

**Solicitation Number: 020221****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Verizon Connect NWF Inc., 9868 Scranton Road, San Diego, CA 92121 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Management Technologies with Related Software Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts located in the United States (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 26, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Vendor will only offer products and services to Participating Entities located in the United States.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Vendor will require Participating Entity's acceptance of Vendor's then-current Additional Terms and Conditions. To the extent that the Additional Terms and Conditions conflicts with the Contract, as between the Vendor and Participating Entity the Additional Terms and Conditions will govern. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Item Purchased Description;
- Item Purchased Price; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.



Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees.

## 12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") subject to compliance with Vendor policies and guidelines as determined by Vendor in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
  - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.



b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising or marketing with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance as follows:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: In compliance with the statutory requirements of the state(s) of operation.

Employer's Liability Insurance:

Limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form or equivalent. Coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations, contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Limits:

- \$3,000,000 each occurrence Bodily Injury and Property Damage
- \$3,000,000 Personal and Advertising Injury
- \$4,000,000 aggregate for Products-Completed operations
- \$4,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form or equivalent.

Limits:

- \$3,000,000 each accident, combined single limit

4. *Telecommunications, Media & Technology Errors and Omissions, including Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain Telecommunications, Media & Technology Errors & Omissions insurance

including network security and privacy liability. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Limits:

\$4,000,000 each claim and aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Within 15 days of expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by an authorized representative of the insurer(s) issuing such insurance.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured as their interest may appear under this Agreement under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by Vendor, and products and completed operations of Vendor. The policy provision(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives its right of subrogation under workers' compensation and must require (by endorsement or otherwise) its workers' compensation insurer to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the workers' compensation insurance policy. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government; or, any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.



B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental,



developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition. Because Vendor is not the manufacturer of the hardware it provides, it may not be able to certify compliance with the Buy American Act. Vendor will work in good faith to address Participating Entity concerns.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

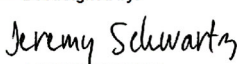
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Because Vendor is not the manufacturer of the hardware it provides, it may not be able to certify compliance with the Solid Waste Disposal Act.

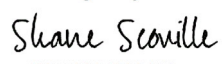
## **22. CANCELLATION**

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

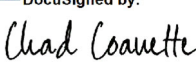
Sourcewell

Verizon Connect NWF Inc.

DocuSigned by:  
  
 By: C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 3/24/2021 | 2:12 PM CDT  
 Date: \_\_\_\_\_

DocuSigned by:  
  
 By: 8852D3ACAB3C4C1...  
 Shane Scoville  
 Title: Vice President Global Sales  
 3/25/2021 | 11:15 AM EDT  
 Date: \_\_\_\_\_

Approved:

DocuSigned by:  
  
 By: 7E42B8F817A64CC...  
 Chad Coauette  
 Title: Executive Director/CEO  
 3/25/2021 | 10:16 AM CDT  
 Date: \_\_\_\_\_

# RFP 020221 - Fleet Management Technologies with Related Software Solutions

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## Vendor Details

Company Name: Verizon Connect NWF Inc.  
Does your company conduct business under any other name? If yes, please state: CA  
Address: 9868 SCRANTON RD.  
SAN DIEGO, California 92121  
Contact: Marchand Clark-Hawkins  
Email: marchand.clark-hawkins@verizonconnect.com  
Phone: 858-401-3103  
HST#: 33-0872319

## Submission Details

Created On: Monday January 11, 2021 11:17:27  
Submitted On: Tuesday February 02, 2021 14:57:58  
Submitted By: Marchand Clark-Hawkins  
Email: marchand.clark-hawkins@verizonconnect.com  
Transaction #: eec18894-6748-4ffe-a12c-751fec8b3bcc  
Submitter's IP Address: 163.116.132.118

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	1. Verizon Connect NWF Inc. 2. Verizon Connect Telo Inc. 3. Verizon Connect Fleet USA LLC
2	Proposer Address:	1. 9868 Scranton Road, San Diego, CA 92121 2. 15505 Sand Canyon, Irvine, CA 92618 3. 5055 North Point Parkway, Alpharetta, GA 30022
3	Proposer website address:	www.verizonconnect.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Shane Scoville Vice President Global Sales shane.scoville@verizonconnect.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Marchand Clark-Hawkins Consultant - Contract Management 9868 Scranton Road, San Diego, CA 92121 marchand.clark-hawkins@verizonconnect.com (858) 401-3103
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chris Ellmore Managing Partner, North East Government Sales chris.ellmore@verizonconnect.com (617) 352-6607

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>In 2016, Verizon brought together three powerful brands to service the needs of business fleets – Telogis, Fleetmatics, and Networkfleet. These three brands became Verizon Connect in 2018. Our legacy companies were founded in 2001 (Telogis), 2004 (Fleetmatics), and 1999 (Verizon Networkfleet). Verizon Connect is a subsidiary of Verizon Communications Inc., an industry leader in wireless services.</p> <p>Our full suite of industry-defining solutions and services put innovation, automation and connected data to work for customers and help them be safer, more efficient and more productive. With more than 3,500 dedicated employees in 15 countries, we deliver leading mobile technology platforms and solutions.</p> <p>Our mission To be a business partner to provide an end-to-end solution that helps businesses attain data-driven operational control.</p> <p>Our purpose Guiding a connected world on the go by automating, optimizing and revolutionizing the way people, vehicles and things move through the world.</p> <p>Our promise Together, we're redefining how life moves by helping people see clearly, act intelligently and go with confidence.</p> <p>See clearly. We help people see, understand and anticipate what's happening in their world with real-time data tracking, analysis and reporting.</p> <p>Act intelligently. We help people make clear and informed decisions, backed by facts and evidence, so they can take appropriate action.</p> <p>Go with confidence. We take the guesswork out of what's happening and what lies ahead to support our customers and keep them moving forward.</p>	*
8	What are your company's expectations in the event of an award?	Expectations regarding award of this event include working in co-operation with Sourcewell to provide Verizon Connect customers competitive, government-based pricing under the terms and conditions provided by Sourcewell. This will allow Verizon Connect to be better positioned to support the needs of government, educational and non-profit customers.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Verizon Connect is a subsidiary of Verizon Communications, one of the world's largest providers of wireless communications services. Verizon's 2019 Annual Operating Revenue was \$131.9 Billion. Information regarding our financial solvency can be found within our Annual Reports and SEC filings via the provided URL: <a href="https://www.verizon.com/about/investors/financial-reporting">https://www.verizon.com/about/investors/financial-reporting</a> .	*
10	What is your US market share for the solutions that you are proposing?	Verizon Connect's Market Share for North America is 14.15%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Verizon Connect's Market Share for North America is 14.15%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Verizon has not petitioned for bankruptcy protection.	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	Verizon Connect is a service provider of web-enabled, cloud-based telematics solutions. With presence in 15 countries, Verizon Connect employs 3500 professionals. Our company is structured as a direct to customer organization. We do have a network of subcontracting partners who assist us with the professional installation of telematics units.	*



14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	There are no required licenses or certifications.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no suspensions or debarment to note.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Verizon Connect's industry Awards and Recognition can be viewed on our company's website:  <a href="https://www.verizonconnect.com/clients-and-results/">https://www.verizonconnect.com/clients-and-results/</a>	*
17	What percentage of your sales are to the governmental sector in the past three years	Verizon Connect manages relationships with over 80,000 customers globally. Of those approximately 80,000 customers, 4,500 are classified as customers in the Government sector (6%).	*
18	What percentage of your sales are to the education sector in the past three years	Verizon Connect manages relationships with over 80,000 customer globally. Of those approximately 80,000 customers, 931 are classified as customers within the education sector. (1%).	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Verizon Connect currently provides pricing, terms and conditions under Sourcewell contract number 022217-NWF <a href="https://www.sourcewell-mn.gov/cooperative-purchasing/022217-nwf">https://www.sourcewell-mn.gov/cooperative-purchasing/022217-nwf</a> . The total annual sales for all cooperative purchasing contracts, for the last three years, is \$2,578,559.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Verizon Connect NWF holds GSA contract number GS-07F-5559R and three piggy-back agreements off of the aforementioned GSA contract with the states of Delaware, New Mexico and New York. The total annual sales for all cooperative purchasing contracts, for the last three years, is \$2,578,559.	*

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Rhode Island Tunnel and Bridge Authority	Kyle Benoit kbenoit@ritba.org	401-465-1878	*
Township of Lakewood	Patrick Donnelly Email: pdonnelly@lakewoodnj.gov	732-364-2500 extension 5200	*
Texas Department of Transportation	Robert White Email: robert.r.white@txdot.gov	512-467-5905	*

**Table 5: Top Five Government or Education Customers**

**Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
New York State Department of Transportation	Government	New York - NY	Verizon Connect is a provider of Automatic Vehicle Locator (AVL) services.	8000 units	\$3,100,000
Georgia Department of Transportation	Government	Georgia - GA	Verizon Connect is a provider of Automatic Vehicle Locator (AVL) services.	3500 units	\$2,100,000
City and County of San Francisco	Government	California - CA	Verizon Connect is a provider of Automatic Vehicle Locator (AVL) services.	2000 units	\$1,200,000
Orange County Public Works	Government	California - CA	Verizon Connect is a provider of Automatic Vehicle Locator (AVL) services.	1700 units	\$1,100,000
Colorado Department of Transportation	Government	Colorado - CO	Verizon Connect is a provider of Automatic Vehicle Locator (AVL) services.	1850 units	\$1,100,000

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	<p>Verizon Communications employs 133,200 professionals globally. Verizon Connect, a subsidiary to Verizon Communications employs 3500 professionals in 15 countries. Within North America, Verizon Connect employs approximately 110 Sales professionals supporting government and commercial customers.</p> <p>Please see disclaimer provided below:</p> <p>Verizon Connect, Inc. "Verizon" is a federal contractor subject to the rules and regulations including Title VII and Exec Order 11246. Verizon shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identify, or national origin. Moreover, these regulations require that Verizon take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.</p>
24	Dealer network or other distribution methods.	There are no deal networks or distribution partners to note for the outlined telematics services. For our Government customers, sales are managed as direct to customer through Verizon Connect's internal sales channels.

25	Service force.	<p>Verizon Communications employs 133,200 professionals globally. Verizon Connect, a subsidiary to Verizon Communications employs 3500 professionals in 15 countries. Within North America, Verizon Connect employs approximately 70 Customer Service professionals.</p> <p>Please see disclaimer provided below:</p> <p>Verizon Connect, Inc. "Verizon" is a federal contractor subject to the rules and regulations including Title VII and Exec Order 11246. Verizon shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identify, or national origin. Moreover, these regulations require that Verizon take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.</p>
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26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Verizon Connect NWF Inc. (Networkfleet) The Networkfleet platform includes robust online support tools including help resources, a training center, and online installation support. Live and on-demand video training is available within the platform, along with user guides and video tutorials providing a quick and convenient way to learn basic functions of the application.</p> <p>Our Customer Care team is cross-trained to assist you in resolving any technical-related issues that may arise. Customers can contact Customer Care directly from the platform as well as by phone and email. Our professionally trained team is available to assist you Monday through Friday from 5 AM to 7 PM PST and Saturdays from 7 AM to 2 PM PST.</p> <p>All customer calls and emails are assigned a case number. Customer Care representatives will troubleshoot the issue for immediate resolution or escalate the issue to the appropriate department if needed. Our engineers are ready to assist Customer Care with any unresolved issues and questions. Issues are followed through to final resolution with the customer.</p> <p>Verizon Connect Telo Inc. (Fleet for Government) For our Fleet platform, Customers can access support 24/7 directly from the platform, via email, and via telephone. We deliver support in multiple languages, including English and Spanish. Three distinct support tiers are available to you for ongoing technical and operational support:</p> <ol style="list-style-type: none"> <li>1. Basic Support is included in your monthly software subscription fee and provides you with an average response time of within one (1) business day, unlimited cases and 24/7 live phone support.</li> <li>2. Premier Support provides you with an average response time of within four (4) business hours, unlimited cases, 24/7 live phone support, a priority phone queue, an assigned support account manager and technical lead, a quarterly health check and developer support (additional fees apply).</li> <li>3. Premier Administration provides you with designated support resources for administrator services, an average response time within four (4) business hours, unlimited cases, 24/7 live phone support, 24/7 emergency support, a priority phone queue, an assigned support account manager and technical lead, a monthly health check and developer support (additional fees apply).</li> </ol> <p>Verizon Connect Fleet USA LLC (Reveal) Live customer support is available 24/7. Support is also available by emailing <a href="mailto:reveal.support@verizonconnect.com">reveal.support@verizonconnect.com</a>. Additional Help resources are available anytime within the platform to assist you with the tool.</p> <p>Our Customer Support Team provides you with the following support:</p> <ul style="list-style-type: none"> <li>• Resolving or directing general inquiries</li> <li>• Assisting with 'how to' answers</li> <li>• Acting as the conduit for product enhancement suggestions</li> <li>• Reconfiguring firmware or units</li> <li>• Diagnosing units Over-the-Air (OTA)</li> <li>• Establishing potential fault within the unit</li> <li>• Scheduling an engineer visit when required, including placing service calls to remedy device issues or remove/re-install devices</li> <li>• Scheduling additional trainings</li> <li>• Diagnosing and triaging product-oriented issues through proprietary software to easily identify root causes and remediate issues quickly</li> </ul> <p>We use a world-class CRM to track all inquiries and support cases with a two-tier escalation process. If the Customer Support team is unable to resolve the issue, it will be escalated to our Application Support team, who works directly with our developers to resolve any product issues. This allows us to stay in constant contact with our customers to ensure proper communication, timely updates and quick issue resolution.</p>
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Verizon Connect is currently a provider of Sourcwell pricing to the government and public sector in the United States. The only limitations we would have in providing products and pricing under Sourcwell's pricing, terms and conditions would be those restrictions set upon us by our customers.
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Verizon Connect has presence in 15 countries. There are no restrictions to provide products and services in the United States. In Canada, our Fleet for Government and Networkfleet platforms are fully supported. Reveal is not currently supported, due to our inability to invoice a Canadian customer in local currency.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Verizon Connect has presence in 15 countries. There are no geographic areas in the United States that cannot be supported. In Canada, our Fleet for Government and Networkfleet platforms are fully supported. Reveal is not currently supported, due to our inability to invoice a Canadian customer in local currency.

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Verizon Connect is able to fully support all government and public sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are contract restrictions for participating entities in Hawaii, Alaska and in US Territories.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Verizon Connect will continue to promote the partnership with Sourcewell through multi-channel campaigns, including via email, digital and social. In addition, Verizon Connect will ensure all marketing materials relevant to Sourcewell, are up to date and utilized by our sales force.</p> <p>Examples include:</p> <ul style="list-style-type: none"> <li>· Landing Page: <a href="https://www.verizonconnect.com/partner/sourcewell/">https://www.verizonconnect.com/partner/sourcewell/</a></li> <li>· Sales Collateral: Reveal for Government – Sourcewell brochure</li> <li>· Example press release: <a href="https://www.verizonconnect.com/company/news/verizon-connect-reveal-is-now-available-for-government-customers-through-sourcewell/">https://www.verizonconnect.com/company/news/verizon-connect-reveal-is-now-available-for-government-customers-through-sourcewell/</a></li> </ul>	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Verizon Connect utilizes advanced marketing technology, such as metadata and Google Analytics to support and optimize a strong key work and search engine optimization strategy. From a social media standpoint, Verizon Connect utilizes multiple social media channels to speak to specific segments of our audience and enhance our marketing effectiveness. For example, Facebook is utilized to reinforce and showcase the benefits of our solutions, as this social media platform typically consists of our end-users (drivers). LinkedIn consists of business decision makers, therefore, we market our solutions to emphasize how they contribute to improved business efficiency, cost-effectiveness and increased ROI. Finally, we utilize Twitter to reinforce the larger Verizon Business Group, providing information "blasts" to communicate our brand's strength and image, as well as provide information to our customers in real-time.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role in promoting contracts arising out of this RFP is to provide fair, competitive pricing for services to government entities, non-profits and public sector customers. Sourcewell offers customers cost savings on equipment and services, as well as favorable contractual terms and conditions, which allow customers to run their entities more cost-effectively and efficiently.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Verizon Connect does not support e-procurement of services.	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *	



36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Verizon Connect provides several methods for training. Specific training is available for managers, drivers and platform administrators.</p> <p>Methods of available training include:</p> <ol style="list-style-type: none"> <li>1) Classroom instructor-led training - Permits the best concentration and learning</li> <li>2) Web-based instructor-led training - Up to 200 students may participate and attend from anywhere</li> <li>3) Online self-paced training - Available 24/7 from anywhere users have an internet connection</li> </ol> <p>Regularly scheduled live web training is available to all users and is included in your monthly fee. Users can track completion of training as well as competence and understanding using knowledge checks through the online training portal.</p> <p>Each type of training meets the same objectives. We recommend an onsite classroom training engagement for a core set of individuals for the initial launch. Verizon Connect also offers train-the-trainer training if desired. Customized training is also available for a tailored approach to the customer's specialized needs or requirements.</p> <p>Verizon Connect believes acceptance and internalization of new system introductions is best achieved with a partnership between Verizon Connect and our customers.</p> <p>Verizon Connect also offers hardware installation and maintenance training. This training is typically delivered during vehicle hardware installations to allow for technicians at local facilities to go through the necessary ramp-up and knowledge transfer. This empowers local technicians to be able to assist with future installations or reinstallations. You may also decide to have your trained technicians assume some of the installation responsibility to lower the overall project costs.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Verizon Connect employs over 1,000 professionals dedicated to Research and Development. Verizon Connect reviews and implements upgrades that support optimal utilization of our telematics services. With a research and development budget that exceeds the revenues of many of our competitors, we are committed to growing the capabilities of our offerings and leveraging new technologies. We are continually updating and developing current and future products. Our product roadmap starts with our customers, and leverages customer surveys, interviews, field studies and user tests to meet the ever-growing needs of our customers.</p> <p>Users recognize us for our ongoing updates and innovation, and we are excited to bring market-leading enhancements in the following areas in 2021:</p> <ul style="list-style-type: none"> <li>• Continued extension of our telematics core to meet the needs of today's mobile workforce, including continued investments in field service management, asset tracking and compliance</li> <li>• Improvements in usability and simplicity of the user experience (UX) for mobile applications and platform solutions</li> <li>• Continued innovation around our popular dashcam solution, Verizon Connect Integrated Video, helping fleet operators see exactly what's happening on the road in near real time to mitigate risk and coach drivers</li> <li>• Further integration with and support of Electric Vehicle data</li> <li>• The integration of "Smart" technologies which leverage 5G capabilities</li> <li>• Investments in Artificial Intelligence capabilities to aide customers in discovery of important information when processing big data</li> <li>• Accelerated development of 'machine learning' capabilities and tools that allow us to provide deeper data insights for our customers into areas that drive value for their business.</li> <li>• Increased development of integration capabilities that make it easier to connect telematics and mobile applications to back-office applications</li> <li>• Ongoing investments in backend infrastructure to meet the needs of growing companies for industry-leading stability, security and scalability</li> </ul>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Today, as 5G technology ushers in the Fourth Industrial Revolution, our focus on environmental sustainability and social responsibility has sharpened, and our commitment has accelerated. As we fulfill our corporate purpose to create the networks that move the world forward, we are taking bold steps toward reducing our environmental footprint, ensuring that our technology benefits everyone and employing our assets to tackle the world's biggest challenges.</p> <p>Our ESG strategy is to effectively govern and manage the environmental and social risks and opportunities that arise from our core business strategy. We believe that we will create long-term value for our shareholders by extending our network leadership through continued innovation for the benefit of both our company and society at large. We aim to provide our customers with best-in-class experiences while fostering a culture based on integrity and respect.</p> <p>For more information on our Sustainability efforts, please see the Corporate Responsibility Sustainability website at: <a href="http://www.verizon.com/about/responsibility/sustainability">http://www.verizon.com/about/responsibility/sustainability</a>.</p>



39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	There are no third-party eco-labels, ratings or certifications to share.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Verizon Connect is not a WMBE, Small Business, or Veteran-Owned Organization. This requirement is not applicable.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Verizon Connect is guiding a connected world on the go by automating, optimizing and revolutionizing the way people, vehicles and things move through the world. We ensure that the things our customers care about most – from people and vehicles to equipment and data – run smoothly and flow seamlessly.</p> <p>Our full suite of industry-defining fleet and workforce management solutions and services put innovation, automation and connected data to work for customers and help them be safer, smarter, more efficient and more compliant.</p> <p>Some of the things that make Verizon Connect a leader in the telematics industry include:</p> <ul style="list-style-type: none"> <li>- Services that are available from anywhere, at anytime</li> <li>- Backed by a global leader in wireless communications, Verizon Wireless</li> <li>- A scalable platform that is flexible and able to grow as our customer's businesses grow</li> <li>- 1000 professionals dedicated to research and development, providing customer's the most innovative and efficient ways to utilize our services</li> <li>- First to 5G technology</li> <li>- Seamless integration with our customer's existing business and software solutions, through API and Data Connect services</li> <li>- Customized implementation and training plans, based on each customer's specific needs</li> <li>- Global, always available customer support</li> <li>- Dedicated Customer Support Team, trained to be a subject matter expert to all of our customer's growth and development needs</li> </ul>	*

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no restrictions. Verizon Connect provides a web-enabled, cloud-based solution which can be accessed via any supported web browser or mobile device (via mobile app). With presence in 15 countries globally, Verizon Connect has no limitations to providing support in those areas that we provide services. Additionally, Verizon Connect utilizes a network of subcontractors to provide professional installation (if required by customer) of telematics devices. Assignment of subcontractors are managed based on location to customer and timeline based on customer's requirements.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Verizon Connect has a robust portfolio of OEM agreements, connecting more vehicles and equipment over-the-air without ever touching the vehicle. OEM partnerships mean vehicles are ready to use from day one with factory warranty coverage and allow for online activation without any need to take the vehicle or equipment out of use for installation.	*
47	What are your proposed exchange and return programs and policies?	Hardware devices do not require maintenance. Technical issues with hardware devices have initial troubleshooting done by contacting our Customer Support team. A support representative will work to correct the issue or issue a Return Merchandise Authorization (RMA), so the hardware may be returned to Verizon Connect for additional troubleshooting or process a warranty replacement. Replacement devices will be received within seven (7) days.	*
48	Describe any service contract options for the items included in your proposal.	There are no service contracts related to the proposed services. The proposed services are provided as cloud-based, web enabled services. All maintenance is managed behind the scenes without interruption to the end-user's utilization of services. Hardware devices do not require maintenance. Technical issues with hardware devices have initial troubleshooting done by contacting our Customer Support team. A support representative will work to correct the issue or issue a Return Merchandise Authorization (RMA), so the hardware may be returned to Verizon Connect for additional troubleshooting or process a warranty replacement. Replacement devices will be received within seven (7) days. For some hardware options, there is no warranty needed as the hardware and replacements are included in the monthly cost. Other hardware options provide hardware warranty for one (1) year with options for extended warranties.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Verizon Connects Payment Terms are Net 30.
50	Describe any leasing or financing options available for use by educational or governmental entities.	Customers purchase telematics hardware units to be installed within the customer's vehicle (hardware can be leased upon request. Lease pricing can be provided based on number of units). Thereafter, a monthly subscription fee is paid to access GPS tracking and Diagnostics data.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Customer's providing an electronic signature as part of completing a Verizon Connect electronic Order Form or submitting or signing an Order Form for products and services offered pursuant to the Sourcewell Contract indicates Customer's acceptance of the terms of the Sourcewell Contract, including Verizon Connect's additional terms and conditions. If a Customer does not agree to the Sourcewell Contract, including Verizon Connect's additional terms and conditions, the Customer may not order such products or services. If there is a conflict between the terms of a Customer's Accepted Order Form and its Agreement, the terms of the Agreement (without reference to its Accepted Order Form) shall prevail.</p> <p>Customers may not modify, rescind or cancel an Accepted Order Form, in whole or in part, without Verizon Connect's written consent; any such action by Customer shall be considered null and void and have no effect on the Accepted Order Form. The transmission to the Customer of an Order Form does not constitute an offer. All orders are subject to acceptance by Verizon Connect, evidenced either (a) in writing via email, or (b) by shipping the Devices or provisioning the Verizon Connect Service.</p> <p>Under our current Sourcewell contract, all Verizon Connect sales are captured under the Sourcewell contract number to make reporting seamless. Our Finance department is able to easily determine any and all sales made under the contract for all three platforms.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Verizon Connect does currently support Procurement Card payment. There are no additional fees imposed by Verizon Connect for use a P-card.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing for Verizon Connect telematics services (includes Verizon Connect NWF Inc., Verizon Connect Telo Inc., and Verizon Connect Fleet USA LLC) includes the following: - A one-time fee to purchase telematics hardware unit (units can be leased if required) - A monthly subscription fee to access GPS and diagnostics data - A one-time fee for professional installation (customer can opt to manage installation internally)
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The prices offered to Sourcewell for the three product platforms are being discounted between 0.36% and 100% from the standard Commercial Price List. Verizon Connect will also offer further discounts to our customers guaranteed quantity orders of 2,000+ units for hardware. The pricing offered for the products is in line and consistent with those currently provided by Verizon Connect and other vendors offering similar products and services.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Tiered pricing can be provided based on the number of units purchased by the customer. Price reductions will be provided when customer achieves the next level of outlined unit volume, purchased.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Verizon Connect does not have a process or method in place to facilitate "sourced" products and/or services.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Installation is an optional service, as our customers may utilize self-installation via their internal, organizational technicians. Verizon Connect has relationships with numerous, certified installation partners that can assist our customers should they prefer their telematics units to be professionally installed. Installers are assigned based on close proximity to the customer's location, timeline required by the customer and the number of units and locations that require installation. The cost of installation services may be found in our proposed Price List. For the Networkfleet and Fleet for Government platform's professional installation is charged as a one-time fee and it is charged for installation and de-installation of devices. For our Reveal platform, professional installation is included in the the monthly service charge for the platform. Should the customer opt to self-install their devices, the customer's monthly fee would be lower than if they were to choose professional installation.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Not Applicable. Shipping is included in the price of unit.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Not Applicable. Shipping is included in the price of the unit.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The proposed platforms are provided as web-enabled, cloud-based services and are available at any time, from any supported web browser or mobile device. During initial implementation, units are shipped to installation locations and installed professionally by certified Verizon Connect partner companies (if required by customer), or may be installed internally by the customer.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Please see our proposed Sourcewell pricing attached in this response.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Verizon Connect has a tracking report that is managed and reviewed for every government, public sector and non-profit opportunity that is managed. Metrics tracked include customers that are proposed/offered pricing, terms and conditions under the Sourcewell contract, revenue based on sales, solution which is priced under agreement.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Under Verizon Connect's current contract with Sourcewell, Verizon Connect currently pays Sourcewell 1 1/2% of total sales under the Sourcewell contract, quarterly.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Please see the attached document, providing a comprehensive overview of Verizon Connect's Fleet, Reveal and Networkfleet platforms.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Within the support platforms, Verizon Connect provides the following tools and add-on solutions:</p> <p>Verizon Connect Fleet The Fleet platform provides the following:</p> <ul style="list-style-type: none"> <li>• Verizon Connect Fleet. Delivers real-time location, full engine diagnostics, driver safety metrics and status for all vehicles and assets on one dashboard, including full fleet metrics, maintenance scheduling, instant alerts and reports.</li> <li>• Verizon Connect Assets. Integrates your powered and non-powered assets with your vehicles and aggregates data for one view of your entire fleet.</li> <li>• Verizon Connect Video. Dash cam smart video footage is available within minutes. View harsh driving events with event classifications, along with speed overlay and video on demand, right from your desktop or mobile device.</li> <li>• Verizon Connect Workforce. Offers mobile workers a tool to plan jobs, track performance and manage reporting with customizable planning and performance tools.</li> <li>• Verizon Connect Compliance. Incorporates powerful Hours of Service (HOS) management features and a complete E-DVIR solution to automate compliance processes and reduce your administrative workload.</li> <li>• Verizon Mobile Apps. <ul style="list-style-type: none"> <li>o Verizon Connect Spotlight. Enables real-time access to fleet and assets location, health, and status for fleet managers and supervisors via Fleet's companion app.</li> <li>o Verizon Connect Navigation. An advanced, truck-restricted navigation companion with a large moving map and an easy-to-use touch screen interface.</li> <li>o Verizon Connect Coach. Drivers have direct access to driving KPIs, which help ensure safe driving, on-time performance and route compliance, with productivity metrics and leaderboards to support peer comparison.</li> </ul> </li> </ul> <p>Verizon Connect Reveal The Reveal platform includes:</p> <ul style="list-style-type: none"> <li>• Verizon Connect Reveal. Real-time location and driver safety metrics on one dashboard. Includes full fleet metrics, maintenance scheduling, geofencing, instant alerts and detailed reports.</li> <li>• Verizon Connect Driving Style. Improve driver behavior, increase safety, and lower insurance costs with a comprehensive view of drivers including alerting, reporting, and our proprietary safety scoring.</li> <li>• Verizon Connect Video. View road-facing and driver-facing dash cam smart video footage in minutes in the office or out in the field to see harsh driving events with event classifications and speed overlay, along with on demand video footage.</li> <li>• Verizon Connect LogBook. Stay compliant with regulations by conducting roadside inspections for DVIR reports, and track Hours of Service (HOS) for continued compliance.</li> <li>• Verizon Connect Mobile Apps.</li> </ul>



- o Verizon Connect Reveal Spotlight. Enables real-time access to fleet and assets location, health, and status for fleet managers and supervisors via Reveal's companion mobile app.
- o Verizon Connect Reveal Driver. Enables route dispatching to driver, the ability to view driver scorecards, confirm new driver vehicle assignments, and more.
- o Verizon Connect Navigation. Performs as an advanced, truck restricted navigation companion, with a large moving map format and a simple-to-use touch screen interface.
- o Verizon Connect Reveal Map. Gives quick access to all vehicles and drivers in one map with vehicle status and search capabilities.
- o Verizon Connect Reveal Field. Allows easy management of vehicles, technicians, and jobs for simple scheduling and dispatch with the online Scheduler and immediate job status updates and details with the mobile app.

Verizon Connect Networkfleet

Networkfleet includes:

- Networkfleet 5500 Series. Real-time location, engine diagnostics, driver safety metrics and status for all vehicles and assets on one dashboard with full fleet metrics, maintenance scheduling, alerts, reports and roadside assistance.
- Networkfleet 5200 Series. Real-time GPS tracking and status for all assets on one dashboard with full fleet metrics, alerts, reports and roadside assistance.
- Networkfleet Asset Guard. Location and status of your fixed, movable, powered, or non-powered assets, integrated with your vehicle fleet for a single view on one map.
- Networkfleet Mobile Apps.
  - o Networkfleet Manager. Real-time access to fleet and assets location, health, and status for fleet managers and supervisors via Fleet for Government's companion mobile app.
  - o Networkfleet Driver. Digital Forms to eliminate paperwork in the field and remotely sync with the platform.



**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Fleet management information systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Verizon Connect offers a leading cloud-based mobile workforce management platform that connects your business and helps you make better data-driven decisions. . Our innovative technology leads the market, and provides the latest features to help you make smart data-driven decisions. Our fleet and workforce management solutions are intuitive and designed to be easy to use and maintain. The comprehensive platform is reliable and provides a trusted daily tool that locates and optimizes your resources for any size fleet.</p> <p>Our Fleet Management capabilities support</p> <ul style="list-style-type: none"> <li>the management of the location, status and health of your vehicles</li> <li>the overseeing vehicle and equipment utilization</li> <li>An increase in productivity and efficiency</li> </ul> <p>Our Workforce Management capabilities support:</p> <ul style="list-style-type: none"> <li>the management of the location, status and well-being of your mobile workers</li> <li>the monitoring of workday progress and activities</li> <li>the promotion of safety and security</li> </ul> <p>Verizon Connect delivers real-time insight into your daily operations. We partner with our customers to identify and integrate the specific technologies that are appropriate for their operational needs and deliver targeted end-to-end solutions with modular designs and open architectures. This comprehensive platform approach is tailored to fully accomplish your goals and deliver measurable benefits and ROI.</p>
67	Fleet technology related hardware solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Verizon Connect's GPS tracking units are installed within the vehicle's cab, underneath the vehicle's dashboard. Information is taken directly from the vehicle's engine, allowing location and diagnostics data to be transmitted through the cloud and available via the user's web browser (Chrome, Edge, Firefox and Internet Explorer, or via Android and iOS Apple devices through mobile app.</p>
68	Fleet related software solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>Verizon Connect's telematics solutions are provided as web-enabled, cloud-based solutions. No software is required to utilize Verizon Connect's telematics platforms.</p>
69	Telematics, fleet monitoring, asset tracking, and geofencing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Please see the provided 'Verizon Connect Solution Overview' included as an attachment to this response. Information is providing regarding fleet monitoring, asset tracking and geofence capabilities for all participating platforms.</p>
70	Motor pool and fleet sharing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Devices can be transferred between multiple vehicles and vehicles can be assigned to more than one driver. Additionally, can use the digital driver ID, via Verizon Connect Fleet's mobile WorkPlan app or key fob, for each driver within your fleet. This will inform you who is behind the wheel of a vehicle and if a vehicle has changed drivers throughout the day.</p> <p>Customers can easily configure their telematics platform to match their organizational structure with hierarchy capabilities.</p> <p>Verizon Connect's solutions allow you to use fleet and teams to create custom groups of people or vehicles, as well as support the sharing of vehicles amongst multiple drivers.</p>
71	Integrated video solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Verizon Connect's Fleet and Reveal platforms provide integrated video capabilities. A comprehensive overview of the platforms' integrated video capabilities are provided within the 'Verizon Connect Solution Overview' included as an attachment to this response.</p>

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
72	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Verizon Connect tracks the number of government, public and non-profit entities that submit RFx request. Metrics that are tracked include:</p> <ul style="list-style-type: none"> <li>- Company</li> <li>- Number of Units</li> <li>- Government Co-operative Pricing (yes/no)</li> <li>- Solution proposed under Sourcewell pricing</li> <li>- Potential Monthly and Annual Revenue</li> <li>- Win (yes/no)</li> </ul>
73	Describe your approach to data privacy in regard to your proposed solution(s).	<p>Maintaining the privacy of our customers is extremely important to Verizon Connect. Our official Privacy Policy can be found on our website at <a href="http://www.verizon.com/about/privacy/privacy-policy-summary">www.verizon.com/about/privacy/privacy-policy-summary</a>.</p> <p>Verizon Connect utilizes the following processes to protect sensitive data:</p> <ul style="list-style-type: none"> <li>• Maintaining a Verizon Code of Conduct for Verizon Connect employees (available to the public on our website at <a href="http://www.verizon.com/about/our-company/code-conduct">www.verizon.com/about/our-company/code-conduct</a>) which requires compliance with information security policies and procedures.</li> <li>• Using contractual and other measures to obtain third party suppliers' compliance with appropriate information security requirements, such as Verizon's baseline security requirements for suppliers, our Supplier Code of Conduct, and other materials.</li> <li>• Providing physical security controls for each computer room, data center, and similar facilities that may contain sensitive information.</li> <li>• Providing technical and other controls protecting sensitive information stored in Internal Systems, consistent with Verizon Connect's information security policies and procedures.</li> <li>• Complying with applicable laws and regulations related to protecting sensitive information stored by Verizon Connect.</li> </ul>

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

## Proposer's Affidavit

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Shane Scoville, Vice President - Global Sales, Verizon Connect NWF Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_10_Fleet_Mgmt_Tech_RFP_020221</b> Tue January 26 2021 04:32 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_9_Fleet_Mgmt_Tech_RFP_020221</b> Mon January 25 2021 05:09 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_8_Fleet_Mgmt_Tech_RFP_020221</b> Wed January 20 2021 04:19 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_7_Fleet_Mgmt_Tech_RFP_020221</b> Tue January 19 2021 12:21 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_Fleet_Mgmt_Tech_RFP_020221</b> Mon January 18 2021 01:39 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_Fleet_Mgmt_Tech_RFP_020221</b> Thu January 14 2021 01:16 PM	<input checked="" type="checkbox"/>	2
<b>Addendum 4_Fleet_Mgmt_Tech_RFP_020221</b> Thu January 14 2021 01:12 PM	<input checked="" type="checkbox"/>	3
<b>Addendum 3_Fleet_Mgmt_Tech_RFP_020221</b> Thu January 14 2021 01:05 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 2_Fleet_Mgmt_Tech_RFP_020221</b> Fri January 8 2021 01:17 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 1_Fleet_Mgmt_Tech_RFP_020221</b> Fri January 8 2021 01:17 PM	<input checked="" type="checkbox"/>	1

## **Exhibit C-1: Verizon Connect NWF Additional Terms and Conditions**

These additional terms and conditions set forth in this Exhibit C-1 (the “**Additional Terms**”) are part of Sourcewell Contract #020221-NWF (“**Sourcewell Contract**”), which governs the purchase and use by a Sourcewell Member (“**Customer**” or “**You**”) of products and services offered by Verizon Connect NWF Inc. (“**VCN**”). Customer’s providing an electronic signature as part of completing an electronic Order Form or submitting or signing an Order Form for products and services offered pursuant to the Sourcewell Contract indicates Customer’s acceptance of the terms of the Sourcewell Contract, including these Additional Terms. If Customer does not agree to the Sourcewell Contract, including these Additional Terms, the Customer may not order such products or services. With respect to each Customer, its Accepted Order Form plus the terms of the Sourcewell Contract, including these Additional Terms, are collectively referred to herein as the “**Agreement**”. If there is a conflict between the terms of a Customer’s Accepted Order Form and its Agreement, the terms of the Agreement (without reference to its Accepted Order Form) shall prevail.

Pursuant to the Sourcewell Contract, VCN offers the following three suites of telematics product offerings:

- (1) VCN Solutions -- the Devices, VCN Services, VCN Website, Customer Website Pages and Installation Services developed and offered by VCN (collectively, “**VCN Solutions**”);
- (2) VCT Solutions -- the Devices, VCT Service Website, VCT Server Software, Remote Software, Map Data, VCN Website and Installation Services developed by Verizon Connect Telo (“**VCT**”) and offered through its affiliate, VCN (collectively, “**VCT Solutions**”); and
- (3) VCF Solutions -- the Devices, accessories and services developed by Verizon Connect Fleet (“**VCF**”) and offered through its affiliate, VCN (collectively, “**VCF Solutions**”).

Unless otherwise specified in this exhibit, these Additional Terms shall apply to VCN Solutions, VCT Solutions and VCF Solutions (collectively, “**Verizon Connect Services**”).

### **1. DEFINITIONS**

When used in these Additional Terms, the following terms, when capitalized, shall have the meaning as set forth below:

- 1.1. **Accepted Order Form:** An Order Form which has been executed by Customer and accepted by VCN.
- 1.2. **Agreement Term:** Agreement Term shall have the meaning set forth in Section 11.1 below.
- 1.3. **Confidential Information:** Any non-public or proprietary information of a party (the “**Disclosing Party**”) which is obtained by the other party (the “**Receiving Party**”) in the course of activity pursuant to the Agreement, including information which is disclosed on an Order Form, or in connection with the provision to, and use by, Customer of Verizon Connect Services, whether such information is disclosed in oral, written, graphic, electronic or any other form. Confidential Information does not include any information that the Receiving Party can show: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party; (b) is independently developed by the Receiving Party; (c) is acquired by the Receiving Party from another source that has the right to disclose such information without

restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

1.4. **Devices:** The physical equipment designated on an Accepted Order Form.

1.5. **Fees:** The purchase prices for Devices and accessories, Installation Service fees for Devices, the fees for the applicable VCN Services, VCT Services and/or VCF Services, and any other fees payable by Customer as set forth in these Additional Terms and an Accepted Order Form.

1.6. **Installation Services:** The set of services offered to install Devices in accordance with Section 4 below. Installation Services may include: (i) the installation of Devices and corresponding accessories into Customer-designated Vehicles; and (ii) the provision of cable wiring and other minor ancillary parts required to install the purchased Devices. Installation Services are not offered in the states of Alaska or Hawaii.

1.7. **Order Form:** An order form provided by VCN to Customer, pursuant to which Customer orders Devices, and/or Services.

1.8. **Service Partners:** The companies that VCN, VCT and VCF work with, from time to time, to provide the VCN Solutions, VCT Solutions and/or VCF Solutions, including, but not limited to, wireless service carriers, installers, website operators, mapping data providers and licensors.

1.9. **Service Term:** The period during which Customer is entitled to use the VCN Solutions, VCT Solutions and/or VCF Solutions under each applicable Accepted Order Form and as set forth in Section 11 herein.

1.10. **Third Party Services:** The services that Customer may elect to receive directly from a third party, including wireless service, internet service, safety monitoring, fuel card, or any other service related to the VCN Solutions, VCT Solutions and/or VCF Solutions. Additional terms and conditions between such third party service providers and Customer apply if Third Party Services are used in connection with the VCN Solutions, VCT Solutions and VCF Solutions.

1.11. **VCN Website:** The VCN website currently located at [www.verizonconnect.com](http://www.verizonconnect.com).

1.12. **Vehicle:** An on-road vehicle, off-road vehicle and/or stationary or movable equipment owned or under the control of Customer, which is equipped (or will be equipped) with a Device.

1.13. **Definitions applicable solely to the VCN Solutions:**

1.13.1 **Customer Website Pages:** The web pages on the VCN Website which are designated by VCN for use by Customer.

1.13.2 **Device Contract Term:** The minimum length of time a Device is required to be active as part of a VCN Solution, which is identified on the applicable Accepted Order Form.

1.13.3 **VCN Services:** The services offered hereunder by VCN, from time to time, including, but not limited to: (a) collection of diagnostic and/or location information from a Vehicle; (b) analysis, delivery and posting of Vehicle information to the VCN Website; (c) notification to



Customer and/or a designated third party by e-mail of certain events or Vehicle information; (d) Customer access and usage of Customer Website Pages; (e) Device installation services, but only to the extent such services are identified on an Accepted Order Form; (f) any proprietary data feed or elements thereof or any application programming interfaces (APIs) provided by VCN (“**VCN Data Services**”), but only to the extent such services are identified on an Accepted Order Form; and (g) any professional services provided by VCN as set forth on a signed Professional Services Addendum attached to an Accepted Order Form.

1.14. **Definitions applicable solely to the VCT Solutions:**

1.14.1 **Map Data:** The map data and satellite imagery provided as part of the Software Service. The use of Map Data is pursuant to applicable end user license agreements which are incorporated herein by reference and can be found on the VCN Website.

1.14.2 **Remote Software:** Software that may be provided by VCN that will be installed on a permitted device or computer system to access the Service Website and certain additional features of the Software Service. The use of Remote Software is pursuant to applicable end user license agreements which are incorporated herein by reference and may be found on the VCN Website.

1.14.3 **VCT Service Website:** An access-restricted website and its related databases, servers, and software.

1.14.4 **VCT Server Software:** The software residing on the VCT Service Website.

1.14.5 **VCT Services:** Any VCT software services ordered hereunder.

1.15. **Definitions applicable solely to the VCF Solutions:**

1.15.1 **Authorization Agreement:** The document under which Customer authorizes direct debit or credit card payments to be made for VCF Solutions.

1.15.2 **Non-powered Asset Vehicle Tracking Units:** Tracking units for Vehicles that do not have their own power sources, such as flatbeds, generators, pumps, dumpsters, containers, lifts and tanks.

1.15.3 **VCF Embedded Hardware:** any Vehicle tracking unit equipment embedded in or installed by the original Vehicle manufacturer in a Vehicle at the time of the Vehicle’s acquisition. Embedded Hardware is not “Equipment” (defined below) but is equipment obtained by Customer directly from a third party and may be operated with the Verizon Connect Services. Embedded Hardware is owned by Customer and Customer is responsible for its maintenance.

1.15.4 **VCF Services:** The VCF subscription services and software applications specified on the Accepted Order Form, including any associated VCF Software, Devices and documentation.

1.15.5 **VCF Software:** The online software applications provided as part of the VCF Services, together with any other software provided in connection with the VCF Services.

1.15.6 **VCF Subscription:** A single subscription to the VCF Services, whether based on the number of Vehicles, users, administrators or other measures set forth on the applicable Services Order Form. As it relates to the VCF Solutions, a "Subscription" may also be referred to as a "unit".

## 2. **ORDERS, DELIVERY, AND ACCEPTANCE**

2.1. **Order Forms:** Customer may not modify, rescind or cancel an Accepted Order Form, in whole or in part, without VCN's written consent; any such action by Customer shall be considered null and void and have no effect on the Accepted Order Form. The transmittal to Customer of an Order Form does not constitute an offer. All orders are subject to acceptance by VCN, evidenced either (a) in writing via email, or (b) by shipping the Devices or provisioning the Verizon Connect Service.

2.2. **Shipping, Risk of Loss and Acceptance:** Devices will be shipped to the address designated on Customer's Accepted Order Form. Title and risk of loss will transfer to Customer upon receipt of the Devices by Customer or Customer's agent at the address designated on Customer's Accepted Order Form. Shipping is included in the price of Devices or, if applicable, Device accessories (e.g., cables).

## 3. **INTELLECTUAL PROPERTY RIGHTS AND LICENSES**

Except as explicitly set forth in this Agreement, all rights, title (other than Devices and hardware accessories purchased by Customer), and interest in and to the Devices, Verizon Connect Services and, upon its creation, all other proprietary rights therein, shall at all times remain with VCN, its affiliates and/or its suppliers. Except as expressly stated herein, this Agreement does not grant Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights, title, interest or licenses in respect of the Verizon Connect Services and the Devices. Customer will not delete or alter the copyright, trademark, and other proprietary rights notices of VCN, its affiliates or their licensors appearing on the Devices or Verizon Connect Services.

### 3.1. **VCN LICENSE**

3.1.1 During the Service Term, VCN grants to Customer a non-exclusive, non-transferable license to: (a) use the VCN Services in the United States and such other countries as may be approved by VCN in writing; (b) access and use the Customer Website Pages; and (c) use the firmware and the software included in the VCN Devices, solely for use in connection with the VCN Services, and as provided in this Agreement. Redistribution or resale of the VCN Services by the Customer is prohibited without VCN's prior written consent.

### 3.2. **VCT LICENSE**

3.2.1 During the Service Term, Customer will have a non-exclusive, non-transferable license to: (i) access and use the VCT Server Software through the VCT Service Website within the United States; (ii) download one copy of the Remote Software to each permitted device or computer system; (iii) install and use, for its internal business purposes only, the Remote Software on each permitted device or computer system; (iv) view any Map Data; and (v) use the VCT Service in accordance with this Agreement.

### 3.3. **VCF LICENSE**

3.3.1 During the Service Term, Customer will have a non-exclusive, non-transferable license to access and use the VCF Devices and VCF Services. The VCF Devices and the VCF Services may contain certain third-party applications licensed to VCF or its affiliates. The right to access and use the VCF Services granted hereunder shall be subject to any underlying third party license for any component of the VCF Devices or VCF Services.

### 3.4. **API DATA SERVICES**

3.4.1 Certain Services, such as VCN Data Services, which are offered pursuant to the Agreement facilitate the sharing of the data collected by the applicable Verizon Connect Services with third parties and/or third party applications (collectively, “**API Data Services**”). If Customer requests API Data Services, the following additional terms apply:

3.4.2 To enable VCN and its affiliates to provide the API Data Services requested by Customer, Customer authorizes VCN and its affiliates to grant the individual(s) and/or companies selected by Customer (each, a “Third Party”) access to data from Customer’s subscription services account and related information therein. Customer acknowledges that the data access granted to the Third Party via the API Data Services is being undertaken solely at the direction of, and for the convenience of Customer. With respect to each specific API Data Service provided to the Third Party requested by Customer, this authorization remains in effect until Customer cancels such API Data Services by providing written termination notice (as described in Section 11 below).

3.4.3 Customer acknowledges and agrees that Customer is responsible for protecting and securing all usernames and passwords from unauthorized use, including use by the Third Party or by any other person/organization to whom Customer grants access (whether directly or through the API Data Services). Customer agrees that access to the Third Party or any other person/organization to whom Customer provides access, directly or indirectly, is at Customer’s sole risk and expense.

3.4.4 Customer agrees to comply with all data protection laws and regulations, including the General Data Protection Regulation (EU) 2016/679 (GDPR) and the California Consumer Privacy Act (CCPA), if such regulations are applicable pursuant to the data access being provided by the API Data Services granted by this Form. Customer acknowledges that if GDPR is applicable, Customer would be deemed a “controller” thereunder. Customer represents and warrants that it has obtained all relevant consents from end-users, employees, or relevant data subjects to this access. Customer further agrees to indemnify and hold VCN harmless from and against any and all claims, losses, costs, damages, and liabilities by third parties arising out of or in any way connected to or related to such access, including but not limited to the failure to obtain end user or data subject consent for this transfer or such access.

## 4. **INSTALLATION SERVICES**

4.1. Upon creation of an Accepted Order Form and except for Devices for Self-Install (as defined below), VCN will perform Installation Services pursuant to this Agreement to enable the Verizon Connect Services ordered by Customer. Installation Services may be performed by a Service Partner, who will install the Devices at a mutually agreed-upon time and location. Prior to performance of Installation

Services, Customer must provide to VCN an accurate list of Devices to be installed and the address(es) where Devices should be shipped. Installation Services are not offered in the states of Alaska or Hawaii. Customer personnel must be onsite during performance of Installation Services to: (i) provide keys and access to Vehicles; (ii) allow for Vehicle inspections; and (iii) acknowledge installation-related issues. If Customer personnel does not remain onsite during the entirety of the installation process, the installation will be deemed accepted when completed. The following services are outside the scope of Installation Services, which VCN will not be obligated to perform: (a) procure, install, or configure mobile devices; (b) install tablets or tablet mounts; or (c) train Customer on how to self-install Devices or other hardware. Generally, VCN will require two to three weeks' lead-time to begin installations. Installer will follow generally accepted industry standards when performing Installation Services. Specific installation requests must be provided in advance by Customer in writing. Before proceeding with any Installation Service that involves more work than is standard and customary, VCN will advise and obtain Customer approval for additional fees to be charged for such non-standard installation. Customer shall be liable for a "no-show" charge at then-current standard rates per Vehicle in the event that (i) Customer, any Vehicle or delivered Device is not available or prepared for a scheduled installation, or (ii) a scheduled installation appointment is cancelled, or the installation location and/or time is changed, by Customer less than 24 hours prior to the previously agreed date and time. VCN's inability to install a Device in Customer Vehicles due to unavailability of Customer or relevant Vehicles shall not relieve Customer of its duty to pay any relevant fees pertaining to such Vehicle(s). Customer acknowledges and agrees that installation of the Device may involve drilling holes, rewiring, and performing other similar alterations to the Vehicle and that VCN has no obligation to restore the Vehicle to its original state after removal of Devices. When Installation Services are completed, the installer will provide an installation log to Customer documenting any issues found.

**4.2. Self-Install of Devices:** In the event that installation or de-installation is carried out by Customer, Customer's employees, agents, representatives or nominated subcontractors ("Self-Install"), then Customer shall be responsible for compliance with all applicable laws related thereto and the proper installation of the Device. Non-powered Asset Vehicle Tracking Units that are part of VCF Solution require Customer to Self-Install. Customer acknowledges and understands that VCN will not be obligated in any way for the installation of any Self-Install Devices. VCN shall not be liable for any issues, losses or damages whatsoever in connection with the Self-Install of Devices, including without limitation, if Devices or Verizon Connect Services are not able to properly function, unless such damage has been caused by the negligent act or omission of VCN. For Self-Installed Devices, Customer shall be responsible for ensuring secure placement in or on the applicable Vehicle and for ongoing inspections for wear and tear and potential degradation.

**4.3. VCN Solutions:** For Devices, VCN or its Service Partners will install the Device in the applicable vehicle at a mutually agreed location, in accordance with its Installation Policy, located at [https://static.verizonconnect.com/networkfleet/Installation\\_Policy.pdf](https://static.verizonconnect.com/networkfleet/Installation_Policy.pdf), as it may be amended from time to time. Installation Services are not offered in the states of Alaska or Hawaii.

## 5. TRAINING AND SUPPORT SERVICES

5.1. Customer will designate one or more employee(s) to act as the coordinator(s) for Customer's use of the Devices and Verizon Connect Services and will require such coordinator(s) to participate in training provided from time to time by VCN. This online training may be available at no additional charge to Customer.

5.2. **VCN Support Desk (Networkfleet):** During the time Customer is entitled to receive VCN Services, and subject to Section 8 below (Exclusions), VCN or its designee will provide Customer with reasonable telephone or e-mail consultation and technical assistance regarding the VCN Devices and VCN Solutions during VCN's regular working hours. Customer may call VCN or its designee at (866) 227-7323 or e-mail inquiries to [NWFSupport@Verizonconnect.com](mailto:NWFSupport@Verizonconnect.com) for support services.

5.3 **VCT Support Desk (Gov Fleet):** During the time Customer is entitled to receive VCT Services, and subject to Section 8 below (Exclusions), VCN or its designee will provide Customer with reasonable telephone or e-mail consultation and technical assistance regarding the VCN Devices and VCN Solutions Verizon Connect Services during VCN's regular working hours. Customer may call VCN or its designee at (800) 906-9316 or e-mail inquiries to [fleet.govt@verizonconnect.com](mailto:fleet.govt@verizonconnect.com) for support services.

5.4 **VCF Support Desk (Reveal):** During the time Customer is entitled to receive VCF Services, and subject to Section 8 below (Exclusions), VCN or its designee will provide Customer with reasonable telephone or e-mail consultation and technical assistance regarding the VCN Devices and VCN Solutions Verizon Connect Services during VCN's regular working hours. Customer may call VCN or its designee at 800-906-9545 or e-mail inquiries to [reveal.govt@verizonconnect.com](mailto:reveal.govt@verizonconnect.com) or support services.

## 6. CUSTOMER OBLIGATIONS

6.1. Customer agrees to use the Verizon Connect Services in accordance with their intended purposes. Customer shall comply, and cause its employees and agents to comply, with all applicable laws and regulations and with VCN's Website Acceptable Use Policy (available at the VCN Website) and Verizon's Privacy Policy (available at [www.verizon.com/privacy](http://www.verizon.com/privacy)). Customer will provide notice to its Vehicle operators that the Vehicle has been enabled for use with a Verizon Connect Services, which collects data associated with the Vehicle's location and manner of operation.

6.2. Customer shall provide VCN with (i) all necessary cooperation in relation to this Agreement, (ii) all necessary and timely access to its premises and Vehicles to enable VCN to comply with its obligations in relation to the installation of the Devices, and (iii) all necessary access to such information as may be required by VCN in order to render the Verizon Connect Services.

6.3. Customer shall ensure that (i) only authorized users access the Verizon Connect Services, (ii) usernames and passwords are protected from unauthorized use, (iii) it immediately notifies VCN in respect of any suspected or actual breach of security, and (iv) its network and systems comply with the relevant specifications provided by VCN from time to time. Customer is responsible for all use of the Verizon Connect Services made using any usernames and passwords registered by or allocated to it, whether or not the use is made by Customer or someone else using its username and password. Customer is responsible for protecting and securing its username and password from unauthorized use.

6.4. Customer confirms that to the extent required under applicable law or regulation, that it shall provide notice to and receive consents from all its employees, contractors, agents and other authorized users of the Devices and Verizon Connect Services of: (a) the nature of the Verizon Connect Services, including for the collection of Vehicle Information (defined below), and, if applicable, any Video and Audio Content (as defined below in Section 17.3) and the anticipated use of any such information and content, which may include his or her personal data by the Customer and by VCN and its affiliates in connection thereto and (b) the collection, use and disclosure of such information and content as set out in this Agreement and in Verizon's Privacy Policy. In addition to the foregoing, the Customer acknowledges and



agrees that it is solely responsible for accessing and using the Devices and Verizon Connect Services in compliance with the terms of this Agreement and any applicable law or regulation, including without limitation, local law provisions regarding remote employee monitoring and the recording, storage and use of Video and Audio Content.

6.5 Customer assumes sole legal and financial responsibility for its own use of the Devices and Verizon Connect Services, inclusive of responsibility for all freedom of information laws (including, but not limited to, FOIA, sunshine records laws, open records laws, and/or government data laws) and therefore shall defend and hold harmless VCN and its Affiliates, employees, agents, and subcontractors against any and all claims, damages, expenses, costs, fees, losses, liabilities, demands, actions, or suits arising from or caused by the unlawful or improper use of the Devices or Verizon Connect Services by Customer or its employees or agents.

#### 6.6 **Integrated Video Services:**

6.6.1 If Customer orders Integrated Video services, Customer understands and specifically consents that the Devices or Integrated Video services can be used to record both video content and oral communications, that VCN will have access to recordings generated by the Devices or Integrated Video services, and that VCN may retain backup copies of such recordings. Customer represents and agrees that it will take measures to ensure that every individual who will operate or occupy a vehicle equipped with Devices or Integrated Video services, or anyone whose private communications the Devices or Integrated Video services could foreseeably intercept, has provided lawful consent to being recorded and has further consented to VCN accessing and retaining such recordings. VCN specifically relies on these representations.

6.6.2 In addition to the foregoing, Customer acknowledges and agrees that it is solely responsible for accessing and using the Devices and Integrated Video services in compliance with the terms of this Agreement and any applicable law or regulation, including without limitation, (a) local law provisions regarding remote employee monitoring and/or automated processing of personal information; (b) laws governing the recording, storage and use of video content; (c) the Electronic Communications Privacy Act, 18 U.S.C. § 2510 *et seq.*; (d) state and local laws governing unlawful eavesdropping, wiretapping, recording, or surveillance; and (e) all freedom of information laws (including, but not limited to, FOIA, sunshine records laws, open records laws, and/or government data laws).

#### 6.7 **VCF Embedded Hardware:**

If Customer orders VCF Embedded Hardware, Customer acknowledges and agrees that:

6.7.1 The original Vehicle manufacturer may require Customer to accept additional terms of service and its privacy policy. Any such terms and conditions and privacy policy are between Customer and the original Vehicle manufacturer.

6.7.2 In order to access, activate and use VCF Embedded Hardware and the Verizon Connect Services, Customer is required to first duly register with VCN and/or the original Vehicle manufacturer in accordance with the instructions provided by VCN and/or the original Vehicle manufacturer. Customer represents that all information it provides to VCN and/or the original Vehicle manufacturer will be complete and correct in all material respects. Customer acknowledges that



(1) failure to comply with the instructions VCN and/or the original Vehicle manufacturer provides may prevent or impair Customer from receiving the Verizon Connect Services and/or activating VCF Embedded Hardware, and Verizon Connect shall not be liable for any loss or damage as a result thereof; and (2) VCN shall in no way be responsible for any instructions provided to Customer from the original Vehicle manufacturer.

6.7.3 VCN may share Collected Data (as defined below) with the original Vehicle manufacturer in order to activate VCF Embedded Hardware.

6.7.4 The terms of Section 3 (Intellectual Property Rights), Section 4 (Installation and Services), Section 15 (Proprietary Rights), and Section 21.4 of the Agreement shall not apply to any VCF Embedded Hardware.

## 7. LIMITED WARRANTY

### 7.1. VCN Solutions:

7.1.1 **Devices:** VCN warrants to Customer that VCN Devices (other than Asset Tracker Devices) provided by VCN will be free from defects in material and workmanship that prevent the VCN Device from functioning in accordance with its specifications for the greater of (i) three (3) years after shipment or (ii) such time as Customer has continuously paid for VCN Services. The VCN Device warranty will cease to be effective thereafter. For the avoidance of doubt, the warranty will not resume in the event Customer resumes VCN Services at a later date.

7.1.2 **Asset Tracker Devices:** VCN warrants to Customer that Asset Tracker Devices (excluding the battery) which have been purchased new from VCN by Customer will be free from defects in material and workmanship that prevent the VCN Device from functioning in accordance with its specifications for a period of three (3) years following the initial activation of such Asset Tracker Device.

7.1.3 **Accessories:** VCN warrants to Customer that all accessories (including harnesses) which are purchased new from VCN by Customer will be free from defects in material and workmanship that prevent them from functioning in accordance with their specifications for a period of one (1) year from the date of shipment.

### 7.1.4 Installation Services:

7.1.4.1 Standard Warranty: VCN warrants to Customer that Installation Services provided by VCN or its authorized subcontractors will be free from defects in workmanship for a period of one (1) year following completion of such Installation Services.

7.1.4.2 Extended Warranty: In the event Customer purchases an extended installation warranty ("Limited Lifetime Warranty"), VCN warrants to Customer that such installation services shall be free from defects in workmanship associated with VCN's installation of the VCN Device pursuant to this Agreement during the period of coverage of the Limited Lifetime Warranty.

7.1.5 **Additional Warranty Terms and Claims Process:** Warranty claims must be made by notifying VCN in writing promptly after Customer learns of the facts supporting a warranty claim,

as specified in VCN's then-current applicable warranty policy located at <https://static.verizonconnect.com/networkfleet/Limited Lifetime Warranty Policy Direct VAR.pdf>. Subject to Section 8 (Exclusions) below and the VCN's then-current applicable warranty policy, VCN will, at its discretion, either repair or replace any non-complying VCN Device with a VCN Device of equivalent functionality, and, if applicable, remedy any defects in the installation of the VCN Device.

7.1.6 THE REMEDIES IN THIS SECTION 7.1 ARE SUBJECT TO THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTION 7.4 AND 8 BELOW AND ARE VCN'S ONLY OBLIGATION AND CUSTOMER'S ONLY REMEDY FOR BREACH OF ANY WARRANTY FOR A VCN SOLUTION.

## 7.2. **VCT Solutions:**

7.2.1 VCN warrants to Customer that a VCT Device purchased hereunder will be free from material defects in material and workmanship that prevent the VCT Device from functioning in accordance with its specifications for a period of twelve (12) months from shipment;

7.2.2 VCN warrants to Customer that the VCT Service will materially conform to the applicable user documentation provided with the VCT Service for the term of the order;

7.2.3 VCN warrants to Customer that Installation Services will be free from defects in workmanship for thirty (30) days from completion of such installation;

7.2.4 VCN will, at its discretion, repair or replace any VCT Device with a VCT Device of equivalent functionality, and if applicable, remedy any defects in installation of the Device. VCN will use commercially reasonable efforts to repair or replace the non-conforming VCT Service as a part of support and maintenance for the VCT Service;

7.2.5 THE REMEDIES IN THIS SECTION 7.2 ARE SUBJECT TO THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTIONS 7.4 AND 8 BELOW AND ARE THE SOLE OBLIGATIONS AND REMEDY FOR BREACH OF ANY WARRANTY FOR A VCT SOLUTION.

## 7.3. **VCF Solutions:**

7.3.1 **VCF Devices.** Subject to the exclusions in Section 7.4 below, VCN warrants that, for the applicable Service Term and during Customer's continuous subscription (the "Warranty Period"), the Devices will be free from defects in materials and workmanship and will substantially conform to the specifications for such Devices. If a VCF Device is defective within the Warranty Period, VCF will repair or replace it within a reasonable period using components or replacements that are new, or equivalent to new in accordance with industry standards and practice. Customer will provide VCF or its designated representatives reasonable access to Vehicles to effect such repairs or replacements.

7.3.2 **VCF Asset Tracker Devices.** (a) Subject to the limitations contained herein, VCN warrants that, for the applicable Service Term, the VCF Asset Tracker Devices will be free from defects in materials and workmanship and will substantially conform to the specifications for such VCF Asset Tracker Devices. If the VCF Asset Tracker Devices is defective within

the Warranty Period, VCN will repair or replace them within a reasonable period using components or replacements that are new, or equivalent to new in accordance with industry standards and practice. Customer will provide VCN or its designated representatives reasonable access to Vehicles to effect such repairs or replacements. (b) Battery-Powered VCF Asset Tracker Devices. Customer acknowledges and agrees that (i) Customer shall be solely responsible for replacing and installing any depleted batteries required to operate the Battery-Powered VCF Asset Tracker Devices ordered by Customer under the Agreement and that VCN's warranty obligations set forth in Section 7.3.1 above shall not apply to any such depleted batteries for any reason; (ii) Customer is solely responsible for keeping track of the remaining expected life of such batteries, and ordering replacement batteries from VCN in a timely manner to ensure uninterrupted receipt of the applicable VCN Services; and (iii) VCN shall not be liable for any loss or damage whatsoever in connection with the Self-install of such batteries, including without limitation if VCF Asset Tracker Devices or Services should be unable to function properly, unless such damage has been caused by the negligent act or omission of VCN. VCN shall not be liable to Customer for any loss or damage whether resulting directly or indirectly from the unavailability of any of the Services, degradation of the accuracy of the information, or the failure of Equipment as a result of any depleted batteries. Subject to the limitations contained in this section, for the avoidance of doubt VCN warrants that for the duration of the applicable Service Term, battery-powered asset-tracking Equipment, including the related batteries, will be free from defects in materials and workmanship and will substantially conform to the specifications of such Equipment.

**7.3.3 THE ABOVE REMEDY ARE SUBJECT TO THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTIONS 7.4 AND 8 BELOW AND SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SHALL BE IN LIEU OF ANY OTHER REMEDY AVAILABLE TO THE CUSTOMER AT LAW OR IN EQUITY IN RESPECT OF ANY DEFECTIVE VCF DEVICES.**

#### **7.4 EXCLUSIONS:**

**7.4.1 VCN Solutions:** The Limited Warranty for VCN Solutions do not include repair, replacement or correction of any defect, damage or malfunctions caused by: (a) installation not performed by VCN or its authorized subcontractors and/or failure to properly install the VCN Devices as described in the VCN installation guides (for clarification, the applicable warranty shall apply except to the extent any defect, damage or malfunctions were caused by improper self-installation); (b) accident, negligence, theft, vandalism, operator error, misuse or acts of God; (c) failure of the facilities Customer uses to access the VCN Website or failure to conform to VCN specifications; (d) modifications, attachments, repairs or unauthorized parts replacements performed by Customer or any third party not authorized by VCN; or (e) use by Customer of hardware or software not provided or approved by VCN. Customer will be responsible for the cost of any support services provided by VCN resulting from any of the foregoing.

**7.4.2 VCT Solutions:** The Limited Warranty for VCT Solutions does not cover any VCT Device which: (i) has been repaired, disassembled, reverse engineered, decompiled, adjusted, altered, or modified in any way so as in the judgement of VCN, or its supplier to affect its stability and reliability; (ii) has an accessory purchased from any entity other than VCN installed thereon; (iii) has been subject to misuse, abuse, negligence, accident, incorrect installation (unless installed by VCN, VCT, or a Service Partner), or improper storage, maintenance, or operation; (iv) has had software installed on it by a party other than the original manufacturer, VCN, or Service Partner;

(v) has been subjected to operating or environmental conditions that deviate from the VCT Device's specifications; (vi) has been damaged due to acts of God; (vii) has been damaged due to service performed by an unauthorized entity; or (viii) has its serial number defaced, altered, or removed. The Limited Warranty for VCT Solutions does not extend to Map Data. Nothing will be construed as providing or intending to provide the Limited Warranty to a third party. The Limited Warranty will not apply if Customer has more than one On-Board Diagnostic System II device connected to an On-Board Diagnostic System port at a time. The Limited Warranty does not extend to any accessories (e.g. panic switch, ID button, cables, and other accessories purchased for use with location tracking units) or tablets, except that VCN will pass on to Customer any manufacturer warranty made available by manufacturer, if applicable. VCN does not warrant installations during any period (a) against abuse, misuse, modification, or unintended use; or (b) an installation which results in covering or otherwise concealing an antenna.

**7.4.3 VCF Solutions:** Under no circumstances shall VCN be liable to Customer or any third party for loss of use of any Vehicle when the VCF Devices is being repaired or replaced or for any indirect or consequential loss. VCF's obligation to repair or replace defective VCF Devices pursuant to Section 7.3 above does not apply to malfunctions resulting from: (i) damage caused by incorrect installation, use, modification or repair by any unauthorized third party or by the Customer or its representative, (ii) misuse or abuse to any element of the system or component thereof, (iii) damage caused by Customer, its agents, representatives or any third party outside VCF's control, or (iv) damage caused by the connection of the VCF Device to any third party products or software provided by the Customer.

**7.4.4 VCF Embedded Hardware:** VCN takes no responsibility for and gives no warranties, guarantees or representations with respect to VCF Embedded Hardware and shall therefore not be responsible or liable for any loss or damage whatsoever in connection with VCF Embedded Hardware. This limitation includes the failure of Verizon Connect Services to function properly, unless such damage has been caused by the negligent act or omission of VCN. Customer shall be responsible for the maintenance of VCF Embedded Hardware.

**7.4.5 Replacement Devices Not Covered by Warranty:** If the Device and/or accessory is not eligible to be replaced at no charge pursuant to the warranty terms specified above, Customer will be charged the price specified in pricing information for any replacement Device and/or accessory shipped to Customer and Customer shall submit an Order for such replacement Device and/or accessory.

## 8. **DISCLAIMER OF WARRANTIES**

EXCEPT FOR THE LIMITED DEVICE AND INSTALLATION WARRANTY SET FORTH IN SECTION 7.1 ABOVE, NEITHER VCN NOR ITS AFFILIATES NOR THEIR SUPPLIERS MAKES ANY WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES, THE INSTALLATION SERVICES AND THE VERIZON CONNECT SERVICES, INCLUDING MAPPING INFORMATION, MAP DATA, COLLECTED DATA, ALERTS, REPORTS (SUCH AS HOURS OF SERVICE REPORTS), QUALITY, RELIABILITY, OR ACCURACY THEREOF. THE DEVICES AND VERIZON CONNECT SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS BASIS". TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. VCN AND

ITS AFFILIATES DO NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, MAP DATA AND OTHER CONTENT FROM VCN OR ITS AFFILIATES TO CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY OR COMPLETE OR MEET THE CUSTOMER'S REQUIREMENTS. VCN AND ITS AFFILIATES MAKES NO WARRANTIES OF ANY KIND, AND HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WITH RESPECT TO THE CONTENT OF ANY THIRD PARTY INFORMATION WHICH IT MAY MAKE AVAILABLE TO THE CUSTOMER IN THE COURSE OF PROVIDING ONE OR MORE OF THE VERIZON CONNECT SERVICES. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY VCN OR ITS AFFILIATES WILL CREATE A WARRANTY, AND CUSTOMER IS NOT ENTITLED TO, AND WILL NOT, RELY ON ANY SUCH ADVICE OR INFORMATION.

## 9. FEES AND INVOICING TERMS – VCN SOLUTIONS & VCT SOLUTIONS

9.1. **FOR VCN SOLUTIONS:** Unless otherwise provided in an Accepted Order Form, or by written agreement between VCN and Customer:

9.1.1 **Unbundled Devices and Accessories:** Purchase prices and shipping fees are invoiced upon delivery of the VCN Device and/or accessory, as applicable, to the common carrier for shipment to Customer.

9.1.2 **Unbundled VCN Service:** The applicable VCN Services fee associated with a Device begins at the time of activation of the Device and is invoiced monthly in arrears.

9.1.3 **VCN Bundled Devices and Services:** The monthly bundled rate for a VCN Device and VCN Service (includes Device, applicable accessory, VCN Services and ground shipping) is invoiced monthly and begins on the first of the month following the month in which the Device is shipped. Customer acknowledges that depending on the timing of the installation scheduling, invoicing for this VCN bundled Device and VCN Service may begin prior to the Device's installation and the start of the VCN Service. Once the VCN Service provided as part of the VCN bundled offering has started, the monthly bundled rate for a VCN Device and VCN Service shall be invoiced monthly in advance (e.g., the May 1 invoice shall cover the May 1-31 service period).

9.1.4 **Device Installation Fee:** If applicable, the Device installation fee is invoiced one-time upon completion of the Installation Services. However, if the Limited Lifetime Warranty is purchased for a VCN Solution, then the monthly installation fee is invoiced upon applicable Device activation.

9.2. **FOR VCT SOLUTIONS:** Notwithstanding that VCN is the holder of this Sourcewell Contract #020221-NWF, the parties expressly agree that VCT (a VCN affiliate) will directly invoice Customer for all Fees associated with VCT Solutions pursuant to the terms of this Section 9 and as follows:

(a) for each Customer that places its first Accepted Order Form for any Verizon Connect Services after the August 4, 2020 revision date of this Exhibit C-1 (a "**New Customer**"), VCT will directly invoice New Customers for VCT Solutions as described in this Section 9 (excluding Section 9.1).

(b) for Customers that have purchased any Verizon Connect Services prior to the August 4,



2020 revision date of this Exhibit C-1 ("**Existing Customers**"), VCN will continue to invoice Existing Customers based on the previously applicable invoicing terms. For each Existing Customer that agrees in writing to direct invoicing by VCT, VCT will begin directly invoicing Existing Customers on or after September 1, 2020 for VCT Solutions being delivered under all active Accepted Orders Forms and any issued after this Exhibit C-1 becomes effective.

Unless otherwise provided in a written agreement between VCN and Customer:

**9.2.1 Unbundled Devices and Accessories:** Purchase prices and shipping fees are invoiced upon shipment of the VCT Device and/or accessory, as applicable, to the common carrier for shipment to Customer.

**9.2.2 Unbundled VCT Service:** Fees for VCT Services that require products from VCT will begin the first day of the month following the earlier of: (a) installation of each product included on a purchase order or (b) one hundred twenty (120) days following the Order Effective Date. Fees for the Services that do not require product from VCT will begin the first day of the month following thirty (30) days from Order Effective Date or activation of the OEM data feed. The invoice will be monthly in arrears.

**9.2.3. Device Installation Fee:** If applicable, the Device installation fee is invoiced one-time upon completion of the Installation Services.

9.3 Customer will be invoiced monthly in accordance with the terms set forth in this Section 9. If Customer has elected to enter into an Authorization Agreement, payment of all fees will be made automatically via credit or debit card or ACH on the invoice date. Customer is responsible for providing updated payment authorizations if payment information changes and failure to do so may result in a suspension or termination of unpaid VCN Service or VCT Service.

9.4. All other Fees are due and payable as set forth in the Accepted Order Form.

9.5. Fees do not include applicable taxes and surcharges. VCN may charge, and Customer agrees to be responsible for, and pay at the same time as Fees are paid, applicable state and local sales taxes and other government mandated fees in connection with the sale of the VCN Solutions and VCT Solutions unless Customer has provided satisfactory certificates or other evidence of exemption.

9.6. Customer understands and agrees that the VCN Website contains functionality that allows Customer to make changes to Customer's account, including changes by Customer which may affect the monthly charges for the applicable Verizon Connect Services or other fees payable to VCN. Customer shall be responsible for all charges resulting from Customer's actions initiated through Customer's access to the VCN Website.

## 10. FEES AND INVOICING TERMS FOR VCF SOLUTIONS

10.1. Notwithstanding that VCN is the holder of Sourcewell Contract #020221-NWF, the parties expressly agree that VCF (a VCN affiliate) may directly invoice Customer for all Fees associated with VCF Solutions.

10.2. Unless otherwise provided in a written agreement between VCN and Customer:



**10.2.1 Unbundled Devices and Accessories:** Purchase prices and shipping fees are invoiced on the first day following the month of the delivery of the VCF Device and/or accessory, as applicable, to the common carrier for shipment to Customer.

**10.2.2 Unbundled VCF Service:** The applicable VCF Services fee associated with a Device begins at the time of VCF Service is activated and is invoiced either monthly in arrears or annually in advance (e.g., the May 1 invoice shall cover the May 1-April 30 service period).

**10.2.3 Embedded Hardware:** Commencement of the Service Term and billing term for all Verizon Connect Services ordered shall be at the earlier of (i) activation of the Embedded Hardware by the original Vehicle manufacturer, or (ii) 30 days from the execution of an applicable Services Order Form.

**10.2.4 VCF Bundled Devices and VCF Services (other than VCF Bundled Self-Installed Devices and VCF Services):** The monthly bundled rate for a VCF Device and VCF Services (includes VCF Device, applicable accessory, VCF Services, initial Installation Service, and ground shipping) is invoiced monthly on the first of the month following the month of the VCF Bundle Start Date if Customer elects to be invoiced monthly. If Customer elects to be invoiced annually, the monthly bundled rate for twelve (12) months is invoiced as a lump sum on the first of the month following the month of the VCF Bundle Start Date. The “**VCF Bundle Start Date**” is the earlier of (i) completion of the associated VCF Device installation; or (ii) the passage of ninety (90) days after the date of the Accepted Order Form regardless whether VCF has shipped the associated VCF Device. Fees begin on the VCF Bundle Start Date.

**10.2.5 VCF Bundled Self-Install Devices and VCF Services:** For those VCF Bundled Devices and VCF Services that are Self-Installed (“VCF Bundled Self-Installed Devices and Services”) as part of a VCF Solution (such as Non-Powered Asset Tracking units), the monthly bundled rate for a VCF Bundled Self-Installed Devices and Services is invoiced monthly on the first of the month following the month of the VCF Self-Install Bundle Start Date if Customer elects to be invoiced monthly. If Customer elects to be invoiced annually, the monthly bundled rate for twelve (12) months is invoiced as a lump sum on the first of the month following the month of the VCF Self-Install Bundle Start Date. The “**VCF Self-Install Bundle Start Date**” is the earlier of (i) completion of the associated VCF Device installation; or (ii) the passage of ninety (90) days after the date of shipment. Fees begin on the VCF Bundle Start Date.

**10.2.6 Device Installation Fee:** If applicable, the Device installation fee is invoiced one-time upon completion of the Installation Services. For VCF Solutions, future de-installs, or reinstalls (or combined de-installs and reinstalls completed at the same time) will be billed at \$80 per Vehicle. Additional charges may apply if there are multiple installation locations or if more than one visit is necessary to complete the Installation Service. Customer may not transfer its monthly Subscription price to a lower monthly Subscription price after completion of the Installation Service.

10.3. All other Fees are due and payable as set forth in the Accepted Order Form.

10.4. Fees do not include applicable taxes and surcharges. VCF may charge, and Customer agrees to be responsible for, and pay at the same time as Fees are paid, applicable state and local sales taxes

and other government mandated fees in connection with the sale of the VCF Solutions unless Customer has provided satisfactory certificates or other evidence of exemption.

## 11. TERM, SUSPENSION AND TERMINATION

11.1. **Agreement Term:** As related to each Accepted Order Form, the initial Agreement Term shall be for the term specified on the Accepted Order Form. Upon expiration of the initial Agreement Term, this Agreement will automatically renew for one-month periods until either party elects to terminate by providing written notice to the other party, or the Agreement is otherwise terminated, as set forth herein.

### 11.2. Service Term:

11.2.1 **For VCN Solutions & VCT Solutions.** The Service Term associated with each Device begins: (a) for non-bundled Devices upon activation; or (b) for bundled Devices upon the date on which the bundled Device is shipped. When the Service Term set forth in the Accepted Order Form expires, the Service Term shall continue on a month-to-month basis. Unless otherwise specified in the Accepted Order Form, the Service Term for add-on features shall be coterminous with the Service Term for the base Vehicle tracking units to which the add-on features apply.

11.2.2 **For VCF Solutions.** The Service Term for each Accepted Order Form shall be in effect for the period as specifically set forth on the Accepted Order Form. Unless otherwise specified in the Accepted Order Form, the Service Term for add-on features shall be coterminous with the Service Term for the base Vehicle tracking units to which the add-on features apply.

11.3. **Termination:** Either party may terminate its obligations pursuant to an Accepted Order Form by giving written notice to the other party: (a) immediately if the other party breaches its obligations under an Accepted Order Form or this Agreement and fails to cure such breach within ten (10) days after receipt of notice for payment breach or within thirty (30) days after receipt of notice for all other types of breaches (or such later date as may be specified in the notice); or (b) without cause with sixty (60) days' advance written notice, which may be subject to termination fees as set forth herein. If notice of breach is sent by VCN, during the notice or cure period VCN may suspend Customer's access to and use of the applicable Verizon Connect Services with respect to all Customer Devices, without incurring any liability whatsoever, until the breach is cured, and Customer shall remain liable for all applicable Fees while access and use are suspended.

11.4. VCN may terminate its obligations pursuant to an Accepted Order Form immediately and without limiting its other rights or remedies available at law or in equity if Customer breaches its obligations under an Accepted Order Form or this Agreement and was sent a prior notice of breach during the preceding twelve (12) months, such termination to be effective on the date specified in the notice or the date of the notice, if no effective date is specified.

### 11.5. Termination Fees:

11.5.1 **For VCN Devices.** VCN will charge an early termination fee for VCN Devices terminated by VCN pursuant to Section 11.3(a) or 11.4 above, or terminated by Customer pursuant to Section 11.3(b) above prior to the VCN Device being activated for at least the length of its applicable Device Contract Term in the amount of: (a) Ten Dollars (\$10.00) per month for each bundled Device (other than for a bundled Expressfleet Device) for the remainder of the Device Contract

Term, or (b) Five Dollars (\$5.00) per month for each bundled Expressfleet Device for the remainder of the Device Contract Term.

11.5.2 **For VCF Devices.** VCF may charge, in its sole discretion, a Device recovery fee in the event Customer terminates the VCF Subscription and such termination is effective prior to the end of the initial 12-month period following delivery of the affected VCF Device. VCF may charge a one-time Device recovery fee in the amount of: (a) Fifty Dollars (\$50.00) for a Vehicle Tracking Hardware Device, (b) Fifty Dollars (\$50.00) for an Asset Trackers, or (c) One Hundred Seventy-Five Dollars \$175.00 for a Video Road Facing AI Camera or a Dual Video AI Camera.

11.6. If the obligations of either party pursuant to an Accepted Order Form are terminated for any reason in accordance with this Section 11 or any other reason, the Verizon Connect Services will terminate effective as of the date of the termination, Customer will pay to VCN any Fees for Devices received or Verizon Connect Services provided prior to the effective date of the termination and otherwise payable hereunder, and the parties' respective rights and obligations under Sections 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, and 20 of this Agreement will survive.

## 12. **INDEMNIFICATION**

12.1. The party seeking indemnification pursuant to the associated Sourcewell Contract #020221-NWF shall: (a) provide the other party with prompt written notice of the claim; (b) allow the indemnifying party to control the defense and settlement of the claim, provided, however, that the indemnifying party shall not agree to any injunctive relief or settlement that obligates the indemnified party to perform any obligation make an admission of guilt, fault or culpability or incur any expense, without such indemnified party's prior written consent, which shall not be unreasonably withheld, delayed or conditioned; (c) have the right to obtain its own counsel at its own expense; and (d) provide reasonable cooperation to the indemnifying party.

## 13. **LIMITATION OF LIABILITY**

13.1. NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS OR LOST DATA, EVEN IF THAT PARTY IS INFORMED THAT THOSE DAMAGES MAY OCCUR. VCN'S CUMULATIVE LIABILITY UNDER ANY LEGAL THEORY SHALL NOT EXCEED THE AMOUNT PAID TO VCN UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRIOR TO THE DATE THE LIABILITY ACCRUES FOR A CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY OF EITHER PARTY ARISING UNDER SECTION 12 (INDEMNIFICATION), SECTION 14 (CONFIDENTIALITY) AND/OR SECTION 15 (PROPRIETARY RIGHTS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THOSE PARTICULAR LIMITATIONS MAY NOT APPLY TO YOU.

13.2. WITHOUT LIMITING THE FOREGOING, UNLESS DIRECTLY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF VCN, VCN IS NOT RESPONSIBLE FOR LIABILITIES OF ANY KIND RESULTING FROM DELAYS IN DELIVERY, INSTALLATION OR PROVIDING VCN OR OTHER SERVICES, REGARDLESS OF THE CAUSE OF THE DELAY. CUSTOMER UNDERSTANDS AND AGREES THAT VCN CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND THAT THEY SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM

AN ALLEGED OR ACTUAL LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE VCN SERVICES.

13.3. CUSTOMER UNDERSTANDS AND AGREES THAT: (a) THE DEVICE IS A WIRELESS DEVICE AND THAT THE VERIZON CONNECT SERVICES WORK BY USING WIRELESS COMMUNICATIONS NETWORKS TO CONNECT THE DEVICES WITH DATA CENTER(S) AND BY USING GPS (GLOBAL POSITIONING SYSTEM) TO DETERMINE A VEHICLE'S LOCATION; (b) THE VERIZON CONNECT SERVICES WILL NOT OPERATE UNLESS A VEHICLE IS IN AN AREA THAT HAS ADEQUATE WIRELESS COMMUNICATIONS COVERAGE AND, EVEN IF A VEHICLE IS IN SUCH AREA, THE VERIZON CONNECT SERVICES ARE SUBJECT TO WIRELESS SERVICE NETWORK AND TRANSMISSION LIMITATIONS AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC CONDITIONS, OR OTHER THINGS THAT VCN DOES NOT CONTROL; AND (C) INFORMATION ABOUT A VEHICLE'S LOCATION WILL NOT BE AVAILABLE UNLESS THE DEVICE IN THE VEHICLE IS ABLE TO RECEIVE GPS SIGNALS.

#### 14. **CONFIDENTIALITY**

14.1. Each party as a Receiving Party will protect Confidential Information of the Disclosing Party against any unauthorized use or disclosure to the same extent that the Receiving Party protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will Receiving Party use less than a reasonable standard of care to protect such Confidential Information. The Receiving Party will not use or disclose any Confidential Information of the Disclosing Party for any purpose other than as: (a) reasonably necessary to perform its obligations under this Agreement; (b) expressly permitted by this Agreement; (c) required by applicable law (provided that the Receiving Party shall notify the Disclosing Party of such required disclosure promptly and cooperate with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit such required disclosure); or (d) consented to in writing by the Disclosing Party.

14.2. The parties further agree that any obligations to protect Confidential Information set forth herein shall survive termination of this Agreement for a period of three (3) years from the termination of this Agreement, except that as to any Confidential Information deemed a "trade secret" under applicable law, such obligations shall continue for so long as such information is deemed a trade secret.

14.3. The provisions of this Section 14 are necessary for the protection of the business and goodwill of the Disclosing Party and are considered by the Receiving Party to be reasonable for such purpose. The Receiving Party agrees that any breach of these provisions may cause the Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Disclosing Party shall have the right to seek specific performance and other injunctive and equitable relief.

#### 15. **PROPRIETARY RIGHTS**

15.1. Customer acknowledges and agrees that the Devices and the Verizon Connect Services (including the components incorporated therein, such as hardware, software, data, websites and services) may include proprietary information and know-how, techniques, algorithms, processes, patent, copyright, trademark, service mark, trade secrets, or other intellectual property that are protected by and subject to intellectual property rights (collectively "**Proprietary Rights**") of VCN, its affiliates or the Service Partners (including, with respect to the VCN Website, materials that may be proprietary to Tele

Atlas or its suppliers), and that VCN, its affiliates and/or the Service Partners retain title to and ownership of those Proprietary Rights and any and all improvements, modifications, fixes or enhancements made by or for VCN, its affiliates and/or the Service Partners to any aspect of the Verizon Connect Services (including the Devices), regardless of whether such items or services are created or suggested by Customer.

15.2. Customer will not copy, modify, reverse-engineer, disassemble, translate, convert or decompile any software or firmware included in any Verizon Connect Services, or otherwise provided to Customer by or on behalf of VCN, and will not disclose such software or provide access to the Devices, such software or any Verizon Connect Services to any third party for such a purpose.

15.3. Customer agrees that with respect to Verizon Connect Services, it shall not, nor shall it permit any third party to (a) assign, transfer, lease, rent, sell, distribute or import such Verizon Connect Services to any third party; (b) except with the express written consent of VCN, combine, embed or incorporate the Verizon Connect Services into any other product or service other than any Customer-owned or developed interface for purposes of receiving the data feed delivered from the Devices; (c) remove or alter any proprietary notices in the Verizon Connect Services; (d) use the Verizon Connect Services in connection with the transmission, sale, license, or delivery of any infringing, competitive, defamatory, offensive, or illegal products, services, or materials; (e) use the Verizon Connect Services in any manner that threatens the integrity, performance, or availability of the Verizon Connect Service; or (f) use the Verizon Connect Service in any manner that violates local, state or federal laws, regulations or orders.

## 16. **MODIFICATIONS; WEBSITE MAINTENANCE**

16.1. VCN and its affiliates may alter or modify all or part of the Devices, the Verizon Connect Services and/or associated websites from time to time; provided that such alterations or modifications shall not materially adversely affect the intended use of the Verizon Connect Services. Subject to the foregoing, such alterations and modifications, or both, may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. If such alterations or modifications in fact materially adversely affect such intended use, Customer may, as its sole and exclusive rights and remedy, elect to terminate this Agreement on thirty (30) days written notice to VCN. VCN reserves the right to perform scheduled maintenance for the Verizon Connect Services and its associated website(s) from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve unavailability of the Verizon Connect Services and/or its associated website(s).

## 17. **DATA**

17.1. **Collected Data:** In the course of providing the Verizon Connect Services, VCN or its affiliates may receive or collect spatial data or data relating to the Vehicles, mobile objects, devices, locations, employees, contractors, suppliers, and/or customers of Customer, including but not limited to, vehicle identification number (VIN), GPS location, vehicle speed, acceleration, vehicle diagnostics information, tracking data, rate of travel, ignition on/off, idle time, number of stops, names and ID numbers of employees, addresses of customers, and other similar information ("**Collected Data**"). Customer represents and warrants that it has all necessary rights and authority with respect to the Collected Data. The collection, amalgamation, manipulation or recording of Collected Data may give rise to intellectual property rights including database rights, copyrights, rights in know-how and confidential information, design rights and other similar rights anywhere in the world ("**Vehicle IP**"). Customer acknowledges and



agrees that as between Customer and VCN, VCN owns all Collected Data and Vehicle IP, including all rights in and to such Collected Data and Vehicle IP, and Customer hereby assigns for good and valuable consideration (the receipt of which is hereby acknowledged by Customer) any rights it may have in any current and future Collected Data and Vehicle IP. Customer has the right to use any Collected Data and Vehicle IP provided to Customer as part of the Verizon Connect Services for its own internal business purposes.

17.2. **Video Content:** Collected Data shall not include any content recorded by cameras associated with the Integrated Video service ("**Video Content**"), nor any content recorded by audio devices associated with the Integrated Video service ("**Audio Content**"). The Video and Audio Content shall be owned by Customer, including all rights in and to such Video and Audio Content. Without limiting the generality of the foregoing, Customer acknowledges and agrees that VCN may review, analyze, manipulate, copy and modify the Video and Audio Content. VCN may also distribute reports, analyses and data based upon the Video and Audio Content; provided, however, that VCN agrees that it shall not disclose to any third parties any Video and Audio Content that specifically identifies Customer, or any of the drivers of Customer's Vehicles without Customer's prior written consent. The parties agree that the foregoing restriction shall not apply to disclosures of Video or Audio Content that are (i) required by law or in response to a request from law enforcement authorities, (ii) made in connection with a subpoena or other similar demand, (iii) made in connection with a contemplated merger, acquisition or similar transaction, (iv) made to VCN's affiliates or related companies, and/or (v) made to Service Partners for delivering services on behalf of VCN.

17.3. **Use of Collected Data:** Customer agrees that during and after termination of the Verizon Connect Services, (i) VCN may retain and use Collected Data for purposes of providing the Verizon Connect Services, and conducting research and development; (ii) VCN may share Collected Data with its affiliates, providers of Third Party Services and other third-parties providing services to VCN and its affiliates, subject to the obligation of confidentiality; (iii) VCN and its affiliates may disclose Collected Data if required under applicable law, regulation or court order; and (iv) VCN and its affiliates may use and share with third parties any Collected Data in aggregated or de-identified form such that the source of the Collected Data cannot be identified or that is publicly available without any restriction. Customer acknowledges that Collected Data may be commercially exploited by or on behalf of VCN and its affiliates for commercial marketing purposes, subject to the permissions and restrictions set forth above and in this Agreement, and in Verizon's Privacy Policy (available at [www.verizon.com/privacy](http://www.verizon.com/privacy)). If Customer has provided consent, VCN may continue to receive and collect the Collected Data after the termination of the Verizon Connect Services for purposes of facilitating API Data Services, including Third Party Services (defined in Section 1 above), that are requested by Customer.

## 18. **SERVICE PARTNERS**

Nothing set forth in an Accepted Order Form or in this Agreement gives Customer any specific rights with respect to, nor does it create a contract between Customer and the Service Partners. The Service Partners have no legal, equitable or other liability of any kind to Customer, and Customer hereby waives any and all claims or demands therefore. Customer is not a third-party beneficiary of any agreement between or among VCN and the Service Partners, but the Service Partners are intended third party beneficiaries of this Agreement, and the protections set forth in this Agreement, including, among other things, the disclaimers of warranties, limitations of liability, and indemnification provisions, do apply to the Service Partners.

## 19. **EXPORT CONTROL**



Customer understands and agrees that: (a) the software used in connection with the Service is controlled by U.S. export control laws; (b) further transfer or export of the software may be subject to U.S. export control laws or similar laws of other countries; (c) Customer will abide by such laws; and (d) Customer will not re-export or divert the software to a country or activity in contravention of U.S. law. Customer represents and warrant that Customer is not, nor does Customer anticipate being, listed on any U.S. Government, United Nations or other country's prohibited parties list (including, but not limited to the U.S. Department of Commerce Denied Persons List or Entity List and the U.S. Treasury Department's Specially Designated Nationals, Terrorists or Narcotics Traffickers List).

## 20. GENERAL

20.1. No amendment, change, modification or waiver to any provision of any Accepted Order Form or this Agreement will be binding unless signed by an authorized representative of each party.

20.2. The provisions of an Accepted Order Form, including without limitation, this Agreement, and any action related thereto will be governed and interpreted under the laws of the State of Delaware without giving effect to any conflicts of law principles to the contrary.

20.3. EACH PART OF THIS AGREEMENT THAT LIMITS LIABILITY, DISCLAIMS WARRANTIES OR GUARANTEES, OR EXCLUDES DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED IN SUCH MANNER. IF ANY REMEDY FAILS TO FULFILL ITS ESSENTIAL PURPOSE, THE LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES REMAIN IN EFFECT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

20.4. Except as otherwise expressly permitted in this Agreement, each party must deliver all notices or other communications required or permitted under an Accepted Order Form or this Agreement to the other party, in the case of VCN to Verizon Connect, One Verizon Way, Basking Ridge, New Jersey 07920, Attention: Legal Department; and in the case of Customer at the address listed on the signature page of the Accepted Order Form, by courier, by certified or registered mail (postage prepaid and return receipt requested), electronically with proof of receipt, or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.

20.5. Customer may not assign, sublease, sublicense or in any way transfer or assign any of its rights and obligations under this Agreement without VCN's prior written consent, including by operation of law, change of control, merger or otherwise.

20.6. This Agreement, together with any Accepted Order Form and any documents or policies referred to herein or in an Accepted Order Form, constitutes the entire agreement between Customer and VCN with respect to the Verizon Connect Services and all related hardware, software and service components. The aforementioned shall prevail over all prior or contemporaneous oral and written communications or agreements between Customer and VCN. In the event of any conflict or inconsistency between the provisions of this Agreement, an Accepted Order Form, or any documents or policies referred to herein or in an Accepted Order Form, the parties agree that any such conflict or inconsistency shall be resolved first in favor of an Accepted Order Form, and next in favor of this Agreement. VCN will not be bound by,

and specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement or an Accepted Order Form which is proffered by Customer in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise, unless VCN specifically agrees in writing.

20.7. Any waiver or failure to enforce any provision of this Agreement or an Accepted Order Form on one occasion will not be deemed a waiver of any such provision or any other provision on any other occasion.

20.8. In any arbitration, mediation or other legal action or proceeding to enforce any right or remedy under an Accepted Order Form or this Agreement, the prevailing party will be entitled to recover, in addition to any other relief to which it may be entitled, its reasonable attorneys' fees and other costs incurred in that action or proceeding.

20.9. If any provision of an Accepted Order Form or this Agreement is held by a court of competent jurisdiction to be unenforceable, the enforceability of the remaining provisions of the Accepted Order Form and this Agreement will not be affected and the unenforceable provision will be deemed modified such that it is enforceable and accomplishes the intention of the parties to the fullest extent possible.

20.10. Customer agrees that the Verizon Connect Services may be provided by, and all related information (including Collected Data) accessed and/or stored by, resources located within and outside the United States and consents to such performance of services, including access and storage of information, from outside the United States.

21. **ORDER OF PRECEDENCE:** In the event of a conflict between provisions, the following order of precedence applies: (1) these additional terms and conditions as included in this Exhibit C-1; (2) VCN's proposal; (3) the RFP; and (4) documents attached to or incorporated by reference in the RFP.