

(Contract Management Use only)

CM2739

Name: Synsurance, Synovia Solutions

## CONTRACT INFORMATION

Brief Description: Rental of GPS equipment

### If Processing an Amendment:

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

Comments: \_\_\_\_\_

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

Date \_\_\_\_\_

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

REVD 045  
\*15 AUG 60 44110





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

**GOVERNMENT  
AGREEMENT**  
No: **23397**

Customer Legal Name Nassau County Public Library		Customer Billing Address (If different) Same	
Address 25 North 4th Street		Address	
City Fernandina Beach	County Nassau	City	County
State FL	Zip Code 32034	State	Zip Code
Location Contact: Dawn Bostwick	Phone 904 530 6501	Fax	Salesperson Peter Nemeth
Tax ID# <input type="checkbox"/> K-12 <input checked="" type="checkbox"/> Other Municipal PO Number (if applicable):			
<b>CONTRACT DURATION / NUMBER OF VEHICLES</b> Term of Agreement: <input checked="" type="checkbox"/> 12 Mo. <input type="checkbox"/> 24 Mo. <input type="checkbox"/> 36 Mo. <input type="checkbox"/> ____ Mo. Total Number of Vehicles: <u>2</u> Tax Exempt: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Attach Certificate)			
<b>SILVERLINING SOFTWARE</b>		<b>EQUIPMENT LIST</b>	
<input checked="" type="checkbox"/> Core Track & Trace	<input type="checkbox"/> Ridership	<b>TYPE</b>	<b>QTY</b>
<input type="checkbox"/> Comparative Analysis	<input type="checkbox"/> Fuel Card	LMU:	3030 2
<input type="checkbox"/> Time and Attendance	<input type="checkbox"/> ELD		
<input checked="" type="checkbox"/> Engine Diagnostics	<input type="checkbox"/> DVIR	Peripheral:	
<input type="checkbox"/> Turn by Turn Navigation	<input type="checkbox"/> Inspection		
<input type="checkbox"/> Here Comes The Bus		Other:	
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			
<b>SPECIAL INSTRUCTIONS:</b> Data not included, Verizon will activate per State of Florida contract. Payment below is for entire 12- month term. Piggyback of St Lucie Schools contract #15-08. Data is \$0.09 per mb per month or approximately 20 Cents per vehicle per month.			
<b>RATE AND METHOD OF PAYMENT</b>			
Base Payment \$165.36 X Number of Vehicles <u>2</u> = \$330.72		<input type="checkbox"/> Monthly	
Base Payment \$ ____ X Number of Vehicles ____ = \$ ____		<input type="checkbox"/> Quarterly	
Base Payment \$ ____ X Number of Vehicles ____ = \$ ____		<input checked="" type="checkbox"/> Annually	
Total Rental Payment \$330.72		<input type="checkbox"/> Check	
Applicable Sales Tax \$ ____		<input type="checkbox"/> ACH	
Total Rental Payment with Tax \$330.72		<input type="checkbox"/> Credit Card	
<b>PLEASE READ BEFORE SIGNING:</b> 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.			
<b>AUTHORIZATION</b>			
Company Full Name (Please Print)		Date <u>8-27-19</u>	
Authorized Signature	Date <u>9/24/19</u>	Authorized Representative of Synovia Solutions, LLC	
Authorized Signer's Printed Name	Title	Robert M. Kearn II (FO)	
<u>Michael Mullin</u>	<u>County Manager</u>		



### 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 levied 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. *Nassau County is Tax Exempt*
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 Customers 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. Customer acknowledges full cooperation in the RMA process outlined on the Support page of the Synovia Solutions website. Install Labor is not included.**
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 insure 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.

**13. 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. 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.

**14. 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.

**15. 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.

**16. 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. Further, there will be a \$7 per invoice charge if invoiced through the mail. There is no invoicing charge if invoiced electronically by email.

**17. 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.

**18. 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.

**19. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address, and date of birth. We may also ask to see your driver's license or other identifying documents.

**20. COMPARATIVE ANALYSIS.** If Customer is utilizing Comparative Analysis, Vendor requires that the Customer meets Vendor's requirements for a currently supported Operating System and a spatially accurate map. Vendor will have final approval in those requirements and specifications.

**21. TIME LIMITED PROMOTION.** In the event of a time limited promotion, revisions or modifications to this Synsurance Agreement will not be permitted.

Customer Initials



## GPS-driven Transportation Management for Nassau County Library

August 21, 2019

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## 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](mailto: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



## 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 110,000 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.



## 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 installed in a hidden location to thwart theft, vandalism or sabotage.



## 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

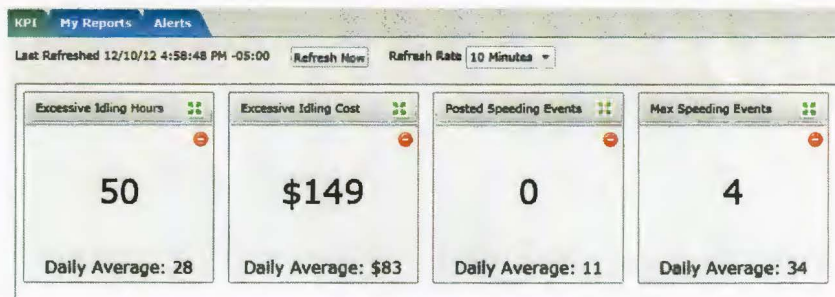
You can define any number of geofence boundaries and run reports that show when a vehicle has moved into and out of the zone.

## 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.

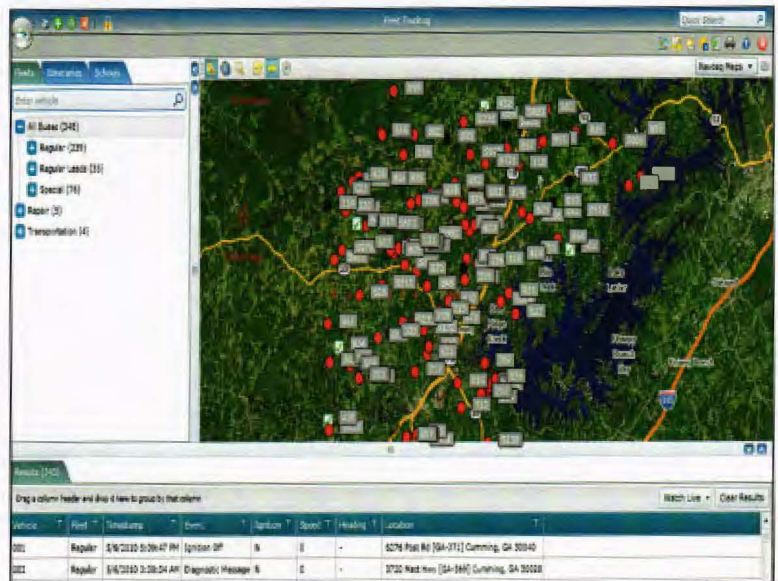
## Key Performance Indicators (KPI)

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.

