) or related party?

(5) Provide the date(s)[month/year] of engagement or expected engagement:

(6) If the Vendor has been acquired or purchased within the preceding five (5) years:

a. The date(s) of acquisition of the Vendor: _____

b. The name(s) of the preceding Vendor, if changed: _____

Certification

The undersigned Kasey R. Powell, as Controller, and on
(Print Name of Person Making Disclosure) (Print Title of Person Making Certification)

behalf of Rarestep, Inc. dba Fleetio, certifies the information supplied is true and accurate.
(Print Name of Vendor / Official)

Signature: DocuSigned by:
Kasey R. Powell Date: 12/12/2025
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See Appendix A for the List of Current Officials

See Appendix B for the List of Officials for the Past Ten (10) Years

APPENDIX A – LIST OF CURRENT OFFICIALS (2025)

Mayor

James V. Dodge, Jr.

Trustees

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Dina M. Lawrence

John Lawler

Joanna M. Liotine Leafblad

Village Clerk

Mary Ryan Norwell

Village Manager

George Koczwar

Assistant Village Manager

Jim Culotta

Directors / Department Heads

Development Services - Steve Marciani

Engineering – Syed Khurshid Hoda

Finance – Christopher Frankenfield

Human Resources - Regina Earley

Information Technology – Tad Spencer

Police Department – Eric Rossi

Public Works – Joel Van Essen

Recreation and Parks – Ray Piattoni

APPENDIX B – LIST OF OFFICIALS FOR THE PAST TEN (10) YEARS

August 2024 – May 2025

Brian Gaspdo, Village Clerk

May 2021 – May 2025

Keith Pekau, Mayor
William Healy, Trustee
Cynthia Nelson Katsenes, Trustee
Michael R. Milani, Trustee
Sean Kampas, Trustee
Brian J. Riordan, Trustee
Joni J. Radaszewski, Trustee

May 2021 – August 2024

Patrick O’Sullivan, Village Clerk

May 2019

Keith Pekau, Mayor
Kathleen M. Fenton, Trustee
James V. Dodge, Trustee
Daniel T. Calandriello, Trustee
William R. Healy, Trustee
Cynthia Nelson Katsenes, Trustee
Michael R. Milani, Trustee

May 2017

Keith Pekau, Mayor
(No change in Trustees)

2015 – April 2017

Daniel J. McLaughlin, Mayor
Kathleen M. Fenton, Trustee
James V. Dodge, Trustee
Patricia A. Gira, Trustee
Carole Griffin Ruzich, Trustee
Daniel T. Calandriello, Trustee
Michael F. Carroll, Trustee
John C. Mehalek, Village Clerk

Inactive Directors / Department Heads

Communications & Marketing – Nabeha M. Zegar, May 2022 – March 2024
Development Services – Karie L Friling, January 2006 – September 2017
Finance – Annmarie K Mampe, August 2003 – May 2020
Finance – Kevin Wachtel, May 2020 – April 2024
Human Resources – Stephana M Przybylski, March 2007 – July 2020
Human Resources – Denise A Maiolo, June 2020 – December 2021
Human Resources - Christina A Hackney, March 2022 – April 2022
Information Technology - John F Florentine, July 2016 – January 2019
Information Technology – David Buwick, June 2019 – March 2023
Police Department – Joseph Mitchell, September 2020 – March 2022
Police Department – Tim McCarthy, May 1994 – August 2020
Public Works – John J Ingram, February 2012 – July 2019
Parks Department - Gary Couch, January 2017 – May 2020
Recreation & Parks Department - Nancy Flores, July 2019 – May 2020



INSURANCE REQUIREMENTS

Please sign and provide a policy Specimen Certificate of Insurance showing current coverages.

If awarded the contract, all Required Policy Endorsements noted in the left column in red bold type **MUST** be provided.

Standard Insurance Requirements	Please provide the following coverage if box is checked.
<p>WORKERS' COMPENSATION & EMPLOYER LIABILITY Full Statutory Limits - Employers Liability \$500,000 – Each Accident \$500,000 – Each Employee \$500,000 – Policy Limit Waiver of Subrogation in favor of the Village of Orland Park</p> <p>AUTOMOBILE LIABILITY (ISO Form CA 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage. Applicable for All Company Vehicles.</p> <p>GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage \$2,000,000 – General Aggregate Limit \$1,000,000 – Personal & Advertising Injury \$2,000,000 – Products/Completed Operations Aggregate</p> <p>ADDITIONAL INSURED ENDORSEMENTS: (Not applicable for Goods Only Purchases)</p> <ul style="list-style-type: none"> • ISO CG 20 10 or CG 20 26 (or Equivalent) Commercial General Liability Coverage • CG 20 01 Primary & Non-Contributory (or Equivalent) The Village must be named as the Primary Non-Contributory which makes the Village a priority and collects off the policy prior to any other claimants. • Blanket General Liability Waiver of Subrogation - Village of Orland Park A provision that prohibits an insurer from pursuing a third party to recover damages for covered loses. 	<p>LIABILITY UMBRELLA (Follow Form Policy)</p> <p><input type="checkbox"/> \$1,000,000 – Each Occurrence \$1,000,000 – Aggregate</p> <p><input type="checkbox"/> \$2,000,000 – Each Occurrence \$2,000,000 – Aggregate</p> <p><input type="checkbox"/> Other: _____ EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability</p> <p>PROFESSIONAL LIABILITY</p> <p><input type="checkbox"/> \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> Other: _____ Deductible not-to-exceed \$50,000 without prior written approval</p> <p><input type="checkbox"/> BUILDERS RISK Completed Property Full Replacement Cost Limits – Structures under construction</p> <p><input type="checkbox"/> ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY \$1,000,000 Limit for bodily injury, property damage and remediation costs resulting from a pollution incident at, on or mitigating beyond the job site</p> <p><input checked="" type="checkbox"/> CYBER LIABILITY \$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage</p> <p><input type="checkbox"/> CG 20 37 ADDITIONAL INSURED – Completed Operations (Provide only if box is checked)</p>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Joe Roberson	
Three Arbor Insurance, Inc.		PHONE (A/C, No, Ext): (205) 517-8890	FAX (A/C, No):
4274 Cahaba Heights Ct		E-MAIL ADDRESS: jroberson@threearbor.com	
Suite 230		INSURER(S) AFFORDING COVERAGE	
Vestavia AL 35243		INSURER A: Hartford Underwriters Insurance Company	NAIC # 30104
INSURED		INSURER B: The Continental Insurance Company	35289
Rarestep Inc. DBA Fleetio		INSURER C: At-Bay Specialty Insurance Company	19607
1500 1st Ave N		INSURER D: Travelers Excess and Surplus Lines Company	29696
Ste 300		INSURER E: Arch Insurance Company	
Birmingham AL 35203-1865		INSURER F: CNA Insurance	

COVERAGES **CERTIFICATE NUMBER:** CL2573006483 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	21SBABH9LSM	07/25/2025	07/25/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			21SBABH9LSM	07/25/2025	07/25/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			21SBABH9LSM	07/25/2025	07/25/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6025296278 / 6025396168	07/25/2025	07/25/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Aggregate Liability Limit \$5,000,000
C	Cyber (including Tech E&O)			AB-6605143-06	07/25/2025	07/25/2026	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, and volunteers are additional insureds with waiver of subrogation on a primary and non-contributory basis with respect to General Liability as required by written contract

CERTIFICATE HOLDER	CANCELLATION
Village of Orland Park 14700 S. Ravinia Avenue Orland Park IL 60462	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or



(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section B. Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section B. Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

- (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.

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Contractual Risk Transfer Evaluation Summary

 Date 12/15/25

Vendor/Contractor Name: Fleetio
Contract/Project Name/ #: Fleet Management Software Package
Contract Type: Contractor Prof. Srvs Goods Only MSA
MSA Title
Type of Work: Fleet Software
Contract/Project Summary: Fleet Management Software Package
Policy Expiration Date: 7/25/26

Required Coverages/Limits – Per Contract:
Compliant:

General Liability:	\$1 million	\$2 million General Agg.	Other: \$2m/\$4m	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Umbrella Liability:	\$1 million	\$2 million	Other: \$1M/\$1M	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Auto Liability:	\$1 million	Any Auto/Owned	Other: \$2M/\$2M	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Workers' Comp./ Employer Liability	\$500,000 Each Accident, Each Employee, Policy Limit		Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Prof. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Env. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Exc./Umb. Prof.				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Excess/Umb GL				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Cyber Liability:	\$500,000	\$1 million	Other: \$5M/\$5M	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Builders Risk:	Completed Project Value		Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Other:			Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

Required Endorsements:

ISO Additional Insured Endorsement: (CG 20 10 or CG 20 26)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
ISO Additional Insured – Completed Operations (CG 20 37)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Broad Form Manuscript Add'l. Insd. Endorsement Reviewed/Acceptable Alternate Accepted Form:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Primary Additional Insured Coverage Provided - ISO CG 20 01 or Acceptable Alternate Accepted Form:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Waiver of Subrogation - General Liability	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Waiver of Subrogation – Workers' Compensation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA

Additional Coverages/Revisions Approved:

Goods Only

Orland Park Hold Harmless/Indemnity Agreement Accepted: Yes No

Notes / Additional Comments:
Contractual Risk Transfer: Acceptable Not Acceptable

Village of Orland Park
Sole Source Request Form
Required for Purchases \$5,000 - \$24,999

Department Public Works
Division (if applicable) Vehicles and Equipment

Date 12/22/2025

Description of Good/Service Fleetio fleet management software.

Manufacturer or Supplier Rarestep, Inc d/b/a Fleetio

Dollar Amount \$93,312.00

Co-op Purchasing Contract # 47QTCA20D0044

Have Adequate Funds Been Budgeted For This Purchase? Yes No

Account number(s) 1008040-442850

Option 1 - Sole Source Justification

A Sole Source Purchase is available from only one supplier and must meet at least one of the following criteria (check the appropriate box):

- One-of-a-Kind The commodity or service has no competitive product alternatives available on the market.
 Compatibility The commodity or service must match existing brand of equipment for compatibility.
 Replacement Part The commodity is a replacement part for a specific brand of existing equipment.
 Operation Continuity The commodity or service is needed to maintain operational continuity.
 Unique Design The commodity or service must meet physical design or quality requirements.
 Delivery Date Only one supplier can meet necessary delivery requirements.
 Emergency PER VILLAGE CODE 1-16-3 (E): URGENT NEED for the item or service does not permit soliciting competitive bids.
 Other

Explain how your purchase of goods or services meets one or more of the above criteria for a valid sole source

Fleetio software was implemented February 12, 2024. It is required to maintain uninterrupted fleet management continuity.

Price Reasonableness

I determined that the price is reasonable for one of the following reasons:

Relevant documentation attached

- I compared the proposed price to prices I previously paid for the same or similar services.
 I compared the proposed price to current published catalog, price lists, or market prices as documented in the attachments.
 I compared the proposed price to rough yardsticks and did not discover significant inconsistencies that warrant additional inquiry.
 Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts.
 The price is set by law or regulations.
 Market research reveals that same or similar goods or services are available for a similar price.

Option 2 - Joint or Cooperative Purchasing

Purchase through Cooperative Purchasing (attach contract documentation)

- | | |
|---|--|
| <input type="checkbox"/> <u>State of Illinois Joint Purchase Program</u> | <input type="checkbox"/> <u>Omnia Partners - Public Sector</u> |
| <input type="checkbox"/> <u>NWMC/Suburban Purchasing Cooperative</u> | <input type="checkbox"/> <u>National Intergovernmental Purchasing Alliance</u> |
| <input checked="" type="checkbox"/> <u>The GSA Schedules</u> | <input type="checkbox"/> <u>The National Cooperative Purchasing Alliance</u> |
| <input type="checkbox"/> <u>Sourcewell</u> | <input type="checkbox"/> <u>HGACBuy</u> |
| <input type="checkbox"/> <u>Nat'l Association of State Procurement Officials (NASPO) ValuePoint</u> | <input type="checkbox"/> <u>Municipal Partnering Initiative (MPI)</u> |
| <input type="checkbox"/> <u>Choice Partners Cooperative</u> | <input type="checkbox"/> <u>Midwestern Higher Education Compact</u> |
| <input type="checkbox"/> <u>The Interlocal Purchasing System (TIPS)</u> | <input type="checkbox"/> <u>National Purchasing Partners (NPPGov)</u> |
| <input type="checkbox"/> <u>Purchasing Cooperative of America</u> | <input type="checkbox"/> <u>1Government Procurement Alliance (1GPA)</u> |
| <input type="checkbox"/> <u>Good Buy Purchasing Cooperative</u> | <input type="checkbox"/> <u>National BuyBoard (BuyBoard)</u> |
| | <input type="checkbox"/> Other: _____ |

Requested By:

Name

Signature

Date

Staff Contact

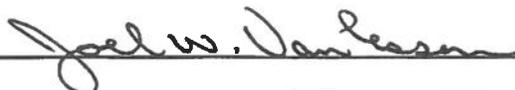
Andrew Folkerts



12/22/2025

Department Head

Joel Van Essen



12/22/2025

Did legal review Terms & Conditions from vendor, if applicable? Yes No N/A

Have you received a CRT summary from the Risk Manager? Yes No N/A

This form is to be attached to the contract or purchase requisition.

Revised 11/22/2024

- Certificate of Compliance - completed
- Business Relationship form - completed
- COI - which includes all endorsements in compliance with the Insurance requirement form

Please let me know if this is sufficient. The next steps would be for the Village to sign the contract, and it would then be sent back to our controller, Kasey, for finalization of the renewal.

On Mon, Dec 15, 2025 at 12:05 PM Samantha Cooper <scooper@orlandpark.org> wrote:

Received, thank you.

Samantha Cooper | Public Works Executive Assistant
 Village of Orland Park
 15655 S. Ravinia Avenue | Orland Park, Illinois 60462
 Ph. 708.403.6244 | scooper@orlandpark.org



From: Jane Guerreschi <jguerreschi@fleetio.com>
Sent: Friday, December 12, 2025 5:12 PM
To: Samantha Cooper <scooper@orlandpark.org>
Cc: Andrew Folkerts <afolkerts@orlandpark.org>; Kyle Thomas <kthomas@fleetio.com>; Tina Bollers <tbollers@fleetio.com>
Subject: Re: NOTICE OF APPROVAL - Fleet Management Software Agreement 2025-2028

[External Mail] Use caution with links and attachments.

Hi Samantha,

I am working with our legal team to have your requested forms completed as soon as possible.

Here is the current update:

- Start date changed to 12/31/25 - approved
- Certificate of Liability Insurance - Completed + attached
- Business relationship disclosure form - pending
- Certificate of compliance - pending
- NOA - Fleet Management letter ~ notice only from the Village of Orland Park team

On Thu, Dec 11, 2025 at 1:14 PM Jane Guerreschi <jguerreschi@fleetio.com> wrote:

Hi Samantha,

Thank you for taking my call earlier. I appreciate your patience as I work through the signing process for both parties. Given that we received the required (4) forms 1 day ago and your subscription start date is 12/15/25, this only gives both teams 3 working days to complete and sign all the necessary paperwork. I am submitting the following items to my legal and finance team to complete, as per your request.

Next steps: pending items in red

- Jane to submit 4 required docs for Village of Orland Park - pending legal completion as of 12/11/25
- Village of Orland Park is requesting ownership information; *however, we are privately owned. Some of the questions may/may not be filled and we are pending answers from our legal team*
- Jane submitted to contracts team to change start date from 12/15/25 to 12/31/25 ~ pending approval
- Village of Orland Park to complete contract signature prior to approved start date. Fleetio team Yoandra Camarillo (Fleetio Deal Desk) + Jane Guerreschi (Fleetio Account Manager) completed signature as of 12/10/25, pending Orland Park's signature & final signature from Kasey Powell (Fleetio Controller) to close out renewal contract

On Thu, Dec 11, 2025 at 12:02 PM Jane Guerreschi <jguerreschi@fleetio.com> wrote:

Samantha,

Here is the signed document I have with the 2 signatures

On Thu, Dec 11, 2025 at 11:32 AM Samantha Cooper <scooper@orlandpark.org> wrote:

Hello again Jane,

My apologies, I do NOT have a copy of Fleetio's signed document. So, once we get all your support documents, we can use our online platform for everyone to execute, and Fleetio will be first.

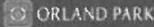
From: Samantha Cooper
To: Jane Guerreschi
Cc: Andrew Folkerts; Kyle Thomas; Tina Bollers
Subject: RE: NOTICE OF APPROVAL - Fleet Management Software Agreement 2025-2028
Date: Friday, December 19, 2025 10:30:00 AM
Attachments: lmaos001.png

Hi Jane,

Our Legal and Insurance people are OK with this. Please proceed.

Thank you,

Samantha Cooper | Public Works Executive Assistant
Village of Orland Park
15655 S. Ravinia Avenue | Orland Park, Illinois 60462
Ph. 708.403.6244 | scooper@orlandpark.org



From: Jane Guerreschi <jguerreschi@fleetio.com>
Sent: Wednesday, December 17, 2025 3:18 PM
To: Samantha Cooper <scooper@orlandpark.org>
Cc: Andrew Folkerts <afolkerts@orlandpark.org>; Kyle Thomas <kthomas@fleetio.com>; Tina Bollers <tbollers@fleetio.com>
Subject: Re: NOTICE OF APPROVAL - Fleet Management Software Agreement 2025-2028

[External Mail] Use caution with links and attachments.

Hi Samantha,

My legal team has responded with the following: "We can agree to sign the form if they are ok with the following redline. The only edit is to state that Fleetio cannot agree to cover their agents as additionally insured per our insurer; everything else listed has been approved by our insurer and is reflected in the COI we provided them".

If Orland Park agrees, we can have our controller sign and send this back to you.

On Wed, Dec 17, 2025 at 8:56 AM Samantha Cooper <scooper@orlandpark.org> wrote:

Hi Jane,

Thank you for those documents. Our Risk Manager did review the COI & Endorsements, and approved them, so yes, last thing I need before I can do anything else is that executed Insurance Requirements form.

Thanks,

Samantha Cooper | Public Works Executive Assistant
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15655 S. Ravinia Avenue | Orland Park, Illinois 60462
Ph. 708.403.6244 | scooper@orlandpark.org



From: Jane Guerreschi <jguerreschi@fleetio.com>
Sent: Tuesday, December 16, 2025 11:43 AM
To: Samantha Cooper <scooper@orlandpark.org>
Cc: Andrew Folkerts <afolkerts@orlandpark.org>; Kyle Thomas <kthomas@fleetio.com>; Tina Bollers <tbollers@fleetio.com>
Subject: Re: NOTICE OF APPROVAL - Fleet Management Software Agreement 2025-2028

[External Mail] Use caution with links and attachments.

Samantha,

Good news. Our team was able to obtain your requested documents, which have been signed. You had the insurance requirement form; however, after connecting with the insurance partner and our legal team, we believe that the included endorsements are functionally equivalent to CG 2010/CG 2026. We are now asking them to agree so that we can move forward with completing the Insurance Form.

Attached are the following forms:

Thanks,

Samantha Cooper | Public Works Executive Assistant
Village of Orland Park
15655 S. Ravinia Avenue | Orland Park, Illinois 60462
Ph. 708.403.6244 | scooper@orlandpark.org



From: Samantha Cooper
Sent: Thursday, December 11, 2025 10:19 AM
To: Jane Guerreschi <jguerreschi@fleetio.com>
Cc: Andrew Folkerts <afolkerts@orlandpark.org>; Kyle Thomas <kthomas@fleetio.com>
Subject: RE: NOTICE OF APPROVAL - Fleet Management Software Agreement 2025-2028

Hi Jane,

I do have a copy of the one Fleetio signed. Let me see if I can use it to upload into our system, and just have our Village Manager sign that. But before I can have him sign it, I will need all those documents that were listed in the Notice of Approval. We will make it all work!

Samantha Cooper | Public Works Executive Assistant
Village of Orland Park
15655 S. Ravinia Avenue | Orland Park, Illinois 60462
Ph. 708.403.6244 | scooper@orlandpark.org



From: Jane Guerreschi <jguerreschi@fleetio.com>
Sent: Wednesday, December 10, 2025 2:42 PM
To: Samantha Cooper <scooper@orlandpark.org>
Cc: Andrew Folkerts <afolkerts@orlandpark.org>; Kyle Thomas <kthomas@fleetio.com>
Subject: Re: NOTICE OF APPROVAL - Fleet Management Software Agreement 2025-2028

[External Mail] Use caution with links and attachments.

Samantha,

I am fairly new to the team. I did submit a request for our legal team to have the Fleetio side sign first. Our side has completed all of the signatures on our end. Is there a specific process that our team needs to follow? Appreciate your patience as we work through the process.

On Wed, Dec 10, 2025 at 12:33 PM Samantha Cooper <scooper@orlandpark.org> wrote:

Hi Jane,

I understand your DocuSign was sent over, but there is a process we have to follow on our end. We previously used our e-sign platform. Is that going to be an issue this time? Fleetio would need to sign first either way.

Samantha Cooper | Public Works Executive Assistant
Village of Orland Park
15655 S. Ravinia Avenue | Orland Park, Illinois 60462
Ph. 708.403.6244 | scooper@orlandpark.org



From: Jane Guerreschi <jguerreschi@fleetio.com>
Sent: Wednesday, December 10, 2025 2:29 PM
To: Samantha Cooper <scooper@orlandpark.org>
Cc: Andrew Folkerts <afolkerts@orlandpark.org>; Kyle Thomas <kthomas@fleetio.com>
Subject: Re: NOTICE OF APPROVAL - Fleet Management Software Agreement 2025-2028

[External Mail] Use caution with links and attachments.

Hi Samantha,

We are excited for the continuation of the partnership! The docuSign was sent over electronically to your team. As far as the name, title & email address of authorized signers, are you referring to the Fleetio side or the Orland park contacts we have listed as signers?

+CC'd my manager for additional alignment

On Wed, Dec 10, 2025 at 11:30 AM Samantha Cooper <scooper@orlandpark.org> wrote:

Dear Ms. Guerreschi,

The attached Notice of Approval is to inform you that on December 1, 2025, the Village of Orland Park has approved entering into a contract with Rarestep, Inc d/b/a Fleetio for Fleet Management Software Agreement 2025-2028.

Please contact Dan LeTourneau at 630-846-8862 with any questions regarding insurance or endorsement requirements, as all Additional Insured Endorsements & GL/WC Subrogation Waivers will need to be provided.

I will also need the name, title, and email address of whomever is authorized to sign the agreement, as we use an e-sign system for contract execution.

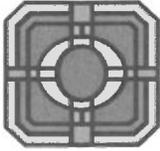
If you have any other questions, please let me know.

Thank you,

Samantha Cooper | Public Works Executive Assistant
Village of Orland Park
15655 S. Ravinia Avenue | Orland Park, Illinois 60462
Ph. 708.403.6244 | scooper@orlandpark.org



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VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2025-0958

File ID: 2025-0958

Type: MOTION

Status: PASSED

Version: 0

Reference:

Controlling Body: Board of Trustees

File Created Date : 11/20/2025

Agenda Entry: Fleet Management Software Agreement

Final Action: 12/01/2025

Title: Fleet Management Software Agreement

Notes:

Sponsors:

Res/Ord Date:

Attachments: Proposal - Fleet Management Software

Res/Ord Number:

Drafter:

Hearing Date:

Department

Effective Date:

Contact:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Public Works Department	11/20/2025	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	12/01/2025	APPROVED				Pass

Text of Legislative File 2025-0958

..Title

Fleet Management Software Agreement

History

Rarestep Inc. d/b/a Fleetio, a GSA contract holder, is cloud-based software with a mobile application and desktop access for an unlimited number of users.

On December 13, 2023, the Village Board authorized execution of a three (3) year (2024-2026) contract with Rarestep for Fleetio fleet management software. The current contract has an expiration of February 12, 2027.

The software has streamlined asset management by digitizing preventative maintenance scheduling, equipment maintenance requests, vehicle and equipment operator pre-use inspections, and integrating with the Village's AVL provider, Samsara.

Public Works was informed by Rarestep that the current contracted legacy Enterprise 500 pricing plan has been discontinued, and will not be available at the end of the current contract, which will result in a 23% price increase. However, the Village has the opportunity to take advantage of the continued pricing model by renewing the agreement early.

Rarestep has provided the Village with a proposal that locks in a 10% early renewal discount for the next three (3) years if the agreement is executed prior to December 15, 2025. In review of the early renewal proposal, staff also determined that pricing is in line with general cost inflation factors due to labor increases.

Current Enterprise 500 Contract Pricing

02/12/2024 - 02/12/2025: \$28,986.00 (included a \$999.00 implementation fee)
02/12/2025 - 02/12/2026: \$27,987.00
02/12/2026 - 02/12/2027: \$27,987.00

Total Amount: \$84,960.00

2027 Renewal Proposal Pricing Summary

02/12/2027 - 02/12/2028: \$34,560.00
02/12/2028 - 02/12/2029: \$34,560.00
02/12/2029 - 02/12/2030: \$34,560.00

Total Amount: \$103,680.00

Early Renewal Proposal Pricing Summary

12/15/2025 - 12/14/2026: \$31,104.00
12/15/2026 - 12/14/2027: \$31,104.00
12/15/2027 - 12/14/2028: \$31,104.00

Total Amount: \$93,312.00

Public Works is requesting to terminate the existing contract and replace it with a new contract, as attached and summarized above. Upon early termination, the Village will receive a credit for the remaining two (2) months of the second year of the current contract.

The new Fleetio software contract would be a three (3) year term for a total not to exceed \$93,312.00.

Financial Impact

Funding in the amount of \$31,104.00 was budgeted in FY2026 for fleet management software subscription in account 1008040-442850. Funds will be requested for subsequent years through the budgeting process.

Recommended Action/Motion

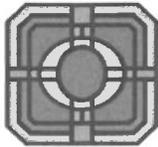
I move to approve terminating contract 20240039 upon execution of a new contract with Rarestep. Inc.;

AND

Approve the waiver of the competitive bid process in favor of participation in a joint purchasing cooperative and authorizing the approval and execution of a vendor contract for Fleetio fleet management software subscription from Rarestep, Inc. via GSA Advantage Contract 47QTCA20D0044 for a cost of \$31,104.00 annually for a three (3) year term for a total not-to-exceed contract price of \$93,312.00;

AND

Authorize the Village Manager to execute all related contracts subject to Village Attorney review.



VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Meeting Minutes

Board of Trustees

Village President James V. Dodge, Jr.

Village Clerk Mary Ryan Norwell

Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani,

Dina Lawrence, John Lawler and Joanna M. L. Leafblad

Monday, December 1, 2025

7:00 PM

Village Hall

Fleet Management Software Agreement

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Total Amount: \$93,312.00

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The new Fleetio software contract would be a three (3) year term for a total not to exceed \$93,312.00.

I move to approve terminating contract 20240039 upon execution of a new contract with Rarestep. Inc.;

AND

Approve the waiver of the competitive bid process in favor of participation in a joint purchasing cooperative and authorizing the approval and execution of a vendor contract for Fleetio fleet management software subscription from Rarestep, Inc. via GSA Advantage Contract 47QTCA20D0044 for a cost of \$31,104.00 annually for a three (3) year term for a total not-to-exceed contract price of \$93,312.00;

AND

Authorize the Village Manager to execute all related contracts subject to Village Attorney review.

This matter was APPROVED on the Consent Agenda.

Respectfully Submitted,

Mary Ryan Norwell, Village Clerk

Recording Secretary

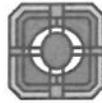
MAYOR

James Dodge

VILLAGE CLERK

Mary Ryan Norwell

14700 S. Ravinia Avenue
Orland Park, IL 60462
(708)403-6100
orlandpark.org



**ORLAND
PARK**

FINANCE

TRUSTEES

William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani
Dina M. Lawrence
John Lawler
Joanna M. Liotine Leafblad

December 10, 2025

Jane Guerreschi
Rarestep, Inc d/b/a Fleetio
jguerreschi@fleetio.com

NOTICE OF APPROVAL – Fleet Management Software Agreement 2025-2028

Dear Ms. Guerreschi,

This notification is to inform you that on December 1, 2025, the Village of Orland Park has approved entering into a contract with Rarestep, Inc d/b/a Fleetio in accordance with the proposal you submitted with reference 0065G00000yuAH3QAM, for Fleet Management Software Agreement 2025-2028 for an amount not to exceed \$31,104.00 annually for three (3) years, for a total not-to-exceed contract price of ninety-three thousand three hundred twelve and 00/100 (\$93,312.00) Dollars.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Approval, which is by December 26, 2025.

- Complete and return enclosed Certificate of Compliance, Insurance Requirements Form, and Business Relationship Disclosure Form.
- Submit electronically a **Certificate of Insurance** which must be accompanied by **all required policy endorsements** from your insurance company in accordance with all of the Insurance Requirements for a) primary & non-contributory additional insured status, b) the General Liability subrogation waiver and c) the Workers' Compensation subrogation waiver, per the Insurance Requirements. You may contact the Village's Contractual Risk Manager, Dan Letourneau at 630-846-8862 or ltcrs2019@gmail.com.

You will receive the contract via email from BidNet Direct ASC eSign after the Insurance Certificate and Endorsements have been approved by the Village. All documents listed above are to be submitted to Samantha Cooper, Executive Assistant, at scooper@orlandpark.org, and are required prior to the commencement of work. You will receive notification from BidNet Direct of the fully executed contract and will be issued a Notice to Proceed letter. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6106 or e-mail me at afolkerts@orlandpark.org.

Sincerely,

Andrew Folkerts
Fleet Manager

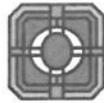
MAYOR

James Dodge

VILLAGE CLERK

Mary Ryan Norwell

14700 S. Ravinia Avenue
Orland Park, IL 60462
(708)403-6100
orlandpark.org



**ORLAND
PARK**

FINANCE

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Dina M. Lawrence

John Lawler

Joanna M. Liotine Leafblad

December 23, 2025

Jane Guerreschi
Rarestep, Inc d/b/a Fleetio
jguerreschi@fleetio.com

NOTICE TO PROCEED – Fleet Management Software Agreement 2025-2028

Dear Ms. Guerreschi,

This notification is to inform you that the Village of Orland Park has received the electronic contract, certifications, and insurance documents in order for work to commence on the above stated project.

Please contact me at 708-403-6106 to arrange the commencement of the work.

The Village has processed Contract Number #20250518 for this contract/service. It is imperative that this number be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Contract Number.

Sincerely,

Andrew Folkerts
Fleet Manager

