

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM2406
including CM2406-A1

CONTRACTOR INFORMATION

Name: Synovia Solutions, LLC

Address: 9330 Priority Way West Drive Indianapolis IN 46240
City State Zip

Contractor's Administrator Name: Peter Nemeth Title: South East Account Manager

Tel#: 1-954-907-1493 Fax: 1-317-208-2202 Email: PNemeth@synoviaSolutions.com

CONTRACT INFORMATION

Contract Name: Synovance Government Agreement NO: 13860 Contract Value: \$151.58 Mthly

Brief Description: Synovia Solutions (Piggyback agreement off the School District of St. Lucie County, FL (RFP No. 15-08) GPS System for Nassau Amelia Utilities Vehicles

Contract Dates: From: Execution Date to 11/1/19 Status: X New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other Piggyback
Agreement off the School District of St. Lucie County, FL (RFP 15-08)

If Processing an Amendment:

Contract #: Increase Amount of Existing Contract: No Increase

New Contract Dates: to TOTAL OR AMENDMENT AMOUNT:

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. [Signature] 2/13/17
Department Head Signature Date
2. [Signature] 2/21/17
Contract Management Date
3. [Signature] 2/21/17
County Attorney (approved as to form only) Date
- [Signature] 3/1/17
Office of Management & Budget Date

71500536-544000
Funding Source/Acct #

Communication charges to be billed separately by Verizon (obj. 541000) \$0.20 per vehicle per month

Comments:

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 3-6-17
Shanea Jones Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
Office of Management & Budget
Contract Management
Clerk Finance

MS
2/21/17



February 7, 2017

Yvonne Thomas
Nassau Amelia Utilities
5390 First Coast Highway
Fernandina Beach, Florida 32034

Yvonne Thomas;

This is a formal quotation for Nassau Amelia Utilities Department.

Synovia will provide Nassau Amelia Utilities a complete Enterprise Telematics Solution including: all hardware with 2% spares, all software, training, support, and project management.

Pricing is based on the piggy back of St. Lucie County Schools Contract award for RFP Proposal Number 15-08. Verizon data is based on the State of Florida Contract.

Light Duty vehicles, (Synovia LMU 3030 fits OBDII port vehicles post 1997)
Pricing is \$13.78 per vehicle per month for Synovia and separately, \$0.20 per vehicle per month for Verizon Data. Installation is performed by customer. Total cost per vehicle is \$13.98 per month.

Nassau Amelia Utilities

11 Light Duty Vehicles X \$13.98 = \$153.78Monthly

2004 Ford F-450 NAU 312
2005 Ford F-150 NAU 158
2005 Ford F-150 NAU 157
2005 Ford F-150 NAU 156
2007 Chevy Colo NAU 099
2013 Ford F-150 NAU 253
2017 Ford F-250 New
2017 Ford F-250 New
2017 Ford F-250 New
2017 Ford F-250 New
2017 Ford F-150 New



Thank you for your help. I can always be reached if questions arise at...

Peter Nemeth
South East Account Manager
Synovia Solutions
954 907 1493- Mobile
PNemeth@SynoviaSolutions.com
www.synovia.com





9330 Priority Way West Dr.
 Indianapolis, IN 46240
 Phone: 317-208-1700
 Toll Free: 877-796-6842
 Fax: 317-208-2202

**GOVERNMENT
 AGREEMENT
 No: 13860**

Customer Legal Name Nassau County Florida Amelia Utilities		Customer Billing Address (If different)	
Address 5390 First Coast Highway		Address	
City Fernandina Beach	County Nassau	City	County
State Florida	Zip Code 32034	State FL	Zip Code
Location Contact: Yvonne Thomas	Phone 904 530 6450	Fax	Salesperson Peter Nemeth

Tax ID# K-12 Other Municipal
 PO Number (if applicable): _____ PO Expiration Date: _____

CONTRACT DURATION / NUMBER OF VEHICLES

Term of Agreement: 60 _____ Mo.
 Total Number of Vehicles: 11
 Tax Exempt: No Yes (Attach Certificate)

THIS AGREEMENT COVERS THE FOLLOWING:

SILVERLINING SOFTWARE	EQUIPMENT LIST	
	TYPE	QTY
<input checked="" type="checkbox"/> Core Track & Trace		
<input type="checkbox"/> Comparative Analysis	LMU:	3030
<input type="checkbox"/> Time and Attendance		
<input checked="" type="checkbox"/> Engine Diagnostics	Peripheral:	
<input type="checkbox"/> Turn by Turn Navigation		
<input type="checkbox"/> Here Comes The Bus	Other:	
<input type="checkbox"/> Route Builder		

Carrier: Synovia Verizon
 Installation: Synovia Customer

SPECIAL INSTRUCTIONS: Note Data not included. Data provided by Verizon per State of Florida Contract. Pricing is \$0.099 per MB, Two MB per month per vehicle typical. Synovia will work with Verizon to set this up.

Per terms and conditions of Saint Lucie Schools contract, supersedes pages 2-3.

RATE AND METHOD OF PAYMENT

Base Payment \$ 13.78 X Number of Vehicles 11 = \$151.58	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> Check <input type="checkbox"/> ACH <input type="checkbox"/> Credit Card
Base Payment \$ _____ X Number of Vehicles _____ = \$ _____	
Base Payment \$ _____ X Number of Vehicles _____ = \$ _____	
Total Rental Payment \$151.58	
Applicable Sales Tax \$0.00	
Total Rental Payment with Tax \$151.58	

PLEASE READ BEFORE SIGNING: THE CUSTOMER AGREES TO RENT FROM VENDOR THE EQUIPMENT LISTED ABOVE. THE CUSTOMER AGREES TO ALL TERMS AND CONDITIONS CONTAINED IN THIS RENTAL AGREEMENT. THE CUSTOMER AGREES THIS RENTAL AGREEMENT IS FOR THE RENTAL TERM INDICATED ABOVE AND CANNOT BE CANCELLED FOR ANY REASON, EXCEPT AS PROVIDED HEREIN.

AUTHORIZATION

Company Full Name (Please Print) _____

Authorized Signature: *Shanee D. Jones* Date: 3-6-17
 Authorized Representative of Synovia: *[Signature]*

Authorized Signer's Printed Name: Nassau County BOCC Title: _____

RENTAL AGREEMENT TERMS AND CONDITIONS

1. **OWNERSHIP OF EQUIPMENT.** Synovia Solutions, LLC (hereinafter referred to as "Vendor") is the sole owner and titleholder to the Equipment. The Equipment consists of the unit(s), all peripherals, and/or connections and supplies used for installation. This Agreement constitutes a lease or bailment and is not a sale or the creation of a security interest. Customer shall not have, or at any time acquire, any right, title or interest in the Equipment, except the right to possession and use as provided in this Agreement.
2. **RENT.** The Customer agrees to pay Vendor the rental payment when due. If any payment is more than ten (10) days late, the Customer agrees to pay a late fee of ten percent (10%) or Ten Dollars (\$10), whichever is greater, on the overdue amount. Customer also agrees to pay Twenty-Five Dollars (\$25) for each check or ACH that the bank returns for insufficient funds or any other reason. Vendor shall have the right to increase the rent upon renewal or extension of this Agreement. Vendor shall notify Customer of the rental increase forty-five (45) days before the expiration of the Initial Term.
3. **SYNSURANCE.** Vendor warrants to provide to Customer at no cost the following: Automatic quarterly updates with new features, map data, patches and hot fixes; 6 months of "bread crumb" data plus 2 years of reporting; Proactive trouble shooting on a weekly basis; hardware script updates twice per year; Uptime at 99% or Vendor will provide a credit for one days charge for the entire fleet; Lifetime hardware warranty with replacements; 2% spares on site with spare replacement within 48 hours; First occurrence fix or Vendor will provide a credit for once days charge for the entire fleet.
4. **TAXES AND FEES.** This is a net rental. Customer agrees to pay on or before their due dates, all sales taxes, use taxes, personal property taxes, and assessments or other direct taxes or governmental charges imposed on the property or leveled against or based on the amount of rent to be paid under the Agreement or assessed in connection with this Agreement, even if billed after the end of the rental period.
5. **CANCELATION.** Customer may cancel this agreement for convenience on the anniversary date of its fiscal year end by providing Vendor with a minimum of 60 days' written notice on Customer letterhead through the US Mail or express delivery. Customer agrees that telephonic or email delivery of such notice does not constitute an authorized notice of intent to cancel to Vendor, and is not actionable. Notices received with less than 60 days' notice before the end of the fiscal year will not be valid for that fiscal year and will only be enforceable at the end of the next fiscal year. Regardless of such notice given, Customer will continue to make monthly payments until the equipment is delivered to Vendor at Customer's expense.
6. **LIABILITY AND INSURANCE.** The Customer is responsible for any losses or injuries caused by the Equipment. Customer assumes all risk and liability for the loss or damage to the Equipment or the injury to any person or property of another, and for all risks and liabilities arising from the use, operation, condition, possession or storage of the Equipment. The Customer must continue to make rental payments through the entire term of this Agreement and may not cancel this Agreement for any reason, even if the Equipment has been damaged or destroyed. Vendor is not responsible for any losses or injuries caused by the installation or use of the Equipment. The Customer promises to keep the Equipment fully insured against loss and maintain insurance that protects Vendor from liability for any damage or injury caused by the Equipment or its use. **This Synsurance Agreement specifically excludes damages or loss due to theft, vandalism, any use outside normal wear and tear, Acts of God, or other circumstances outside the control of Synovia. This agreement also excludes loss due to changes to cell phone providers, coverage area changes or other changes to cell phone or internet availability.** Customer understands and accepts that the hardware devices are carrier specific and any changes to the carrier might result in non-performance of the hardware devices. Customer agrees that Synovia is not responsible for any loss or damage due to changes to the cell carrier provider.
7. **USE, MAINTENANCE, AND CARE OF EQUIPMENT.** The Customer shall be entitled to the absolute right to the use, operation, possession, and control of the Equipment during the term of this Agreement, provided Customer is not in default of any provision of this Agreement. The Customer shall assume all obligation and liability with respect to the possession of the Equipment, and for its use and operation during the rental term. Customer agrees to reimburse Vendor in full for all damage to the Equipment arising from any misuse or negligent act by Customer, its employees, or its agents. **Except for the instance of misuse or negligence, Vendor assumes full responsibility for the performance of the hardware and software and any defective or non-functioning hardware (except wiring) will be replaced at no cost to the customer, provided the Customer is not in payment default.**
8. **LOCATION OF EQUIPMENT.** The Customer will allow Vendor or its agents to inspect the Equipment at any reasonable time where it is located. If the Equipment is not being properly maintained in the sole opinion of Vendor, Vendor shall have the right, but not the obligation, to have it repaired or maintained at a service facility at the expense of Customer.
9. **ASSIGNMENT.** The customer has no right to sell, transfer, encumber, sublet, or assign the Equipment or this Agreement. Vendor may sell, transfer, or assign this Agreement without the Customer's consent. In the event of assignment by Vendor, assignee shall have all the rights, powers, privileges, and remedies of Vendor set forth in this Agreement, but none of the obligations (including but not limited to service or maintenance obligations). Customer agrees not to raise any claim or defense against Vendor or such assignee arising out of this Agreement as a defense, counterclaim or offset to any action by assignee for the unpaid balance of payments due or to become due under this Agreement or the possession of the Equipment. Vendor shall assign to Customer all manufacturers, Vendor or supplier warranties applicable to the Equipment to enable Customer to obtain any warranty service available for the Equipment. Vendor appoints Customer as Vendor's attorney-in-fact for the purpose of enforcing any warranty. Any enforcement by Customer shall be at the expense of Customer and shall in no way render Vendor responsible to Customer for the performance of any warranties. This Agreement and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, executors, administrators, trustees, successors and assigns of the parties to the Agreement.
10. **DEFAULT.** If the Customer does not pay any amount when due or perform any obligation required under this Agreement, the Customer will be in default. If the Customer defaults, Vendor can demand that the Customer pay the remaining balance of the Agreement and return the Equipment at the Customer's expense. At Vendor's option, Vendor may repossess the Equipment. Customer waives any rights that Customer may have to notice before Vendor seizes any of the Equipment and waives any requirement that the Vendor post a bond in connection with such seizure or possession. In addition, if the Customer breaks any promise in this Agreement, Vendor can use any remedies available to Vendor under the Uniform Commercial Code or any other applicable law. The exercise of one remedy shall not be deemed to preclude the exercise of any other remedy. No failure or delay on the part of Vendor to exercise any remedy or right shall operate as a waiver. Acceptance by Vendor of rent or other payments made by Customer after default shall not be deemed a waiver of Vendor's rights and remedies arising from Customer's default. The Customer promises to pay reasonable attorney's fees and any costs associated with any legal action or action to repossess the Equipment or to enforce or interpret any provision in this Agreement. This action will not void the Customer's responsibility to maintain and care for the Equipment.
11. **CHOICE OF LAW, FORUM AND JURY WAIVER.** The Customer agrees that this Agreement will be governed by and construed in accordance with the laws of the state in which Vendor is headquartered or, if this Agreement has been assigned by Vendor, the state in which the assignee is headquartered. Vendor and Customer waive the right to a trial by jury in the event of a lawsuit. All judicial proceedings arising under this Agreement shall be adjudged by any court having jurisdiction over the Customer or the Customer's assets, all at the sole election of the Vendor or its assignee.
12. **RENEWAL.** After the initial term or any extension thereto, this Agreement shall automatically renew on a month to month basis unless the Customer notifies Vendor in writing by Certified Mail, UPS or Express Delivery directly to Vendor at the address on the front of this Agreement at least thirty (30) days prior to the expiration of the initial term or extension that the Customer does not choose to renew. No other manner of communication is acceptable.

Upon the expiration date of this Agreement, Customer shall relinquish the Equipment to Vendor together with all accessories, free from damage and in the same condition and appearance as when received by Customer, allowing for ordinary wear and tear. The Customer agrees to pay removal charges. If Customer fails or refuses to relinquish the Equipment to Vendor, Vendor shall have the right to take possession of the Equipment and for that purpose to enter any premises where the Equipment is located without being liable in any suit, action, defense or other proceeding to Customer. The Customer must pay additional rental payments due until Vendor or its agents receive the Equipment.

From time to time, Vendor may receive data or information requests or subpoenas from third parties, either as a result of an investigation or pending litigation. Customer hereby consents to Vendor's disclosure of such data or information requested pursuant to a valid and enforceable document request or subpoena. Customer agrees that it shall not be entitled to notice of such disclosure except as required by applicable state or federal law.

13. **OTHER RIGHTS.** The Customer agrees that Vendor's delay or failure to exercise any rights does not prevent Vendor from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts, which shall remain valid and in full force and effect, and the Agreement shall be modified to minimum extent provided by law.

14. **ENTIRE AGREEMENT, AMENDMENT, SEVERABILITY.** This Agreement represents the Entire Agreement between Vendor and the Customer. Any amendment, waiver or charges will bind neither Vendor nor the Customer, unless agreed to in writing and signed by both parties. No agreement, representations or warranties, other than those specifically set forth in this Agreement shall be binding on any of the parties unless set forth in writing and signed by both parties.

15. **ACH/DIRECT DEBIT.** Customer agrees to enroll for automatic payment via credit card or direct debit ACH if payment is less than \$250 per month. Customer agrees to execute separate ACH/Direct Debit Form if this condition applies.

16. **MANNER OF EXECUTION.** Facsimile or electronic signatures shall be deemed fully enforceable valid signatures as if such signatures were originals as of the date executed.

17. **INSTALLATION SURCHARGE.** The total monthly rental price on this Synsurance Agreement includes one visit (at a mutually agree upon date) by the Vendor or its authorized Contractor to install the contracted hardware and peripherals. If Vendor or its assigned Contractor is requested by Customer to return after the initial visit to install hardware on vehicles or assets, Customer agrees to pay \$750 per Installer per day for Installation services.

Customer Initials

A handwritten signature in black ink, appearing to be initials, written over a horizontal line.

MUNICIPAL SYNSURANCE AGREEMENT ADDENDUM

THIS SYNSURANCE GOVERNMENT AGREEMENT ADDENDUM ("Addendum") is made and entered into by and between Synovia Solutions, hereinafter referred to as "Vendor" and Nassau County, Florida, hereinafter referred to as "Customer".

WHEREAS, the terms and provision set forth in this Addendum are incorporated in and made part of the Synsurance Government Agreement No. 13860, executed by the parties; and

WHEREAS, this Addendum shall be merged into and made part of the Municipal Synsurance Agreement and both documents shall be collectively referred to herein as the "Agreement".

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions set forth in this Addendum, the parties, intending to be legally bound hereby, acknowledge, covenant and agree as follows:

1. **RECITALS**

The recitals set forth above are specifically incorporated herein by reference and made part of this Addendum.

2. **TERMS & CONDITIONS**

The Vendor and Customer agree that the terms and conditions under this agreement shall be in accordance with the terms and conditions stated in the piggyback agreement with the School District of St. Lucie County, FL (RFP No. 15-08).

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement consisting of one (1) page.

Synovia Solutions

By: [Signature]
Printed Name: Jon W. King
Title: CEO
Date: 2-17-17

Nassau County, Florida

By: [Signature]
Printed Name: Shenea D. Jones
Title: County Manager
Date: 3-6-17



November 18, 2015

Charlotte Young
Contract Manager
Nassau County Florida

Ms. Young,

Synovia is happy to offer Nassau County the pricing and terms and conditions provided in the contract with St Lucie Schools. St Lucie Schools also encourages other government agencies to piggyback off the agreement. Other agencies using this agreement include Pinellas County and Hillsborough County Florida among many others.

If you have any questions or need any additional information please feel free to contact me at any time.

Always at your service.

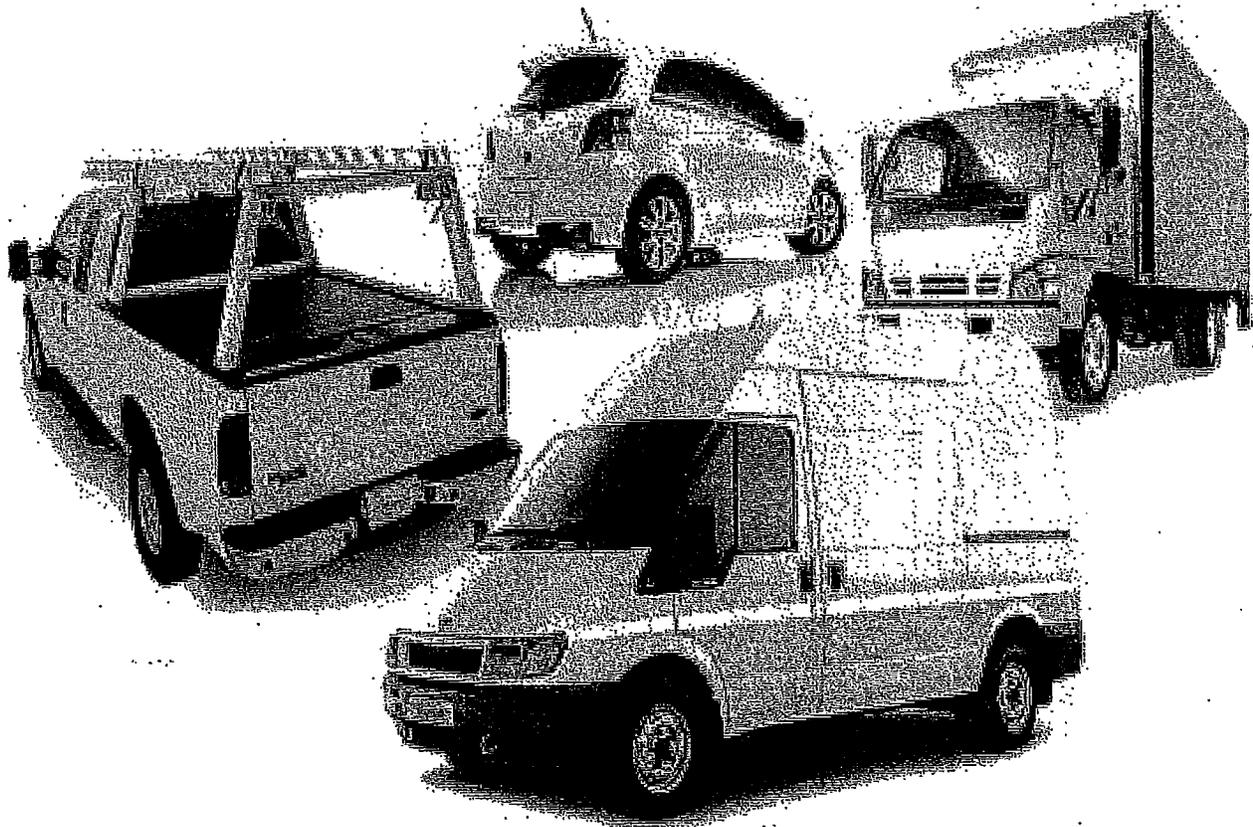
Thank you

Peter Nemeth
Florida Account Manager
Synovia Solutions
954 907 1493- Mobile
PNemeth@SynoviaSolutions.com
www.synovia.com



GPS-driven Transportation Management for Nassau County FL Roads Department

October 15, 2015



Peter Nemeth
Synovia Solutions, LLC
9330 Priority Way West Drive
Indianapolis, IN 46240
Tel: (954) 907-1493
PeterNemeth@synoviasolutions.com



synovia[™]
solutions

Contents

Company Overview.....	3
Background.....	3
Why Synovia Solutions? 3 Compelling Reasons.....	3
Synsurance™.....	4
All-inclusive Service.....	4
Verizon Wireless.....	5
Hosted Operations.....	5
Silverlining™.....	5
GPS.....	5
Vehicle Tracking.....	6
Satellite and Weather.....	6
Geofence.....	6
Alerts.....	6
Key Performance Indicators (KPI).....	6
Reports.....	6
How Synovia delivers Cost Savings associated with Fleet Management.....	7
Synsurance Pricing.....	8

Company Overview

Background

Synovia Solutions offers the most cost-effective and broadest set of GPS-driven solutions to automate transportation management. The company currently streamlines the operations of approximately 75,000 vehicles across North America and has been in operation since the year 2000.

Synovia is based in Indianapolis, IN and we have sales and support offices located throughout the United States. We have implemented our solution for both small (under 10 vehicles) and large (over 3,000 vehicles) organizations and are confident that we can deploy our solution for your fleet of vehicles.

Why Synovia Solutions? 3 Compelling Reasons...

1. **Subject Matter Experts** | We have been in business for over 12 years and we specialize in providing fleet management solutions. We understand your need to stretch every dollar and to steward good investments. And there is an ongoing effort to provide solutions that will increase **savings**, enhance **safety** and improve **service**.
2. **Synsurance™** | **Synovia Insurance**, or Synsurance for short, enables us to provide a turnkey solution with no upfront costs and a simple monthly, all-inclusive fee, that becomes self-funding in months. With Synsurance, everything is covered including hardware warranty over the length of the agreement. We take care of all installation and training and if something breaks, we fix it at no additional charge. And all pricing is fixed over the life of the contract.
3. **Silverlining™** | Our hosted, Software as a Service (SaaS) solution, is easy-to-use and since it is Web-enabled, simple to deploy across your organization. You will get real-time information and have the flexibility to go back in time and replay an event or run a report to confirm what really happened.

Our project team includes former transportation professionals, software specialists and customer-focused support staff. Synovia's track record speaks for itself with customers across North America. These customers have entrusted Synovia to deliver a transportation management solution, helping to increase their overall **efficiency and effectiveness**.

To ensure the success of implementation and training, Synovia will assign a dedicated Project Manager to this project. Our Project Manager will work hand-in-hand with you to deliver the Synovia solution as promised. In addition, we will assign an Account Manager to ensure long-term success with the project for years to come.

"In general, we are seeing much more accountability on the part of our drivers. They are aware that we are monitoring the buses for the right reason—not to 'catch' someone doing something wrong, but to make our entire fleet as accountable and efficient as possible. We've seen \$1 million in savings the first year of launch." Carol Stamper, Executive Director of Transportation / Charlotte-Mecklenburg Schools, NC

Synsurance™

All-inclusive Service

Synsurance is our commitment to you that our solutions will work seamlessly for the life of our partnership. It is our long-term strategy to ensure you have the best product and support possible. We believe in keeping our promises and **Synsurance** is how we plan to do it.

The following is a summary of **Synsurance**:

- No upfront costs for hardware or software
- Lifetime warranty for hardware replacements
- Software-as-a-Service with guaranteed 99% uptime
- Automatic quarterly software updates with new features, map data, patches, hot fixes
- Hosted solution with 24 months of data with managed back-ups and permanent archival (data is never lost once it hits the servers). We maintain a rolling 6 months of live data, a rolling 24 months of report data and archived data, beyond 24 months, can be restored upon request for no charge.
- Automatic hardware script updates – twice per year – proactive updating
- Proactive assessment of hardware/software/planned data import before Fall semester start
- First Class Software Support
 - Help Desk – 6:30AM-5PM EST with rolling on-call after hours
 - Toll Free # (877-SYNOVIA)
 - Email (support@synovia.com)
 - Call or email will receive a response within 4 business hours with a ticket number
- Expedited RMA Process for Hardware
- Hardware Assurance
 - Every device is tested and put through our QA process before it ships
 - Preparation and Testing
 - GPS Hardware Activation
 - GPS Hardware Programming (Scripting) GPS Hardware Assignment to Synovia Hosted Environment
 - Nightly diagnostic in the field with a proven script

"The tracking device plugged into the vehicle in less than 30 seconds it was very simple to do, and the software is very intuitive and easy to use." Chief Mclean, Satsuma Police Department/ Satsuma, AL

Verizon Wireless

Verizon offers the country's most reliable and extensive cellular network. Verizon has made significant investments in creating redundant systems to insure that their network is operational at all times especially in the event of natural or man-made disasters when GPS tracking is particularly important.

Hosted Operations

We host our solution as part of our comprehensive Synsurance service offering. The Synovia hosting facilities will provide the following:

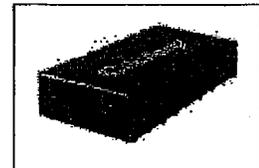
- Current SAS 70 Type II certification
- Security. Network Operations Center personnel onsite 24x7x365
- Keyless security with electronic card strike and/or biometric hand geometry reader
- Digital camera coverage of the facility, integrated with access control and alarm system
- Back-Up Power. Facility will have back-up power sources that will provide power for a period of at least forty-eight (48) hours if the primary source of power is unavailable
- Fire Detection and Suppression. Facility will have an early warning fire detection system and fire suppression system
- HVAC. Facility will have redundant (N+1) HVAC
- Temperature. Facility will maintain a temperature of 68-72 degrees F (+/- 5 degrees)
- Humidity Control. Facility will maintain a relative humidity of 30% - 60% (+/- 5%)
- Active fail over capability for the network, routers, firewall and switches
- Servers with redundant NICs, power supplies and RAID hard drives
- Data is backed up and archived automatically

Silverlining™

Silverlining offers a suite of Web-based software applications that work together in an integrated fashion.

GPS

The GPS hardware is also tightly integrated with software. Firmware on the GPS units uses proprietary Vehicle Movement Algorithms (VMA) that perform calculations before transmission and with efficient compression techniques, we provide you with the best GPS data at the most affordable price. The GPS unit will be plugged into the OBDII port of the vehicle by the customer.



Vehicle Tracking

At the core of our solution is an easy-to use and powerful Automatic Vehicle Location (AVL) software. With it you can monitor vehicle movements for a single vehicle, a subset of your fleet or your entire fleet – with live (in real-time) or replay a previous trip.

Satellite and Weather

On the map, you can turn on a satellite overlay and a weather overlay – both in real-time and historical time.

Geofence

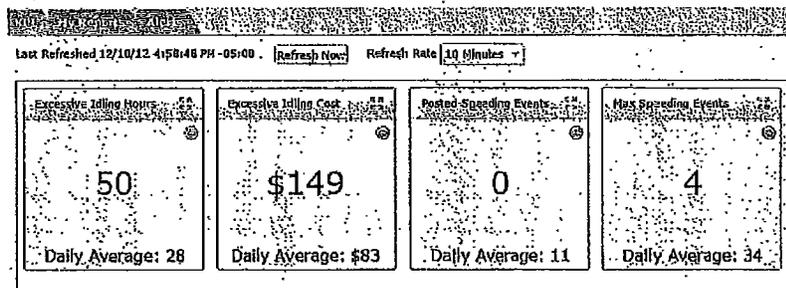
You can define any number of geofence boundaries and run reports that show when a vehicle has moved into and out of the zone.

Alerts

Any number of alerts can be defined to let you know when a vehicle exceeds a company specified threshold for engine idle time or a posted speed limit. Alerts can also vary based on different sub-fleets.

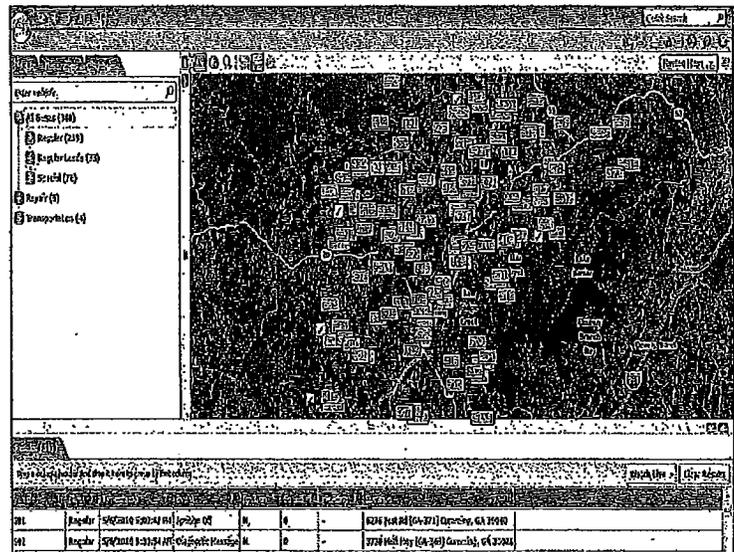
Key Performance Indicators (KPI)

The KPI dashboard can be configured differently for each user and display real-time metrics that pertain to their role in the company. KPIs can represent engine idle, speeding, on-time arrival, etc. for the entire fleet. If a KPI is out-of-bounds, the user can drill down and learn about the specifics.



Reports

Silverlining reports can be run on demand or scheduled to be delivered at a specified time to people who may not even be users of the system. Reports can be configured to sort and display the most relevant information first. Reports along with KPIs and Alerts empower users to manage by exception so that efforts can focus on situations that differ significantly from planned results.



How Synovia delivers Cost Savings associated with Fleet Management

Risk Management

- Posted Speed Limit information is imported from County Maps
- Vehicle tracking provides accurate vehicle speed on posted roads
- Reports provide accurate summary and detail of speeding events
- Hard acceleration and hard braking monitoring
- Vehicle tracking allows for immediate vehicle location in emergencies
- Boundary alerts provide information on vehicles entering or leaving area
- Detailed information gives management a tool to reduce bad driving behavior
- Vehicle GPS data reduces financial risk associated with vehicle accidents

Fuel Economy

- Synovia measures idle time and excess idle time by fleet and by vehicle
- Reporting provides vehicle idle summary and detail information
- Idle Time management results in hard dollar cost savings
- Reduced idle time affects vehicle warranty
- Mileage by vehicle is tracked
- Reports and alerts provide information for management review
- Engine Diagnostics alerts vehicles in need of service

Overall Savings

- Synovia Solutions extensive management reporting provides detail information about fleet and vehicle performance that helps reduce operational cost, improve vehicle utilization, and increase operational efficiency, leading to a significant return on investment.
- In addition, Synovia Solutions helps improve safety and service which also returns soft dollars to the bottom line.

"The drivers all plead innocence, but once I showed them I had proof of where they were and for how long, the behavior immediately improved. The Synovia Solution paid for itself three times over" *Robert Radler, Owner Glenn's Greenery / Davie, FL*

St. Lucie

PUBLIC SCHOOLS



St. Lucie Public Schools

Purchasing Department

4204 Okeechobee Road

Fort Pierce, Florida 34947

Voice - (772) 429-3980 Fax - (772) 429-3999

SUPERINTENDENT

Genelle Zoratti Yost

Each Child, Every Day

November 13, 2014

Synovia Solutions, LLC
9330 Priority Way West Drive
Indianapolis, IN 46240

Subject: Notice of Award

RFP Number: 15-08

Title: GPS System and Installation for District Vehicles (Buses and White Fleet)

Contract Term: One (5) year term with the option to renew the contract for three (3) additional one year periods.

Dear Mr. King,

This is to advise you that on October 28, 2014 the School Board of St. Lucie County, Florida accepted the recommendation to award your firm a contract for GPS System and Installation for District Vehicles (Buses and White Fleet). This acceptance is subject to compliance with contract terms and conditions and all pertinent laws of the State of Florida and instructions as determined by the General Counsel for the School Board.

Please provide certificate of insurance as required per contract terms and conditions.

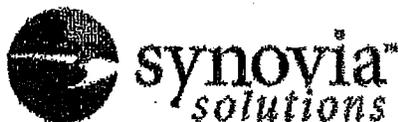
Your insurance company is required to have the School Board of St. Lucie County, Florida, named as an additional insured, no work shall commence until the certificate is received by the School Board Purchasing Department. Please be sure to advise your insurance carrier.

Purchase orders will be issued to ensure the encumbrance of funds for payment of services of the awarded contract. Do not proceed with services until you have received a purchase order. Failure to do so may result in non-payment.

Thank you for your continued interest in working with St. Lucie Public Schools.

Sincerely,

Kimberly Albritton
Coordinator of Business Services



9330 Priority Way West Drive
 Indianapolis, IN 46240
 Phone: 317-208-1700
 Toll Free: 1-877-796-6842
 Fax: 317-208-2202

MUNICIPAL SYNSURANCE AGREEMENT

No: 3187

Customer Legal Name The School District of St. Lucie County, Florida		Customer Billing Address (if different)	
Address 4204 Okeechobee Road		Address	
City Fort Pierce	County St. Lucie	City	County
State FL	Zip Code 34947	State	Zip Code
Location Contact: Don Carter	Phone (772)429-3600	Fax	Salesperson Joe O'Dell
Tax ID#		<input checked="" type="checkbox"/> K-12 <input type="checkbox"/> Other Municipal	
PO Number (if applicable):		PO Expiration Date:	

CONTRACT DURATION VEHICLES			
Term of Agreement	<input type="checkbox"/> 36 Mo	<input type="checkbox"/> 48 Mo	<input checked="" type="checkbox"/> 60 Mo
Number of Vehicles	162		
Effective Date	November 1, 2014		
Tax Exempt	<input type="checkbox"/> No <input type="checkbox"/> Yes (Attach Certificate)		

THIS AGREEMENT COVERS THE FOLLOWING:

SILVERLINING SOFTWARE

EQUIPMENT LIST

<input checked="" type="checkbox"/> Core Automatic Vehicle Location		Type	QTY
<input checked="" type="checkbox"/> Engine Diagnostics	LMU:	3000	162
Carrier:	<input type="checkbox"/> Synovia	<input checked="" type="checkbox"/> Verizon	<input type="checkbox"/> Sprint <input type="checkbox"/> AT&T
Installation:	<input type="checkbox"/> Synovia	<input checked="" type="checkbox"/> Customer	<input type="checkbox"/> Customer to be Trained By Synovia

SPECIAL INSTRUCTIONS: At the conclusion of the term of the agreement (month 61) - the school district has the option to purchase the equipment for \$1.00 and make monthly payments equivalent to 75% of the initial monthly payment of \$13.34 (\$13.78 x .75).

METHOD OF PAYMENT

RATE PER UNIT

Base Payment \$ 13.78 X Number of Vehicles 162 = Total \$ 2232.36
 Applicable Sales Tax _____
 Total \$2232.36

Monthly Quarterly Annually ACH Credit Card Check

PLEASE READ BEFORE SIGNING: THE CUSTOMER AGREES TO RENT FROM VENDOR THE EQUIPMENT LISTED ABOVE. THE CUSTOMER AGREES TO ALL TERMS AND CONDITIONS CONTAINED IN THIS RENTAL AGREEMENT. THE CUSTOMER AGREES THIS RENTAL AGREEMENT IS FOR THE RENTAL TERM INDICATED ABOVE AND CANNOT BE CANCELLED FOR ANY REASON, EXCEPT AS PROVIDED HEREIN.

AUTHORIZATION

Company Full Name (Please Print) The School District of St. Lucie County, Florida	
Authorized Signature <i>Debbie Hawley</i>	Date October 28, 2014
Authorized Signer's Printed Name Debbie Hawley, Chairman	Authorized Representative of Synovia <i>[Signature]</i>

RENTAL AGREEMENT TERMS AND CONDITIONS

1. **OWNERSHIP OF EQUIPMENT.** Synovia Solutions, LLC (hereinafter referred to as "Vendor") is the sole owner and titleholder to the Equipment. The Equipment consists of the unit(s), all peripherals, and/or connections and supplies used for installation. This Agreement constitutes a lease or bailment and is not a sale or the creation of a security interest. Customer shall not have, or at any time acquire, any right, title or interest in the Equipment, except the right to possession and use as provided in this Agreement.

2. **RENT.** The Customer agrees to pay Vendor the rental payment when due. If any payment is more than ten (10) days late, the Customer agrees to pay a late fee of ten percent (10%) or Ten Dollars (\$10), whichever is greater, on the overdue amount. Customer also agrees to pay Twenty-Five Dollars (\$25) for each check or ACH that the bank returns for insufficient funds or any other reason. Vendor shall have the right to increase the rent upon renewal or extension of this Agreement. Vendor shall notify Customer of the rental increase forty-five (45) days before the expiration of the Initial Term.

3. **SYNSURANCE.** Vendor warrants to provide to Customer at no cost the following: Automatic quarterly updates with new features, map data, patches and hot fixes; 6 months of "bread crumb" data plus 2 years of reporting; Proactive trouble shooting on a weekly basis; hardware script updates twice per year; Uptime at 99% or Vendor will provide a credit for one days charge for the entire fleet; Lifetime hardware warranty with replacements; 2% spares on site with spare replacement within 48 hours; First occurrence fix or Vendor will provide a credit for one days charge for the entire fleet.

4. **NON-APPROPRIATION OF FUNDS.** The Customer affirms that funds can and will be obtained in amounts sufficient to make all Synsurance Agreement Payments during the Agreement term. The Customer hereby covenants that it will do all things within its power to obtain, maintain and properly request and pursue funds from which the Synsurance Agreement payments and payments for other related charges, if any, may be made, specifically including in its annual budget requests amounts sufficient to make such payments for the full Synsurance Agreement term. The Customer intends to make all such payments for the full Synsurance Agreement term if funds are legally available for that purpose. If your official governing body does not allot funds for the succeeding fiscal year to continue such payments under the Synsurance Agreement, and you have no other available funds to continue making such payments under the Synsurance Agreement or to purchase, lease or rent other equipment or services to perform functions similar to those performed by the Equipment under this Agreement, you may terminate the Synsurance Agreement at the end of the then current fiscal year, by giving ninety (90) days prior written notice to Vendor, and enclosing therewith a sworn, notarized statement that the foregoing conditions exist. The foregoing shall be the sole circumstance in which the Customer will not be legally obligated to continue making such payments beyond the end of the then current fiscal year. Upon the occurrence of this event, if any Synsurance Agreement is terminated by the Customer in accordance with this paragraph, you agree (i) not to purchase, lease or rent personal property to perform the same or similar functions as, or functions taking the place of, those performed by the Equipment under this Synsurance Agreement, and (ii) not to permit such functions to be performed by your own employees or by any agency, contractor, service provider or other entity affiliated with or hired by you, for a period of three hundred sixty (360) days; provided, however, that these restrictions shall not be applicable in the event that the Equipment under this Synsurance Agreement is sold by us and the amount received from such sale, less all costs of such sale, is sufficient to pay the then balance otherwise than due from you under this Synsurance Agreement. If the application of these restrictions would affect the validity of this Synsurance Agreement, you agree to provide us with an opinion of your counsel relating to the circumstances of non-appropriation. Upon the occurrence of this event, you shall, at your cost and expense, both restore the Equipment to its original condition (excepting only reasonable wear and tear) and return it to us in accordance with the terms set forth in Section III of this Addendum. Upon termination of the Synsurance Agreement by reason of non-appropriation of funds as provided herein, you shall not be responsible for the payment of any additional Agreement Payments coming due with respect to succeeding fiscal years. However, (a) you shall continue to remain responsible for the payment of all past due payments and other obligations that accrued under the Agreement prior to the end of the 90-day notice period referred to above; and (b) if you have not delivered possession of the Equipment to us at your expense and conveyed title to us or your interest in the Equipment to us within ten (10) days after the termination of the applicable Synsurance Agreement, the termination shall nevertheless be effective, but you shall be responsible for the payment of damages in an amount equal to the amount of the Synsurance Agreement payments thereafter coming due under the Agreement that are attributable to the number of days after such ten (10) day period during which you fail to take such actions, plus all other losses suffered by us as a result of your failure to take such actions as required. Non-Appropriation under one Synsurance Agreement shall not affect the validity or enforceability of any other Synsurance Agreement or contract between you and us.

5. **LIABILITY AND INSURANCE.** The Customer is responsible for any losses or injuries caused by the Equipment. Customer assumes all risk and liability for the loss or damage to the Equipment or the injury to any person or property of another, and for all risks and liabilities arising from the use, operation, condition, possession or storage of the Equipment. The Customer must continue to make rental payments through the entire term of this Agreement and may not cancel this Agreement for any reason, even if the Equipment has been damaged or destroyed. Vendor is not responsible for any losses or injuries caused by the installation or use of the Equipment. The Customer promises to keep the Equipment fully insured against loss and maintain insurance that protects Vendor from liability for any damage or injury caused by the Equipment or its use. Upon the request of Vendor, the Customer shall provide Vendor evidence of insurance showing Vendor as the loss payee. If the Customer fails to provide such evidence within fifteen (15) days, the Customer authorizes Vendor to obtain coverage on its behalf, or alternatively, Vendor may choose to self-insure. In either case, Customer authorizes Vendor to add an insurance surcharge to the Customer's rent. Customer authorizes Vendor to file claims and endorse insurance checks on the Customer's behalf. This Synsurance Agreement specifically excludes damages or loss due to theft, vandalism, any use outside normal wear and tear, Acts of God, or other circumstances outside the control of Synovia. This agreement also excludes loss due to changes to cell phone providers, coverage area changes or other changes to cell phone or internet availability. Customer understands and accepts that the hardware devices are carrier specific and any changes to the carrier might result in non-performance of the hardware devices. Customer agrees that Synovia is not responsible for any loss or damage due to changes to the cell carrier provider.

6. **USE, MAINTENANCE, AND CARE OF EQUIPMENT.** The Customer shall be entitled to the absolute right to the use, operation, possession, and control of the Equipment during the term of this Agreement, provided Customer is not in default of any provision of this Agreement. The Customer shall assume all obligation and liability with respect to the possession of the Equipment, and for its use and operation during the rental term. Customer agrees to reimburse Vendor in full for all damage to the Equipment arising from any misuse or negligent act by Customer, its employees, or its agents. Except for the instance of misuse or negligence, Vendor assumes full responsibility for the performance of the hardware and software and any defective or non-functioning hardware (except wiring) will be replaced at no cost to the customer, provided the Customer is not in payment default.

7. **LOCATION OF EQUIPMENT.** The Customer will allow Vendor or its agents to inspect the Equipment at any reasonable time where it is located. If the Equipment is not being properly maintained in the sole opinion of Vendor, Vendor shall have the right, but not the obligation, to have it repaired or maintained at a service facility at the expense of Customer.

8. ASSIGNMENT. The customer has no right to sell, transfer, encumber, sublet, or assign the Equipment or this Agreement. Vendor may not sell, transfer, or assign this Agreement without the Customer's consent, which will not be unreasonably withheld. In the event of assignment by Vendor, assignee shall have all the rights, powers, privileges, and remedies of Vendor set forth in this Agreement, but none of the obligations (including but not limited to service or maintenance obligations). Customer agrees not to raise any claim or defense against Vendor or such assignee arising out of this Agreement as a defense, counterclaim or offset to any action by assignee for the unpaid balance of payments due or to become due under this Agreement or the possession of the Equipment. Vendor shall assign to Customer all manufacturers, Vendor or supplier warranties applicable to the Equipment to enable Customer to obtain any warranty service available for the Equipment. Vendor appoints Customer as Vendor's attorney-in-fact for the purpose of enforcing any warranty. Any enforcement by Customer shall be at the expense of Customer and shall in no way render Vendor responsible to Customer for the performance of any warranties. This Agreement and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, executors, administrators, trustees, successors and assigns of the parties to the Agreement.

9. DEFAULT. If the Customer does not pay any amount when due or perform any obligation required under this Agreement, the Customer will be in default. If the Customer defaults, Vendor can demand that the Customer pay the remaining balance of the Agreement and return the Equipment at the Customer's expense. At

Vendor's option, Vendor may repossess the Equipment. In addition, if the Customer breaks any promise in this Agreement, Vendor can use any remedies available to Vendor under the applicable law. The exercise of one remedy shall not be deemed to preclude the exercise of any other remedy. No failure or delay on the part of Vendor to exercise any remedy or right shall operate as a waiver. Acceptance by Vendor of rent or other payments made by Customer after default shall not be deemed a waiver of Vendor's rights and remedies arising from Customer's default. The prevailing party shall be entitled to reasonable attorney's fees and costs associated with any legal action to enforce or interpret any provision in this Agreement. This action will not void the Customer's responsibility to maintain and care for the Equipment.

10. CHOICE OF LAW, FORUM AND JURY WAIVER. The Customer agrees that this Agreement will be governed by and construed in accordance with the laws of the state of Florida with venue in St. Lucie County. Vendor and Customer waive the right to a trial by jury in the event of a lawsuit. All judicial proceedings arising under this Agreement shall be adjudged by any court having jurisdiction over the Customer or the Customer's assets, all at the sole election of the Vendor or its assignee.

11. RENEWAL. After the initial term or any extension thereof, this Agreement shall automatically renew on a month to month basis unless the Customer notifies Vendor in writing by Certified Mail, UPS or Express Delivery directly to Vendor at the address on the front of this Agreement at least thirty (30) days prior to the expiration of the initial term or extension that the Customer does not choose to renew. No other manner of communication is acceptable. Upon the expiration date of this Agreement, Customer shall relinquish the Equipment to Vendor together with all accessories, free from damage and in the same condition and appearance as when received by Customer, allowing for ordinary wear and tear. The Customer agrees to pay removal charges. If Customer fails or refuses to relinquish the Equipment to Vendor, Vendor shall have the right to take possession of the Equipment and for that purpose to enter any premises where the Equipment is located without being liable in any suit, action, defense or other proceeding to Customer. The Customer must pay additional rental payments due until Vendor or its agents receive the Equipment.

12. RIGHTS TO DATA. Vendor retains the rights to anonymous summary data analysis and to share analysis with 3rd parties. Vendor will not identify the data source as being from the Customer nor portray the data in such a manner as to identify the Customer. Customer agrees that Vendor shall own all compilations or analysis of the data created by or for Vendor.

13. OTHER RIGHTS. The Customer agrees that Vendor's delay or failure to exercise any rights does not prevent Vendor from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts, which shall remain valid and in full force and effect, and the Agreement shall be modified to minimum extent provided by law.

14. ENTIRE AGREEMENT, AMENDMENT, SEVERABILITY. This Agreement represents the Entire Agreement between Vendor and the Customer. Any amendment, waiver or charges will bind neither Vendor nor the Customer, unless agreed to in writing and signed by both parties. No agreement, representations or warranties, other than those specifically set forth in this Agreement shall be binding on any of the parties unless set forth in writing and signed by both parties.

15. ACH/DIRECT DEBIT. Customer agrees to enroll for automatic payment via credit card or direct debit ACH if payment is less than \$250 per month. Customer agrees to execute separate ACH/Direct Debit Form if this condition applies.

16. MANNER OF EXECUTION. Facsimile or electronic signatures shall be deemed fully enforceable valid signatures as if such signatures were originals as of the date executed.

Customer Initials _____

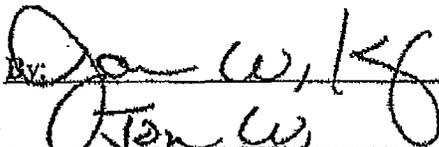
AUTHORIZATION AND CONFIDENTIALITY AGREEMENT

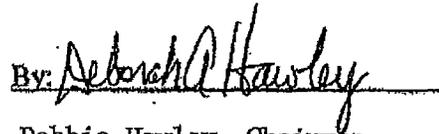
The School District of St. Lucie County, Florida ("SDSLC"), and Synovia Solutions, LLC ("Synovia") enter into this Authorization and Confidentiality Agreement ("Agreement").

1. Synovia will provide SDSLC with the services set forth in the proposal attached to this Agreement as Exhibit "A" ("Services") and Synovia will fully comply with its privacy policy attached to this Agreement as Exhibit "B".
2. SDSLC grants Synovia the nonexclusive non-transferable license to copy, store, record, transmit, maintain, display, view, print, or otherwise use SDSLC data to the extent necessary to provide the Services to SDSLC.
3. Synovia warrants that it will use commercially reasonable efforts to ensure that SDSLC's data will be safeguarded and maintained accurately, including but not limited to encryption of data being transmitted across networks not owned or operated by Synovia.
4. As used in this Agreement, the phrase "Confidential Data" shall mean all: 1) student records and reports that are confidential and exempt from disclosure under Section 119.01(1), F.S., as provided in Section 1002.22, F.S.; 2) SDSLC employee personnel files that are confidential and exempt from disclosure under Section 119.07(1), F.S., as provided in Section 1012.31, F.S.; and 3) any other information, record or document that is confidential or subject to privacy protection as otherwise provided by law which SDSLC elects to provide to Synovia. Synovia shall hold in confidence and shall not disclose (or permit its employees, agents and representatives to disclose) any Confidential Data in violation of this paragraph. Synovia shall not use or exploit such Confidential Data for the benefit of another without SDSLC's prior written consent. Synovia shall disclose Confidential Data only to its employees, agents and representatives who have a need to know such Confidential Data while providing the Services for SDSLC. Synovia represents and warrants that it is familiar with the provisions of the Family Education Privacy Rights Act (FERPA) and that Synovia will take all measures necessary to protect Confidential Data from unauthorized access or release.

Synovia Solutions, LLC

The School District of St. Lucie
County, Florida

By: 
Jon W. King
(Print name and title)

By: 
Debbie Hawley, Chairman
(Print name and title)

Date: _____

Date: October 28, 2014

Business Proposal – Envelop or Box “B”
Attachment A – Cost of Services
1. Cost Proposal



August 28, 2014

Kim Albritton
Coordinator of Business Services
School District of St. Lucie County
Purchasing Department
4204 Okeechobee Road
Ft. Pierce, FL 34947

Dear Ms. Albritton:

We are providing a response to Proposal No. 15-08, GPS System and Installation for District Vehicles (Buses and White Fleet).

In this letter I will describe our Company, GPS-driven Fleet Tracking Solution and Pricing Model for Synovia Solutions.

Company: Synovia Solutions (Synovia) has been providing GPS-driven transportation management solutions to the public sector (municipalities and school districts) since 2000 and we have deployed our solution on over 75,000 vehicles throughout North America.

We are subject matter experts who understand your need to stretch every dollar and to be good stewards of the taxpayers' monies. There is an ongoing market requirement to provide solutions that will increase **savings**, enhance **safety** and improve **service**.

GPS-driven Fleet Tracking Solution: Silverlining™ is our hosted, Software as a Service (SaaS) solution that is easy-to-use and since it is Web-enabled, simple to deploy across your organization. You will get real-time information and have the flexibility to go back in time and replay an event or run a report to confirm what really happened – “Mr./Ms. Smith, the school bus was on your street at 6:25am this morning...”

Pricing Model: Synovia Insurance, or Synsurance™ for short, enables us to provide a turnkey solution with no upfront costs and a simple monthly, all-inclusive fee that becomes self-funding in months. With Synsurance, everything is covered including hardware warranty over the length of the agreement. We take care of all installation and training and if something breaks, we fix it at no additional charge. And all pricing is fixed over the life of the contract. We also provide spare hardware so that you can quickly make a change if a unit stops functioning.

We can work with any cellular vendor including Sprint, T-Mobile and AT&T. However, you can purchase Verizon services off of the Florida State contract that will entitle you to a heavily discounted rate (pennies per vehicle per month) that will radially reduce your total cost of ownership for the overall solution.

Synsurance includes the following components:

- Reliable Hardware**
 - Lifetime Use and Warranty
 - Spare Hardware (2% of fleet)
- Powerful Software**
 - Hosted Solution
 - On-demand, Drill-down Reports
 - Scheduled Reports
 - Maps and Weather Overlay
 - Geofence Reporting
 - Alerts
 - Integration with Routing Software
 - Key Performance Indicators (KPI) Dashboard
 - Engine Diagnostics
 - Driver Behavior Monitoring
 - Speeding
 - Harsh Braking
 - Harsh Acceleration
 - Harsh Turning
 - Engine Idling
 - Software as a Service (SaaS)
 - Unlimited Number of Users
 - Unlimited Training
 - Updates and Upgrades
- Scalable Services**
 - Hardware Installation
 - Software Implementation
 - Training (on-site, online & video)
 - Toll-free Support Line
 - Project Management
 - Rapid Response Support
- Dependable Verizon Data Plan** (purchased off of the Florida State Contract)
 - Best Nation-wide Coverage and Backup
- Affordable Financial Terms**
 - No Upfront Investment
 - No Hidden Costs
 - No Extra Costs
 - No Price Increases
 - One Monthly All-inclusive Service Fee
 - Self-funding (typically within 90 days)

Synsurance also includes these guarantees:

1. 99% Uptime

Uptime is defined as the functionality of the Silverlining software as it performs on the entire fleet. If it goes down, we have a cure period of 4 hours or we credit you one day's charge for your entire fleet. *An extraordinary event involving the data carrier would not qualify for this credit*

2. Lifetime Hardware Warranty with Replacements

As long as you are on an active/current Synsurance Agreement, we will replace any Synovia Solutions supplied hardware located on the vehicle at no charge assuming normal troubleshooting protocol has preceded the request with no resolution.

3. 1st Occurrence Fix or We Pay

Your support call related to our software is considered a 1st Occurrence until it is fixed. If the same issue requires another support call within 30 days, we will credit you one day's charge for your entire fleet.

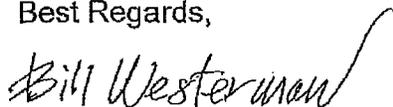
Blue Bird Corporation and Synovia Solutions announced a partnership in October 2013 by which Blue Bird customers can get Synovia's GPS solution factory installed as an option. Starting in February 2014, all Blue Bird new buses will come with a Synovia GPS wire harness, installed at the factory to simplify adding GPS later on if it is not ordered with the bus. Blue Bird selected Synovia after careful research in the marketplace to find the company with the best solution for the K-12 market.

Synovia is honored to offer the industry's most advanced and reliable solution along with unmatched service and delivery.

In our pricing proposal, we have included options to purchase or to pay monthly through a Municipal Lease. The Municipal Lease includes a funding out in the event that you do not get funds appropriated for the next fiscal year. This means that you can get out of the agreement with no penalty, if the funds are not appropriated.

I am authorized to negotiate the contract and please contact me if you have questions about our solution at 978 202-8604.

Best Regards,



Bill Westerman
Synovia Solutions, LLC bwesterman@synoviasolutions.com

P.S. The best way to see the value of Silverlining is to schedule a product demo.

A partial list of customers who are based in Florida:

Alachua School District
Bay County Florida
Charlotte County Public Schools
Chenmed
City of West Melbourne
Clay County Schools
Dilo Fire
Duval County Public Schools
Escambia Co School Board
Family Health Centers of Southwest Florid
Flagler County School District
Franklin County Schools
Glenns Greenery
Grace Roofing
Hillsborough County Public Schools
Hillsborough County Public Schools - Food
Jefferson County Public Schools
Lee County Public Schools
Leon County Public Schools Maintenance Department
Manatee County School District
Marion County School Board (FL)
Nassau County BOCC
Orange County Public Schools
Pinellas County School Board
Sarasota County Schools
School Board of Alachua County, FL
School District of Osceola County
St Lucie County Public Schools
The School District of Palm Beach County
Washington County School District
Waterfront Rescue Mission

ATTACHMENT J - PROPOSAL QUOTATION FORM

Proposers must utilize this form to submit their overall cost proposal. Blank lines are included for proposers to list the add-on items. Proposers may copy this sheet if more lines are needed to detail items within their proposal. Proposers must include a total cost in the required line to be considered responsive. The cost of services should include a detailed list of all vendor provided hardware, related software, installation, training, support, maintenance, etc. required to implement this project. The pricing shall include all equipment and supplies needed to install a complete system as outlined in this proposal.

→ The solution should be priced in two ways, a price for upfront purchase of equipment and then a monthly or yearly cost for software and other expenses for a 5 year term, as well as a monthly or yearly cost for a lease purchase agreement for a 5 year term for all items. Data pricing should be listed separate from other monthly rates. The required solution should be priced and then an add-on price per option included as described above. For add-on options, please state if the option is available as a stand-alone product and the cost as a standalone if different (you may list the item twice if the cost varies based on standalone or package price). Installation of new units and removal of old units should be included as part of the pricing. Proposal should state warranty period for units and how warranty is administered, including if there is an allowance for spare units.

REQUIRED SOLUTION		PRICE	
1	Upfront purchase of equipment (School Bus)	\$ 458.88/vehicle	
	Monthly or yearly cost for software and other expenses for a 5 year term (include terms, I.E. \$10/month for 60 months)	\$ 14.22/month/vehicle 60 months	
	Data Rate Plan Costs (corresponds to above items). Please separate the data plan costs. If necessary provide the MB or GB/MTH on separate sheet.	9.99 cents MB/month Florida State Contract (2 MB/vehicle typical)	
2	→ Monthly or yearly cost for a lease purchase agreement for a 5 year term for all items (include terms, I.E. \$10/month for 60 months)	\$ 21.87/month/vehicle 60 months	
	Data Rate Plan Costs (corresponds to above items). Please separate the data plan costs. Provide the MB or GB/MTH options on a separate sheet.	9.99 cents MB/month Florida State Contract (2 MB/vehicle typical)	
3	Removal of old units and installation of new units	\$ 275 per vehicle (one time cost)	
TOTAL LINES 1 + 3 (equipment purchase)		\$ 1,599.07 - 60 months	
TOTAL LINES 2 + 3 (equipment lease)		\$ 1,599.07 - 60 months	
ADD-ON OPTIONS		Stand Alone (Y/N)	PRICE
4	Tablet/Mobile Data Terminal: Turn-By-Turn Directions for Substitute Drivers, Driver Time And Attendance, Pre-Post Trip Inspection, Two-way Messaging to Drivers, Emergency Button, Student Tracking for Special Needs	No	\$ 650/vehicle purchase or \$ 10.83/mo/vehicle - lease

5	Student Tracking for General Needs with Barcode	No	\$200.12/vehicle purchase or \$ 3.34/mo/vehicle - lease
6	Next Generation Route Planning Software BusPlanner Purchase: \$ 20,000 Annual Starting in Year 2: \$ 4,000 BusPlannerWeb: \$ 20,000 Annual Starting in Year 2: \$ 4,000 BusPlannerDelays: \$ 5,000 Annual Starting in Year 2: \$ 1,000 BusPlanner GPS: \$ 20,475 Annual Starting in Year 2: \$ 4,725 BusPlanner Info: \$ 6,000 Annual Starting in Year 2: \$ 1,000 Training: \$ 2,500 Implementation: \$ 30,650 Hosting: \$ 15,000 Annual Starting in Year 2: \$ 15,000 Total: \$ 119,625 \$ 29,725		
7			
8			
WARRANTY		WARRANTY PERIODS	
11	List warranty periods	Hardware warranty covers the full 60 month agreement – spare units equal to 2% of the contracted vehicles included no extra charge	
12	Per Unit Pricing to add additional GPS units, as needed (separate Bus & White Fleet if necessary)	\$1,599.07 - 60 months per school bus	
I. Pricing for Renewal Option Year 1 - Percent Increase, if any <u>0</u> %			
II. Pricing for Renewal Option Year 2 - Percent Increase, if any <u>0</u> %			
III. Pricing for Renewal Option Year 3 - Percent Increase, if any <u>0</u> %			

Price submittal is valid until December 31, 2014

Name of Company Synovia Solutions, LLC

Print Name Bill Westerman

Phone Number 978 202-8604 Email Address bwesterman@synoviasolutions.com

Authorized Signature: Bill Westerman Date August 28, 2014

ATTACHMENT J - PROPOSAL QUOTATION FORM

Proposers must utilize this form to submit their overall cost proposal. Blank lines are included for proposers to list the add-on items. Proposers may copy this sheet if more lines are needed to detail items within their proposal. Proposers must include a total cost in the required line to be considered responsive. The cost of services should include a detailed list of all vendor provided hardware, related software, installation, training, support, maintenance, etc. required to implement this project. The pricing shall include all equipment and supplies needed to install a complete system as outlined in this proposal.

→ The solution should be priced in two ways, a price for upfront purchase of equipment and then a monthly or yearly cost for software and other expenses for a 5 year term, as well as a monthly or yearly cost for a lease purchase agreement for a 5 year term for all items. Data pricing should be listed separate from other monthly rates. The required solution should be priced and then an add-on price per option included as described above. For add-on options, please state if the option is available as a stand-alone product and the cost as a standalone if different (you may list the item twice if the cost varies based on standalone or package price). Installation of new units and removal of old units should be included as part of the pricing. Proposal should state warranty period for units and how warranty is administered, including if there is an allowance for spare units.

	REQUIRED SOLUTION	PRICE	
1	Upfront purchase of equipment (White Fleet - OBDII)	\$ 213.60/vehicle	
	Monthly or yearly cost for software and other expenses for a 5 year term (include terms, I.E. \$10/month for 60 months)	\$ 10.22/month/vehicle 60 months	
	Data Rate Plan Costs (corresponds to above items). Please separate the data plan costs. If necessary provide the MB or GB/MTH on separate sheet.	9.99 cents MB/month Florida State Contract (2 MB/vehicle typical)	
2	→ Monthly or yearly cost for a lease purchase agreement for a 5 year term for all items (include terms, I.E. \$10/month for 60 months)	\$ 13.78/month/vehicle 60 months	
	Data Rate Plan Costs (corresponds to above items). Please separate the data plan costs. Provide the MB or GB/MTH options on a separate sheet.	9.99 cents MB/month Florida State Contract (2 MB/vehicle typical)	
3	Removal of old units and installation of new units-	(Self Install OBDII Unit)	
	TOTAL LINES 1 + 3 (equipment purchase)	\$ 838.79 - 60 months	
	TOTAL LINES 2 + 3 (equipment lease)	\$ 838.79 - 60 months	
	ADD-ON OPTIONS	Stand Alone (Y/N)	PRICE
4			

Print Name Bill Westerman Authorized Signature Bill Westerman

5			
6			
7			
8			
9			
10			
		WARRANTY	WARRANTY PERIODS
11	List warranty periods	Hardware warranty covers the full 60 month agreement – spare units equal to 2% of the contracted vehicles included no extra charge	
12	Per Unit Pricing to add additional GPS units, as needed (separate Bus & White Fleet if necessary)	\$ 838.79 - 60 months per white vehicle	
I. Pricing for Renewal Option Year 1 - Percent Increase, if any <u>0</u> %			
II. Pricing for Renewal Option Year 2 - Percent Increase, if any <u>0</u> %			
III. Pricing for Renewal Option Year 3 - Percent Increase, if any <u>0</u> %			

Price submittal is valid until December 31, 2014

Name of Company Synovia Solutions, LLC

Print Name Bill Westerman

Phone Number 978 202-8604 Email Address bwesterman@synoviasolutions.com

Authorized Signature *Bill Westerman* Date August 28, 2014