



Verizon Connect NWF GSA # GS-07F-5559R

Hardware & Service Order

Please review your contract agreement below.
For questions, please inquire with your sales contact.

ITEM # 18-1162

Aneka Tolliver

aneka.tolliver@verizon.com

CONTRACT INFORMATION	
Date	10/03/2018
Purchase Type	Purchase
Contract Type	GSA GS07F5559R
PO #	

ORDER INFORMATION	
Order Type	New Business
Customer Number	
Account Sub Type	PUBLIC SECTOR

COMPANY INFORMATION	
Company Name	City of Santa Fe NM
Doing Business As	
Address	200 LINCOLN AVE
City	SANTA FE
State	NM
Zip	87501-1904
Time Zone	

CONTACT INFORMATION					
Please select the following roles: Signatory, Accounts Payable, Install Main POC, Fleet Manager Main User					
Role	First Name	Last Name	Phone	Email	
Signatory	Erik	Litzenberg	505-955-6848	eklitzenberg@sanctafenm.gov	
Accounts Payable	Yodel	Catanach	505-955-5575	yocatanach@sanctafenm.gov	
Main POC	Yodel	Catanach	505-955-5575	yocatanach@sanctafenm.gov	
Fleet Manager	Daniel	Garcia	505-955-2351	dgarcia@sanctafenm.gov	

PRODUCTS & SERVICES									
SEQ	ITEM	SKU	CATEGORY	QTY	DEVICE CONTRACT TERM	NRC PRICE	NRC TOTAL	MRC PRICE	MRC TOTAL
1	SOL-GPS AND DIAGNOSTICS	SOL-GPS AND DIAGNOSTICS-VERIZON	SOLUTION	0250	12 Months	0.00	2,542.50	0.00	4,737.50
1.1	GPS AND DIAGNOSTICS LTE	5500N4VL	HARDWARE	250	N/A	0.00	0.00	0.00	0.00
1.2	MONTHLY SERVICE 5500	MOH5500120	SERVICE	250	12 Months	0.00	0.00	18.95	4,737.50
1.3	USM QUICK INSTALL HARNESS	PARTS104	HARNESS	250	N/A	9.57	2,392.50	0.00	0.00
1.4	HALF DAY INSTALLATION TRAINING	I-TRAINING-HALFDAY	INSTALL	1	N/A	150.00	150.00	0.00	0.00
* Sales Tax and Shipping are additional to this subtotal									
* ONE TIME CHARGE:						\$ 2,542.50	* MONTHLY RECURRING CHARGES:		
							\$ 4,737.50		

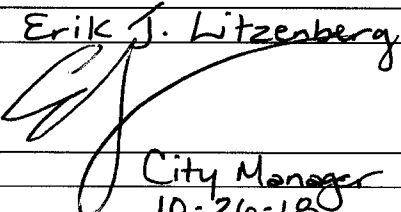
COMMENTS
The Annual cost for Service for two hundred fifty (250) 5500 GPS and Diagnostic devices for one (1) year contract term is \$56,850.00. The Total Cost of the proposal for the first contract year is \$59,392.50 (hardware, accessories, training and service).

SHIPPING INFORMATION			
LOCATION 1		LOCATION 2	LOCATION 3
Company	City of Santa Fe		
Contact	Yodel Catanach		
E-Mail	yocatanach@sanctafenm.gov		
Phone	505-955-5575		
Street Address	2451 Siringo Rd bly E		
City	Santa Fe		
State	New Mexico		
ZIP Code	87505		
Country	USA		
Shipping Method	UPS or Fedex Ground		
Items to Ship			

TAX INFORMATION	
Tax Exempt	Yes

If Tax Exempt, provide State Tax Exempt form to: nwftaxexempt@verizonconnect.com Otherwise, please enter your Tax ID below	
Tax ID	85-6000168
Credit Terms Requested	30 day

<p align="center">TERMS AND CONDITIONS</p> <p>This order is pursuant to the Terms and Conditions of Verizon Connect NWF Inc's (VCN)(formerly Networkfleet) GSA Contract# GS-07F-5559R only. The PO# if listed above is for reference purposes only, including as a reference on any invoice from VCN. Any terms and conditions contained in a PO supplied by City of Santa Fe NM are rejected, void and have no force and effect. You acknowledge, guarantee, and warrant that you are legally authorized to enter into a recurring billing arrangement with VCN. Payment Terms are Net 30 days. You understand that in order to make any alternate payment arrangements, you will contact VCN in writing at nwfaccountsreceivable@verizonconnect.com ten (10) days prior to the scheduled charge date to make the appropriate changes which require VCN's written consent. This order is subject to acceptance by VCN and is not binding on VCN until it has been accepted by VCN by either sending you notice of acceptance or the shipment of the products you have ordered. You acknowledge that City of Santa Fe NM has the power and authority to enter into this agreement and to perform its obligations hereunder, that the individual signing on behalf of City of Santa Fe NM has authority to do so, and that City of Santa Fe NM agrees to all of the terms and conditions of VCN's GSA Contract# GS-07F-5559R and agrees that this order is subject solely to the terms and conditions of VCN's GSA Contract# GS-07F-5559R.</p> <p>Notes:</p> <p>1. Any of the listed equipment marked as OPEN MARKET are products that are not listed on GSA Federal Supply Schedule Contract No. GS-07F-5559R (and, pursuant to FAR 8.402(f), should be noted applicably on all procurement documents including but not limited to Purchase Orders, BPAs, or individual task or delivery orders). OPEN MARKET products are manufactured by third parties and may be manufactured or substantially transformed in non-designated countries. Please contact us if you need country of origin information for a specific product.</p> <p>2. Taxes and Shipping:</p> <p>a. Pricing provided does not include taxes. Taxes (if applicable) are applied to the monthly invoice.</p> <p>b. Shipping: FOB Destination. Shipping is included in the price above.</p> <p>3. If applicable: "Qty" for Configurable Update Rate: Notwithstanding the "Qty" (quantity) specified above, the Monthly Recurring for the Configurable Update Rate each month will be determined by the fastest actual Configurable Update Rate per device enabled by the Customer at any time during the respective month, via Customer's SSP. Configurable Update Rate purchases for the 5000 series device models require the customer to enable the specific Update Rate feature (i.e. 15, 30, 45, 60 seconds) on their SSP after device activation and registration.</p> <p>4. Promotion for Networkfleet 5200 and 5500 series products only: From 10/1/2018 to 10/31/2018, new and existing Government customers will receive a discount of \$80.00 for the purchase of each new 5200 or 5500 Device with a new line of Networkfleet Services and a minimum twelve (12) month Device Contract Term. The applicable Device will be activated on the earlier of (1) installation in a vehicle or (2) 12/21/2018. The Networkfleet Services fee for the applicable Device begins at the time of activation of the Device, but in no event later than 12/21/2018. NOTE: Any executed order, received later than 10/31/2018, will be null and void and ineligible to receive the discount described above.</p>

<p align="center">CUSTOMER SIGNATURE</p> <p align="center">I have read and agree to the terms and conditions.</p>	
Print Name	Erik J. Litzenberg
Signature	
Position	City Manager
Date	10-26-18

VERIZON CONNECT NWF INC. (VCN) (FORMERLY NETWORKFLEET, INC.) /CITY OF SANTA
FE ADDENDUM

COMPENSATION

The total cost of the Service quote is for up to two hundred fifty (250) 5500 GPS and Diagnostic devices for one year=\$59,392.50 fifty nine thousand three hundred and ninety-two dollars and fifty cents which includes hardware, accessories, training and service.

INDEMNIFICATION

VCN shall defend, indemnify and hold Customer harmless against any third party claims, and all associated damages, suits, proceedings, liens, penalties, liabilities, awards or expenses, to the extent that such claims allege that the Device or the VCN Service infringes such third party's intellectual property rights; provided, however, that VCN's obligations hereunder shall not apply if and to the extent that the infringement or alleged infringement is caused by or otherwise results from (a) the use of the Device or the VCN Service other than as specifically authorized by VCN; (b) the combination or use of the Device or the VCN Service with non-VCN products or services, including, but not limited to, Customer's products and services; or (c) any acts or omissions of Customer or any other third party.

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

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. Contractor and its agents and employees are independent Contractors performing professional services for the CITY and are not employees of the CITY.

B. CONTRACTOR shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable

to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

APPLICABLE LAW; CHOICE OF LAW; VENUE

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

AMENDMENT

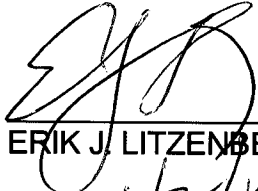
This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

SEVERABILITY

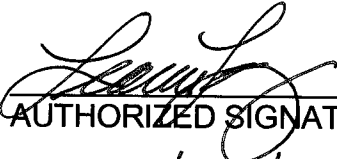
In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

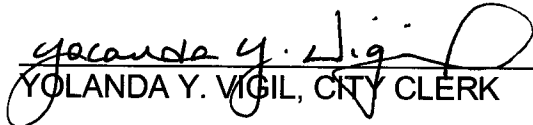

CITY OF SANTA FE:


ERIK J. LITZENBERG, CITY MANAGER
Date: 10/25/18

CONTRACTOR:
VERIZON CONNECT NWF INC.


AUTHORIZED SIGNATURE
Date: 10/24/2018
CRS: 33-0872319
Business Registration: 18-00147121

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK 

APPROVED AS TO FORM:


ERIN K. MCSHERRY, CITY ATTORNEY 10/22

APPROVED:


MARY T. MCCOY, FINANCE DIRECTOR

62251/62252.561200/530710/572800.VARIOUS SUBSIDIARY CODES
Business Unit/Line Item/Subsidiary Codes



Protect your fleet with VERIZON NETWORKFLEET'S ROADSIDE ASSISTANCE

When your business depends upon a reliable fleet, nothing's more inconvenient than a breakdown. If it happens to you, get help in a hurry with our Roadside Assistance plan. Networkfleet® is one of the only GPS fleet management systems offering emergency roadside assistance at no additional cost. Through contracted service providers, we provide the following services to vehicles covered under the plan:

TOWING

If one of your vehicles breaks down, we'll have it towed up to 25 miles from the point of breakdown to the nearest service provider or driver-specified location.

- Additional miles will incur a fee paid directly to the service provider.
- Trailer towing (attached or unattached) is a separate service event and will incur additional charges.
- Accident-related towing is not covered.

LOCKSMITH SERVICES

We help locked-out drivers gain entry to their vehicles.

- Vehicle must be at an accessible location.
- Locksmith service does not include the cost of keys, parts, or additional labor beyond gaining entry to the vehicle.
- Convertible vehicles cannot be unlocked, and must be towed.

BATTERY BOOST

If your battery dies, we'll jump-start your vehicle and/or perform minor mechanical adjustments to get it going again.

- Hybrid vehicles are ineligible for the plan's battery boost service and will be towed.

TIRE CHANGE

When a vehicle suffers a blowout or flat, we'll replace it with the vehicle's spare tire.

- One tire change per service visit.
- More than one flat tire or the absence of a spare will require towing the vehicle to a service location.
- Fixing or patching the flat tire is not included.

FUEL DELIVERY

We'll deliver up to three gallons of fuel to a vehicle that runs out of gas. If necessary, the vehicle will be towed to the nearest gas station.

- Our plan covers delivery of the fuel only. The cost of the fuel must be paid directly to the service provider.
- If more than three gallons are needed, the service provider will make arrangements to tow the vehicle to the nearest gas station.
- When requesting this service, the caller must specify either unleaded or diesel fuel.

WINCH SERVICE

Vehicles stuck on ice or in mud or snow on a normally traveled roadway will be extracted during safe conditions. We can provide winch service from up to 100 ft. off the roadway.

LOST/STOLEN VEHICLES

We can even help in the event of a theft. If a vehicle is stolen, immediately:

- Contact the local authorities to report the vehicle lost or stolen.
- Contact Networkfleet at 1.866.227.7323. Press "2" and provide the following information:
 - Police report number and name of the police division
 - Officer's contact name
 - Police division telephone number

Our Roadside Assistance representative will contact the officer handling the case to provide the vehicle's location information.

Service is available to all vehicles licensed for operation on public roads and equipped with a Networkfleet device*. The plan includes up to four of the above services per vehicle, per calendar year. Plus, our Auto Call-Back feature automatically calls you to verify the job has been completed.

To learn more about Networkfleet, contact your Verizon account manager, or visit networkfleet.com.

Networkfleet Roadside Assistant Services will be provided as stated above, unless extenuating circumstances (as defined by the Networkfleet Roadside Assistance Plan) exist, in which case the service provider will notify the customer of any restrictions and/or applicable fees. Service is not provided on restricted roadways as determined by state and local authorities.

*Excludes vehicles using Asset Tracking service and/or Yellow Iron equipment.

CONTACT US

E-mail: sales@networkfleet.com
Call: 866.869.1353
Web: networkfleet.com

networkfleet.com



Verizon Networkfleet: COST-EFFECTIVE FLEET MANAGEMENT SOLUTIONS

WHO WE ARE

Networkfleet is a leading provider of wireless fleet management services that improve fleet operations by decreasing fuel use and maintenance costs, optimizing vehicle utilization, and improving driver management. Since 1999 Networkfleet has been providing cost-effective fleet management solutions and is part of the Verizon Telematics team.

WHAT WE DO

Networkfleet™ combines GPS fleet tracking technologies with engine diagnostics and comprehensive vehicle utilization reporting to create reliable, affordable fleet management solutions. We help government agencies, public utilities, small- to medium-sized companies, and large commercial enterprises save time and money by providing the data they need to make better fleet management decisions.

BENEFITS OF USING NETWORKFLEET

Networkfleet produces measurable results in areas that matter most to today's cost-conscious fleet managers.

Improve

- Fleet productivity
- Driver safety
- Driving habits
- Dispatching efficiency
- Proactive maintenance
- Profit margins

Reduce

- Fuel consumption
- Carbon footprint
- Risk of loss from stolen vehicles
- Miles driven
- Accident risks
- Operational costs

PRODUCTS AND SERVICES

Our comprehensive fleet management system includes:

Vehicle Tracking Hardware

- Locates vehicles in near real-time
- Monitors vehicle data such as mileage, speed, and fuel consumption
- Tracks engine diagnostic trouble codes
- Contains Garmin integration to communicate directly with drivers
- Comes with limited lifetime warranty*

Asset Tracking

- Reliable, battery-powered tracking of fixed and movable fleet assets like trailers, sheds, generators, and heavy equipment
- Accessible in an easy to use online interface

Emergency Roadside Assistance

- Includes nationwide stolen vehicle recovery assistance

Third Party Data Integration

- Easily integrates with other vehicle management applications such as GIS, fleet management, and dispatching/scheduling software

To learn more about Networkfleet, contact your Verizon account manager, or visit networkfleet.com.



Fast Facts

- 50 patents issued or pending
- Numerous industry awards

CONTACT US

E-mail: sales@networkfleet.com

Call: 866.869.1353

Web: networkfleet.com

networkfleet.com

Limited Lifetime Warranty is non-transferable and is applicable only to new Networkfleet 5000 series devices purchased on or after April 1, 2013, and for which Networkfleet has received continuous uninterrupted service payments from the original activation date. © 2013 Verizon. All Rights Reserved. The Verizon name and logo and all other names, logos, and slogans identifying Verizon's products and services are trademarks and service marks or registered trademarks and service marks of Verizon Trademark Services LLC or its affiliates in the United States and/or other countries. All other trademarks and service marks are the property of their respective owners. FS-N001 12/31/13