



Invitation to Bid

Solicitation for Neighborhoodly Care Network Transportation Program in accordance with the Older Americans Act of 1965, as amended

**To be awarded by Neighborhoodly Care Network
David Lomaka
Executive Director**

12/22/2020

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PUBLIC NOTICE

Notice is hereby given that Neighborly Care Network will post an Invitation to Bid on December 23, 2020, via our website www.neighborly.org seeking businesses to provide preventative, scheduled and necessary maintenance and repairs on a variety of makes and models of vans and buses. Vehicles may be equipped with wheel chair lifts and air conditioning/refrigeration units. Vehicles are located in located Pinellas County. Contract period desired is February 7, 2021 - February 6, 2022. It is anticipated that this contract will begin on February 7, 2021.

Proposals are due to the Neighborly Care Network administrative office no later than 3:30 PM, January 22, 2021.

Questions may be submitted at any time prior to 3:30 PM, January 22, 2021 via email to tlindell@neighborly.org. Subject: Invitation to Bid.

Neighborly Care Network expects proposals will show a combination of qualification and experience, and reasonable costs.

Vehicles are owned by FDOT and repair procedures must comply with appropriate regulations.

INTRODUCTION

Neighborly Care Network, Inc. (hereinafter, “Neighborly” or “Purchaser”), has issued this Invitation to Bid) with the intent of obtaining bids from interested and qualified service providers in accordance with the terms, conditions and specifications stated or attached.

BACKGROUND

Neighborly is a non-profit corporation providing transportation services to persons 60 years and older in the service area known as Pinellas County. Our mission is to improve the health, wellness, and independent living for individuals and families. The program is funded through Title III C-1 and III C-2 of the Older Americans Act of 1965, Pinellas Suncoast Transit Authority (PSTA), and Florida Department of Transportation (FDOT).

VEHICLE INVENTORY

As an FTA Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities grant recipient, Neighborly Care Network agrees to comply with the following rules and guidelines set forth by the Department of Transportation regarding vehicle maintenance and transit operations.

The following is a summary of the vehicle fleet inventory maintained by Neighborly Care Network:

Unit ID		Year	Make/Model	W/C Lift
1	1HA6GVBG1HN009393	2018	Chevy/Glaval/TitanII	Lift
2	1HA6GVBG2HN009404	2018	Chevy/Glaval/TitanII	Lift
3	1HA6GVBG5HN009476	2008	Chevy/Glaval/TitanII/Shuttle	Lift
5	1HA6GVBG2HN008995	2009	Chevy/Goshen Impulse	Lift
6	1FDAF5GY8KDA00153	2019	Ford F550/Goshen	Lift
7	1FDAF5GY8KDA00152	2019	Ford F550/Goshen	Lift
8	1FDAF5GY0KDA13012	2019	Ford F550/Goshen	Lift
35	1GBE4V1G69F404714	2009	Chevy/27' Glaval	Lift
36	1GBE4V1GX9F411018	2010	Chevy/27' Glaval	Lift
39	1FDWE3FL5CDB22019	2013	Ford/Turtle Top	Lift
40	1FD FE4FS3CDA96050	2012	Ford/Goshen	Lift
41	1FD FE4FS5CDA96051	2012	Ford/Goshen	Lift
42	1FD FE4FS5DDA42010	2013	Ford/Goshen	Lift
43	1FD FE4FSXCDA94392	2012	Ford/Goshen	Lift
44	1FD FE4FS7CDA94401	2012	Ford/Goshen	Lift
45	AFBZX2CM8GKA09237	2015	Ford Transit	Lift
46	1FBZX2CM9GKA09246	2015	Ford Transit	Lift
47	1FD FE4FS8GDC17161	2016	Ford Cutaway	Lift
48	1FD FE4FSXGDC17162	2016	Ford Cutaway	Lift
49	1FD GF5GY7GEB88546	2016	Ford F550	Lift
50	1FD GF5GY9GEB88547	2016	Ford F550	Lift
51	1GBE4V1G77F425956	2009	Chevy Bus	No
93	1FD FE4FS9CDA94402	2012	Ford/Goshen	Lift
94	1FD FE4FS6CDA94406	2012	Ford/Goshen	Lift
95	1FD FE4FS8CDA94407	2012	Ford/Goshen	Lift
96	1FD FE4FS8CDA94410	2012	Ford/Goshen	Lift
21	1FMRE11W43HB88699	2003	Ford Van	No
60	1GTW7AFF3H1128522	2017	Chevrolet 2500 Reefer	No
65	1FTNE1EW4ADA23687	2010	Ford E-150 Reefer	No
66	1FTNE14W27DA06106	2007	Ford Van Reefer	No
68	1GB0GRFG6K1368043	2019	Chevy G3500 Reefer	No

180	1FTMF1C89GKD86018	2016	Ford F150	No
183	1FTLR1EE5BPB03972	2011	Ford Ranger	No

Vehicles are available for inspection by appointment at 13945 Evergreen Ave, Clearwater, FL 33762.

TERM OF CONTRACT

The contract term is intended to be for three years.

AWARD CRITERIA

It is the intent of Neighborly to award the bid to the best overall quality facility based on level of support, price and experience. Neighborly reserves the right to select one, or more than one supplier.

TIME FRAME

The contract will be awarded for a 36 month period beginning February 7, 2021, and ending February 6, 2024,

SELECTION PROCESS AND EVENT TIMELINE

EVENT	DATE	TIME
Issue Invitation to Bid	December 23, 2020	9:00 AM
Bid Due Date and Time	January 22, 2021	3:30 PM
Public Opening Date and Time	January 29, 2021	4:00 PM
Approval and Award	February 8, 2021	9:00 AM

SUBMISSION OF BIDS

Sealed Bids are to be submitted on or before January 22, 2021 at 3:30 PM to:

Tim Lindell, Transportation Director
 Neighborly Care Network
 13945 Evergreen Ave, 4th Floor
 Clearwater, FL 33762

Bids are required to be submitted by US Mail, Courier Service or Personal Delivery. Bids submitted via facsimile or E-Mail will be rejected. Should the bid be delivered in person, it will be delivered to the reception desk at the address noted above.

1. The words "BID ENCLOSED"
2. "Bid-001-20 NTP"
3. Your Company's Name.

Attached below are examples of an agreement and schedule A:

SAMPLE

VEHICLE MAINTENANCE AGREEMENT

This Vehicle Maintenance Agreement is executed this 7th day of February 2021, by and between _____ and Neighborly Care Network Inc. under the laws of the State of FL with an address at 13945 Evergreen Ave, Clearwater, FL - 33762 ("Customer"), and relates to the vehicle(s) described on the Schedule(s) A (the "Vehicle" or "Vehicles") annexed to this Vehicle Maintenance Agreement now or hereafter. The term "VMA" means this Vehicle Maintenance Agreement and all Schedules attached hereto now or hereafter. It is expressly understood that this is a contract of maintenance ONLY, and that _____ has not and does not by these presents acquire any title to vehicles described in any Schedule A.

1. GENERAL; TERM AND EXPIRATION.

a. Term. This VMA shall become effective with respect to each Vehicle on the in-service date listed on the in-service documentation provided by _____ (the "Date in Service") and shall end on the last day of the calendar month that is the number of months identified in the "Term in Months" column on Schedule A from the Date in Service.

b. Initial Vehicle Condition. With respect to each Vehicle under this VMA, _____ shall, within a reasonable period of time after each Vehicle's Date in Service, at Customer's expense (i) approve the specifications for such Vehicle, and (ii) perform any and all work necessary to make sure such Vehicle is in compliance with all applicable federal, state and local laws and regulations and _____'s established safety related standards.

2. _____'S OBLIGATIONS.

With respect to each Vehicle, _____ may provide two types of services Included Services or Additional Services. The Vehicle's Schedule A will delineated what service is "Included" and what is "Additional" for each Vehicle.

a. Included Services. Included Services shall be those services listed on that Vehicle's Schedule A as being included in the Vehicle's fixed, mileage or hourly charges. Included Services may include services such as: (a) Preventive Maintenance Inspections (defined below); (b) Mechanical Repairs (defined below); (c) tires needed as a result of normal wear and tear and not as a result of any impact, curbing or puncture damage or other

accident, incident or Misuse; or (d) any other services designated as Included on the Vehicle's Schedule A.

b. Additional Services. Additional Services shall be all other services, whether or not listed in a Vehicle's Schedule A, that are not Included Services. Additional Services will be billed to Customer on a per service basis in accordance with the rates and charges set forth on the applicable Schedule A (which are subject to adjustment pursuant to Article 15), provided, however, that body work or repairs performed at a _____ collision center or _____ body shop will be billed at charges that vary over time. Parts will be billed at prices then in effect. Any repairs performed by third parties hired by _____ will be billed at the third party's invoice price, plus a reasonable markup.

c. Trigger Events. Certain Included Services may cease to be included in the fixed, mileage or hourly charge a11d will be considered Additional Services upon the occurrence of a "Trigger Event. Trigger Events shall include: (i) a Vehicle reaching the end of its original term; (ii) when a Vehicle has exceeded its estimated annual mileage or hours multiplied by the years of the original term; and (iii) any other event identified as a Trigger Event on that Vehicle's Schedule A (each, a "Trigger Event"). The change from Included lo Additional Services shall be effective upon the date _____ becomes aware of the respective Trigger Event and the charges related to this change will appear in the Customer's billing for the succeeding month(s) following the Trigger Event.

3. CUSTOMER OBLIGATIONS.

Customer shall not cause or permit any person other than _____ or persons authorized by _____ to provide any Included Services for a Vehicle and shall abide by _____'s directions concerning emergency repairs. Customer will cause its drivers to promptly report any trouble concerning a Vehicle and check oil and coolant levels in each Vehicle on a daily basis. Customer will return each Vehicle to _____, free of any cargo, at the service location set forth on its Schedule A, or as otherwise directed by _____, for performance of Preventive Maintenance Inspections (as defined below, at such intervals as _____ shall direct, based upon _____'s standards and any applicable Included or Additional Services at mutually agreed upon scheduled times. For purposes of this VMA and any Schedules attached hereto, "Preventive Maintenance Inspection" means (a) inspecting a Vehicle pursuant to _____'s standard checklist for that type of vehicle, (b) performing an oil coolant analysis. (c) conducting Federal and state inspections, (d) tightening bolts, and (e) checking and (if necessary) replacing lubrication fluids and oil and fuel filters. Any damages, defects or deficiencies noted in the course of a Preventive Maintenance Inspection ("Mechanical Repairs") will be repaired by _____ at such lime. If _____ rents a substitute vehicle as part of the Included or Additional Services, Customer shall execute _____'s rental agreement, which shall govern the terms and conditions of such rental.

4. SPECIFICATIONS; MANUFACTURER'S WARRANTIES.

Customer shall make reasonable efforts to furnish to _____ complete specifications and prior maintenance and warranty records of each Vehicle prior to its placement into service under this VMA. Customer authorizes the manufacturer of each Vehicle to provide _____ with all major component information of such Vehicle (including, without limitation, vehicle sales order data, but excluding any proprietary Customer specific pricing information). Customer acknowledges and agrees that _____ will provide a copy of this authorization to the vehicle manufacturer, which manufacturer shall be entitled to fully rely on this authorization. Customer shall furnish or assign to _____ all manufacturers' warranties applicable to the Included Services to be provided and shall assist _____ in obtaining the benefits of such warranties. Customer hereby appoints _____ to be Customer's attorney-in-fact for the purpose of making and pursuing warranty claims. In the event a manufacturer requires Customer to submit warranty claims directly, _____ will provide the data to enable Customer to prepare and submit its own warranty claim form, All amounts paid by manufacturers to _____ or Customer for warranty claims made pursuant to Included Services will be the property of _____, and Customer will promptly advise _____ of its submission of the warranty claim and immediately remit the proceeds of any claim to _____. All amounts paid by manufacturers to _____ for warranty claims made pursuant to Additional Services will be credited against the Customer's invoice for the month immediately following the month _____ receives such proceeds.

5. TAXES.

Customer shall pay all taxes and assessment that are now in force or may hereafter be levied on the Vehicles or 1n respect of this VMA or the charges hereunder or the services provided by _____ hereunder.

6. CHARGES.

a. Charges. As used in this VMA. "Charges" means the fixed charges. Mileage charges, labor charges, hourly charges. Refrigeration charges, fuel charges, charges for Additional Services, and any and all other amounts and charges listed on Schedule A and/or described elsewhere in this VMA.

b. Invoices; Payment. Customer shall pay _____ all charges within seven (7) days of the date of _____'s invoice, without deduction or offset. _____ shall (except for fuel charges, which shall be invoiced weekly and other amounts and charges for which a different invoicing frequency is specified in this VMA) invoice Customer for Charges on a monthly basis. Fixed charges shall be billed in advance and refrigeration, mileage, labor and hourly charges and charges for Additional Services shall be billed in arrears. If an event of default occurs, _____ may invoice Customer on a weekly basis.

Customer shall pay charges to the location designated by _____, and all payments shall be made in the form of check, electronic funds transfer or ACH payment; cash or credit cards shall not be accepted for payment. Unless Customer protests the correctness of any invoice within thirty (30) days of its receipt, such invoice shall be presumed to be correct. Unless the parties agree otherwise or unless Customer does not obtain fuel from _____, _____ will determine the mileage and (if applicable) the refrigeration hours for each Vehicle. If Customer does not obtain fuel from _____, Customer shall provide mileage readings and (if applicable) refrigeration hour readings for each Vehicle on at least a monthly basis.

c. Deposit. Upon the occurrence of an Event of Default and notwithstanding any amendment to this VMA or past practice to the contrary, Customer shall thereafter pay _____ per the terms set forth in this Article 7 and Customer shall, if requested, provide _____ with a deposit against future invoices in an amount equal to not less than the total amount invoiced by _____ in the three (3) months prior to the occurrence of the Event of Default _____ may commingle such deposit with other funds and shall not be obligated to provide interest thereon.

7. VEHICLE USE AND DRIVERS.

Vehicles shall be operated by safe, qualified, properly licensed drivers, who, for purposes of this VMA only, shall conclusively be presumed to be Customer's agents, servants or employees, and subject to Customer's exclusive direction and control. Vehicles shall not be operated: (a) by a driver in possession of or under the influence of alcohol or any controlled drug, substance or narcotic, (b) in a reckless abusive or negligent manner, (c) off an improved road, (d) on an underinflated tire, (e) with insufficient or inadequate coolant, oil, or fluids (f) while improperly loaded or loaded beyond maximum weight shown on the Schedule A. or (g) in violation of any applicable laws, ordinances, or rules (collectively "Misuse"). Customer shall be responsible for all expenses for removing or towing any mired or snowbound Vehicle or a Vehicle that has been in an accident, even if towing is otherwise an Included Service.

8. PHYSICAL DAMAGE AND LIABILITY COVERAGE.

a. Responsibility for Damage. Customer assumes the risk of loss or damage (physical or otherwise) to, all Vehicles from any and every cause whatsoever, including, but not limited to, casualty, collision, upset, deterioration, structural failure, fire, theft, malicious mischief, vandalism, graffiti, glass breakage, and mysterious disappearance or as the result of any Misuse. _____ shall have no obligation to repair such damages. Repairs of damage shall be considered Additional Services under this VMA.

b. Liability Coverage. Customer shall at its sole cost procure and maintain liability coverage for each Vehicle, with an insurance carrier having an AM rating of B+ or above, protecting Customer and _____ and its partners and their respective agents, servants and employees, in accordance with the standard provisions of a basic automobile

liability insurance policy as required in each jurisdiction in which the Vehicle is operated, against liability for bodily injury, including death, and property damage arising out of the ownership, maintenance, use and operation of each Vehicle with limits of at least a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence. Such coverage shall be primary and not excess or contributory and shall be in conformity with the motor vehicle minimum financial responsibility laws as respects "Uninsured Motorist". "No Fault", or other optional coverages. Non-trucking, bobtail or un-laden coverage will not, individually and by themselves, satisfy these requirements. Such coverage shall (i) list Customer has a named insured; and (ii) be endorsed to include _____ as an additional insured and shall be in a form acceptable to _____. Customer shall, prior to _____ accepting a vehicle for placement into service under this VMA, deliver to _____ a certificate of insurance showing the coverage required pursuant to this paragraph. The insurer shall agree, by endorsement upon the policy issued by it or by an independent document provided to _____, that it shall endeavor to give _____ thirty (30) days' prior written notice of the effective date of any cancellation or material alteration of such policy. and that such notice shall be sent by registered or certified mail postage prepaid, return receipt requested, to _____

c. Notification of Accidents. Customer shall notify _____ as well as Customer's insurance carrier of any loss of, damage to, or accident involving any Vehicle: such notice shall be effected immediately by telephone, and in writing as soon as practical thereafter, Customer shall cooperate fully in the investigation, prosecution, and/or defense of any claim or suit arising out of any such occurrence and shall do nothing to impair or invalidate any applicable liability, physical damage, or cargo coverage.

9. INDEMNIFICATION.

FOR LIABILITY IN EXCESS OF THE LIMITS OF THE INSURANCE REQUIRED IN ARTICLE 9 ABOVE, OR IN THE EVENT THERE IS NO INSURANCE COVERAGE OR CUSTOMER'S INSURANCE CARRIER FAILS TO PROVIDE A DEFENSE, CUSTOMER SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS _____ AND ITS PARTNERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, SERVANTS, REPRESENTATIVES AND EMPLOYEES FROM ANY AND ALL CLAIMS, SUITS, COSTS, LOSSES, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) AND LIABILITIES (EVEN IF _____ IS CLAIMED TO HAVE BEEN OR IS PROVEN TO BE NEGLIGENT) ARISING OUT OF OR RELATED TO: (A) CUSTOMER'S FAILURE TO COMPLY WITH ITS OBLIGATIONS TO GOVERNMENTAL BODIES HAVING JURISDICTION OVER CUSTOMER AND THE VEHICLES, (B) CUSTOMER'S FAILURE TO COMPLY WITH THE TERMS OF THIS VMA, (C) THE OWNERSHIP, USE, SELECTION, POSSESSION, MAINTENANCE, AND/OR OPERATION OF ANY VEHICLE, (D) THE COLLECTION OR DISSEMINATION OF THE "INFORMATION" (E) ANY LIABILITY IMPOSED UPON OR ASSUMED BY CUSTOMER UNDER ANY WORKER'S COMPENSATION ACT, PLAN OR CONTRACT AND ANY AND ALL INJURIES (INCLUDING DEATH) OR PROPERTY DAMAGE SUSTAINED BY CUSTOMER OR ANY DRIVER, AGENT, SERVANT OR EMPLOYEE OF CUSTOMER, OR (F) LOSS OR DAMAGE INCURRED BY

_____ FROM CUSTOMER'S USE OF A VEHICLE OR TRAILER NOT OWNED OR INSURED BY _____, REGARDLESS OF _____'S OBLIGATIONS IMPOSED BY THE INSURANCE PROVISIONS OF ANY FEDERAL OR STATE AGENCY. CUSTOMER'S OBLIGATIONS UNDER THIS ARTICLE 10 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS VMA.

10. BASE OF OPERATION.

If Customer moves the base of operation of a Vehicle from that shown on such Vehicle's Schedule A or changes the nature of such Vehicle's operation, _____ shall have the right to adjust the Charges for such Vehicle to compensate for such changes or to terminate this VMA with respect to such Vehicle immediately upon written notice to Customer.

11. FORCE MAJEURE.

Neither party shall incur liability to the other party for a failure to perform any obligations under this VMA (excluding payment, indemnification and insurance obligations) that is caused by events beyond such party's reasonable control, such as (but not limited to) war, terrorist attack, fire, governmental regulations, acts of God, labor disputes, manufacturer, supplier or transportation shortages or delays, fuel allocation programs, or manufacturer's defects.

12. DEFAULT AND REMEDIES.

a. Event of Default. An "Event of Default" shall occur if (i) Customer fails to pay any Charges when due or to maintain any insurance coverage required under this VMA; or (ii) Customer fails to perform or violates any other terms of this VMA and such failure continues for five (5) days after written notice thereof is sent to Customer; (iii) Customer or any guarantor of Customer's obligations files or suffers the filing against it of a petition under the Bankruptcy Code or under any other insolvency law or law providing for the relief of debtors, or ceases to do business or otherwise dissolves or liquidates; or (iv) any material representation or warranty made by Customer in this VMA or in any document furnished to _____ by Customer or any guarantor of Customers obligations is incorrect in any material respect.

b. Remedies. Upon the occurrence of an Event of Default, _____ shall not be required to perform its obligations under this VMA and may immediately terminate this VMA and/or proceed by appropriate court action to enforce the terms of this VMA and/or to recover damages for the breach of any of its terms.

c. Interest; Attorneys' Fees. Should Customer fail to pay any Charges when due, Customer shall be liable for interest on such delinquent amounts at the rate of one and one-half percent (1.5%) per month or the maximum permissible rate allowed in the Jurisdiction in which Customer's principal place of business is located, whichever is lower, from the date on

which payment was due until paid. If _____ initiates legal action against Customer as the result of an Event of Default, _____ shall be entitled to reimbursement from Customer of all expenses of collection and reasonable attorney's fees (including those incurred on any appeal).

13. TERMINATION PRIVILEGES.

Either party may, upon sixty (60) days' prior written notice to the other, terminate this VMA as to a Vehicle on any annual anniversary of such Vehicle's Date in Service.

14. ADJUSTED COST.

For each rise of at least one percent (1%) in the Consumer Price Index for All Urban Consumers for the United States published by the United States Department of Labor, Bureau of Labor Statistics ("CPI"), or any successor index designated by _____, above the CPI figure applicable for each Vehicle as of the "Effective Date" indicated on its Schedule A, the Charges for such Vehicle shall be adjusted upward based upon such percentage increase in the CPI. All increases under this Article shall be cumulative and shall be calculated only on the charges initially shown on the Vehicle's Schedule A. Adjustments shall be implemented semi-annually on January 1 and July 1. Upon adjustment, the fixed charge and hourly labor charge shall be rounded off to the nearest whole cent and all adjustments in the basic mileage and refrigeration charges shall be rounded off to the nearest tenth of a mil.

15. NON-LIABILITY FOR CONTENTS.

_____ shall not be liable for loss of, or damage to, any cargo or other property left, stored, loaded or transported in, upon, or by any Vehicle at any time or place.

16. ASSIGNMENT AND SUBLETTING.

a. By Customer. WITHOUT THE PRIOR WRITTEN CONSENT OF _____, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD, CUSTOMER SHALL NOT VOLUNTARILY OR INVOLUNTARILY ASSIGN OR PLEDGE THIS VMA, OR UNDERGO A CHANGE OF CONTROL THAT WOULD OTHERWISE ASSIGN THIS VMA BY OPERATION OF LAW.

b. By _____. This VMA and any sums due or to become due hereunder may be assigned or otherwise transferred, either in whole or in part, by _____, without affecting any obligations of Customer and, in such event, Customer's rights shall be subject to any lien, security interest or assignment given by _____ in connection therewith, and the transferee or assignee shall have all of the rights, powers, privileges and remedies of _____.

17. DISCLAIMER.

_____ MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO (A) THE ACCURACY OR COMPLETENESS OF THE "INFORMATION" OR (8) THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ABSENCE OF ANY MANUFACTURING DEFECTS OF ANY VEHICLE OR PART COVERED BY THIS VMA OR ANY SERVICES PROVIDED BY _____ HEREUNDER. _____ AND ITS PARTNERS SHALL NOT BE LIABLE FOR LOSS OF CUSTOMER'S PROFITS OR BUSINESS, LOSS OR DAMAGE TO CARGO, LOSS OR DAMAGE RESULTING TO CUSTOMER BY REASON OF DELAY IN DELIVERY OR FAILURE TO DELIVER PRODUCTS OWNED OR TRANSPORTED BY CUSTOMER, DRIVER'S TIME OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

18. INFORMATION TECHNOLOGY AND DATA COLLECTION.

a. On Board Technology. The Vehicles may be equipped with certain on-board technology ("Technology") that may have the capability to send information regarding the Vehicle's use and operation, including, without limitation, diagnostic information and location information (collectively "Information") to _____ without notice to Customer. _____'s collection of Information is for data and informational purposes only and is designed to assist both _____ and Customer to better manage the Vehicles. Customer shall have the sole responsibility to ensure that all drivers and occupants understand the possibility of the collection and dissemination of such Information.

b. Use and Disclosure of Information. Customer agrees that _____ may use the Information in furtherance of the VLSA, to locate or recover a Vehicle that is lost, stolen, or in need of service, or for any other lawful purpose. _____ may aggregate the data with information from other vehicles to better service the Customer's fleet. In doing so, _____ may disclose the Information to third parties to assist in managing Customer's fleet but shall remove any information identifying Customer. _____ agrees to use the same degree of care in handling the Information that it uses to protect its own information.

c. Charges for Information. At any time, _____ may impose a reasonable fee as a condition to sharing, or continuing to share, the Information with Customer. _____ may not charge Customer a fee for sharing the Information unless agreed to in advance by Customer. Once a fee is mutually agreed upon, _____ reserves the right to reasonably adjust this fee on an annual basis upon notice to Customer. Customer may discontinue receiving the Information upon thirty (30) days' written notice to _____ and will then no longer be obligated to pay the fee for such Information.

d. Reliance on Information. _____ does not have any obligation to act on the Information derived from the Technology other than what is set forth in the VLSA.

Customer's reliance on the Information is at Customer's sole risk. In no event shall _____ be liable for (i) failing to detect trends or signs of trouble based on having the Information or (ii) any claim attributable to errors, omissions, and inaccuracies or otherwise in connection the Information.

SAMPLE

VEHICLE MAINTENANCE AGREEMENT - SCHEDULE A

Customer : Neighborly Care Network Inc.

Sch.A	Qty	Year	Make/Model/Type	Eat. Annual Miles/Vehicle	Mfr's Recm'd Max GVW/GCW	Licensed Weight	Service Location	Terms in Months	Fixed Charge*	Mileage Charge*	Running	Standby
20-05	3	2009	Chevrolet Express 4500 Cut-A-Way - SAGC	15,000	16,000	16,000	CLEARWATER, FL	36	\$	\$ /mi	\$0	\$0
20-06	1	2007	Ford E150 Regular Panel Van -SAGC	15,000	9,000	9,000	CLEARWATER, FL	36	\$	\$ /mi	\$0	\$0
20-07	1	2010	Ford E150 Regular Panel Van -SAGC	15,000	9,000	9,000	CLEARWATER, FL	36	\$	\$/ml	\$0	\$0
20-08	1	2017	Chevrolet Express 2500 Cargo Van -SAGC	15,000	9,000	9,000	CLEARWATER, FL	36	\$	\$/mi	\$0	\$0

Service Name	20-05	20-06	20-07	20-08
PM Inspections	Included up to 4/Yr	Included up to 4/Yr	Included up to 4/Yr	Included up to 4/Yr
Mechanical Repairs	Additional	Additional	Additional	Additional
Replacement of Tires	Additional	Additional	Additional	Additional
Washing	Included up to 26/Yr	Included up to 26/Yr	Included up to 26/Yr	Included up to 26/Yr
Fuel	Yes	Yes	Yes	Yes
Road Service and Towing	Additional	Additional	Additional	Additional
Substitute Vehicles	Additional	Additional	Additional	Additional
Fuel & Mileage Tax Reporting	Customer Responsible	Customer Responsible	Customer Responsible	Customer Responsible
Physical Damage Repairs	Additional	Additional	Additional	Additional
Licensing	Customer Responsible	Customer Responsible	Customer Responsible	Customer Responsible
Hourly Labor Rate for Additional Services	\$	\$	\$	\$
Parts Discount				

Sch.A	Basale State of Reg. or IRP	States/Provinces of Travel
20-05	FL	FL,
20-06	FL	FL,
20-07	FL	FL,
20-08	FL	FL

To the extent any vehicle on this schedule requires Diesel Exhaust Fluid (DEF), _____ may provide Customer with DEF at _____'s rates then in effect, including any applicable taxes and fees, and the charges for DEF will appear on Customer's fuel invoice or otherwise be billed weekly.

Effective _____, this Schedule "A" is hereby made a part of the Vehicle Maintenance Agreement dated: _____

CUSTOMER: Neighborly Care Network inc.

Signature: _____

Signature: _____

Title: _____

Date: _____

Title: _____

Date: _____

