

**MASTER AGREEMENT #102924****CATEGORY: Fleet Management Technologies with Related Software Solutions****SUPPLIER: Verizon Connect Fleet USA LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Verizon Connect Fleet USA LLC, 5055 North Point Pkwy., Alpharetta, GA 30022 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction. Supplier only offers the included Solutions to Participating Entities located within the United States.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity located within the United States. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate

its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on [date], unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #102924 to Participating Entities. In Scope solutions include:
 - a. Fleet management information systems;
 - b. Fleet technology related hardware solutions;
 - c. Related software solutions;
 - d. Fleet telematics;
 - e. Geofencing solutions;
 - f. Motor pool and fleet sharing solutions services;
 - g. Integrated video solutions; and,
 - h. Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier 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. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **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. Supplier 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.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier 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.

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **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.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.
-

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") subject to compliance with Supplier policies and guidelines as determined by Supplier in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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 suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **Commercial General Liability Insurance.** Supplier 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. At a minimum, coverage must include coverage for premises, operations, bodily injury and property damage, independent contractors, products-completed operations, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Upon execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Within fifteen (15) days of the expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by an authorized representative of the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to include Sourcewell, including its officers, and employees, as additional insureds as their interest may appear under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(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.** Supplier waives 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 insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

**Article 3:
Supplier Obligations to Participating Entities**

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

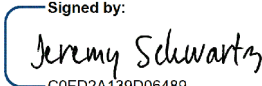
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating

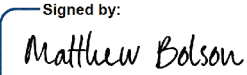
Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Verizon Connect Fleet USA LLC

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 4/21/2025 | 3:10 PM CDT

Signed by:

 26F6F6F3D9FA40B...
 By: _____
 Matthew Bolson
 Title: Vice President Sales
 Date: 4/21/2025 | 3:07 PM CDT

RFP 102924 - Fleet Management Technologies with Related Software Solutions

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: Tuesday September 10, 2024 15:19:20
Submitted On: Monday October 28, 2024 16:50:02
Submitted By: Marchand Clark-Hawkins
Email: marchand.clark-hawkins@verizonconnect.com
Transaction #: 4cc8318f-6d74-49fd-890c-7b20972c1045
Submitter's IP Address: 199.19.248.25

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

| Line Item | Question | Response * |
|-----------|---|---|
| 1 | Provide the legal name of the Proposer authorized to submit this Proposal. | Verizon Connect Fleet USA LLC |
| 2 | In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N. | Yes |
| 3 | Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell). | N/A |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | 5HU31 |
| 5 | Provide your NAICS code applicable to Solutions proposed. | 518210 |
| 6 | Proposer Physical Address: | 5055 North Point Pkwy Alpharetta, GA 30022 |
| 7 | Proposer website address (or addresses): | verizonconnect.com |
| 8 | 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): | Matthew Bolson Vice President, Sales One Verizon Way Basking Ridge, NJ USA 07920 matthew.bolson@verizonconnect.com (732) 320-7136 |
| 9 | Proposer’s primary contact for this proposal (name, title, address, email address & phone): | Marchand Clark-Hawkins Senior Contract Manager - Contract Management 9868 Scranton Road, San Diego, CA 92121 marchand.clark-hawkins@verizonconnect.com (858) 401-3103 |
| 10 | Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone): | Ilyas Karzai Director, Sales 9868 Scranton Road, San Diego, CA 92121 ilyas.karzai@verizonconnect.com (702) 271-2113 |

Table 2A: Financial Viability and Marketplace Success (50 Points)

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

| | | |
|----|---|---|
| 11 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions. | <p>Verizon has a long history of providing mission critical, secure solutions to federal, state, and local government agencies. Verizon's proven expertise in delivering wireless network and cybersecurity services enable government agencies to operate with confidence. Verizon is at the cutting edge of technology and will continue to work to support efficient government operations with technological advancement and innovation. 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 2,100 dedicated employees in 15 countries, we deliver leading mobile technology platforms and solutions.</p> <p>Our mission is straightforward To provide business owners, fleet managers and supporting staff with an easy-to-use platform that gives you the data you need to make decisions. Whether that's long-term planning for an enterprise, an emergency dispatch for a police fleet or finding a vehicle on a live map for a small business, our platform quickly delivers the metrics you need to move your fleet forward.</p> <p>Customer-focused solutions Verizon Connect has 20+ years of telematics experience, and our easy-to-use platform is continually being improved to meet our customers' needs.</p> <p>Backed by the Verizon network A dependable network is critical to getting accurate fleet data when you need it. You can trust that our software is backed by the fast, reliable network of Verizon, who is rated as a leader by Garner in managed IOT connectivity services worldwide.*</p> <p>One of the largest providers in the world Being big is a benefit when it comes to a technology partner. We have the support teams, research and development funding, and security backing to sustain a long-term plan and product road map for our customers.</p> <p>*Garner Magic Quadrant for Managed IoTConnectivity Services, Worldwide report. Published: January 2023.</p> |
| 12 | What are your company's expectations in the event of an award? | <p>Verizon Connect has benefitted greatly from our partnership with Sourcewell since 2011. Our expectations regarding award of this event will include our continued partnership in cooperation 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 continue to be positioned well to support the needs of government, educational and non-profit customers.</p> |
| 13 | 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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. | <p>Verizon Connect is a subsidiary of Verizon Communications, one of the world's largest providers of wireless communications services. Verizon's 2023 Annual Operating Revenue was \$134 Billion. Information regarding our financial solvency can be found within our Annual Reports and SEC filings via the provided URL:</p> <p>verizon.com/about/investors/financial-reporting</p> |
| 14 | What is your US market share for the Solutions that you are proposing? | <p>Verizon Connect's market share in North America is 10.1% as of 2023 per Berg Insights.</p> |
| 15 | What is your Canadian market share for the Solutions that you are proposing? | <p>Verizon Connect's market share in North America is 10.1% as of 2023 per Berg Insights.</p> |
| 16 | Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation. | <p>Verizon has not petitioned for bankruptcy protection.</p> |

| | | | |
|----|--|---|---|
| 17 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</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> | <p>Verizon Connect is a service provider of web-enabled, cloud-based telematic solutions. Our company is structured as a direct to customer organization. We have a network of subcontracting partners who assist us with the professional installation of telematics units.</p> | * |
| 18 | <p>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.</p> | <p>There are no required licenses or certifications.</p> | * |
| 19 | <p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p> | <p>Verizon Connect does not have any suspensions or debarment as of the time of this submission.</p> | * |
| 20 | <p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p> | <p>Verizon Connect provides award-winning and industry-defining solutions and services. We are a leader in market share and rank highest in innovation against the competition.</p> <p>We're honored to be recognized multiple times by many industry organizations, including:</p> <ul style="list-style-type: none"> • IoT Evolution Awards, Product of the Year Award, AI Dashcam, 2024 • AutoTech Breakthrough!, Driver Safety Solution of the Year Award, 2024 • Stevie Award, Company of the Year, American Business Awards, 2024, 2023, 2020 • Gold Globee Award for Technology and Asset Management for the Equipment Asset Tracker, 2024 • Gold Globee Award for American Business for our product innovation, 2024 • Gold Globee Award for Customer Excellence, 2024 • Excellence in Customer Service Award, Business Intelligence Group, 2024 • autoXreport Innovator Awards for EV Fleet Management Innovator, EV Suitability Tool, 2024 • The Golden Bridge Gold Award, Business and Innovation, 2024, 2023, 2020, 2019 • Gold Globee Award for Artificial Intelligence Solutions. AI Dashcam 2023 • CompassIntel Award 2023, Artificial Intelligence: Enterprise Solution 2023 • Gold Globee Award, AI as a Service, AI Dashcam IT World 2023 • ABI, Top Innovator 2022 • IoT Evolution Awards, Product of the Year Award, Verizon Connect Reveal, 2024 | * |
| 21 | <p>What percentage of your sales are to the governmental sector in the past three years?</p> | <p>9.60%</p> | * |
| 22 | <p>What percentage of your sales are to the education sector in the past three years?</p> | <p>1.10%</p> | * |

| | | |
|----|--|--|
| 23 | List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years? | <p>Verizon Connect currently provides pricing, terms and conditions under Sourcwell contract number 020221-NWF.</p> <p>https://www.sourcwell-mn.gov/cooperativepurchasing/02021-nwf</p> <p>The total annual sales for all cooperative purchasing contracts for the last three years, is as follows:</p> <p>\$33 million in 2023 \$20 million in 2022 \$11.5 million in 2021</p> <p>The states of Alaska, Delaware, and Utah have utilized our Sourcwell contract to enable internal state agencies, city, and counties to purchase directly from the contract. Sales numbers cannot be disclosed due to Verizon privacy policy.</p> |
| 24 | 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? | <p>Verizon Connect Fleet USA LLC holds GSA contract number 47QTC A22D00DD. Revenue over the past 3 years is \$4.7 million.</p> <p>The State of New Mexico ad State of New York Office of General Services both utilize our GSA contract to sell within their respective states but these sales numbers are confidential due to Verizon privacy policy.</p> |

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

| Entity Name * | Contact Name * | Phone Number * |
|-----------------------------------|----------------------|----------------|
| Utah Department of Transportation | Ryan S. Ferrin, P.E. | (801) 910-2562 |
| City of New Haven | Glen Oliwa | (203) 946-4913 |
| Lee County Sheriff's Office | Keith Ohsel | (334) 524-6726 |

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcwell 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 * |
|-----------|--|---|
| 26 | Sales force. | <p>Verizon Communications employs 133,200 professionals globally. Verizon Connect, a subsidiary to Verizon Communications employs 2,100 professionals in 15 countries. Within North America, Verizon Connect employs approximately 330 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> |
| 27 | Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods. | <p>Verizon Connect has recently stood up a reseller channel for Reveal. However, for our Government customers, sales are managed as direct to customer through our internal sales channels.</p> |

| | | | |
|----|---|--|---|
| 28 | Service force. | <p>Verizon Communications employs 133,200 professionals globally. Verizon Connect, a subsidiary to Verizon Communications employs 2100 professionals in 15 countries. Within North America, Verizon Connect employs approximately 175 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 identity, 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> | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | <p>Verizon Connect works with clients directly for all Sourcewell orders. Details of each order are worked on with our sales associates and the client to ensure the needed solution is agreed upon by both parties. We do not use distributors, dealers or other resellers for any of our current Sourcewell clients for ordering, nor is there a decision to do so for future contracts.</p> | * |
| 30 | 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 works with clients directly for all Sourcewell orders. Details of each order are worked on with our sales associates and the client to ensure the needed solution is agreed upon by both parties. We do not use distributors, dealers or other resellers for any of our current Sourcewell clients for ordering, nor is there a decision to do so for future contracts."Live customer support is available 24/7/365. Support is available via phone, live chat and My Account within the platform. Additional Help resources are available anytime within the platform to assist you with the tool. Our Customer Support Team provides you with the following support:</p> <ul style="list-style-type: none"> • Resolving or directing general inquiries • Assisting with 'how to' answers • Acting as the conduit for product enhancement suggestions • Reconfiguring firmware or units • Diagnosing units over-the-air (OTA) • Establishing potential fault within the unit • Scheduling an engineer visit when required, including placing service calls to remedy device issues or remove/re-install devices • Scheduling additional trainings • Diagnosing and triaging product-oriented issues through proprietary software to easily identify root causes and remediate issues quickly <p>Clients will have a defined escalation path in its unique customer playbook. Every support case received creates a support case in our CRM system with notification to our support team. All issues are tracked through to resolution by the initial support contact to provide updates and an ETA. Reveal's Customer Portal shows all open cases with their status, and comments can be added if needed.</p> <p>Our Customer Support response time goals include:</p> <ul style="list-style-type: none"> • Answer 80% of incoming calls within 30 seconds during normal business hours • Provide continued status updates every 24 to 48 hours or at a mutually agreed upon time | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities. | <p>"Verizon Connect is currently a provider of Sourcewell pricing to the government and public sector in the United States. The only limitations we would have in providing products and pricing under Sourcewell's pricing, terms and conditions would be those restrictions set upon us by our customers.</p> | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | <p>Our Reveal platform is fully supported in Canada.</p> | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement. | <p>There are no geographic areas in the United States or Canada that cannot be supported.</p> | * |
| 34 | Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this. | <p>Verizon Connect is able to fully support all government and public sectors.</p> | * |
| 35 | Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | <p>Verizon Connect is able to fully support all government and public sectors in Hawaii, Alaska and US Territories.</p> | * |

| | | | |
|----|---|---|---|
| 36 | Will Proposer extend terms of any awarded master agreement to nonprofit entities? | Verizon Connect is able to fully support all non-profit entities. | * |
|----|---|---|---|

Table 4: Marketing Plan (100 Points)

| Line Item | Question | Response * | |
|-----------|---|--|---|
| 37 | Describe your marketing strategy for promoting this 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 multichannel 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"> · Landing Page: verizonconnect.com/partner/sourcewell/ · Sales Collateral: Reveal for Government – Sourcewell brochure · Example press release: verizonconnect.com/company/news/verizon-connect-reveal-is-now-available-for-government-customers-through-sourcewell/ | * |
| 38 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>Verizon Connect utilizes advanced marketing technology, such as metadata and Google Analytics to support and optimize a strong keyword 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. Verizon Connect utilizes demand generation platforms like Demandbase and Marketo to support account based marketing initiatives that gears toward generating engagement from specific, target accounts, rather than marketing to the masses and waiting for hand raisers. Accounts showing intent signals or web activity get pushed into personalized email campaigns. For example, Facebook is utilized to reinforce and showcase the benefits 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 X (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.</p> | * |
| 39 | In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process? | <p>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.</p> | * |
| 40 | Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | <p>Verizon Connect does not support e-procurement of services.</p> | * |

Table 5A: Value-Added Attributes (100 Points)

| Line Item | Question | Response * | |
|-----------|----------|------------|--|
|-----------|----------|------------|--|

| | | |
|-----------|---|---|
| <p>41</p> | <p>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> | <p>Verizon Connect provides several methods for training. Specific training is available for managers, drivers and platform administrators. Methods of available training include:</p> <ol style="list-style-type: none"> 1) Classroom instructor-led training - Permits the best concentration and learning 2) Web-based instructor-led training - Up to 200 students may participate and attend from anywhere 3) Online self-paced training - Available 24/7 from anywhere users have an internet connection <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> |
| <p>42</p> | <p>Describe any technological advances that your proposed Solutions offer.</p> | <p>Clients recognize us for our ongoing updates and innovation. 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>We are proud of the market-leading enhancements we have brought to our customer so far in 2024, with even more to come out before year's end:</p> <ul style="list-style-type: none"> • Enhanced OCM data with new and improved ECM features for our proprietary Vehicle Data Device like true odometer and fuel. • Automated alerting when a Vehicle Data Device is connected back into a vehicle to notify fleet managers if the device had been disconnected. • Enhanced compliance with our Logbook app for drivers to streamline management of status, drive time and unidentified miles. Administrators will see improvements to managing logs and new reports for unidentified miles and daily logs. • GM OEM hardware removes the hassle of installation as well as provide access to more vehicle and engine diagnostic data. • GM & Ford OEM Video for simplified installation using our Integrated Video dashcam solution alongside embedded telematics in GM and Ford vehicles • New and improved digital support with self-service functionality for sales orders, installation scheduling, online help center and more will be made available to improve customer support. • Expanded Partners & Integration for fuel cards, electric vehicles, supply chain, transportation management, field service and insurance providers. <p>For release by end of the year:</p> <ul style="list-style-type: none"> • Peripheral cameras, including rear-facing, side-facing, and cargo-monitoring views to support multi-channel footage. • Customizable DVIR (Driver Vehicle Inspection Report) to provide a formal record including photo evidence that a vehicle is in safe and optimal condition before and after each trip. |

| | | |
|----|---|---|
| 43 | Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each. | <p>We recognize that climate change poses a serious threat to society and may impact how we operate our business and networks both today and in the future. Climate-related risks can include transition risks relating to potential market and policy changes resulting from the transition to a low-carbon economy and physical risks, such as extreme weather and long-term changes in climate. We have set long-term goals and interim targets to address climate-related risks. We have processes that allow us to proactively identify, assess and prepare for climate-related risks. We also continue to integrate climate risk variables into our overall risk management process and establish formal, cross-functional processes that engage both our Board of Directors and management team.</p> <p>The Verizon Green Team is a collective of employees dedicated to environmental stewardship and raising awareness around resource use and conservation. Green Team members around the world work to reduce Verizon’s environmental impact, as well as their own personal impact, by participating in a variety of curated volunteer and educational activities. These activities include green space cleanups, beautification projects and tutorials on topics such as eating green, composting and clean energy. At year-end 2023, over 51% of V Teamers across 50 countries and territories were part of the Green Team, surpassing our goal of having 50% of Verizon employees participating by 2026.</p> <p>For more information on our Sustainability efforts, please see the Corporate Responsibility Sustainability website at: verizon.com/about/responsibility/sustainability</p> |
| 44 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions 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. |
| 45 | 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>With award-winning innovative solutions backed by Verizon's award-winning wireless network, Verizon Connect helps companies drive operational improvements across their business with more-informed decision-making abilities. Verizon Connect offers the following unique benefits in the telematics market place:</p> <ul style="list-style-type: none"> • One of the world’s largest providers. Being big is a benefit when it comes to a technology partner. We have the support teams, product engineers, research and development funding, and security backing to sustain long term plans and product roadmaps for our customers. A total fleet platform. With a dynamic set of tools, ranging from GPS tracking, video telematics, compliance and field service management solutions, our end-to-end platform allows you to manage all of your vehicles, assets, people and work from one pane of glass. • Flexibility to connect with the rest of your business. Verizon Connect is an integration-friendly platform with a robust set of tools that can easily share information back and forth with your other business software solutions already in place, including billing, payroll and CRM. And our partner network provides additional integrated solutions to help create even more value for your business. • Hardware options to meet your needs. We offer aftermarket hardware that can be professionally or self-installed and comes with a lifetime warranty. We also have built-in options through our OEM partnerships for quick online activation without taking vehicles out of operation. • Support services you can rely on. We have a range of customer service teams, from customer success to technical and installation services. Their number one goal and responsibility is to help you implement the tools you’re purchasing from us and get them up and running fast within your business so you can begin to realize ROI. • Reliability you can count on. With 99.7% system uptime and software that is backed by the Verizon network, you can feel confident knowing that your data will be accurate and available when you need it. |

| | | |
|-----------|--|--|
| <p>46</p> | <p>Describe your approach to data privacy, including any certifications or standards achieved, in regard to your proposed solutions.</p> | <p>Verizon's privacy standards and policies are compliant with applicable data protection laws in jurisdictions where Verizon provides services. Verizon's privacy policies as well as information relating to Verizon's privacy compliance can be found at the following link: http://www.verizon.com/about/privacy/international-privacy-centre</p> <p>GDPR Compliance Verizon implemented measures for GDPR compliance with high level sponsorship within the company at an early stage. Verizon conducted a substantial due diligence exercise involving privacy impact assessments and gap analyses. Verizon has embedded privacy by design into all processes for new product and system development where personal data is processed. Additionally, Verizon has implemented corporate information security practices and standards to address: (a) information security; (b) system and asset management; (c) development; and (d) governance. These practices and standards are approved by Verizon executive management and undergo a regular review.</p> <p>Processing Activities Verizon keeps records of processing activities in accordance with its obligations under Article 30(2), which applies where the data processor acts on the data controller's instructions. Such records will be produced to the Supervisory Authority on request, in accordance with Article 30(4). Verizon makes available details of its processing activities to its customers at the following link: http://www.verizon.com/about/privacy/data-processing-activities. Further information may be provided for individual services where requested from the account team.</p> <p>Training Verizon staff receive biennial privacy training across Verizon. GDPR-specific training was provided to all impacted Verizon employees as part of the GDPR implementation and will be ongoing. Verizon also has a comprehensive code of conduct to which all staff are bound which includes rules regarding confidentiality (see http://verizon.com/about/our-company/code-conduct/). Staff involved in high risk data processing activities receive additional support and training.</p> <p>Customer Assistance Verizon will use commercially reasonable efforts to provide such assistance to customers as they reasonably require to enable them to comply with their obligations under applicable data protection laws, including the customer's obligation to respond to requests by data subjects in the exercise of their rights, breach notification, and in connection with privacy impact assessments and requests from data protection authorities. Any communication from data subjects that relates to processing that is done on behalf of the Customer would be passed to the Customer for instructions. Verizon will be able to identify and access an individual's personal data where amendments/deletion as required.</p> <p>Sub-processing Verizon may subcontract the provision of its services, or elements thereof, as it is required to do so. Verizon informs customers of its sub-processors and Verizon affiliates via Clause 11 of the privacy notice (http://www.verizon.com/about/privacy/international-policy) and on the following site: www.verizon.com/about/privacy/current-sub-processors-and-affiliates-list ("Sub-processor Site"). Customer may subscribe to receive notifications of new sub-processors and Verizon affiliates via the Sub-processor site. Contracts with all relevant sub-processors have been amended with appropriate terms required to comply with GDPR Art 28 and all new subcontractors will be bound by such terms.</p> <p>Breach Reporting Verizon has an established a process for internal notification of suspected and actual data breaches, which enables potential breaches to be investigated promptly and thoroughly. Where Verizon is required to notify a Customer or a Regulator of a data breach, this will be done without undue delay and within the time limits prescribed by law.</p> <p>Security As a global provider of network communications, security has always been of paramount importance to Verizon and Verizon employs a range of security measures to protect personal data and the integrity of the Verizon network. Verizon will comply with its obligations under Art 32 GDPR in respect of security of processing and will (taking into account the nature of the processing and the information available to it) assist Customers to fulfill their own obligations under Article 32.</p> |
| <p>47</p> | <p>Describe any current or potential capabilities your proposed solutions offer in V2G (vehicle to grid) or similar smart city applications.</p> | <p>Reveal does not offer V2G or city applications within the base platform.</p> |

| | | |
|-----------|---|--|
| <p>48</p> | <p>Describe any capabilities around safety and accident management your proposed solutions offer.</p> | <p>Reveal offers multiple options to promote fleet operation safety management.</p> <ul style="list-style-type: none"> • AI Dashcams and Integrated Video provides clients with high quality, smart video footage alongside fleet data in the platform and mobile app within minutes of harsh driving events happening. Reveal combines HD video, Artificial Intelligence (AI), driver data and in-cab alerts to help coach drivers, improve safety and mitigate risk at any time and from any place. Built-in AI includes optional ADAS (Advanced Driver Assistance Systems) and DMS (Driver Monitoring Systems) features that help improve Driver safety and performance with real time in-cab coaching. Audible alerts notify drivers to correct poor driving behavior (distracted driving) and make them aware of potential dangers that can lead to accidents. • AI Dashcam Driver Coaching Tool. Video's Driver Coaching tools enable customer's to operationalize, monitor and improve driver safety and behavior. In the online platform and mobile app, coaching tools help coach drivers and track progress toward safer driving and reduced risk • AI Dashcam Video Safety Hub. Reveal's Video Safety Hub provides a powerful user-friendly driver coaching interface for tracking, documenting and managing video coaching events. Supervisors can select one or more videos and associate them with a unique coaching record that captures the coaching date, objective, areas for improvement, outcome and free-form notes. The user interface is configured to elevate driver safety programs across your diverse customer base. • Driving Style. Reveal's Driving Style is designed to provide accurate and timely information to Fleet Managers so that drivers who demonstrate poor driving behavior can be coached to reduce inefficient or dangerous driving. Our Driving Style Summary Report provides Near real-time visibility into hard braking, quick starts, harsh cornering and speeding events, visibility into which drivers are your best performers and which ones need some coaching, safety score metrics to create safety incentive programs for your drivers, and driver rankings provided in reports and dashboards <p>Safety Program and Consultancy The Verizon Connect safety program enhances and accelerates the safety outcomes our customers require. Our expertise in fleet safety and change management separate Connect from our competitors.</p> <p>Client Consultation</p> <ul style="list-style-type: none"> • Safety Readiness workshop • Change management services <p>Data Analysis & Reporting</p> <ul style="list-style-type: none"> • Fleet Benchmarking improvements • Coaching & Behavior Driven Metric <p>Safety Toolbox</p> <ul style="list-style-type: none"> • Journey Planning: Change Management Tools • Co-Author executive messaging • FAQ for supervisors and employees |
|-----------|---|--|

Table 5B: Value-Added Attributes

| Line Item | Question | Certification | Offered | Comment |
|-----------|--|---|--|---------|
| 49 | Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply. | | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 50 | | Minority Business Enterprise (MBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 51 | | Women Business Enterprise (WBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 52 | | Disabled-Owned Business Enterprise (DOBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 53 | | Veteran-Owned Business Enterprise (VBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 54 | | Service-Disabled Veteran-Owned Business (SDVOB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 55 | | Small Business Enterprise (SBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 56 | | Small Disadvantaged Business (SDB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 57 | | Women-Owned Small Business (WOSB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | |

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

| Line Item | Question | Response * | |
|-----------|--|---|---|
| 58 | Describe your payment terms and accepted payment methods. | Verizon Connects Payment Terms are Net 30. | * |
| 59 | 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. No leasing or financing options are available. A monthly subscription fee is paid to access GPS tracking and Diagnostics data. Verizon Connect provides Sourcewell Participating Entities with a discount range of 0% and 100% off our Commercial price list. | * |

| | | | |
|----|---|---|---|
| 60 | Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities. | 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. 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. Under our current Sourcewell contract, all Verizon Connect sales are captured under the Sourcewell contract number to make reporting seamless. | * |
| 61 | 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 currently support Procurement Card payment. There are no additional fees imposed by Verizon Connect for use a P-card. | * |
| 62 | 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 the following: • A monthly subscription fee to access GPS and diagnostics data where costs are bundled to include hardware, implementation and training, and access to the web-based platform. • For installation, Customer's can choose to bundle-in installation costs into the monthly subscription fees OR they can pay for installations on a per install basis. | * |
| 63 | 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% 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. | * |
| 64 | 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. Verizon Connect may also offer further discounts at our discretion to our customers with a guaranteed total contract value of \$50,000 or greater. 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. | * |
| 65 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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. | * |
| 66 | 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. | Verizon Connect's only additional cost of acquisition would be for hardware installation. However, this is an optional service, as our customers may utilize self-installation via their internal, organizational technicians OR customers may bundle the installation cost into their monthly subscription fees. Verizon Connect has relationships with numerous, certified installation partners that can assist Sourcewell customers should customers prefer that their telematics units 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. | * |
| 67 | 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 hardware. | * |
| 68 | 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 hardware. | * |

| | | | |
|----|---|--|---|
| 69 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Reveal is provided as web-enabled, cloud-based services and are available at any time, from any supported web browser or mobile device. During initial implementation, hardware is 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. | * |
| 70 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing. | 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. | * |
| 71 | If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement. | Mainly, we track sales revenue during the course of the fiscal year, specifically for our Sourcewell contracts. We measure success in terms of year-over-year growth. From 2021 to 2022, we saw growth a 75% increase in revenues, and from 2022 to 2023, revenue jumped an additional 67%. Over the past few years, we have also added 2 state agencies that piggyback contracts off our Sourcewell contract. By completing these contracts, it allows internal departments, agencies, counties and cities within each state to purchase directly from the governing body providing a faster procurement experience. Verizon Connect tracks these types of contracts to help understand how the market is reacting to Sourcewell's impact. | * |
| 72 | Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement. | Under Verizon Connect's current contract with Sourcewell, Verizon Connect currently pays Sourcewell 1.5% of total sales under the Sourcewell contract, quarterly. | * |

Table 7: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|--|---|
| 73 | The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies. | Price list is attached. Please note that we have included our terms and conditions as well as our exceptions to Sourcewell's MSA. Our T's and C's are uploaded in the WBE/MBE/SBE section. |

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

| Line Item | Question | Response * |
|-----------|--|--|
| 74 | Provide a detailed description of all the Solutions offered, including used, offered in the proposal. | <p>Our solution, Reveal for Government, provides a secure, user-friendly solution for 24/7 real-time vehicle tracking and monitoring, reporting and alerting. Clients will have access to extensive reporting features for needed insight to improve vehicle utilization, optimize fuel usage, timely identify vehicle health issues and address driver behavior. Hardware is hardwired and securely installed with regular over-the-air updates. Our innovative technology leads the market and provides the latest features to help you make smarter, data-driven decisions to better manage your fleet.</p> <p>Reveal provides visibility into vehicle location, speed, mileage, fuel usage and other valuable insights to drive change across client's mobile workforce. Putting clients one click away from actionable results allows for making quick, data-driven decisions to help improve client's bottom line. Our GPS-based platform is scalable, secure and reliable, with 24/7 uptime. The user-friendly interface includes integrated dashboards with fleet metrics, alerts, video and driver coaching tools, maintenance scheduling and scorecard reports that are available for all levels of client's organization. Reveal provides real-time access to data, which helps you analyze safety, productivity and operating costs in just a few clicks.</p> <p>Verizon Connect provides all-in-one fleet software solutions for enterprises, small-to medium-size businesses and government organizations, all backed by the reliable Verizon network. With decades of industry experience, Verizon Connect is committed to helping fleets strive for improved productivity, efficiency and safety.</p> <p>See vehicle, job and asset status on a live map, schedule and manage work in the field, and coach workers on safe-driving habits with near real-time dashboards, reports and alerts. Connect your other business technology to your fleet data with integrations and partnerships. Plus, you can take your business with you using our suite of mobile apps for on-the-go fleet tracking at home or in the field.</p> <p>We have also attached to this response our full solution overview document that includes details on all aspects of our solution, including graphics and images to help Sourcewell visualize the scope of our product offering.</p> |
| 75 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <p>The Verizon Connect Reveal platform provides the following tools and add-on solutions:</p> <ul style="list-style-type: none"> • Verizon Connect Reveal Vehicle Tracking. Real-time location and driver safety metrics on one dashboard. Includes full fleet metrics, maintenance scheduling, geofencing, instant alerts and detailed reports • Verizon Connect Asset Tracking. Integrates your powered and non-powered assets with your vehicles and aggregates data for one view of your entire fleet • 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. • Verizon Connect Video. AI Dashcam and smart video available within minutes with optional in-cab driver coaching alerts. View road- and driver-facing video for harsh driving events with severity and speed details along with effective coaching tools, video safety scores, and video on demand right from your desktop or mobile device. Our peripheral cameras and in-cab monitor enhance the driver experience and keep drivers informed • Verizon Connect Dashboard. Dashboards provide a high level overview of activity with the flexibility to review specific metrics and key performance indicators that are crucial to its business • Verizon Connect Reveal Spotlight. Enables real-time access to fleet and asset location, health, and status for fleet managers and supervisors via Reveal's companion mobile app • Verizon Connect DVIR. Our digital DVIR tool helps reduce the burden on your drivers to complete written reports, cuts down on the time needed to fill out the form, improves communication to your mechanics about which vehicles need attention, and makes it easier to comply with roadside inspections and audits. • Verizon Connect Reveal Integration. Verizon Connect Reveal helps clients fit together all parts of your mobile workforce for a complete picture of your field operations. Reveal integrates with many third-party applications to bring data together seamlessly. Reveal's Integration Manager houses all its RESTful APIs to provide a better integration experience for customers, partners and third parties to create robust integrated solutions. • Verizon Connect OEM. Our robust portfolio of OEM solutions connects more vehicles and equipment over-the-air without ever touching the vehicle. Built-in OEM telematics 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. |

Table 8B: Depth and Breadth of Offered Solutions

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

| Line Item | Category or Type | Offered * | Comments |
|-----------|--------------------------------------|--|--|
| 76 | Fleet management information systems | <input checked="" type="radio"/> Yes <input type="radio"/> No | <p>Reveal for Government provides a secure, user-friendly solution for 24/7 real-time vehicle tracking and monitoring, reporting and alerting. Clients will have access to extensive reporting features for fleet management insight to improve vehicle utilization, optimize fuel usage, timely identify vehicle health issues and address driver behavior.</p> <p>While our platform is designed to provide solutions for Fleet Management in multiple ways, within the Reveal platform, our Fleet Services functionality provides clients with the ability to monitor critical aspects pertaining to vehicle maintenance. Clients will be able to create service plans for vehicles as well as manage service reminders for any service plan created within the Reveal solution.</p> <ul style="list-style-type: none"> • Service Reminders - View service reminders for repairs, critical repairs, oil changes, scheduled services, general services, tire rotations, preventative maintenance, and one-time service • History - Displays a list of historical services applied to fleet vehicles with ability to review, edit, or delete services directly in the solution • Manage Service Plans - Manage and display service plans for all vehicles • Fuel Purchases - Upload or manually input fuel transaction data directly into Reveal with Fuel Card Integration |

| | | | |
|----|---|--|--|
| 77 | Fleet technology related hardware solutions | <input checked="" type="radio"/> Yes <input type="radio"/> No | <p>Vehicle Tracking Hardware. Our plug-and-play hardware for Reveal provides a simple, reliable and powerful experience to monitor, manage, and gain insights into their fleet. Our hardware delivers precise engine data and frequent plotting to help you make better business decision. It provides real-time vehicle location tracking every 30 seconds on the map. ECM data captured includes VIN, diagnostic trouble codes, speed, odometer and engine hours (can vary based on subscription and vehicle year/make/model). The device connects to the vehicle's OBD-II port and is easy to self-install with simple installation steps in our Spotlight mobile app. Easy self-installation helps you avoid expensive downtimes and disruptions to your business.</p> <p>Asset Tracking Hardware. Reveal provides powerful real-time asset tracking alongside vehicle tracking in one online platform. With both our powered and non-powered asset tracking options, clients can track on-the-road trailers and heavy equipment (e.g., yellow iron) in the Live Map and easily locate equipment, generate detailed reporting and get alerts on asset activity. Our Verizon-designed and weatherized tracking unit comes with a long battery life with a replaceable battery pack that provides more than five years between replacements (at two pings per day).</p> <p>Video Hardware. Our dashcam video solution provides Clients with an easy to install AI dual dashcam and an integrated smart video solution. Verizon Connect Reveal's Integrated Video solution provides event-based video with severity details along with video on demand. With notification of harsh driving incidents when they occur, clients will be able to coach drivers on better driving behavior with video replays, location and event details accessible online and the Video mobile app. Clients can also capture additional external video from rear and side cameras and an optional driver monitor to capture activity and evidence to all external events. Our peripheral cameras and in-cab monitor enhance the driver experience and keep drivers informed and provide additional rear and side footage for all events from harsh driving, ADAS and DMS trigger.</p> |
| 78 | Related software solutions | <input checked="" type="radio"/> Yes <input type="radio"/> No | <p>Verizon Connect's Reveal solution is provided as web-enabled, cloud-based solutions. No software is required to utilize Reveal's telematics platform.</p> |

| | | | |
|----|-------------------------------------|--|--|
| 79 | Fleet telematics | <input checked="" type="radio"/> Yes <input type="radio"/> No | <p>Reveal is a comprehensive fleet management software that uses telematics technology to provide businesses with real-time insights into their vehicles and drivers.</p> <ul style="list-style-type: none"> • Real-Time GPS Tracking: Know the exact location of your vehicles at any given time, helping you manage operations, optimize routes, and improve dispatching. • Driver Behavior Monitoring: Track driving habits like speeding, harsh braking, and idling to encourage safer driving practices, reduce risks, and lower fuel costs. • Vehicle Health Monitoring: Receive alerts for potential vehicle maintenance needs, including engine diagnostics, proactively addressing issues before they become major problems. • Fuel Management: Gain insights into fuel consumption patterns and identify areas for improvement. This helps reduce fuel costs and promotes eco-friendly driving practices. • Reporting and Analytics: Access detailed reports on various aspects of your fleet operations, including vehicle activity, driver behavior, fuel efficiency, and more. This data-driven insight helps make informed decisions for optimizing fleet performance. • Mobile App Access: Manage your fleet on the go with the intuitive mobile app, allowing you to track vehicles, communicate with drivers, and receive instant alerts from anywhere. |
| 80 | Fleet monitoring and asset tracking | <input checked="" type="radio"/> Yes <input type="radio"/> No | <p>Our solutions provides access to detailed insight into its operations by remotely monitoring vehicle and asset location, status, health and activity of vehicles. With this data, clients will be able to oversee driver behavior, communicate with drivers and make optimized business decisions. Dashboards to track driver behavior over time and reporting options that are fully customizable, tie into to our solutions that are designed to be flexible and adapt to the unique needs of our client's business, delivering measurable, sustainable operations improvements while minimizing costs. Reveal provides the key data clients needs to take action to improve safety, save time, reduce costs, and improve service levels and asset utilization.</p> |

| | | | |
|----|---|--|---|
| 81 | Geofencing solutions | <input checked="" type="radio"/> Yes <input type="radio"/> No | <p>Clients can easily create, manage, and correct Geofences directly in the Reveal solution. Geofences can be set up as circles or rectangles around a specific point or as user drawn polygons to monitor a specific area or location. Clients authorized users can create as many geofences within Reveal as desired. Category types can be created for each location (e.g., customer site, fuel station, employee home, etc.) and can be edited at any time.</p> <p>Reveal provides the flexibility to share geofence locations, views and reports with authorized groups in a client's organization based on user roles and permissions. For example, views can be structured to show geofences in the Northwest Territory to only the Northwest Group set up within the solution.</p> <p>Geofences to Correct Reveal will proactively notify clients of the Geofences that have been created but are not capturing nearby vehicle activity. By resizing the Geofence perimeter, [Client Name] will ensure all necessary data for that location is accurately captured. Once the Geofence has been resized, any data generated from the location becomes retroactive, allowing you to see data points as if it always existed.</p> <p>New Suggested Geofences Reveal will automatically detect frequent vehicle travel to locations and sites not set up as Geofences and will proactively suggest a Geofence be created. Editing these locations and categorizing them by type will help to accurately monitor and report on fleet activity to and from these locations.</p> |
| 82 | Motor pool and fleet sharing solutions services | <input type="radio"/> Yes <input checked="" type="radio"/> No | <p>Verizon Connect Reveal does not provide motor pool and fleet sharing solutions. Reveal does offer the ability to track which driver's are operating individual vehicles by use of our driver ID solution, similar to fleet sharing. Reveal's Driver ID feature enables clients to simply and accurately track who's behind the wheel. To monitor driver behavior, drivers simply touch a key fob to a sensor in the vehicle's dashboard to send driver information to the Reveal platform. This provides driver-centric information to the platform, so reports and metrics align to drivers as well as vehicles. Data is captured on a per-driver basis for accurate reporting, even when drivers change vehicles, providing key data to make strategic business decisions.</p> |
| 83 | Integrated video solutions | <input checked="" type="radio"/> Yes <input type="radio"/> No | <p>Our dashcam video solution provides clients with an easy to install AI dual dashcam and an integrated smart video solution. Verizon Connect Reveal's Integrated Video solution provides event-based video with</p> |

severity details along with video on demand. With notification of harsh driving incidents when they occur, clients will be able to coach drivers on better driving behavior with video replays, location and event details accessible online and the Video mobile app.

Integrated Video provides clients with high quality, smart video footage alongside fleet data in the platform and mobile app within minutes of harsh driving events occurring. Our integrated video solution combines HD video, Artificial Intelligence (AI), driver data and in-cab alerts to help coach drivers, improve safety and mitigate risk at any time and from any place. With Video, clients can:

- Review video footage within minutes of an unsafe event
- Coach drivers with in-cab alerts for potential dangers and distracted driving
- Know the severity of an incident right away with classifications for Critical, Major, Moderate and Minor risk
- Identify driver's speed directly in the video clip with speed overlay
- Coach drivers on better behaviors with video replay, speed overlay and downloads
- Captures and classifies footage for sudden, short events and stationary vehicles as a collision
- Help mitigate risk and liability with unbiased footage

AI Dashcam

Our Verizon-built AI Dashcam is easy to install yourself or our installation professionals can install them for you. Road-facing with a simple driver-facing camera attachment, our AI Dashcam offers 720p high definition for clear, vivid footage, with a 140° angle of view for road-facing footage and a 130° angle of view for driver-facing video. The sleek, small design makes the AI Dashcam easy to install with minimal wires. The camera also includes a privacy lens cover for times when video footage is not required.

ADAS & DMS features

Built-in AI includes optional ADAS (Advanced Driver Assistance Systems) and DMS (Driver Monitoring Systems) features that help improve Driver safety and performance with real time in-cab coaching. Audible alerts notify drivers to correct poor driving behavior (distracted driving) and make them aware of potential dangers that can lead to accidents. Detected events include fatigue/tiredness, distracted driving, smoking, phone usage, lane departure, tailgating and pedestrians.

Peripheral Video

Clients can also capture additional external video from rear and side

| | | | |
|----|--|--|--|
| | | | <p>cameras and an optional driver monitor to capture activity and evidence to all external events. Our peripheral cameras and in-cab monitor enhance the driver experience and keep drivers informed and provide additional rear and side footage for all events from harsh driving, ADAS and DMS triggers.</p> <p>Harsh Driving Events AI identifies and classifies each harsh driving event and collision (Critical, Major, Moderate, etc.). Machine learning takes user ratings across the platform to help improve the accuracy of future classifications for everyone. With notification of harsh driving incidents when they occur, Clients will be able to coach drivers on better driving behavior with video replays, speed overlays and video downloads from the online platform and the Integrated Video mobile app.</p> <p>More information is provided in our attachments to this response called ""Reveal Solutions Overview"".</p> |
| 84 | Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management | <input checked="" type="radio"/> Yes <input type="radio"/> No | <p>Reveal's Emission System Report provides insight into vehicle system health that contribute to emissions. By reviewing monitoring system failures and DTCs, clients can know exactly what issues are affecting its vehicles. This helps clients reduce maintenance costs, vehicle downtime, and passage of emissions checks. Clients will know which issues are occurring, avoiding additional costs for diagnosis by mechanics. This speeds up repair time so vehicles can be back in operation sooner. Clients will also be able to address vehicle issues early that might impact emissions test results, increasing the likelihood of passing the test the first time.</p> <p>Data provided by the report, includes: *</p> <ul style="list-style-type: none"> • Check engine light distance (the distance the vehicle has traveled with the engine light on during the selected reporting period) • Check engine light time (the total time the engine light has been on during the selected reporting period) • Monitor failures (the total number of monitor failure during the reporting period as well as the specific monitor failures by date) • DTCs (the total number of DTCs recorded during the reporting period as well as the specific DTCs recorded on individual dates) • Battery voltage (the vehicle's battery voltage if a monitor failure or DTC was recorded) • RPM (revolutions per minute for the vehicles when the monitor failure or DTC was recorded) |

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.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Reveal Price List for Sourcewell response 2024 - Proprietary not for release 102824_FINAL.xlsx - Monday October 28, 2024 10:54:57
 - [Financial Strength and Stability](#) - Financial Statement.pdf - Monday October 28, 2024 14:26:20
 - [Marketing Plan/Samples](#) - VZC GOV Reveal Overview Brochure (2).pdf - Wednesday October 23, 2024 12:21:48
 - [WMBE/MBE/SBE or Related Certificates](#) - Verizon Connect Reveal Additional Terms and Conditions 102424.docx - Monday October 28, 2024 11:33:05
 - [Standard Transaction Document Samples](#) - Sample Reveal Order Form.pdf - Wednesday October 23, 2024 12:22:02
 - [Requested Exceptions](#) - RFP_102924_Master_Agreement_Fleet Management Technologies_Verizon Connect Fleet USA LLC Exceptions.docx - Monday October 28, 2024 11:22:51
 - [Upload Additional Document](#) - Verizon Connect Reveal Solutions Overview FINAL.pdf - Monday October 28, 2024 15:25:39

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. 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>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal 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. - Matthew Bolson, Vice President, Sales, Verizon Connect Fleet USA LLC

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 obligations contemplated in the solicitation proposal.

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 |
|--|--|-------|
| Addendum_12_RFP_102924_Fleet Management_Technology Tue October 22 2024 07:02 AM | <input checked="" type="checkbox"/> | 2 |
| Addendum_11_RFP_102924_Fleet Management_Technology Fri October 18 2024 03:16 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_10_RFP_102924_Fleet Management_Technology Thu October 17 2024 01:06 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_9_RFP_102924_Fleet Management_Technology Thu October 10 2024 02:44 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_8_RFP_102924_Fleet Management_Technology Wed October 9 2024 03:28 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_7_RFP_102924_Fleet Management_Technology Tue October 8 2024 02:23 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_6_RFP_102924_Fleet Management_Technology Fri October 4 2024 08:10 AM | <input checked="" type="checkbox"/> | 2 |
| Addendum_5_RFP_102924_Fleet Management_Technology Mon September 30 2024 04:19 PM | <input checked="" type="checkbox"/> | 3 |
| Addendum_4_RFP_102924_Fleet Management_Technology Wed September 25 2024 08:19 AM | <input checked="" type="checkbox"/> | 1 |
| Addendum_3_RFP_102924_Fleet Management_Technology Tue September 24 2024 08:22 AM | <input checked="" type="checkbox"/> | 1 |
| Addendum_2_RFP_102924_Fleet Management_Technology Wed September 18 2024 09:24 AM | <input checked="" type="checkbox"/> | 2 |
| Addendum_1_RFP_102924_Fleet Management_Technology Fri September 13 2024 04:33 PM | <input checked="" type="checkbox"/> | 1 |