## CS-23-378 Contract No. CM3671

BOCC CONTRACT		conti tracki CM3	NG NO.	
SECTION 1 - GENERAL INFORMATION Requesting Department: Public Works Telephone: (904) 530-6131	Contact Pers Email: igutierrez@nassa	On: Idalia Gutierrez/Doug F	Podiak	
SECTION 2 - VENDOR INFORMATION				٦
Name: Samsara Inc.				
Address: 1990 Alameda Street, 5th Floor City: San Francisco	State: CA	Zip Code: 9	4103	
Vendor's Administrator Name: Mitul Gandhi		Title: Team Lead-Senior A		
Telephone: (678) 974-1207	Email: mitul.gandhi@san			
SECTION 3 – VENDOR AUTHORIZED SIGN Authorized Signatory Name: Adam Eltoukhy, Chief Legal C Authorized Signatory Email: legalnotices@samsara.com (IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE SECTION 4 - CONTRACT INFORMATION	Officer	CTOR WITH AUTHORITY	TO BIND COMPANY.)	-
Contract Name: Piggyback Agreement for Fleet Management Te	echnologies with Related Softwa	re Solutions		
Type: DNew Contract Work Authorization Short Description of Product(s)/Service(s) Being R			unty fleet.	
(GOODS AND/OR SERVICES TO		OCATION ETC.)		
Procured Method: Quotes DITB DRFP			ole Source	
Single Source Other Sourcewell Contract #020221	Litt Q BI 1569 Duck		oie source	
Total Amount of Contract: \$49,213.70			(Estimate if necessary)	-
Account Number: Multiple (See attached spreadsheet)				
Source of Funds: County State Federal	Other:			
County Authorized Signatory: BOCC Chairma: (IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)				
SECTION 5 – INSURANCE Insurance Category: Category L Category M	Category H Ot		ice mp	
		Risk Manager	Initials:	_
SECTION 6 – AMENDMENT INFORMATION Contract Tracking No:	Amendment No: Extension	n Amended Amount:		-
County Authorized Signatory: BOCC Chairman (IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF OF BOCC				
APPROVALS PURSUANT TO N. 5/17/2024		CHASING POLICY	5/20/2024	
Department Head/Contract Manager Date	Procuremen		Date	
(huis Lasan hua 5/17/2024	TP D	required only if procure	ement related) 5/30/2024	
Office of Mgmt. & Budget         5/17/2024	4. Venise County Atte		Date	
COUNTY MANAGER -				
	5/3	0/2024		
	- / -			



#### **Requisition Form**

#### NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS 96135 Nassau Place Suite 1

VENDOR NAME/ADDRESS

Yulee, FL 32097

Public Works

REQUESTED BY

Samsara Inc.

1 De Haro Street

San Francisco, CA 94107

VENDOR NUMB	R FUNDING SOURCE		AMOUNT AVAILAD	CT 4 NO 4 DID		rez/Doug Podiak
	Fleet Management Technology Multiple			Encumbe	er Contract	CM3671
TEM NO.	Vehicle IoT Gateway, model VG54	<b>QBANITEY</b> 168.00	\$ 0.00	AMOUNT \$ 0.00	Sourcewell Co	ntract
2	VG54 Aux Cable	168.00	\$ 0.00	\$ 0.00	#020221-SAM Contract Expira 3/26/2025	ation Date:
3	Enhaned VG Series OBDII J1962 L-mount cable	165.00	\$ 0.00	\$ 0.00		preadsheet for
1	AG52 Powered Asset Gateway	33.00	\$ 0.00	\$ 0.00		laoiginionoi
5	CBL-AG-BPWR	33.00	\$ 0.00	\$ 0.00		
3	AG51 Unpowered Asset Gateway	29.00	\$ 0.00	\$ 0.00		- 8 <sub></sub>
7	Powered asset gateway	25.00	\$ 0.00	\$ 0.00		
}	Enhanced VG Series J1939 or J1708 (9-pin)	17.00	\$ 0.00	\$ 0.00		
9	AG J1939 9pin cable	17.00	\$ 0.00	\$ 0.00		
10	Vehicle IoT Gateway,model VG54, for HD Vehicles	14.00	\$ 0.00	\$ 0.00		
11	9-pin Caterpillar cable	8.00	\$ 0.00	\$ 0.00		
12	14-pin Caterpillar cable	8.00	\$ 0.00	\$ 0.00		
13	AG Non-Trailer Power Cable Harness	2.00	\$ 0.00	\$ 0.00		
4	Enhanced VG Series direct-wire non-diagnostic power cable	2.00	\$ 0.00	\$ 0.00		
15	License for Unpowered Asset Tracker	29.00	\$ 96.00	\$ 2,784.00		
16	License for Asset Gateways	25.00	\$ 156.00	\$ 3,900.00		
17	License for Basic Powered Asset Tracker	33.00	\$ 120.90	\$ 3,989.70		
8	License for Vehicle Gateways-Public Sector Only- No WiFi, No ELD	182.00	\$ 210.00	\$ 38,220.00		
RIGINAL	- FINANCE			Shipping	\$	320.00

COPY - DEPARTMENT

Department Head

I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County

Purchasing Policy. Doug Podiak

5/17/2024

Office of Management and Budget (signature required if greater than \$1,000.00 for services or if greater than \$5,000 for goods) I attest that, to the best of my knowledge, funds are available for payment. (uvis (avambra 5/17/2024)

Procurement Director (signature required if greater than \$5,000.00) I attest that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy. Janace 5/20/2024

County Manager (signature required if greater than \$100,000.00)

I attest that,	to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no othe	r conditions would prevent approval
TZ	5/30/2024	
	-,,	120

LPB

\$49,213.70

Total

Department	ORG	OBJ
Fleet	03491549	554000
NAU	71500536	554000
Building	45245524	554000
Development Services	04335515	554000
Capital Projects	03420541	554000
Planning	04247515	554000
Code	04243524	554000
Solid Waste	01362534	554000
Animal Control	04621562	554000
Storm Water	03336541	554000
Traffic Signals	03335541	554000
Library	01711571	554000
Extension	01371537	554000
п	01132516	554000
Facilities	01073519	554000

Licenses	Total per Dept
\$29,406.50	\$29,406.50
\$1,956.90	\$1,956.90
\$1,890.00	\$1,890.00
\$1,260.00	\$1,260.00
\$210.00	\$210.00
\$210.00	\$210.00
\$840.00	\$840.00
\$1,183.80	\$1,183.80
\$420.00	\$420.00
\$630.00	\$630.00
\$420.00	\$420.00
\$210.00	\$210.00
\$1,050.00	\$1,050.00
\$420.00	\$420.00
\$9,106.50	\$9,106.50
-	\$49,213.70

# CS-23-378 Contract No. CM3671

Depart	W-9 Dctober 2018) ment of the Treasury I Revenue Service	Request for Taxpayer Identification Number and Certific Go to www.irs.gov/FormW9 for instructions and the lates				ster.	to the Do not e IRS.
	Samsara Inc.	on your income tax return). Name is required on this line; do not leave this line blank. Iisregarded entity name, if different from above					
Print or type. See Specific Instructions on page 3.	following seven to single-member Limited liability Note: Check to LLC if the LLC another LLC to is disregarded Other (see ins Address (number 6 City, state, and Z San Francisco, 7 List account num	e proprietor or  └ C Corporation □ S Corporation □ Partnership r LLC y company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnersh he appropriate box in the line above for the tax classification of the single-member own c is classified as a single-member LLC that is disregarded from the owner unless the ov hat is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single from the owner should check the appropriate box for the tax classification of its owner tructions) ► , street, and apt. or suite no.) See instructions.  ct // CA 94107 ber(s) here (optional)	Trust/estate	4 Exempt certain ent instruction Exempt pa Exemption code (if ar (Applies to acc ind address	tities, not is on pag yee code i from FA iy)	individu e 3): (if any) TCA rep D	5 porting
Pa		ver Identification Number (TIN)	id Social sec	urity numb	or		
backu reside entitie <i>TIN</i> , la <b>Note:</b>	up withholding. For ent alien, sole prop es, it is your employ ater. If the account is ir	propriate box. The TIN provided must match the name given on line 1 to avo individuals, this is generally your social security number (SSN). However, for rietor, or disregarded entity, see the instructions for Part I, later. For other ver identification number (EIN). If you do not have a number, see <i>How to get</i> a more than one name, see the instructions for line 1. Also see <i>What Name au</i> <i>guester</i> for guidelines on whose number to enter.	a or	_	-	er 0 3	9

## Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Dater COLLINECED	Sign Here		Clink	·Oh	L	Date ►	03/21/2023
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# **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

· Form 1099-INT (interest earned or paid)

Form 1099-DIV (dividends, including those from stocks or mutual funds)

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- · Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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#### Form W-9 (Rev. 10-2018)

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

. An individual who is a U.S. citizen or U.S. resident alien;

 A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

· An estate (other than a foreign estate); or

A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## **Backup Withholding**

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee* code, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

# What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

#### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the owner that is not disregarded entity is a foreign person, the owner of the disregarded entity is a foreign person, the owner of the disregarded entity is a foreign person, the owner of the disregarded entity is a foreign person, the owner of the disregarded entity is a foreign person, the owner of the disregarded entity is a foreign person, the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

#### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

#### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

## CS-23-378 Contract No. CM3671

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IF the entity/person on line 1 is a(n)	THEN check the box for
Corporation	Corporation
<ul> <li>Individual</li> <li>Sole proprietorship, or</li> <li>Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.</li> </ul>	Individual/sole proprietor or single- member LLC
<ul> <li>LLC treated as a partnership for U.S. federal tax purposes,</li> <li>LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or</li> <li>LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.</li> </ul>	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
Partnership	Partnership
Trust/estate	Trust/estate

#### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

 Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2-The United States or any of its agencies or instrumentalities

3-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4-A foreign government or any of its political subdivisions, agencies, or instrumentalities

#### 5-A corporation

6-A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

 $7{-}A$  futures commission merchant registered with the Commodity Futures Trading Commission

8-A real estate investment trust

9---An entity registered at all times during the tax year under the Investment Company Act of 1940

10-A common trust fund operated by a bank under section 584(a)

11-A financial institution

12-A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section  $\ensuremath{4947}$ 

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B-The United States or any of its agencies or instrumentalities

C-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E-A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G-A real estate investment trust

 $\rm H-A$  regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I-A common trust fund as defined in section 584(a)

J-A bank as defined in section 581

K-A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

#### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

#### Line 6

Enter your city, state, and ZIP code.

#### Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See What Name and Number To Give the Requester, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
<ol> <li>Two or more individuals (joint account) other than an account maintained by an FF!</li> </ol>	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
<ol> <li>Custodial account of a minor (Uniform Gift to Minors Act)</li> </ol>	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
<ol> <li>Sole proprietorship or disregarded entity owned by an individual</li> </ol>	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
<ol> <li>Disregarded entity not owned by an individual</li> </ol>	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax- exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

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For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
<ol> <li>Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))</li> </ol>	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- · Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/ldentityTheft* to learn more about identity theft and how to reduce your risk.

## **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# NASSAU COUNTY PIGGYBACK AGREEMENT

THIS NASSAU COUNTY PIGGYBACK AGREEMENT (hereinafter "Agreement") is by and between the NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter called "County" and SAMSARA INC., hereinafter called "Vendor".

WHEREAS, the County requires the following goods and services: fleet management software for GPS reporting services; and

WHEREAS, the Vendor has previously entered into a Contract with Sourcewell (Sourcewell Contract 020221-SAM) (hereinafter "Lead Contracting Agency"), pursuant to a formal competitive procurement process for the same goods and services (hereinafter "Original Contract"), a copy of which is attached hereto and incorporated herein as "Exhibit A"; and

**WHEREAS**, Section 1-141(d)(3) of the Nassau County Code of Ordinances, Purchasing Policy, allows for piggybacking for the same goods or services; and

**WHEREAS**, the County desires to access the Original Contract with the Vendor for the acquisition of said goods and services in accordance with the terms of the "Exhibit A".

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

## SECTION 1. Recitals.

**1.1** The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

## SECTION 2. Exhibits.

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Agreement:

Exhibit A ORIGINAL CONTRACT WITH LEAD CONTRACTING AGENCYExhibit B VENDOR'S QUOTE/PROPOSAL AND LICENSE FEE AGREEMENTExhibit C INSURANCE DOCUMENTS

## SECTION 3. Prices, Parties and Additional Terms and Conditions.

**3.1** The Vendor shall be compensated in an amount not to exceed Forty-Nine Thousand, Two Hundred Thirteen Dollars and 70/100 (\$49,213.70) in accordance with Vendor's Quote/Proposal

and License Fee Agreement attached hereto and incorporated herein as Exhibit "B." The Vendor's Quote/Proposal and License Fee Agreement shall reflect the pricing under the same terms and conditions as contained in Exhibit "A" or lower if needed but, cannot exceed the pricing listed in Exhibit "A".

**3.2** All references to "Participating Entity" in Exhibit "A" shall for the purpose of this Agreement be replaced with the words of "Nassau County" or "County".

**3.3** The County's use of Vendor's products and/or services ("Products") is subject to Vendor's terms of service available at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/ ("Terms of Service"). In the event of any conflict between the terms of this Agreement and the terms of the Original Contract or any attachments of the Terms of Service, the terms of this Agreement shall prevail.

## SECTION 4. Term of Agreement.

**4.1** Notwithstanding any other provision of the Original Contract to the contrary, the term of this Agreement shall begin upon the date fully executed and shall continue for a period of one year or until otherwise terminated earlier as provided in this Agreement or the Terms of Service. This Agreement may be extended up to one additional one-year period upon request of the County and with written agreement by Vendor.

## **SECTION 5. Termination for Default.**

**5.1** If the Vendor materially fails to perform any of its obligations under this Agreement, and if such default remains uncured for a period of more than thirty (30) days after notice thereof was given in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Agreement.

**5.2** Upon termination of this Agreement, the Vendor shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; and (3) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

## SECTION 6. RESERVED.

## **SECTION 7. Public Records.**

7.1 The County is a public agency subject to Chapter 119, Florida Statutes. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF

# CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097. Under this Agreement, to the extent that the Vendor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records in whatever format required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Agreement if the Vendor does not transfer the records to the public agency.
- d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the County.
- e. A request to inspect or copy public records relating to a Nassau County Agreement must be made directly to the Nassau County Custodian of Public Records. If Nassau

County does not possess the requested records, Nassau County shall immediately notify the Vendor of the request, and the Vendor must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If the Vendor does not comply with Nassau County's request for records, Nassau County shall enforce the Agreement provisions in accordance with the terms of the Agreement. Any Vendor which fails to provide public records to Nassau County within a reasonable time may be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

f. If a civil action is filed against the Vendor to compel production of public records relating to the Agreement, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

- g. A notice complies with this Section, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Agreement with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 11.1 hereinbelow.
- h. If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.
- i. In reference to any public records requested under this Agreement, the Vendor shall identify and mark specifically any information which the Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information

claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

In conjunction with the confidential and/or proprietary information designation, the j. Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials. The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all third party claims and actions (whether or not a lawsuit is commenced) to the extent directly arising from the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Vendor's designation of material as exempt from public disclosure. In no event will Vendor's total aggregate liability arising out of or in connection with this section 7.1 (j) exceed the amounts the County has paid to Vendor hereunder during the twelve (12) months preceding the event giving rise to the damage.

## **SECTION 8. E-Verify.**

**8.1** The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of this Agreement to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Agreement), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

**8.2** The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided

above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor to perform any portion of the work (under this Agreement), the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Agreement.

**8.3** Compliance with the terms of the E-Verify program provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of the Agreement. If the County terminates the Agreement pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated.

## SECTION 9. Prompt Payment Act.

**9.1** All payments shall be made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

## SECTION 10. Indemnity.

**10.1** Vendor will defend (or settle), at its expense, any actual or threatened third-party action, suit or proceeding against the County ("Claim") to the extent such Claim is based on an allegation that Vendor's Products or any part thereof, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret, and will indemnify the County for any costs, damages and reasonable attorneys' fees attributable to such Claim that are awarded against the County. Vendor's obligations under this section are contingent upon: (a) the County providing Vendor with prompt written notice of such Claim; (b) the County providing reasonable cooperation to Vendor at Vendor's expense, in the defense and settlement of such Claim; and (c) Vendor having sole authority to defend or settle such Claim. In the event that Vendor's right to provide the Products is enjoined or in Vendor's reasonable opinion is likely to be enjoined, Vendor may obtain the right to continue providing the Products, replace or modify the Products so that it becomes non-infringing, or, if such remedies are not reasonably available, terminate the Agreement without liability to the County and the County will be provided a Refund (as defined in the Terms of Service). NOTWITHSTANDING ANYTHING TO THE CONTRARY IN A PURCHASE ORDER OR THIS AGREEMENT, THE FOREGOING

STATES THE ENTIRE OBLIGATION OF VENDOR AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE PRODUCTS, AND VENDOR IS NOT SUBJECT TO ANY OTHER INDEMNIFICATION OBLIGATIONS WITH RESPECT TO ANY LOSSES, CLAIMS, ACTIONS, OR PROCEEDINGS EXCEPT AS SET FORTH IN THIS SECTION. Vendor will have no liability under this section to the extent that any Claim results from: (a) modifications to the Products made by a party other than Vendor or a party acting on Vendor's behalf; (b) the combination, operation or use of the Products with equipment, devices, software or data not supplied by Vendor; (c) the County's failure to use updated or modified versions of the Products provided by Vendor; (d) Vendor's compliance with any designs, specifications or plans provided by the County; or (e) the County's use of the Products other than in accordance with the Terms of Service or any documentation.

# SECTION 11. Notices.

11.1 All notices to the County under this Agreement shall be deemed served if sent in a manner requiring signed receipt of delivery, such as Federal Express, or if mailed, Registered or Certified Mail, return receipt requested as follows:

Point of Contact: Nassau County Attn: Director of Public Works 45195 Musslewhite Road Callahan, Florida 32011

Notices to Vendor must be made via email to the email address below.

Samsara Inc. Email: legalnotices@samsara.com Telephone: (415) 985-2400 Address: Attn: Legal Team, 1 De Haro Street, San Francisco, CA 94107

# SECTION 12. Fiscal Funding.

12.1 This Agreement is subject to the availability of the County funding for each item and obligation and may be terminated without liability, penalty or further obligation other than payment of fees then due and owing.

# SECTION 13. RESERVED.

## SECTION 14. Insurance.

14.1 The Vendor has provided to the County a Certificate of Insurance and agrees to maintain at all times during the term of this Agreement, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "C". The policy limits required are to be considered minimum amounts and Vendor shall notify the County in writing of any reduction, cancellation or substantial change of policy or policies. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

## SECTION 15. Independent Vendor Status.

**15.1** The Vendor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

15.2 The Vendor and the County agree that during the term of this Agreement: (a) the Vendor has the right to perform services for others; (b) the Vendor has the right to perform the services required by this Agreement; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.

## SECTION 16. Taxes, Liens, Licenses and Permits.

16.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

16.2 The Vendor shall secure and maintain all applicable licenses and permits required to perform the services under this Agreement and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Agreement, and to meet all applicable federal, state, county and municipal laws, ordinances, policies and rules.

## SECTION 17. Assignment.

**17.1** Neither party shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other party.

## SECTION 18. Compliance with Laws.

**18.1** The Vendor agrees to comply with all applicable federal, state and local laws, rules and regulations during the term of this Agreement.

## SECTION 19. Governing Law and Venue.

**19.1** This Agreement shall be interpreted and construed in accordance with the laws of the Statue of Florida with Venue for any action brought in Nassau County, Florida.

# SECTION 20. Severability.

**20.1** If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement which shall be deemed an original on the day and year last written below.

# NASSAU COUNTY, FLORIDA

SAMSARA INC.

5/30/2024

By: Taco E. Pope, AICP Its: Designee

Date

adam &	Eltoukly	
By: Ada	m Eltoul	khy
Its: Chie	ef Legal (	Office

Date

5/20/2024

er Address: 1 De Haro Street, San Francisco, CA 94107

Approved as to form by County Attorney

Denise ( May

Denise C. May, County Attorney

Date:\_\_\_5/30/2024

## EXHIBIT "A" ORIGINAL CONTRACT WITH LEAD CONTRACTING AGENCY

020221-SAM



# Solicitation Number: 020221

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Samsara Inc., 1990 Alameda Street, 5<sup>th</sup> Floor, San Francisco, CA 94103 (Vendor).

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

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

## 1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires March 26, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. WARRANTY. Vendor will extend to the Participating Entity the return and warranty terms set forth in Vendor's Hardware Warranty and RMA Policy, subject to the related limitations set forth therein. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer.

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

## 3. PRICING

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

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within 30 days of the date of delivery at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

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

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

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

# 4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

• Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

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

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

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

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

# 6. PARTICIPATING ENTITY USE AND PURCHASING

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

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity. By accessing the Contract, Participating Entities agree not to file any claims or causes of action against Sourcewell, or otherwise seek to hold Sourcewell, including its agents and employees, liable in connection with Vendor's Equipment, Products, and Services.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased, provided that such termination will be effective as of the date of the beginning of the period for which funds have not been appropriated;

2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or

3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, and such breach continues for a period of 30 days following receipt of written notice to cure.

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

## 7. CUSTOMER SERVICE

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

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

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

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

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

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

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

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

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

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

# 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement, except in the case of a merger, acquisition, or sale of all or substantially all of the assets of Vendor. Such consent will not be unreasonably withheld.

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

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

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or

oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell, including its agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the breach of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Vendor be liable to Sourcewell for incidental, special, exemplary, or consequential damages, including lost profits, loss of data or goodwill, service interruption, computer damage or system failure, or the cost of substitute services. Vendor's indemnification and liability obligations to a Sourcewell Participating Entity will be as set forth in Vendor's Terms of Service, subject to the limitations set forth therein.

Vendor's indemnification and hold harmless obligations under this Section 11 and Section 13 below are contingent upon: (a) Sourcewell providing Vendor with prompt written notice of a claim; (b) Sourcewell providing reasonable cooperation to Vendor, at Vendor's expense, in the defense and settlement of such claim; and (c) Vendor having sole authority to defend or settle such claim. Notwithstanding subsection (c) of this provision, Sourcewell may employ, at its sole cost and expense, separate counsel of its own choosing, but in no event Vendor will be liable for any damages or liability arising out of Sourcewell's employment of its own counsel.

## **12. GOVERNMENT DATA PRACTICES**

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

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

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

## A. INTELLECTUAL PROPERTY

1. Grant of License. During the term of this Contract:

a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

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

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

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

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws ("IP Claim"). Vendor will have no liability under this section to the extent that any IP Claim results from: (a) modifications to the Equipment or Products made by a party other than Vendor or a party acting on Vendor's behalf; (b) the combination, operation or use of the Equipment or Products with equipment, devices, software or data not supplied by Vendor nor reasonably contemplated by this Contract; (c) a party's failure to use updated or modified versions of the Equipment or Products provided by Vendor to avoid a claim; (d) Vendor's compliance with any designs, specifications or plans provided by Sourcewell or a Participating Entity; or (e) use of the Products other than in accordance with this Contract, any additional terms agreed between Vendor and a Participating Entity, or any

documentation provided by Vendor. Vendor's indemnification and liability obligations to a Sourcewell Participating Entity will be as set forth in Vendor's Terms of Service, subject to the limitations set forth therein.

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

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

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

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

# 14. GOVERNING LAW, JURISDICTION, AND VENUE

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

## **15. FORCE MAJEURE**

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

## **16. SEVERABILITY**

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

## **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

1. *Notification*. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
 Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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

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

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

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

## **18. INSURANCE**

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. Workers' Compensation and Employer's Liability. Workers' Compensation: As required by any applicable law or regulation.

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Employer's Liability Insurance: must be provided in amounts not less than listed below: Minimum limits:

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

2. Commercial General Liability Insurance. Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits: \$1,000,000 each accident, combined single limit

4. Umbrella Insurance. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits: \$2,000,000

5. Network Security and Privacy Liability Insurance. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence \$2,000,000 annual aggregate

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

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

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

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

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

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

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

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing

regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

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

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

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

# 22. CANCELLATION

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

# CS-23-378 Contract No. CM3671

020221-SAM

Sourcewell

DocuSigned by: Jeremy Schwartz -COFD2A139D06489...

Jeremy Schwartz Title: Chief Procurement Officer 4/1/2021 | 1:57 PM CDT

Date: \_\_\_\_\_

By:

Approved:

DocuSigned by: Chad Coanette 7E42B8F817A84CC

By: \_\_\_\_\_\_\_\_Chad Coauette Title: Executive Director/CEO 4/1/2021 | 7:57 PM CDT

Date:

Samsara Inc.

DocuSigned by: Adam Eltoubly -022A22405912470...

By: \_\_\_\_\_ Adam Eltoukhy Title: VP & General Counsel 4/1/2021 | 12:47 PM PDT

Date:

# RFP 020221 - Fleet Management Technologies with Related Software Solutions

# **Vendor Details**

Email:

Transaction #:

Submitter's IP Address:

Company Name:	Samsara Networks Inc
Does your company conduct business under any other name? If yes, please state:	Samsara
Address:	1990 Alameda St 5th Floor San Francisco, CA 94103
Contact:	Brian Glowiak
Email:	brian.glowiak@samsara.com
Phone:	860-680-2388
Fax:	860-680-2388
HST#:	47-3100039
Submission Details	
Created On:	Friday January 08, 2021 12:36:01
Submitted On:	Tuesday February 02, 2021 15:13:45
Submitted By:	Hannah Bennett

hannah.bennett@samsara.com

52.119.119.247

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### Specifications

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

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

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Samsara Networks Inc.	
2	Proposer Address:	Samsara Networks Inc., 1990 Alameda Street, 5th Floor, San Francisco, CA, 94103	
3	Proposer website address:	www.samsara.com	
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Adam Eltoukhy, VP & General Counsel 1990 Alameda Street 5th Floor San Francisco, CA 94103. adam.eltoukhy@samsara.com	
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brian Glowiak, Regional Sales Manager, Public Sector 1234 Samsara Miami, FL 33101 Brian.Glowiak@Samsara.com 860-680-2388	
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Courtney McGowan, Director, Public Sector 1234 Samsara Miami, FL 33101 Courtney@Samsara.com	

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

Line	Question	Response*	
Item	and the second se		н.

7	Provide a brief history of your company,	Samsara is the global leader in Industrial IoT. Our mission is to increase the
	including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	efficiency, safety, and sustainability of the operations that power our economy. Samsara's portfolio of complete Internet of Things ("IoT") solutions combine hardware, software, and cloud to bring real-time visibility, analytics, and AI to operations. Since Sanjit Biswas and John Bicket founded Samsara in 2015, the company has grown to over 1400 employees with major offices in San Jose, Atlanta, and London with headquarters in San Francisco and today we serve over 24,000 customers across diverse industries, including transportation, logistics, field services, passenger transit, waste management, food and beverage, oil & gas, utilities, construction, state and local gov, and manufacturing. Our core company values are 1. Obsess over customers 2. Adopt a growth mindset 3. Build for the long term.
		Samsara is a privately held company led by Sanjit Biswas, CEO & Co-Founder, and John Bicket, CTO & Co-Founder, both of whom sit on the Board. Sanjit and John are joined on the board by Marc Andreessen, Founding Partner, Andreessen Horowitz, and Hemant Taneja, Managing Director, General Catalyst. Prior to Samsara, our leadership team worked together for over a decade. The Samsara leadership team previously founded Meraki (now part of Cisco Systems), the cloud- managed networking leader that powers over 2 million networks worldwide. Much of our expertise in building large-scale cloud systems, obsessing over customer feedback to quickly innovate and grow our solutions, security, simplicity, ease of use, etc. carried over to Samsara and contributes to our explosive growth, success, and leadership in this space. Samsara's full executive team can be viewed here at https://www.samsara.com/about
		Samsara's core competencies include vehicle telematics, driver safety, asset tracking, mobile workflow, remote site visibility, and industrial process controls - all in an integrated, open, real-time, cloud platform. We have one of the strongest engineering teams in the world and are unparalleled in our ability to hear a customer problem statement and then design and build advanced technology as a solution fit. In the past year, we've doubled our customer and employee base and launched in 10 new countries. Most importantly, we are continuing to invest heavily in innovative and cost-effective ways to help our customers increase the efficiency, safety, and sustainability of their operations while also helping them meet and exceed the expectations of the customers and citizens they serve.
8	What are your company's expectations in the event of an award?	In the event of an award, Samsara's expectations are to enable our Public Sector sales teams to help our prospective customers take the easiest path to purchase through this contract. As stated in the pre-bid meeting by Sourcewell representatives, being able to leverage the Sourcewell contract is a massive benefit to all parties involved and can save months of time and effort as compared to going through a full RFP process with each and every city/county/state. This especially rings true in the current environment we have all been exposed to in the wake of Covid-19. Early retirements, furloughs, hiring freezes, etc., are all challenges we've seen in the market and it's become more difficult for agencies to find the time and resources to go through a true internal RFP process.
		Additionally, Samsara is very excited at the potential to be a part of Sourcewell's approved contract because there have been times where our sales team has had the request to use Sourcewell to purchase Samsara, however, we have had to use other cooperative contracts to earn their business to bypass an RFP. Sourcewell is typically the first contract that is mentioned in our discussions and we would love to leverage this as it seems to be the preferred option for many of our customers in the Public Sector.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please find Sarnsara's Dun & Bradstreet report attached. Samsara has raised over \$930 million in equity financing to date, most recently raising \$400 million in May 2020 at a \$5.4 billion valuation, and Samsara maintains sufficient capital to provide services to its over 20,000 customers. Samsara is also number 25 on the Forbes Cloud 100 list (https://www.forbes.com/cloud100/#369e41325f94) and number 4 on the LinkedIn Top Startups List for 2020 (https://www.linkedin.com/pulse/linkedin-top-startups-2020-50-us- companies-rise-jessi-hempel/) We would be happy to provide more information on a call, if desired.
10	What is your US market share for the solutions that you are proposing?	Samsara has secured the title of the fastest-growing fleet technology company in the industry, with over 20,000 customers of different sizes and industries.
11	What is your Canadian market share for the solutions that you are proposing?	Samsara has secured the title of the fastest-growing fleet technology company in the industry, with over 20,000 customers of different sizes and industries, including throughout Canada.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No

### CS-23-378 Contract No. CM3671

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13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Samsara would be best described as a SaaS provider. Samsara makes builds and designs all of its own hardware (gateways, dashcams, sensors, security cameras, industrial gateways and monitors, accessories, and more) and also all of its own software. This gives Samsara a unique edge because our products and software are extremely easy to use, seamlessly integrated, and help our customers consolidate platforms and simplify their operations. Our hardware and software are both created in house by badged Samsara Engineering and Development team members. Samsara sells its products mostly directly by our own sales team, and also through multiple partners with varying geographic coverage. These partners are external third parties and are not Samsara employees.
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Samsara is registered on the FMCSA's ELD list.
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Neither Samsara Networks Inc. nor its subsidiaries have been suspended or debarred in the past ten years.

# Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Please find below a list of awards and certifications:         - 2019 LinkedIn Top Startups - #3         - 2019 Cloud 100 - Forbes         - 2019 Top Startup - LinkedIn         - 2019 International Business Awards - Company of the Year in Transportation (Gold), Most Innovative Tech Company of the Year (Silver), Hardware Networking for CM32 (Gold), IoT Analytics Solution for CM32 (Bronze)         - 2018 Top CEO, Sanjit Biswas, Small to Medium Business - Glassdoor         - 2018 Top Startups - LinkedIn         2018 American Business Awards - New Product of the Year in Transportation (Gold), Most Innovative Tech Company of the Year (Silver)         - 2018 Top Startups - LinkedIn         2018 American Business Awards - New Product of the Year in Transportation (Gold), Most Innovative Tech Company of the Year (Silver)         - 2018 Internet of Things 50 - The Channel Co CRN         Top 10 Fleet Management Solutions Providers 2017 - Logistics Tech Outlook         20 Fastest-Growing IoT Companies - Insight Success Magazine         - 2017 Emerging Vendors - The Channel Co CRN	*
17	What percentage of your sales are to the governmental sector in the past three years	2%	*
18	What percentage of your sales are to the education sector in the past three years	1%	]•
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA, PEPPM, MAPC. The annual sales volume for these contracts is \$1,207,982.66.	
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We currently have GSA contracts with entities from cities or counties from the following states: Florida, Texas, California, Georgia, South Carolina, Colorado, and Virginia. The annual sales volume for these contracts is \$1,207,982.66.	

### Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City and County of Denver	Brad Salazar	720-865-3905	*
City of Sacramento	Mark Stevens	916-808-5869	*
City of Tallahassee	David Nichols	850.891.5238	*

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

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
[Confidential]	Government	Florida - FL	Vehicle Gateways, Unpowered Asset Gateways, Environmental Monitors, Street Sweeper Tracking	\$1.76M	\$1.05M
[Confidential]	Government	Massachusetts - MA	Vehicle Gateways (VG34), Powered Asset Gateways (AG26), Dash Cams (CM32), Environmental Monitors (EM21), Snow Plow/Spreader Tracking	\$2.78M	\$1.66M
[Confidential]	Government	California - CA	Vehicle Gateways (VG34), Powered Asset Gateways (AG26), Unpowered Asset Gateways (AG46)	\$2.78M	\$1.66M
[Confidential]	Government	Colorado - CO	Vehicle Gateways (VG34), Powered Asset Gateways (AG26), Dash Cams (CM32), Environmental Monitors (EM21), Snow Plow/Spreader Tracking, Sweeper Tracking	\$3.15M	\$781K
[Confidential]	Government	Colorado - CO	Vehicle Gateways (VG34), Powered Asset Gateways (AG26), Dash Cams (CM32), Snow Plow/Spreader Tracking	\$1.9M	\$400K

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

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

Line Item	Question	Response *
23	Sales force.	Samsara is broken down into separate business units - Fleet, Industrial, and Connected Sites. On the Fleet side, we have 122 Account Development Representatives, 229 Account Executives, and 28 Regional Sales Managers. On the Industrial/Sites side, we have 9 Account Executives and 1 Regional Sales Manager.
24	Dealer network or other distribution methods.	Samsara has over 100 partners, referring to those who are qualified to resell our product, across all business units (fleet, industrial, connected sites). These partners are not employed by Samsara, nor are they required to submit a certain number of leads/generate a certain amount of revenue per quarter. Our most successful partners (i.e. CDW), fall under the "IT systems distributor" industry. We don't have a geographical hub for our partners- we have one in just about every state, distributed evenly across the US.
25	Service force.	As of January 2021, Samsara's Technical Support team has 82 team members located within the US, and 3 in the UK. Of the 82, 59 are full-time employees, and the remainder are contractors. In 2020, Samsara was extremely proud to achieve a less than 5 minute wait time to connect with a customer service representative. For the majority of the year, this was actually less than 1 minute.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Samsara provides its customers with 24/7 service via phone, email/case, and webchat. Response time capabilities (SLA's) and commitments can be found here: https://www.samsara.com/hosted-software-sla Contacting support can be found here: https://www.samsara.com/support/contact Training Webinars and Videos can be found here: https://www.samsara.com/support/training
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Samsara is fully capable and willing to provide products and services to Sourcewell participating entities in the United States.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Samsara is fully capable and willing to provide products and services to Sourcewell participating entities in Canada.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Samsara is well equipped to provide its services across all industries and sectors. Samsara has a global presence and there are no areas of the United States or Canada in which we would not be serving through the proposed contract.
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for- profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no additional contract requirements or restrictions that would apply to participating entities in HI, AK, or US Territories.

### Table 7: Marketing Plan

Line Item	Question	Response *		
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our strategies to promote new offerings typically include blog posts, development of sales assets, updates on social media, emails to customers, and press outreach as appropriate. We'd like to partner with Sourcewell to finalize the messaging, scope, and timing of joint marketing activities. Examples of materials from a recent promotion include the links below (also attached as a PDF to this submission): - Launched blog post: https://www.samsara.com/blog/samsara-and-edulog-announce-integrated-solution-for-student-transportation - Press Coverage: https://stnonline.com/industry-releases/samsara-and-edulog-announce-integrated-solution-for-student-transportation/ - Case Study: https://samsara.showpad.com/share/zBtWW5Dd7DDoA5Q2ZkHGr		
<ul> <li>33 Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</li> <li>Samsara carefully monitors performance on channels, and paid channels. We gather date journey and establish internal benchmarks to our performance.</li> <li>Examples of our approach include:         <ul> <li>Search engine optimization; ensuring that performing keywords relevant to our solution - Website analytics; adjusting content and princrease traffic</li> <li>Social media; monitoring engagement with Use of targeted ads to engage with prospetered.</li> </ul> </li> </ul>		Examples of our approach include: - Search engine optimization; ensuring that webpages and written content include top- performing keywords relevant to our solutions - Website analytics; adjusting content and performance to minimize bounce rate &		
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We are happy to work with Sourcewell to determine a mutually beneficial co-marketing plan. When it comes to integrating Sourcewell-awarded contracts into our sales process, there are two approaches: - If we are speaking with a client who is already on the Sourcewell membership list, we will be certain to promote our contract with that client. - If we are speaking with a client who does not yet procure through Sourcewell, we can provide collateral to our sales teams to educate those clients about Sourcewell. We are happy to share Sourcewell-provided resources about the benefits of purchasing through the cooperative.		
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do have an online webstore, but as of now, its use is limited to our existing customers. The webstore can be used for replacement hardware, accessory and cable transactions for all customers. Only certain customers can utilize the webstore for additional net-net purchases. Our existing governmental and education customers can use our webstore in the same manner as above.		

### **Table 8: Value-Added Attributes**

Line Item	Question	Response *
nem	TALL BUILDE	

### CS-23-378 Contract No. CM3671

<ul> <li>maintenancé, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</li> <li>Admin Dashboard Stetings Training</li> <li>Admin Dashboard Stetings Training</li> <li>Admin Dashboard Stetings Training</li> <li>Admin Dashboard Stetings Training</li> <li>Admin Dashboard Stetings, and Workflow Overview</li> <li>Admin Fleet App</li> <li>Admin Steting, and Workflow Overview</li> <li>Maintenance Overview</li> <li>We also have a library of On-demand training videos available 24/7 via the Samsara dashboard field evailable to all the customers at no charge.</li> <li>Service and Support Benefits such as Pre-Sale Pilot Management, Tailored ROI Analysis Consultations, Setup &amp; Configurations, Implementation Kck Offs, Plans, and Workflow Diver App and management. Setup &amp; Configurations, Implementation Kck Offs, Plans, and Workflow as the adultional services are included for Samsara customers at no additional services are included for Samsara customers at no additional services are included for Samsara customers at no additional cests their annual spend meets the required threshold.</li> <li>Describe any technological advances that your proposed products or services offer.</li> <li>Describe any technological advances offer.</li> <li>Describe any technological advances offer.</li> <li>Customer feedback is at the center of our product development process, and Alto operations, consolidate vendors, prevent accidents and increase overall safety, automate annual processes, and improve real-time visibility across multiple departments, sites, agencies, and more.</li> <li>Samsara's growing suite of solutions includes vehice lemantics, driver safety, mobile worldow end charges and the organ worldow and cores the efficiency, target and local governments. to schools and fortune 500 and increases overall safety, automate overhow</li></ul>	ioigii L	nvelope ID: 318F2D3D-60BA-4194-80E	EE-22E956A07E8B Contract No. CM3671
7 Describe any technological advances that your proposed products or services offer. Samsara's mission is to increase the efficiency, safety, and sustainability of the operation combine hardware, software, and cloud to bring real-time visibility, analytics, and AI to operations. Today, over 20,000 customers around the world – from state and local governments to schools and Fortune 500 enterprises – use Samsara to simplify their operations, consolidate vendors, prevent accidents and increase overall safety, automate manual processes, and improve real-time visibility across multiple departments, sites, agencies, and more. Samsara's growing suite of solutions includes vehicle telematics, driver safety, mobile workflow and compliance, asset tracking, smart cameras, and industrial process controls all in an integrated, open, real-time platform. Customer feedback is at the center of our product development process. In 2020 alone, Samsara launched more than 200 product updates to help customers adapt to new operational challenges. All of these new features and functionalities were pushed to our customers free of charge and ower the air. This is a huge differentiator with Samsara; w do not try to nickel and dime our customers with increases in pricing when new features are rolled out. If our customers were automatically eligible to use a plethora of new ALI featur free of charge. All they had to do was turn on a toggle with a simple click in their dashboard and they could immediately access features like distracted driving detection (texting, smaking, eating, looking away from the road), taligating, forward collision warmin rolling through stop signs and red lights, seatbelt usage, mask-waring policies, among other items. While many of our customers were already using these Dashcams (CM31 if CM32) for well over a year, they were estatic to be able to leverage all of our new features without paying additional yearh fees, and without needing to replace any hardw or do any additional work from on t	96	maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any	<ul> <li>Admin Dashboard Settings Training</li> <li>Admin Dashboard Functionality Training <ul> <li>Safety for Dash Cams Overview</li> <li>Admin Driver App</li> <li>Admin Fleet App</li> <li>Routes, Dispatching, and Workflow Overview</li> <li>Maintenance Overview</li> </ul> </li> <li>We also have a library of On-demand training videos available 24/7 via the Samsara dashboard itself available to all the customers at no charge.</li> <li>With every deployment, each Samsara customer will always receive 24/7 customer support (phone, email/case, chat), on-demand access to the Samsara Training Center, and access to the online knowledge base.</li> <li>Service and Support Benefits such as Pre-Sale Pilot Management, Tailored ROI Analysis, Consultations, Setup &amp; Configurations, Implementation Kick Offs, Plans, and Workshops, End to-End Program Management, Business Reviews, Dedicated Technical Account Managers, and more are all offered and are based on overall annual spend. The abovementioned additional services are included for Samsara customers at no additional cost as their</li> </ul>
Samsara launched more than 200 product updates to help customers adapt to new operational challenges. All of these new features and functionalities were pushed to our customers free of charge and over the air. This is a huge differentiator with Samsara; we do not try to nickel and dime our customers with increases in pricing when new features are rolled out. If our customers have the hardware that supports our new features, they simply get these free of charge and can choose to use or not use them at their leisure For example, in late Winter 2020 (March), all of Samsara's customers who had previous purchased our Dashcams were automatically eligible to use a plethora of new A.I. feature free of charge. All they had to do was turn on a toggle with a simple click in their dashboard and they could immediately access features like distracted driving detection (texting, smoking, eating, looking away from the road), tailgating, forward collision warnin rolling through stop signs and red lights, seatbelt usage, mask-wearing policies, among other items. While many of our customers were already using these Dashcams (CM31 & CM32) for well over a year, they were ecstatic to be able to leverage all of our new features without paying additional yearly fees, and without needing to replace any hardw or do any additional work from on their end. This is what our customers come to expect over time with Samsara and is what we strive to deliver.	37	advances that your proposed	Samsara's mission is to increase the efficiency, safety, and sustainability of the operations that power our economy. Our complete portfolio of Internet of Things ("IoT") solutions combine hardware, software, and cloud to bring real-time visibility, analytics, and AI to operations. Today, over 20,000 customers around the world – from state and local governments to schools and Fortune 500 enterprises – use Samsara to simplify their operations, consolidate vendors, prevent accidents and increase overall safety, automate manual processes, and improve real-time visibility across multiple departments, sites, agencies, and more.
The following link is also a part of Samsara's submission as a PDF document:			Customer feedback is at the center of our product development process. In 2020 alone, Samsara launched more than 200 product updates to help customers adapt to new operational challenges. All of these new features and functionalities were pushed to our customers free of charge and over the air. This is a huge differentiator with Samsara; we do not try to nickel and dime our customers with increases in pricing when new features are rolled out. If our customers have the hardware that supports our new features, they simply get these free of charge and can choose to use or not use them at their leisure. For example, in late Winter 2020 (March), all of Samsara's customers who had previously purchased our Dashcams were automatically eligible to use a plethora of new A.I. features free of charge. All they had to do was turn on a toggle with a simple click in their dashboard and they could immediately access features like distracted driving detection (texting, smoking, eating, looking away from the road), tailgating, forward collision warnings, rolling through stop signs and red lights, seatbelt usage, mask-wearing policies, among other items. While many of our customers were already using these Dashcams (CM31 & CM32) for well over a year, they were ecstatic to be able to leverage all of our new features without paying additional yearly fees, and without needing to replace any hardware or do any additional work from on their end. This is what our customers come to expect
https://www.samsara.com/blog/favorite-product-updates-2020			

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	A core value of ours is building for the long term, and sustainability is a key part of that. We are committed to building best in class products that help our customers reduce their environmental footprint, and we have the same goal for our own business practices. Customer examples are annual reductions in fuel of over \$40m per annum across our customer base due to eco-drive initiatives and reductions in idle times. We also have also made a big investment in capabilities to manage EV fleets and their unique challenges. Samsara has published an internal page for "green" initiatives. This page includes links for environmental groups to support/donate, various Earth Day projects/ideas, and other environmentally related topics. Furthermore, the Samsara recognition platform allows employees to accrue points and donate directly to agencies such as The Nature Conservancy and Greenpeace. In addition, Samsara offices in CA are Cal Green, SF6 and SJ1 are LEED certified, Samsara's Workplace Design and Build Guidelines call for high-efficiency lighting and power systems, sustainable materials and locally-sourced materials when available.
39	Identify any third-party issued eco- labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Samsara is proud to be recognized as a leader in sustainability. In 2020, Samsara was honored by the Business Intelligence Group as a company that has made sustainability an integral part of its business practices. More can be read below and here - https://www.bintelligence.com/sustainability-awards
		made sustainability an integral part of their business practice. We welcome nominations from businesses of all sizes, locations and maturity. We offer increased exposure for the exemplary accomplishments of leaders, initiatives and organizations working to reduce the impact of their business on our environment.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Samsara does not hold these certifications.

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What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?

41

Samsara is an integrated platform that improves safety and increases efficiency and sustainability for operationally complex businesses, governments, and other entities. We connect data points from sensors and cameras (all built in-house by Samsara) across our customer's operations (ie: fleet, worksites, and infrastructure) with Al-powered, secure, cloud-based software. Because Samsara is unique in having developed and built all of our hardware and software in-house, State and Local agencies, as well as schools and Universities, are choosing our platform because we help consolidate their vendors and move them to a simple, intuitive, powerful platform all in one pane of glass. This is true across the rest of our business units as well. What used to take perhaps 3 vendors (one for AVL/GPS, another for assets/maintenance, another for dashcams/safety) now can be done with one company at a best-in-class level across all products.

In addition to our Fleet business, we're also helping our customers monitor their remote sites, wells, pumps, and other locations that can reduce the need for manual check-ins with our Industrial Gateways. We're constantly listening to what our customers are asking for, and have also since developed another product called Site Visibility which can quickly bring all of your existing camera streams directly into your Samsara Dashboard by utilizing the existing equipment which has already been paid for. For example, if a state, city, county, school district, university, or any organization already has security cameras installed throughout their operations today, there's a great chance they can pull in those camera streams directly into Samara without needing to replace any existing infrastructure - a true game-changer for any organization who wants to bring real-time visibility from their vehicles and sites into the same dashboard. We also can provide our own security cameras if needed if the system needs a full replacement. Because all camera streams can run through our platform, we can layer our A.I. on top of the stream within our Dashboard which unlocks alerts, notifications, people and movement detection, and much more. Curious to see who was the last person who walked through your facility with an orange shirt on? You can find this footage with just a few clicks and in a matter of seconds. Samsara is much more than just a GPS or AVL provider, it is a platform where our customers can start slow and grow into our products and services from whatever starting point they wish, at their own pace. Samsara is often chosen because our customers know we are a tech company, first and foremost, that can move quickly and take feedback seriously to make the overall product better based on real-world problems our customers are sharing with us.

### **Table 9: Warranty**

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Samsara Hardware Products that require a valid license to function shall come with a warranty that lasts for as long as you maintain a valid license for such Hardware. During the warranty period, Hardware exhibiting material defects will be replaced. More information on the Hardware warranty can be found here: https://www.samsara.com/support/hardware-warranty Labor is not included in the product warranty.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No. If there is an issue with any of our products and it is covered under warranty, Samsara will overnight a new device to the customer and our products are extremely easy to install so the great majority of our customers will simply swap out the products themselves.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no geographic regions of the United States or Canada in which Samsara can send our certified installers, however, as previously mentioned the installation is not covered in the warranty, only the product itself is. Our products are designed to be extremely easy to install, everything being plug and play. If Samsara provides the initial installation, it is expected we will be training existing employees how to do what is typically a 10-minute simple process for installations or replacements. Very little vehicle or technical knowledge is needed to do the majority of our installations/replacements.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	No. All products mentioned in this proposal are built by Samsara employees and this unique approach is a differentiator because we create and build all of our own hardware and software. We do not rely on other manufacturers' hardware as part of our offering. Because of this, Samsara is able to offer seamless, plug and play integration of all of our products which relays back to a simple, intuitive, dashboard where our customers have a true 360- degree view of their operations.
47	What are your proposed exchange and retum programs and policies?	Samsara offers a no-questions-asked return policy up to 30 days post purchase as outlined in the Samsara Hardware Warranty & RMA Policy, found at https://www.samsara.com/support/hardware-warranty. During the hardware warranty period, devices exhibiting material defects will be replaced pursuant to the RMA process outlined in the Hardware Warranty & RMA Policy
48	Describe any service contract options for the items included in your proposal.	All product update releases are performed over the air without any interruption to our customers' service. Samsara's Hosted Software runs on a scalable and redundant cloud computing infrastructure used by the world's largest enterprises. Samsara's distributed software architecture spreads computation across multiple physical servers and replicates stored data across multiple physical storage devices. As a result, no single hardware failure can affect service availability and because of this we are pleased to offer our customers a 99.99% uptime SLA.

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

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Net 30
50	Describe any leasing or financing options available for use by educational or governmental entities.	Samsara can provide monthly, annual, or upfront payment options pending internal credit review of the participating entity.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Samsara will handle the complete order process from start to finish including quoting, processing, shipping, invokcing, product activation, implementation, and customer support. With each Samsara order from our customers, deliveries for our hardware are typically made within 3 business days of the signed quote or purchase order being received.
		In the past in order to procure Samsara via Sourcewell, Samsara has relied on 3rd party companies who have an existing relationship with Sourcewell. In the near term, there will still be some entities who continue to choose to use our 3rd party providers to procure Samsara (i.e. via CDW). However, if awarded, going forward we will be looking to sell Samsara directly off the Sourcewell contract versus leveraging 3rd party providers. The benefit of being able to purchase Samsara directly off the Sourcewell contract versus going through a 3rd party benefits the customer first and foremost because this will zero-out the reseller fees typically associated with procuring Samsara through a 3rd party. In this event, Samsara would be fully capable of providing quarterly sales to Sourcewell as described in the contract template because we would control access to this data rather than it going through our dealer network. In the event our dealer network processes a Samsara purchase order, the typical workflow for this is the end customer will cut a PO to the reseller dealer network and this would trigger a payment to Samsara from the reseller/dealer. Upon receipt, Samsara will release the shipment and provide tracking information to the
		appropriate point of contact. In this instance, the dealer network would process the Sourcewell participating entities' purchase orders.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept P-card transactions through a secure checkout link that can be provided by an account manager, or via the Samsara online web store which our customers can access directly from their dashboard. All credit or debit cards used will automatically have a 3% processing fee attached to them, and this fee is only applicable to this payment method. Other payment methods such as check, wire, ACH transfers, will not incur any processing fees.

### Table 11: Pricing and Delivery

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

Line Item	Question	Response *	

Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Samsara offers line-item discounts on a case by case basis. Typical considerations when offering line-item discounts include overall size and scope of the project, ability to pay upfront in full versus annual or monthly, and a customers' openness to partner with Samsara on things like case studies, video testimonials, webinars, or being a reference to other similar entities. Please see attached for list pricing as well as the Sourcewell discounted price within the excel pricing document. Within the excel pricing document, we wanted to make it clear which line items represent a one-time cost or product replacement cost versus an annual recurring cost for licenses/software charges. Column J shows this designation, please let us know if you have further questions there. Samsara does not charge for hardware during an initial contract, and the hardware is covered under full warranty for the duration of the time a customer is actively paying for the software license associated with that hardware. In the event a piece of hardware would not be covered under warranty (i.e. a driver deliberately scratched the lens of a camera) we would use the one-
	time/replacement cost in order to have that hardware replaced. Our most up to date warranty information can be found at https://www.samsara.com/support/hardware-warranty
Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Samsara is offering a 5% discount to MSRP pricing for Sourcewell entities wishing to leverage their existing Sourcewell relationship to purchase Samsara. Please see the attached master price list for these prices. Note this is simply the starting point from a pricing perspective. Sourcewell entities would be eligible for deeper discounts depending on their total rollout, scope, and other items determined during the sales cycle.
Describe any quantity or volume discounts or rebate programs that you offer.	Quantity and volume discounts are given to our customers, on a case by case basis, and can be discussed in further detail as interested agencies begin to inquire what a Samsara deployment might look like in practice for their particular scope and delivery. Quantity and volume discounts would be discussed with an Account Executive or Regional Sales Manager during the purchasing process
Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Samsara offers a robust marketplace highlighting pre-built integrations that our customers can take advantage of at no additional cost from Samsara. In some instances, the partners listed on our marketplace may have their own fees associated with certain integrations, however, Samsara does not charge extra for an existing pre-built integration. In the event a customer wants to explore building a new integration, a quote will be supplied for each such request and cost shall be determined on a case by case basis. This also could be a custom success or support program that a customer might request above and beyond our typical implementation and success programs. Anything in this capacity would be reviewed by our respective teams in conjunction with the customer to determine the overall effort and cost needed to satisfy the request on a case by case basis. With regard to installations, the majority of Samsara's customers choose to self-install as our products are extremely easy to use and are plug and play right out of the box. An installation of a Vehicle Gateway and Dashcam could take as little as 10 minutes. In the
	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you

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57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre- delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<ul> <li>Applicable taxes</li> <li>Shipping &amp; handling</li> <li>Installation (if applicable)</li> <li>Most Samsara customers perform their own installations as our products are designed to be "plug and play" right out of the box. For those customers who choose to not self-install, Samsara has a network of certified installers who will work with Samsara and the customer to scope out the project in its entirety and then provide a detailed implementation plan tailored to that particular install. No installation is the same and therefore the cost of installation will vary on a case-by-case basis.</li> <li>Custom integrations not already covered at no additional cost: see samsara.com/marketplace</li> </ul>
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Samsara uses FedEx Freight for shipping and this is a separate cost required to be paid by the customer in addition to the products and services purchased. The process is as follows: - Customer sends final vehicle and asset lineup to Samsara - Samsara Order Operations will retrieve the cost of shipping from FedEx Freight to be added to the quote based on the size and destination of the order. - All shipments are FOB origin, freight is pre-paid and added to the Customer's invoice.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada, Mexico, and EMEA would follow the same process as listed in Table 11, Question 6, which is also listed below: - Customer sends final vehicle and asset lineup to Samsara - Samsara Order Operations will retrieve the cost of shipping from FedEx Freight to be added to the quote based on the size and destination of the order. - All shipments are FOB origin, freight is pre-paid and added to the Customer's invoice.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In line with Samsara's first-class customer support experience, our customers appreciate how we take feedback seriously and ensure quick resolution to potential issues that may arise. In the event a piece of hardware is not properly functioning, Samsara will overnight a replacement unit and send a free return shipping label for the malfunctioning unit. This is offered to all of our customers and their feedback is extremely positive for this, considering most did not receive this type of service with their previous vendors.

# Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
51	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pricing provided in this submission represents a 5% discount to MSRP for what Samsara typically offers as its starting point with government, education, and non-profit organizations. Deeper discounts will be available to participating Sourcewell entities based on the size and scope of their desired rollout.

### **Table 13: Audit and Administrative Fee**

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	If awarded a Contract, Samsara will leverage its business systems to track sales with Participating Entities under the Contract to satisfy quarterly reporting obligations and remittance of the administrative fee. Samsara has experience with such reporting for similar contracting vehicles (e.g., GSA	
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Samsara agrees to pay Sourcewell a 2% administrative fee of total sales for facilitating, managing, and promoting the Sourcewell Contract in the event we are awarded a Contract.	

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

Line	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Samsara is an integrated platform that improves safety and increases efficiency and sustainability for operationally complex businesses, governments, and other entities. We connect data points from sensors and cameras (all built in-house by Samsara) across our customer's operations (ie: fleet, worksites, and infrastructure) with Alpowered, secure, cloud-based software. Because Samsara is unique in having developed and built all of our hardware and software in-house, State and Local agencies, as well as schools and Universities, are choosing our platform because we help consolidate their vendors and move them to a simple, intuitive, powerful platform all in one pane of glass. This is true across the rest of our business units as well. What used to take perhaps 3 vendors (one for AVL/GPS, another for assets/maintenance, another for dashcams/safety) now can be done with one company at a best-in-class level across all products.
		In addition to our Fleet business, we're also helping our customers monitor their remote sites, wells, pumps, and other locations that can reduce the need for manual check-ins with our Industrial Gateways. We have also developed another product called Site Visibility which can quickly bring all of your existing camera streams directly into your Samsara Dashboard by utilizing the existing camera equipment which has already been paid for. For example, if a state, city, county, school district, university, or any organization already has security cameras installed throughout their operations today, there's a great chance they can pull in those camera streams directly into Samara without needing to replace any existing infrastructure - a true game-changer for any organization who wants to bring real-time visibility from their vehicles and sites into the same dashboard. We also can provide our own security cameras if the system needs a full replacement. Because all camera streams can run through our platform, we can layer our A.I. on top of the stream within our Dashboard which unlocks alerts, notifications, people & movement detection, and much more. Curious to see who was the last person who walked through your facility with an orange shirt on? You can find this footage with just a few clicks and in a matter of seconds. Samsara is much more than just a GPS or AVL provider, it is a platform where our customers can start slow and grow into our products and services from whatever starting point they wish and at their own pace. Samsara is often chosen because our customers know we are a tech company, first and foremost, that can move quickly and take feedback seriously to make the overall product better based on real-world problems our customers are sharing with us.
		Samsara's offerings within in this proposal include vehicle telematics (everything from AVL to preventative maintenance to vehicle inspections and more), driver safety, asset tracking, mobile workflow, remote site visibility, and industrial process controls. All products can be included in an integrated, open, real-time, cloud platform. Samsara is offering products and services that span the following (please see attached master product list and product specification sheets for detailed information on pricing and capabilities):
		Fleet - Telematics - Real-time GPS Fleet Tracking - Fuel & Maintenance - Trailer Tracking

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- Reefer Monitoring
- Equipment (powered and unpowered) Tracking
- Electric Vehicles
- Safety and Cameras
- A.I. Dashcams
- Driver Safety Programs
- Coaching Workflows
- Safety Event Review
- Connected Driver
- Driver Workflow
- Custom Documents
- Messaging
- Routing & Dispatch
- Compliance
- Driver Vehicle Inspection Reports (DVIR)
- Platform & Partnerships

- Single Vendor Platform - consolidate and simplify your operations and vendors into one platform

App Marketplace - pre-built integrations with Samsara and your 3rd party apps
 Experts Marketplace - get help from our verified integration and implementation experts

- OEM Telematics - integrations with industry-leading OEMs such as John Deere, Caterpillar, Ford, International, Volvo, Mack

- Industry-Specific Solutions
- Transportation & Logistics
- Food & Beverage
- Construction
- Higher Education
- K-12 School Transportation
- State & Local Government
- Passenger Transit
- Field Service Fleets

#### Infrastructure

- SCADA - Samsara offers a cloud-based full end to end SCADA solution and can also be run alongside existing systems to make previously inaccessible data more actionable.

- HMI Dashboards for Equipment, Oilfield, Wastewater, and Water Operations
- Alarms & Notifications
- Reporting
- Mobile Access from anywhere to prevent downtime
- Custom KPIs
- Industrial IOT
- Remote Monitoring
- Condition Monitoring

 Industrial Gateways - Samsara Industrial Gateways provide a direct link between your equipment and our cloud-based remote monitoring platform. This seamless integration of hardware and software gives you out-of-the-box visibility, so you can monitor and control industrial equipment in the most remote locations.

#### Site Visibility

- Samsara Site Visibility integrates with existing security cameras for easy installation. Simply plug in the Site Gateway to your network and set up the cloud VMS (video management software) in under 10 minutes. In a few clicks, you can detect and add existing IP camera streams into the Samsara Dashboard. Use these streams to create custom views, share footage, and gain on-the-go visibility from your phone.

- Our hybrid-cloud architecture revolutionizes traditional video monitoring, combining on-the-go visibility with a powerful on-premise gateway and ruggedized, highdefinition cameras. If customers already have their own cameras, we can integrate with those too.

- Our Site Gateway allows customers to automatically tum their existing IP cameras into an advanced AI camera in a matter of minutes.

- Key Benefits Include:

 Access from anywhere - Everything you'd want from a security camera system, plus secure and granular user access from any web browser or from the mobile application.

- Security - Immediately respond to unusual activity (such as theft) and reduce the time spent investigating. Have & find evidence easily when you need it. Intuitive timeline navigation and enhanced search features streamline incident investigation, such as a theft or a worker injury.

- Safety - Leverage intelligent detection and powerful search to identify workplace hazards. Catch & prevent incidents in the moment. Be immediately notified of unusual or unsafe activity through intelligent detection and alerting—no need to actively monitor your security cameras.

- Efficiency - Identify process or operational inefficiencies with powerful AI insights

		and proactive alerts.	
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please see the bulleted items listed in Table 14A line item 64 for the main categories and subcategories of the products and services offered by Samsara.	

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

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

Line Item	Category or Type	Offered *	Comments
66	Fleet management information systems	r Yes r No	Samsara's platform is able to be used as an FMIS for our customers. For those customers who are already using an existing FMIS such as something like an Assetworks, Samsara can integrate with these systems to do things such as but not limited to: syncing Samsara Vehicle Gateway and Asset Gateway data like trip history, engine runtimes, fault code analysis and odometer data, automatically trigger work orders to be created based on vehicle inspection reports and maintenance data in Samsara, and service requests can be sent directly to technicians.
67	Fleet technology related hardware solutions	ଜ Yes ୮ No	Samsara makes builds and designs all of its own hardware (vehicle and asset gateways, dashcams, sensors, security cameras, industrial gateways and monitors, accessories, and more) and also builds all of its own software. This gives Samsara a unique edge because our products and software are extremely easy to use, seamlessly integrated, and help our customers consolidate platforms and simplify their operations. Our hardware and software are both created in house by badged Samsara Engineering and Development team members.
68	Fleet related software solutions	r Yes r No	Samsara makes builds and designs all of its own hardware (vehicle and asset gateways, dashcams, sensors, security cameras, industrial gateways and monitors, accessories, and more) and also builds all of its own software. This gives Samsara a unique edge because our products and software are extremely easy to use, seamlessly integrated, and help our customers consolidate platforms and simplify their operations. Our hardware and software are both created in house by badged Samsara Engineering and Development team members.
69	Telematics, fleet monitoring, asset tracking, and geofencing solutions	r Yes r No	All items listed are covered by Samsara's offering.
70	Motor pool and fleet sharing solutions	r Yes r No	Samsara has worked with various cities, counties, and agencies with regard to supporting fleet pooling services in certain capacities. By using the Samsara Driver App, employees can submit digital documents to report reasons for vehicle use, passengers, odometer readings, or any other information you want to capture including pictures, barcode scans, signatures, and document scans. There are numerous ways to understand who is driving which vehicle in real-time: 1) by logging into a vehicle via the Samsara Driver App, 2) if using Samsara Dash Cams (CM32) they will assign drivers automatically as soon as they start a vehicle, 3) with RFID ID card readers and RFID cards, and 4) with bluetooth keychain tokens.

71	Integrated video solutions	r Yes r No	Fast Company's 2020 World Changing Ideas Awards were announced in April 2020, honoring the businesses, policies, projects, and concepts that are actively engaged and deeply committed to flattening the curve when it comes to the climate crisis, social injustice, or economic inequality. A panel of eminent judges selected winners and finalists from a pool of more than 3,000 entries across transportation, education, food, politics, technology, and more. Samsara's AI Dash Cam received an honorable mention in the AI and Data category for its critical role in protecting drivers.
			Additionally, specifically speaking about Samsara's integrated AI Dashcams, in September 2020 this product received two Gold Stevie 2020 International Business Awards for both the IoT Analytics Solution and the Hardware Solution of the Year. According to this year's Stevie® Award judges, Samsara's unified platform and customer- first approach differentiates the company from others in the market. Recent updates to the platform include advanced AI safety features, such as preventative in-cab alerts, and electric vehicle reporting capabilities. With Samsara, customers gain complete operational visibility, so they can save time, save money, and keep their workers safe. More than 3,800 nominations from organizations of all sizes and in virtually every industry were submitted this year for consideration in a wide range of categories. Stevie Award winners were determined by the average scores of more than 250 executives worldwide who participated in the judging process from July through early September. Samsara's dual-facing AI dash cam provides fleet managers with the information they need to protect their drivers and their fleet from incidents on the road. These cameras use embedded AI and real-time computing power to interpret road scenes and driver behavior to detect distraction, near collisions, tailgating, and traffic violations for even more visibility into safety incidents and risks. Simply put, these cameras save lives. In addition to Samsara's award-winning Dashcams, we also offer our customers a Site bisbility solution, which is a hybrid Video Monitoring Solution that allows our customers to bring their existing security camera streams directly into Samsara's dashboard and layer Samsara's AI on top of the streams. This makes any ordinary IP camera an immediate AI-powered smart camera with a slew of features that were not previously available without Samsara.

# **Table 15: Industry Specific Questions**

Line Item	Question	Response *
72	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If awarded, internal metrics will be developed and tracked within Samsara's internal CRM. Metrics such as total opportunities created tagged with Sourcewell as a path to purchase, win rate, and the scope of rollout provided in closed won deals would be tracked. This would be further broken down by region and segment, all the way to the individual rep level. These data points combined with other items are crucial for Samsara's continued growth as we continue to add headcount and expand our Public Sector teams.
73	Describe your approach to data privacy in regard to your proposed solution(s).	At Samsara, all of our products are built from the ground up with privacy in mind. We firmly believe that your data belongs to you and that protecting it is one of our most important responsibilities.
		To that end, we hold data security and privacy to the highest standards and invest continuously in our infrastructure and processes to provide you with the most secure solutions in the industry. We're committed to being transparent about our security practices and helping you understand our approach.
		Our Global Approach to Privacy:
		Whether you operate in the United States or Europe, Samsara has you covered. We support compliance with GDPR and CCPA requirements, among others.
		* European Union: Samsara supports compliance with the GDPR. The EU General Data Protection Regulation (GDPR), effective 25 May 2018, is a regulation that strengthens data protection for all individuals in the European Union (EU). The GDPR places requirements on the way organizations and companies must collect, store, and process personal data. It also addresses the movement of such personal data outside the EU and stipulates the controls and safeguards which must be in place to do so.
		As a complete telematics solution, Samsara products must sometimes collect, store, and use an array of personal data, including video footage. When designing and improving our products and features, Samsara has carefully considered data protection in order to help ensure personal data is processed in accordance with its legal requirements. Data is therefore processed in a transparent way and is retained only as is necessary, with appropriate safeguards in place to secure and protect it.

Under the GDPR, Samsara will serve as the data processor in our customer relationships in order to process personal data provided by the customer. Under our agreements, customers will always have the power and control over their data. Within our products, Samsara also provides certain functionality to help customers with their compliance with applicable legal requirements.

Samsara has always believed in the importance of securely and thoughtfully handling customer data and will continue to protect customer data in accordance with all applicable legal requirements, including the GDPR.

For more information about how Samsara supports compliance with the GDPR in your region, please contact your representative for access to our privacy white papers for the United Kingdom and Ireland, Netherlands, Germany, France, and Spain. If you do not have a representative, please contact sales@samsara.com or reach out through our website.

\* California: Samsara supports compliance with the CCPA. The California Consumer Privacy Act of 2018 (CCPA) was enacted into law on June 28, 2018, and many of its provisions went into effect on January 1, 2020. The CCPA grants California residents certain rights with respect to their ability to know and access the personal information that businesses collect about them. Those rights include the right to say no to the sale of their personal information. However, please note that Samsara does not sell personal information. Our Privacy Policy

[https://www.samsara.com/support/privacy] describes how Samsara may collect and use personal data consistent with other CCPA-related rights when we act as a "business" (as defined under the CCPA).

When we process personal information provided by our customers, Samsara acts as a "service provider" (as defined under the CCPA). In that capacity, we only process and transfer the personal information of our customers and our customers' end-users for the purpose of performing our rights and obligations under our existing contract(s) with our customers and for no other commercial purpose.

How We Protect PrivacyProduct:

Samsara's products are designed to help customers balance their business needs against privacy needs. Our hardware and software products include customizable control measures, features and tools to protect customer data.

Samsara's commitment to privacy is reflected in our products' features and your ability to customize many of our products to fit your specific needs and country-specific regulations. For example, Samsara dashcams enable strong privacy controls for customers to utilize, including:

Limited data captured and uploaded: Only video relating to safety events and video specifically requested by a customer is stored on the cloud / available in the dashboard;

Limited data retention: only 40 to 60 hours of recorded footage is available on any dashcam by default, with customizable data-retention features for footage sent to the cloud;

Restricted data access: Customers can set permissions so videos may be viewed only on a need-to-know basis (for example, a customer may restrict viewing permissions to safety managers);

Strong security: Samsara uses industry standard standards and protocols to protect data in transit (including TLS 1.2 and 256 AES encryption) and at rest (including FIPS 140-2 compliant encryption standards);

Physical lens caps: to cover either inward-facing lens only or inward- and outwardfacing lenses.

EU data center: EU-customers' data is stored in Ireland using Amazon AWS, which is rated as the leader in cloud security by research firm Forrester.

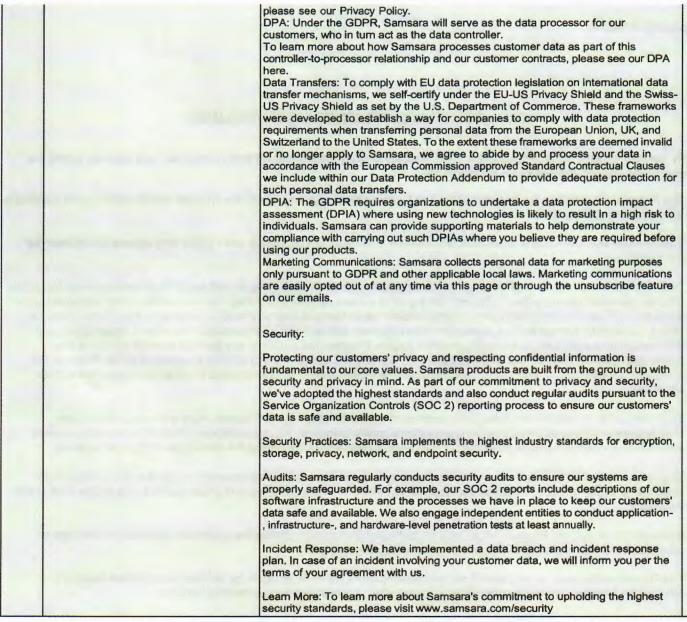
Policies and Safeguards:

Samsara is committed to transparency around how we hold and use personal data. Company-wide policies, contractual terms and other safeguards emphasize our responsibility to protect customer data and to stay compliant with the law.

Privacy Policy: Samsara may collect personal data in support of its business. For more information about how Samsara may collect and use such personal data,

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# CS-23-378 Contract No. CM3671



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

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

### **Proposer's Affidavit**

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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### CS-23-378 Contract No. CM3671

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Adam Eltoukhy, General Counsel, Samsara Networks Inc.

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

#### r Yes r No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_10_Fleet_Mgmt_Tech_RFP_020221 Tue January 26 2021 04:32 PM	되	2
Addendum_9_Fleet_Mgmt_Tech_RFP_020221 Mon January 25 2021 05:09 PM	되	2
Addendum_8_Fleet_Mgmt_Tech_RFP_020221 Wed January 20 2021 04:19 PM	되	1
Addendum_7_Fleet_Mgmt_Tech_RFP_020221 Tue January 19 2021 12:21 PM	<b>R</b>	1
Addendum_6_Fleet_Mgmt_Tech_RFP_020221 Mon January 18 2021 01:39 PM	5	1
Addendum_5_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:16 PM	되	2
Addendum 4_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:12 PM	5	3
Addendum 3_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:05 PM	<b>R</b>	1
Addendum 2_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM		1
Addendum 1_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM	<b>R</b>	1

# AMENDMENT #1 TO CONTRACT # 020221-SAM

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Samsara Inc.** (Vendor).

Sourcewell awarded a contract to Vendor to provide Fleet Management Technologies with Related Software Solutions to Sourcewell and its Participating Entities, effective April 1, 2021, through March 26, 2025 (Contract).

The parties agree that Section 6.B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM of the Contract is deleted in its entirety and replaced with the following:

ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. In order to purchase from Vendor under this Contract, Participating Entity agrees that its purchase order shall be subject to Vendor's then-current Terms of Service at https://www.samsara.com/legal/public-sector-customers-platform-terms-ofservice/. Additional terms and conditions to a purchase order or other required transaction documentation, in addition to such Terms of Service, may be negotiated between a Participating Entity and Vendor, such as job or industryspecific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be worked out directly between the Participating Entity and the Vendor, but the Participating Entity agrees this Participating Addendum shall at least include such Terms of Service. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

Except as amended above, the Contract remains in full force and effect.

### Sourcewell

By: Jeremy Schwartz Jeremy Schwartz, Director of Operations/CPO

Date: 9/16/2023 | 10:31 AM CDT

Approved:

Chad (sauette

Date: 9/16/2023 | 9:52 PM CDT

### Samsara Inc.

DocuSigned by: am Eltour By: CA0E91C94E054E4 Adam Eltoukhy

Title: Executive Vice President, Chief Legal Officer

Date	9/15,	/2023	11:50	AM	PDT	
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# RFP #020221 REQUEST FOR PROPOSALS for Fleet Management Technologies with Related Software Solutions

# Proposal Due Date: February 2, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Fleet Management Technologies with Related Software Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

# **Solicitation Schedule**

Public Notice of RFP Published:	December 10, 2020
Pre-proposal Conference:	January 8, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	January 26, 2021, 4:30 p.m., Central Time
Proposal Due Date:	<b>February 2, 2021</b> , 4:30 p.m., Central Time Late responses will not be considered.
Proposal Due Date: Opening:	

\*\* SEE RFP SUB-SECTION V. G. "OPENING"

# I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

# A. <u>SOURCEWELL</u>

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

# B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): <u>https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator</u>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

# II. EQUIPMENT, PRODUCTS, AND SERVICES

# A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

# B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Fleet Management Technologies with Related Software Solutions, including, but not to be limited to:

- a. Fleet management information systems;
- b. Fleet technology related hardware solutions;

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- c. Fleet related software solutions;
- d. Telematics, fleet monitoring, asset tracking, and geofencing solutions;
- e. Motor pool and fleet sharing solutions; and,
- f. Integrated video solutions.

2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. RFP #062916 Automotive and Truck Replacement Parts and Tires with Related Equipment, Accessories, and Services
- b. RFP #060618 Fleet Management Services
- c. RFP #013020 Vehicle Lifts, with Garage and Fleet Maintenance Equipment
- d. RFP #080620 Fleet Payment Solutions with Related Services
- e. RFP #092920 Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services
- f. RFP #101520 OEM Automotive Parts and Supplies
- g. RFP #110520 Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

# C. <u>REQUIREMENTS</u>

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

- 1. <u>Safety Requirements</u>. All items proposed must comply with current applicable safety or regulatory standards or codes.
- 2. <u>Deviation from Industry Standard</u>. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
- 3. <u>New Equipment and Products</u>. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
- 4. <u>Delivered and operational</u>. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
- 5. <u>Warranty</u>. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

# D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

# E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$20 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

# F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

# G. ADDITIONAL CONSIDERATIONS

- 1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
- 2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
- 3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
- 4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

# III. PRICING

# A. <u>REQUIREMENTS</u>

All proposed pricing must be:

- 1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
  - a. Line-item Pricing is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
  - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
- 2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
- 3. Stated in U.S. and Canadian dollars (as applicable); and
- 4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

# B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

# IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

- 1. Clearly identify the affected article and section, and
- 2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

# V. <u>RFP PROCESS</u>

### A. <u>PRE-PROPOSAL CONFERENCE</u>

Rev. 2/2020

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The

purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

# B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

# C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

# D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at <a href="mailto:support@bidsandtenders.ca">support@bidsandtenders.ca</a>.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

# E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

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# F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

# G. <u>OPENING</u>

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

# VI. EVALUATION AND AWARD

# A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
  - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

# B. <u>AWARD(S)</u>

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

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Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

# C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

### D. <u>RIGHTS RESERVED</u>

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

• Modify or cancel this RFP at any time;

- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

# E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



### 12/11/2020

Addendum No. 1 Solicitation Number: RFP 020221 Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

#### **Question 1:**

Does this RFP include a functional or technical matrix? Are there any other documents in addition to the Sourcewell contract template and the RFP?

#### Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities. A proposer can propose its entire line of equipment, products, and services falling within the requested equipment, products, and services as described in the RFP.

#### End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 12/11/2020, is required at the time of proposal submittal.



#### 12/14/2020

Addendum No. 2 Solicitation Number: RFP 020221 Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

#### **Question 1:**

Is there a way to download all the questions for this response so I can work on my answers offline?

#### Answer 1:

After selecting "Start Submission", a proposer may navigate to Step 4 – "Preview Bid" and select "Preview My Bid in PDF" if a downloadable PDF of the questionnaire tables is desired.

#### End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 12/14/2020, is required at the time of proposal submittal.



### 12/22/2020

Addendum No. 3 Solicitation Number: RFP 020221 Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

#### Question 1:

Are currently awarded Sourcewell vendors expected to respond any differently than those not already an awarded vendor?

#### Answer 1:

The Sourcewell RFP is an open and competitive solicitation process. It is left to the discretion of each proposer to determine the information necessary to satisfy all requirements included in the RFP and the Sourcewell Procurement Portal questionnaire tables. Each proposal will be evaluated based on the criteria stated in the RFP. Each RFP is an opportunity independent of any other prior, current or future RFPs.

#### End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 12/22/2020, is required at the time of proposal submittal.



#### 1/5/2021

Addendum No. 4 Solicitation Number: RFP 020221 Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

#### **Question 1:**

In reference to RFP Section III. B. - Administrative Fees, should shipping and freight costs be included within the proposed administrative fee calculation? When would a flat fee be considered an acceptable alternative? If a flat fee is offered would this be negotiated at the time of award or does this need to be requested for approval during the question and answer period? Is the proposed administrative fee considered in any way during the evaluation process?

#### Answer 1:

It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and industry. Sourcewell will review the vendor's proposed administrative fee at the time of circulating award and non-award determinations, and will communicate either an acceptance of, or a counter-proposal to, the proposed administrative fee at that time. Proposals are evaluated based on the scoring criteria as stated in the RFP.

#### **Question 2:**

Can additional descriptions of the types of requested equipment, products, or services be provided that would be applicable for each of the categories as described in RFP Section II. B. 1.? The information would help with formulating a pricing proposal.

#### Answer 2:

Refer to Addendum 1, Question and Answer 1 posted on the Sourcewell Procurement Portal on December 11, 2020. It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their product offerings, business methods, and satisfies the requirements of RFP Section III - Pricing.

#### **Question 3:**

Will Sourcewell allow shipping/freight costs to be added to the invoice at the time of sale as itemized charges?

#### Answer 3:

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Section III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

#### **Question 4:**

Are we allowed to offer a participating entity a higher discount than the discount submitted with our proposal on a "case-by-case" basis?

#### Answer 4:

Refer to RFP Section III. A. 2. – which requires that all proposed pricing must be: "The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price."

### Question 5:

What is the average turn-around time for the approval of Product and Pricing Change Requests as described in Section 4 of the Sourcewell contract template? If a participating entity is purchasing a solution that may include a new product, one which has not yet been approved or added to the contract; are we allowed to include this item on either a quote or an order under this contract as long as we clearly list the item as an "OPEN MARKET" item?

#### Answer 5:

The Product and Pricing Change Request processing time will vary significantly depending on the extent of the requested change and the thoroughness of the request submitted to Sourcewell. Refer to Section 6. C. – Specialized Service Requirements of the Sourcewell contract template regarding non-contract items.

#### **Question 6:**

Should a customer want to utilize this contract, do they only need to meet the eligibility requirements to be a participating entity (e.g., a school, mass transit, police department,

city department, etc.) or do they need to go through a separate membership process? If so, is more information available on the membership process?

#### Answer 6:

In order to utilize a Sourcewell awarded contract, a qualifying entity must complete Sourcewell's online registration process and receive an account number in advance of the transaction. Participation with Sourcewell is at no cost and no obligation to the participating entity. More information on the registration process is available at: <u>https://www.sourcewell-mn.gov/register</u>

#### **Question 7:**

Does a proposer need to offer solutions for all the categories listed in the Requested Equipment, Products, or Services or be able to provide coverage to every geographic region to be considered for award?

#### Answer 7:

A proposer is not required to offer all possible items or services within the Requested Equipment, Products, or Services of the solicitation, or cover every geographic region, to be considered for award. However, the RFP is a competitive process and proposals will be evaluated based on the criteria as stated in the RFP.

#### End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 1/5/2021, is required at the time of proposal submittal.



### 1/13/2021

Addendum No. 5 Solicitation Number: RFP 020221 Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Questions and Answers, and the Clarification Statement, to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

#### **Question 1:**

Can references submitted be kept confidential?

#### Answer 1:

RFP Section VI. E. - Disposition of Proposals, addresses the handling of materials submitted in response to the RFP under Minnesota Statutes Section 13.591.

#### **Question 2:**

Is Table 2, Question 14, asking for certifications and licenses around our products and services OR around being able to do business in certain states or provinces?

#### Answer 2:

Refer to Section 19 of the Sourcewell contract template regarding legal, regulatory, and licensure requirements.

#### **Question 3:**

Can weblinks pasted into the Sourcewell response section of a question be clicked on and opened by the Sourcewell evaluation team, or should these links be provided in a Word or PDF document?

#### Answer 3:

It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal.

#### **Question 4:**

The RFP states: "Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal)..." Identify where the Sourcewell Evaluator Scoring Guide is located in the Portal?

#### Answer 4:

All general resource materials that are not specific to a particular RFP are found on the homepage of the Sourcewell Procurement Portal within the "Resource Materials" section.

Navigate to: https://proportal.sourcewell-mn.gov/ and the "Bids Homepage."

#### **Clarification Statement:**

The Sourcewell addendum dated 12/22/2020, with the file name "Addendum 3\_Fleet\_Mgmt\_Tech\_RFP\_020221", currently reads "Addendum No. 1" in the document heading. This was the third addendum issued and the heading of the document should read as "Addendum No. 3."

#### End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 1/13/2021, is required at the time of proposal submittal.



#### 1/18/2021

Addendum No. 6 Solicitation Number: RFP 020221 Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

#### **Question 1:**

May a parent company submit a proposal that includes its subsidiary companies as part of its proposed solutions? If this approach is acceptable what, if any guidelines should be followed to facilitate that objective?

#### Answer 1:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – "Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract." It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell Participating Entities and satisfy all the requirements included in the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

#### End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 1/18/2021, is required at the time of proposal submittal.



#### 1/19/2021

Addendum No. 7 Solicitation Number: RFP 020221 Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

#### **Question 1:**

How many contract awards will be issued for this RFP and what will be the effective dates/contract term?

#### Answer 1:

Each Sourcewell solicitation results in one, or more, new contract award(s) that are separate and distinct from any previous solicitation. Refer to RFP Section VI. A. – Evaluation, "It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s)...The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities."

Refer to the Sourcewell contract template Section 1. A. – Effective Date, "This Contract is effective upon the date of the final signature below."

Refer to RFP Section II. D. – Anticipated Contract Term, "Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities."

#### End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 1/19/2021, is required at the time of proposal submittal.



#### 1/20/2021

Addendum No. 8 Solicitation Number: RFP 020221 Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

#### Question 1:

I have noticed a few government agencies both in the US and Canada referencing this specific RFP. Can we get a list of all agencies looking to leverage this contract?

#### Answer 1:

Refer to RFP Section I. B., ... "Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources." The number of Sourcewell participating entities is not static. Sourcewell maintains a link to a member list on the "Sourcewell for Vendors" page of the Sourcewell website, with a separate worksheet for both the US and Canada (https://www.sourcewell-mn.gov/sourcewell-for-suppliers/agency-locator).

End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 1/20/2021, is required at the time of proposal submittal.



#### 1/25/2021

Addendum No. 9 Solicitation Number: RFP 020221 Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

#### **Question 1:**

Will Sourcewell consider an extension to the proposal due date?

#### Answer 1:

An extension to the proposal due date is not anticipated at this time.

#### Question 2:

In reference to Table 4: References/Testimonials, Line Item 21. – This question asks for "three customers who are eligible to be Sourcewell participating entities" what is required of the "participating entities" as opposed to the Top 5 listed customers requested in Table 5: Top Five Government or Education Customers?

#### Answer 2:

It is left to the discretion of each proposer to determine the content and format of the data and documentation that best represents their proposal. Sourcewell will consider the relevant information submitted in each proposal and apply the evaluation criteria as set forth in the RFP.

#### **Question 3:**

Is there a way for vendors to address potential fee or cost increases because of future market variables?

#### Answer 3:

Refer to Sourcewell contract template Section 4 - Product and Pricing Change Requests, for guidance on requesting pricing modifications during the term of an awarded contract.

#### **Question 4:**

Will any separate lease terms be superseded by the language in the contract between Sourcewell and the vendor, specifically Section 22 of the Sourcewell contract template -Cancellation? Would a separate lease addendum or other terms between the entity and the finance company be cancellable under Section 22 or does the language only apply to the contact between Sourcewell and the vendor?

If the Sourcewell/Vendor contract supersedes the separate lease contract as discussed above, can we request review of this in Table 16, Exceptions to Terms, Conditions, or Specifications Form?

#### Answer 4:

Refer to Sourcewell contract template Section 6. A. – Orders and Payment. "All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract."

A request for modification to the Sourcewell contract template may only be submitted with a proposal. To request a modification to the contract template terms, conditions, or specifications, a proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, which is found as the final Table of Step 1 in the proposal submission process.

#### End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 1/25/2021, is required at the time of proposal submittal.



#### 1/26/2021

Addendum No. 10 Solicitation Number: RFP 020221 Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

#### **Question 1:**

Explain the terms of the administrative fee. With other purchasing agreements, it is charged based on the contract value of the first order for the first contract year. Is this how Sourcewell charges for the administrative fee?

#### Answer 1:

Refer to RFP Section III. B. – Administrative Fees and Sourcewell contract template Section 8 – Report on Contract Sales Activity and Administrative Fee Payment. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and industry.

#### Question 2:

If a contract holder has a marketplace for third party providers to directly market their products and services to contract holder's customers, can the contract holder use the Sourcewell contract to allow Sourcewell customers to purchase products and services from that marketplace? If so, are those transactions directly between the marketplace partner and the Sourcewell customer? Must the marketplace partner comply with the Sourcewell terms, and does the Sourcewell contract holder take responsibility for the marketplace partner's products and services?

#### Answer 2:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services, "Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the

network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract."

#### **Question 3:**

For end-user agreements with Sourcewell Participating Entities outside of the State of Minnesota, is it a requirement that the Minnesota Data Practices Act apply or can the vendor's standard commercial terms for data-related issues be used (i.e. data use, data protection)?

#### Answer 3:

Sourcewell is a government entity based in Minnesota and therefore must follow the Minnesota Government Data Practices Act. Awarded vendors are also subject to the Act, where applicable, as more fully set forth in Minnesota Statutes Chapter 13. For additional clarification, Proposers should seek guidance from their own legal counsel.

#### End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 1/26/2021, is required at the time of proposal submittal.

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AFFIDAVIT OF PUBLICATION





#### 11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579 (503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH -- ss.

I, Nick Bjork, being first duly sworn, depose and say that I am a Publisher of the Dally Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

#### Case Number: NOT PROVIDED

Fleet Management Technologies with Related Software Solutions Sourcewell; Bid Location Staples, MN, Todd County; Due 02/02/2021 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

12/11/2020

State of Oregon County of Multnomah

> SIGNED OR ATTESTED BEFORE ME ON THE 11th DAY OF December, 2020

Nick Bjork

Notary Public-State of Oregon



Carol Jackson Sourcewell 202 12th St NE Staples, MN 56479-2438

#### SOURCEWELL FLEET MANAGEMENT TECHNOLOGIES WITH RELATED SOFTWARE SOLUTIONS Proposals Due 4:30 pm,

February 2, 2021 REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Fleet Management Technologies with Related Software' Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

> Order No.: 11943048 Client Reference No:

#### No

Notice			
Basic Information Estimated Contract Value (CAI	D) \$80,000,000.00 (Not shown t	a suppliers)	
Reference Number	0000188662	o adphile(a)	
Issuing Organization	Sourcewell		
Owner Organization	Sourcewen		
Solicitation Type	RFP - Request for Proposal (	Formal)	
Solicitation Number	020221	Formar)	
Title		vice with Deleted Software Solutions	
Source ID		gies with Related Software Solutions	
Source ID	PP.CO.USA.868485.C88455		
Details			
Location	All of Canada, All of Cana	da	
Purchase Type	Term: 2021/04/01 01:00:0	0 AM EDT - 2025/03/31 01:00:00 AM EDT	
Description	Sourcewell, a State of Min	nesota local government agency and service	
	cooperative, is requesting	proposals for Fleet Management Technologies	
	with Related Software Sol	utions to result in a contracting solution for use by	
	its Participating Entities. S	Sourcewell Participating Entities include thousands	
		lucation, K-12 education, nonprofit, tribal	
		olic agencies located in the United States and	
		Request for Proposals can be found on the	
		ortal [https://proportal.sourcewell-mn.gov]. Only	
		gh the Sourcewell Procurement Portal will be	
		due no later than February 2, 2021, at 4:30 p.m.	
		posals will not be considered.	
Dates			
Publication	2020/12/10 08:47:39 AM E	ST	
Question Acceptance Dead			
Questions are submitted o			
Bid Intent	Not Available		
Closing Date	2021/02/02 05:30:00 PM E	ST	
Prebid Conference	2021/01/08 11:00:00 AM E	ST	
Contact Information			
Procurement Department			
218-894-1930			
rfp@sourcewell-mn.gov			
Pre-Bidding Events			
Event Type	Prebid Conference		
Attendance	Recommended		
Event date	2021/01/08 11:00:00 AM EST		
Location	Online Conference		
Event Note	Login information will be emain	led two business days prior to event.	
Did Submission Press			
Bid Submission Process Bid Submission Type	Electronic Bid Submission		
	In attached document		
Pricing Pricing	In attached document		
Bid Documents List	in auached document		
	Item Name	Description	Mandatory
	Bid Documents	Documents defining the proposal	Yes
	Did Documents	Documents defining the proposal	res

Categories Selected Categories

GSIN Category (1)	
S	Services Services
R1	Administrative and Management Support Services Administrative and Management Support Services
R115G	FLEET MANAGEMENT SERVICES FLEET MANAGEMENT SERVICES
MERX Category (1)	
G	Goods Goods
G10	Electrical and Electronics Electrical and Electronics
UNSPSC Categories (2)	
43000000	Information Technology Broadcasting and Telecommunications
43230000	Software
43232300	Data management and query software
43232600	Industry specific software

This document printed Thursday, 12/10/2020



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## **Contracting Opportunity**

\*\*\* This ad has not been published. It has been reviewed and pending publication. \*\*\*

Title:	Fleet Management Technologies with Related Software Solutions
Agency:	Sourcewell
Division:	Procurement Department
Contract Number:	020221
Contract Term:	4 years, with potential 1 year extension
Date of Issue:	12/11/2020
Due Date/Time:	02/02/2021 4:30 PM Central Time
County(ies):	All NYS counties
Classification:	Information Technology - Commodities
<b>Opportunity Type:</b>	General
Entered By:	Chris Robinson
Description:	is requesting proposals for Fleet Management Technologies with Related Software Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal_ .sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.
	Service Dischlad Vateran Owned Set Aside No

Service-Disabled Veteran-Owned Set Aside: No

DocuSign Envelope ID: 318F2D3D-60BA-4194-80EE-22E956A07E8B

### **Contact Information**

Primary contact: Sourcewell Procurement Department James Voelker Procurement Lead Analyst 202 12th Street NE P.O. Box 219 Staples, MN 56479 United States Ph: 218-895-4191 james.voelker@sourcewell-mn.gov

#### Submit to contact: Sourcewell

Procurement Department James Voelker Procurement Lead Analyst 202 12th Street NE P.O. Box 219 Staples, MN 56479 United States Ph: 218-895-4191 james.voelker@sourcewell-mn.gov

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# Public | Purchase,

11 5 10-	Bid RFP #020221 - Fleet Management Technologies with Related Software Solutions	[Switch to Vendor Vie
	Bid Type RFP Bid Number 020221 Title Fleet Management Technologies with Related Software Solutions Start Date Dec 10, 2020 7:59:21 AM CST End Date Feb 2, 2021 4:30:00 PM CST Agency Sourcewell Bid Contact Chris Robinson (218) 695-4166 rfp8 sourcewellmm.gov 202 12th Street NE RO. Box 219 Staples, MM 56479-0219	Access Reports View reports on who has been notified of the bid or accessed it. [Notification report] [Access report] Questions 0 Questions 0 Unanawered [View/Aek Questions] Edit Bid [Create Addendum]
	Description Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Fleet Management Techn Participating Entities indude thousands of governmental, higher education, K-12. education, nonproft, tribal government, and other publ Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered.	c agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewe
	Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Fleet Management Techn Participating Entities indude thousands of governmental, higher education, K-12 education, nonproft, tribal government, and other publ Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be	c agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewe
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	Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Fleet Management Techn Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Pre-Bid Conference Date Jam 8, 2021 10:00:00 AM CST Location Online conference	c agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcew

"Public Group-



Connection Category: Goods ortunity Notice Fleet Management Technologies with Potential vendors (bidders) **Related Software Services** view the bid package

<b>Opportunity Informati</b>	ion	View Bid Package
Organization: Organization Address: Reference Number: Solicitation Number: Solicitation Type: Posting (NH/dd/yyyy):	Runal Municipalizies of Alberta (NNA) www.unalberta.com AB-2020-06945 AB-2020-06945 Request for Proposal 12/10/2020 D4155:00 PM Alberta Time	Interested vendors (bidders) who wish to submit a response to this opportunity should register their interest by downloading the document(s) from the bid
Closing (MM/dd/yyyy):	02/02/2021 03:30:00 PM Alberta Time	package.
Last Update (NM/dd/yyyy):	12/10/2020 04:03:54 PM Alberta Time	Ware Interested Vendors (Bidden)
Agreement Type:	NWPTA/TELMA & OFTA & CETA	
Region of Opportunity:	Open	
Region of Deliveryt	Aberta	
Opportunity Type:	Open & Competitive	
Commodity Codes: NS825015: Global Positioning Airborne) R115G: Fleet Management Se	System, Navigation Equipment (Except rvices	

Response Submission: Only Proposals submitted through the Sourcewell Procurement Portal will be consid

https://proportal.sourcewell-mn.gov

Proposals are due no later than February 2, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered

Response Contact: Robinson, Chris Procurement Manager 2510 Sparrow Drive Nisku Alberta T9E SN5 Tel: 218-995-4168 Email: fp@sourcewell-mn.gov

#### poase Specifics:

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewel-mn.gov]. Only proposals submitted through the Sourcewell Proc. Portal will be considered. Proposals are due no later than February 2, 2021, 4:30 pm Central Time, and tate proposals will not be considered.

Propose's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Propos n alcu sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposes If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the caser has obtained this solicitation document from a third party, the onus is on the Pro create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

#### ortunity Description: Opt

Corporations y Descriptions. Rural Municipalities of Alberta (TRMA"), is posting the solicitation on behalf of RMA and its current and potential Members and represented Associations and their Members, which includes local Governmental and other not-for-profit organizations located in all provinces and tentroles in Canada including but not limited to British Columbia, Alberta, Salotzchewan, Marioba, Ortkain, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundiand and Labrador and Northwest Territories

Request for Proposal ("RFP") to result in regional and/or national contract solutions under the rules and regulations of the New West Partnership Trade Agreement ("CETA") for this procurement, RMA/Sourcewell is requesting proposals for Fleet Management Technologies with Related Software Solutions to result in a national contracting solution for use by its member

Members include thousands of governmental, higher education, K-12 education, not-for-profix, tribal government, and other public agencies located in Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procumment Portal [https://propostal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

APC "Opportunity Holices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authentiative information.

All queries pertaining to the language, content or any missing or inaccurate information within this ab be sent to its originator of the abstract, as specified in the opportunity notice.

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		CS-23-378 Contract No. CM3671
ocuSign Envelope ID: 318F2D3D-60BA-4194-80EE-22E956A07E8B 4770 S. 5600 W. WEST VALLEY CITY, UTAH 84118 FED.TAX I.D.# 87-0217663 801-204-6910	Deseret News	dia
PROOF OF PUBLICATION CUSTOMER'S COPY		
CUSTOMER NAME AND ADDRESS	ACCOUNT NUMBER	REQUEST FOR PROPOSALS
SOURCEWELL, Accounting Dept PO BOX 219	9001496962 DATE	Sourcewell, a State of Minnesota local govern- ment agency and service cooperative, is requesting proposals for Fleet Man- agement Technologies with Related Software Solutions
STAPLES MN 56479	12/14/2020	ticipating Entities. Sourcewell Participating
ACCOUNTNAME	15-0/6-	of governmental, higher education, K-12 education, monprofit, tribal govern- ment, and other public agencies located in the United States and Canada. A full coory of the Perset
SOURCEWELL,		agencies located in the United States and Canada.
TELEPHONE ORDER	# / INVOICE NUMBER	for Proposals can be found on the Sourcewell
2188945483 0001305	174 /	submitted through the
PUBLICATION SCHEDULE		Portal will be considered.
START 12/10/2020 END 12/10/2020		troposti are due no later than February 2, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered. 1305174 UPAXIP
CUSTOMER REFERENCE NUMBER		1305174 UPAXLP
Sourcewell RFP for Advertisement (Fleet Management Te	ch)	
CAPTION		
	negata lagal government egon	
REQUEST FOR PROPOSALS Sourcewell, a State of Min	inesola local government agen	
SIZE		
35 LINES 1 COLUMN(S)		
TIMES TOTAL COST		
3 80.95		
AFFIDAVI AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH ME ADVERTISEMENT OF <u>REQUEST FOR PROPOSALS Sourcewel</u> equesting proposals for Fleet Management Technologi FOR <u>SOUR</u> LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS A ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. C 6-3-104.	II, a State of Minnesota local gove CEWELL, WAS PUBLISHED BY ND THE SALT LAKE TRIBUNE, H, AND PUBLISHED IN SALT LA S.COM ON THE SAME DAY AS	rnment agency and service cooperative, THE NEWSPAPER AGENCY COMPAN DAILY NEWSPAPERS PRINTED IN THE KE CITY, SALT LAKE COUNTY IN THE THE FIRST NEWSPAPER PUBLICATION
PUBLISHED ON Start 12/10/2020 End 12/10/2020	- fluo	munchon
DATE 12/14/2020	SIGNATURE	
STATE OF UTAH )		
SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 14TH	I DAY OF DECEMBER	IN THE YEAR 2020

NOTARY PUBLIC-STATE OF UTAH COMMISSION# 712892 COMM. EXP. 07-06-2024

NOTARY PUBLIC SIGNATURE

# Sourcewell

## **View Details**

Bids Homepage Find more bids Create Account Login

Click here to return to the Sourcewell Procurement Portal home page.

#### Bid Details

Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 020221
Bid Name:	Fleet Management Technologies with Related Software Solutions
Bid Status:	Open
Bid Closing Date:	Tue Feb 2, 2021 4:30:00 PM (CST)
Question Deadline:	Tue Jan 26, 2021 4:30:00 PM (CST)
Time-frame for delivery or the duration of the contract:	Four years, with possible extension as stated in the bid documents
Negotiation Type:	Refer to project document
Condition for Participation:	Refer to project document
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	No
Description:	Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Fleet Management Technologies with Related Software Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal
	[https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.
Bid Document Access:	Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.
Categories:	Show Categories [+]
	🗿 Submit a Question 🔒 Register for this Bid 🚽 Download Bid Documents

## **Meeting Locations**

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	Date / Time -	Mandatory Me Meeting Document
Online Pre-Proposal Conference	Login instructions will be provided to registered plan takers by email two business days prior to the web conference.	Friday January 8, 2021 10:00 AM to 11:00 AM (CST)	No



View Edit Delete Revisions



#### Fleet Management Technologies with Related Software Solutions

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Fleet Management Technologies with Related Software Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

#### **Important Dates**

Pre-Proposal Conference: January 8, 2021 at 10:00 am CST

Proposals Due: February 2, 2021 at 4:30 pm CST

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

Sourcewell Procurement Portal

Sourcewell

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#### CS-23-378 Contract No. CM3671

THE STATE MEDIA CO., INC. Columbia, South Carolina publisher of **The State Media Company** 

## **AFFIDAVIT OF PUBLICATION**

Account #	Ad Number	Identification
327043	0004825995	REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local gc

#### Attention: Carol Jackson

SOURCEWELL PO BOX 219 STAPLES, MN 56479

#### REQUEST FOR PROPOSALS

PROPOSALS Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Fleet Management Technologies with Related Software Solutions to result in a contracting solution for use by its Participating Entities. Sourcewel Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, ithal government, and other public agencies located in the United States and Canada. A hill copy of the Request for Proposals sourcewell-mn.gov]. Only proposal sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2021, at 4:30 p.m. Central Time, and late propocals will not be considered. 4825995

#### State of South Carolina

**County of Richland** 

I, Michelle Long, makes oath that the advertisment, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 Insertion(s)

Published On: December 10, 2020

MBLOUX

Michelle Long Inside Classified Accounts Representative

Subscribed and swom to before me on this 17th day of December in the year of 2020

Amy L. Robbins Notary Public for South Carolina My Commission Expires: November 27, 2022

"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

#### WASHINGTON

## **Trump supporters to rally in Washington**

Protest comes just before **Electoral College meets** 

N'dea Yancey-Brage

As many as 5,000 of President Don-ald Trump's supporters are expected to descend on the nation's capital Saturday - just days before Electoral College votes are cast - to protest alleged voter fraud in the Nov. 3 presidential election, an unfounded claim also pushed by

Women for America First, a group of conservative women that organized last month's "Stop the Steal" rally in Wash-ington, filed for another protest permit

ington, filed for another protest permit from the National Park Service after their first event, which drew tens of thousands of people. Electors from all SO states and Wash-ington, D.C., meet in their respective state capitals Monday to formally cast votes for president based on the popular votes in each state. President-elect Joe Biden won 366 electrone twee and Biden won 306 electoral votes and Trump stands at 232; a presidential candidate needs 270 of these votes to

Twenty-six states and the District of Columbia legally mandate electors vote in accordance with the popular vote, but "faithless" electors have voted for someone other than their candidate. None have ever affected the outcome of the

The demonstration is a way for Trump supporters to express their disillusionment and anger over the elec-tion, said Amy Kremer, chair for Women for America First, who is traveling to the for America First, who is traveling to the nation's capital as part of a two-week, cross-country bus tour. "We want him to continue to stay strong and fight to expose this voter fraud and demand transparency and

POLITICS NEWS BRIEFING

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election integrity," she said. "The sec-ond propose is really to support each other."

Attorney General William Barr said last week the Justice Department has not found evidence of widespread voter fraud that would change the outcome of the vote. A national coalition of election security officials said last month there was no evidence any voting system was compromised and described the elec-tion as "the most secure in American

"There's no evidence to support the There's no evidence to support the contention or the allegation that there's been widespread voter fraud in the 2020 presidential election," said David Levine, elections integrity fellow at the nonpartisan Alilance for Securing De-mocracy. He noted that the majority of lawauits the Trump team has filed in states have failed. states have failed.

"What I am more concerned about is "What I am more concerned about is that these kinds of events contribute to a broader mis- or disinformation cam-paign that undermines voter confidence in elections and creates fissures in our democracy," he said.

<text><text><text><text>

thousands who turned out in November. Turnout could be much lower than the previous event in part because it was not as heavily advertised initially in right-wing circles, said Jared Holt, a vis-ting fellow at the Atlantic Council's Digital Forensics Research Lab who fo-

Digital Forensics Research Lab who to-cuses on domestic extremism. "We are seeing this Stop the Steal movement is already starting to dwindle at least in its digital footprint and that appears to be translating to railies," he widd The pro-Trump gathering likely will

The pro-trump gathering likely will be held at Freedom Plaza, according to the National Park Service. A permit is expected to be issued this week that will include details for the event and the number of participants. Several groups including anti-Trump

organization Refuse Fasciam and anu-fascist group All Out DC have already announced they will agala hold counterprotests. Refuse Fasciam is planning to rally in Black Lives Matter viare

plaza. We are rallying to stand up against the regime in power and the fascist mo-bilitation," she said. Organizers of the pro-Trump rally ac-knowledged the potential for counter-protest on their permit application, specifically mentioning Black Lives Matter and Antifa.

Matter and Antila. "Obviously we've seen that anyone anti trump will attack us," Cindy Cha-fian of Women for America First wrote in the application. "We will make sure to have a plan in place to ensure the safety of att dees At the mid-November rally, skirmish-

of attendees. At the mid-November raily, skirmish-es between protesters and counterprot-esters broke out across the city. At least 20 people were arrested on a variety of charges, including assault and weapons possession. The Associated Press re-ported. One stabhing was reported, two police officers were injured and several fitearms were also recovered by police. Kristen Metzger, a spokesperson for the D.C. police, confirmed police will be present at the demonstration and a traf-fic advisory with road closures will be released absed of the event. Carusone said several chapters of the Proud Boys, a far-right extermist group known for incling violence, are not only planning to attend as they have before but aad counterprotesters need to be aware that Proud Boys seek to antago-nize counter demonstrators to create a "newtow for said-defance."

nize counter demonstrators to create a "pretext for self-defense."

### Stimulus talks drag on; Biden introduces Pentagon pick

The stalemate in stimulus negotiations continued Wednesday as Senate Majority Leader Mitch McConnell, R-Ky, attacked top Democrats' rejection of the latest White House offer, while

Majority Leader Mitch McConnell, R-Ky, attacked top Democrata' rejection of the latest White House offer, while Democrata staked their hopes on a hi-partiana group of nine senators negoti-ating a \$906 billion proposal. On Tuesday, McConnell had offered to drop one of Republicans' largest pri-orities in negotiations - liability protec-tions for businesses - if Democrats dropped one of their priorities - aid for state and local governments. Those sticking points could be re-

state and local governments. Those sticking points could be re-solved in another relief bill at the begin-

solved in another relief bill at the begin-ning of next year, he said. House Speaker Nancy Pelosi, D-Calif., rejected McConnell's approach, urging him to work with the bipartisan group instead and accusing him of "obstn

struction." Adding to the scramble to get a bill done before Congress leaves for Christ-mas, the White House and Treasury Secretary Steve Mnuchin made their own \$916 billion proposal Tuesday eve-ning, an approach Democrats mostly re-leased hemcents of the anily assure to jected because of the small amount it provided for unemployment funds. "In a bizarre and schizophrenic press

ase, the speaker and the leader said administration was obstructing ne-lations by negotiating," McConnell rele the adn

Two more brush-offs in about two hours. More deflection, more delay, and

more suffering for innocent Americans." more suffering tor innocent Americans." Senate Minority Leader Chuck Schumer, D-NX, told reporters Wednesday, 'Cutting unemployment to the extent he has...fi's not going to get much support among any Democrats." Schumer asid bipartisan negotiations

Schumer said bipartisan negotiations were the "way to go." Sen. Angus King, I-Maine, working on the compromise proposal, told re-porters the group was still "trying to fi-nalize the language."

#### iden Introduces Defense pick

In officially introducing Lloyd Austin as his nominee to become secretary of the Defense Department, President-elect Joe Biden sought Wednesday to tamp down criticism of picking a re-tired, four-star Army general as the ci-vilian leader of the anmed forces.

vilian leader of the armed forces. He is the right person for this job, at the right moment leading the Depart-ment of Defense at this moment in our nation" shistory", Biden said. Through sheer determination and and extraordinary skill, He's been breaking down barriers and blaxing a trail forward in this nation for more than 400 moment.

launched a rocket attack. Jaunched a rocket attack. "Of course, for Gen. Austin, it was just another day at the office," Biden said. "He's cool under fire, inspiring the same in all those around him." If confirmed, Austin would be the first African American to head the Pen-terme Beenla of solar surgest short

tagon. People of color represent about 30% of military personnel, which Biden said should be better reflected in leader-ship.

ship. "It's long past the time that the de-partment's leadership reflects that di-versity," Biden said. Austin thanked Biden for the bonor

of building upon the history of African Americans in the military, from Buffalo Americans in the military, from Buffalo soldiers to the Tuskegee Airmen to Colin Powell, a former general and secretary of state. "Many people have paved the way for me," Austin said. Before Austin can be confirmed, Con-

gress must grant a waiver from a law that requires active-duty military per-sonnel to wait at least seven years be-fore they can become defense secretary.

HUD, Agriculture choices na

Biden and Vice President-elect Ka-mala Harris will choose Rep. Marcia Fudge as their nomince for secretary of Housing and Urban Development, and Tom Vilsack for secretary of Agricultrail forward in this nation for more than 40 years. Biden said Austinled the reduction in troops from Iraq, which represented the biggest logistical challenge to the de-participated in the case; no dissents or Housing and Urban Development, and participated in the case; no dissents or Housing and Urban Development, and participated in the case; no dissents or Contributing: David Jackson, Bart Jansen, Bichard Wolf, Nicholas Wu, meeting at the ambassador's house in Baghdad, Biden said, Insurgents

be the second Black woman to lead HUD, which focuses on federal policy surrounding housing. Vilsack would re-turn to the position he held for eight years during the Obama administration. He also served two terms as fown's governor.

#### High court spurns election suit

The Supreme Court refused Tuesday to stop Pennsylvania from finalizing Bi-den's victory in the state despite allega-tions from alles of President Donald Trump that the expansion of mall-in victor directions of mall-in

Trump that the expansion of mall-in voting was illegal. The action by the high court, which includes three justices named by Trump, came as states across the coun-try are locking in the results that will lead to next week's Electoral College vote. It represented the latest in a string of stinging judicial opinions that have left the precident defeated politically and legally. By their one-sentence denial, the jus-tices left intact a ruling by the Pennsyl-vania Supreme Court, which said the challenge to a state law passed in 2019

challenge to a state law passed in 2019 came far too late. New Associate Justice

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CS-23-378

# NOTICES

# PUBLIC NOTICE

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Fleet Management Technologies with Related Software Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2021, at 4:30pm Central Time, and late proposals will not be considered.

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Proposal Opening Record

Date of opening: February 2, 2021

Sourcewell posted Request for Proposal #020221, for the procurement of Fleet Management Technologies with Related Software Solutions, on the Sourcewell Procurement Portal [proportal.sourcewell-mn.gov] on Thursday, December 10, 2020, and the solicitation remained in an open status within the portal until February 2, 2021, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on February 2, 2021, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #020221 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Agile Fleet, Inc. - Submitted 1/27/21 at 7:51:30 AM CalAmp Wireless Networks Corporation - Submitted 2/01/21 at 4:22:09 PM Carolina Software Technology - Submitted 2/02/21 at 11:43:32 AM Chevin Fleet Solutions, LLC - Submitted 2/02/21 at 4:54:02 AM CitiTech Systems, Inc. - Submitted 2/02/21 at 3:47:20 PM Computerized Fleet Analysis, Inc. - Submitted 2/02/21 at 2:53:42 PM Curacy, LLC - Submitted 2/02/21 at 11:39:00 AM DataRemote, Inc. - Submitted 2/02/21 at 9:46:17 AM Fleet Analytics, LLC - Submitted 2/02/21 at 9:08:37 AM Forward Thinking Systems - Submitted 2/02/21 at 3:37:57 PM Free2Move - Submitted 2/02/21 at 4:18:42 PM Geotab, Inc. - Submitted 2/02/21 at 11:14:44 AM GPS Insight, LLC - Submitted 2/02/21 at 2:27:00 PM IVS, Inc. - Submitted 2/01/21 at 8:23:08 PM LB Technology, Inc. - Submitted 2/02/21 at 9:53:53 AM Lytx, Inc. - Submitted 2/02/21 at 3:29:35 PM Mitac Digital Corporation - Submitted 2/01/21 at 10:59:31 PM MRF Geosystems Corporation - Submitted 2/02/21 at 12:25:55 PM NexTrag, LLC - Submitted 2/01/21 at 3:25:58 PM Noregon Systems, Inc. - Submitted 2/02/21 at 10:41:07 AM

Oakland Consulting Group, Inc. - Submitted 2/02/21 at 4:29:42 PM PeoplePlus Software, LLC - Submitted 2/02/21 at 3:10:13 PM RadioMobile, Inc. - Submitted 2/01/21 at 5:22:46 PM Rarestep - Submitted 1/29/21 at 2:59:00 PM Revvo Technologies - Submitted 2/02/21 at 1:27:12 PM RMJ Technologies TX, Inc. - Submitted 2/02/21 at 2:11:54 PM Ron Turley Associates - Submitted 2/02/21 at 4:26:43 PM Routeware, Inc. - Submitted 2/01/21 at 6:44:48 PM Rubicon Global, LLC - Submitted 2/02/21 at 1:52:27 PM Safety Vision - Submitted 2/02/21 at 2:05:47 PM Samsara Networks, Inc. - Submitted 2/02/21 at 3:13:45 PM SkyHawk Telematics - Submitted 2/02/21 at 3:52:57 PM Solutions Into Motion Limited (CA), Ltd (US) - Submitted 2/02/21 at 7:34:56 AM SYNNEX Corporation - Submitted 2/01/21 at 1:58:06 PM Synovia Subsidiary of CalAmp - Submitted 2/01/21 at 6:05:08 PM Teletrac Navman US, Ltd. - Submitted 2/02/21 at 11:54:13 AM TELUS Communications (U.S.), Inc. - Submitted 2/02/21 at 3:52:37 PM The Arcanum Group, Inc. - Submitted 2/02/21 at 12:41:24 PM The Vestige Group, LLC - Submitted 2/02/21 at 3:03:31 PM ThingTech, Inc. - Submitted 2/02/21 at 3:11:22 PM Toromont Material Handling, a division of Toromont Industries, Ltd.- Submitted 2/02/21 at 3:30:39 PM Track Star International, Inc. - Submitted 2/01/21 at 3:10:46 PM Transfinder Corporation - Submitted 2/01/21 at 12:20:38 PM Trapeze Software Group, Inc. - Submitted 2/01/21 at 9:09:36 AM TT FASTER, LLC - Submitted 2/02/21 at 3:37:58 PM Uptake - Submitted 2/01/21 at 3:52:07 PM Utility Associates, Inc. - Submitted 2/02/21 at 3:43:11 PM Verizon Connect NWF, Inc. - Submitted 2/02/21 at 2:57:58 PM WEX Bank - Submitted 2/02/21 at 9:32:28 AM Zonar Systems - Submitted 2/01/21 at 5:45:49 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on February 2, 2021, at 4:32:05 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by: James Voelker

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James Voelker, CPCM, CFCM Procurement Lead Analyst

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Carol Jackson, Procurement Analyst

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#### COMMENT AND REVIEW to the REQUEST FOR PROPOSAL (RFP) #020221 Entitled

#### Fleet Management Technologies with Related Software Solutions

The following advertisement was placed December 10, 2020 in Utah's *The Salt Lake Tribune*, in USA Today, in South Carolina's *The State*, and on the Sourcewell website <u>www.sourcewell-mn.gov</u>, Sourcewell Procurement Portal <u>https://proportal.sourcewell-mn.gov</u>, Biddingo, Merx, The New York State Contract Reporter <u>www.nyscr.ny.gov</u>, PublicPurchase.com, and December 11, 2020 in Oregon's *Daily Journal of Commerce*:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Fleet Management Technologies with Related Software Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Actsoft	Pioneer Safety Solutions, Ltd.
AEC Computer Division	Pixida USA, Inc.
Agile Fleet, Inc.	ProntoForms, Inc.
AgileAssets Inc.	PureCode Software, Incorporated
Agios World Wide, Inc.	Radio Engineering Industries, Inc. (REI)
App-Garden, LLC	RadioMobile, Inc.
Applied Data Systems, Inc.	Radix US
Apptricity	Rarestep
Astus, Inc.	Razor Consulting Solutions, Inc.
AT&T Mobility Holdings, LLC	RDM Infinity
Azuga, Inc.	Resource Drones, LLC
Bell Mobility, Inc.	Revvo Technologies
Brigade Electronics, Inc.	RMJ Technologies TX, Inc.
CalAmp Wireless Networks Corporation	Ron Turley Associates

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

#### Sourcewell

Capital Petroleum Service, Ltd	Routeware, Inc.
Carmalink, Inc.	Rubicon Global, LLC
Carolina Software Technology	RUSD SOLUTIONS
CDW Government, LLC	Safety First Products
Cellutrak	Safety Vision
Chevin Fleet Solutions, LLC	Salesforce
CitiTech Systems, Inc.	Samsara Networks, Inc.
Coencorp Consultant Corporation, Inc.	Sarandrea Associates Group Corp.
Computerized Fleet Analysis, Inc.	Saskatchewan Telecommunications
Curacy, LLC	SDI Presence, LLC
DataRemote, Inc.	Seisan Consulting, LLC
Deloitte, LLP	Seon Systems Sales, Inc.
Digital Ally, Inc.	Services Makila, Inc.
E.J. Ward	Sharp Electronics Corporation
Element Fleet Corporation	Sharp Electronics of Canada, Ltd.
eRepublic, Inc.	Shermco Industries
Evreka Yazilim Donanim Danismanlik	Siemens Mobility, Inc.
Egitim San. Tic. A.S.	
EYERIDE, LLC	SkyHawk Telematics
Fleet Analytics, LLC	Smarter AI Corporation
Fleetcard, Inc.	Solutions Into Motion Limited (CA), Ltd. (US)
FOCUS FLEET and FUEL MANAGEMENT	Straightforward, LLC
Forward Thinking Systems	SYNNEX Corporation
Free2Move	Synovia Subsidiary of CalAmp
FuelCloud OPCO	TankVisions, Inc.
Geotab, Inc.	Teletrac Navman US, Ltd.
GPS Insight, LLC	TELUS Communications (U.S.), Inc.
HighPower Data Solutions	The Arcanum Group, Inc.
Hilltip, Inc.	The Barrington Consulting Group, Inc.
Infor Global	The Vestige Group, LLC
INVERS Mobility Solutions, Inc.	ThingTech, Inc.
ITRAK Corporation	Toll International, LLC
IVS, Inc.	TommyTQL, LLC
IVS, Inc. dba AngelTrax	Toromont Material Handling, a division of
	Toromont Industries, Ltd.
Jump.ca Wireless Supply Corp	Track Star International, Inc.
King Tours & Limousine Service, Inc.	Transfinder Corporation
LB Technology, Inc.	Trapeze Software Group, Inc.
Lexmark International, Inc.	TT FASTER, LLC
Lytx, Inc.	TT FASTER, LLC dba FASTER Asset Solutions
Manufacturing Automation and Software Solutions, Inc.	Univerus
Mera Development Corp.	Uptake
Mitac Digital Corporation	Utility Associates, Inc.
Motion Industries	Vecima Networks, Inc.
Motorola Solutions, Inc.	Verizon Connect NWF, Inc.

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MRF Geosystems Corporation	VIRICITI, LLC
Multiforce Systems Corporation	WABASH MFG., INC.
NexTraq, LLC	West Canadian Digital Imaging
Noregon Systems, Inc.	Western Business Improvement Advisors, Ltd.
NPA Computers, Inc.	WEX Bank
Oakland Consulting Group, Inc.	Wheeler Bros., Inc.
Office of General Services	Worldwide TechServices, LLC
P3-MATIC, INC.	Xerox Canada, Ltd.
Panasonic Corporation of North America	XIUS Corp.
Panasonic i-PRO Sensing Solutions	Zevtron, LLC
Corporation of America	
PeoplePlus Software, LLC	Zonar Systems

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on February 2, 2021 at 4:32:05 pm CT. Proposals were received from the following:

Agile Fleet, Inc. CalAmp Wireless Networks Corporation Carolina Software Technology **Chevin Fleet Solutions, LLC** CitiTech Systems, Inc. Computerized Fleet Analysis, Inc. Curacy, LLC DataRemote, Inc. Fleet Analytics, LLC Forward Thinking Systems Free2Move Geotab, Inc. **GPS** Insight, LLC IVS, Inc. LB Technology, Inc. Lytx, Inc. Mitac Digital Corporation MRF Geosystems Corporation NexTrag, LLC Noregon Systems, Inc. Oakland Consulting Group, Inc. PeoplePlus Software, LLC RadioMobile, Inc. Rarestep **Revvo Technologies** RMJ Technologies TX, Inc. **Ron Turley Associates** Routeware, Inc. Rubicon Global, LLC

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Safety Vision Samsara Networks, Inc. **SkyHawk Telematics** Solutions Into Motion Limited (CA), Ltd (US) SYNNEX Corporation Synovia Subsidiary of CalAmp Teletrac Navman US, Ltd. **TELUS** Communications (U.S.), Inc. The Arcanum Group, Inc. The Vestige Group, LLC ThingTech, Inc. Toromont Material Handling, a division of Toromont Industries, Ltd. Track Star International, Inc. **Transfinder Corporation** Trapeze Software Group, Inc. TT FASTER, LLC Uptake Utility Associates, Inc. Verizon Connect NWF, Inc. WEX Bank **Zonar Systems** 

#### Proposals were reviewed by the Proposal Evaluation Committee:

James Voelker, CPCM, CFCM, Procurement Lead Analyst Michael Muñoz, CPPB, Procurement Analyst Craig West, Procurement Analyst Beverly Hoemberg, Procurement Analyst

#### The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

Agile Fleet, Inc., provides their FleetCommander fleet management system, as well as required off-the-shelf hardware such as touchscreens, key boxes, and in-vehicle technology. These products and corresponding services are made available to Sourcewell's participating entities across the USA and Canada by Agile Fleet representatives. Product development, customer support, metal fabrication and data hosting services are based in the United States. Agile Fleet offers Sourcewell Participating Entities competitively discounted pricing off their standard MSRP.

CalAmp Wireless Networks Corporation offers fleet management technologies to government, utility, and large enterprise fleets. Sourcewell Participating Entities in the United States and Canada may take advantage of a robust selection of products that includes a turn-key telematics system, automatic vehicle location, invehicle camera systems, instant crash notification, WiFi hotspot routers, asset tracking and tool tracking. CalAmp Wireless Networks Corporation offers an all-inclusive lease model that includes a life of the contract warranty on hardware, unlimited support, and spares. They offer Sourcewell Participating Entities solid pricing discounts.

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Forward Thinking Systems (FTS) offers advanced telematics solutions to Sourcewell Participating Entities throughout the United States and Canada through their channel partners. Forward Thinking Systems offers a wide range of products that include advanced GPS tracking, video telematics, workforce automation, maintenance tracking, routing, and dispatch. They are offering Sourcewell Participating Entities a competitive price discount off MSRP.

Geotab is a manufacturer of fleet telematic devices and software and will be providing all contracted products through a vast reseller network throughout the United States and Canada. Along with traditional fleet management tools, Geotab also provides solutions to manage Electrical Vehicles (EV's) providing capabilities to access critical EV data. Complementary to the MyGeotab platform, Sourcewell's Participating Entities can access the Geotab online marketplace. All products and services are offered at competitive discounts off MSRP.

GPS Insight is a full-service provider of telematics, smart cameras, field service management and, compliance solutions. Their sales and service teams will provide the hardware that leverages the best available technology to meet the current and future needs of Sourcewell Participating Entities. GPS Insight products cater to fleets of all sizes and are designed to simplify the overall user experience and, provide actionable insights with the data they provide. They offer pricing that is clear, user-friendly and, offers a significant discount from their standard retail pricing.

IVS, Inc., dba AngelTrax, is a designer, manufacturer and provider of in-vehicle video surveillance and fleet management systems for the student transportation, mass transit, rail, freight, utilities, construction, waste management and corporate fleet industries. AngelTrax has a staff of 200 employees that will be providing sales and service in the United States and Canada to Sourcewell Participating Entities. They are offering a percentage discount off MSRP and complimentary training on their products is available once installation is completed.

Lytx is the manufacturer of the DriveCam event recorder, Surfsight Video Event Recorder as well as a proprietary web portal where clients can access videos and data. Lytx DriveCam event recorder has been designed to identify risky driving behaviors such as texting and driving. Lytx offers a variety of training options to include eLearning, installation training and an instructor led 1-day course. Lytx has proposed these above products and web portal solutions to Sourcewell's Participating Entities in both the United States and Canada. They offer competitive pricing with discounts provided off MSRP.

Ron Turley Associates provides fleet management information hardware and software solutions that are configurable and easy to use. Sourcewell Participating Entities in the United States and Canada will have access to their Dynamic Preventative Maintenance scheduling tools with telematics data captured from the vehicles electronic control module. They offer a variety of training options to choose from including Platinum, Gold and Silver plans. Ron Turley Associates is offering a competitive discount off their list pricing to Participating Entities.

Rubicon is a software company that provides smart waste and recycling solutions for businesses and governments worldwide through cloud-based solutions. Certified as a B Corporation since 2012, Rubicon meets the highest standards of verified social and environmental performance. With sales teams in the United States and Canada, Rubicon delivers technology that meets the specialized telematics and operational requirements of complex solid waste operations across North America. Sourcewell Participating Entities are offered a competitive discount off MSRP with quantity discounts available with their tiered pricing structure.

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Samsara Networks, Inc., offers vehicle telematics, driver safety, asset tracking, mobile workflow, remote site visibility, and industrial process controls in an integrated, open, and real-time cloud platform. Their Internet of Things (IoT) solutions combine hardware, software, and cloud to bring real-time visibility, analytics, and AI to operations. Samsara Networks will offer their solutions to Sourcewell Participating Entities in the United States and Canada through a network of over 100 partners. They are offering their solutions at a solid discount from MSRP.

Skyhawk Telematics is a provider of advanced telematics solutions for governments, public works, winter operations, and power utility sectors in the United States and Canada. Their ConnectAnywhere product is an advanced cloud-based monitoring system that will aid Sourcewell Participating Entities in reducing costs and environmental impact, while increasing productivity and improving safety. They have a broad product selection that can be utilized by large enterprises or smaller government fleets. Skyhawk Telematics is offering a competitive discount on products offered.

Verizon Connect NWF, Inc., has a sales and service force of 180 in North America, and offers web-enabled, cloud-based telematics solutions for fleet monitoring, asset tracking and geofence capabilities on all participating platforms. Sourcewell Participating Entities are offered a significant discount off MSRP, with additional volume pricing available.

For these reasons, the Sourcewell Proposal Review Committee recommends award of Sourcewell Contract #020221 to:

Agile Fleet, Inc.	020221-AAC
CalAmp Wireless Networks Corporation	020221-CAW
Forward Thinking Systems, LLC	020221-FWD
Geotab, Inc.	020221-GEO
GPS Insight, LLC	020221-GPI
IVS, Inc.	020221-IVS
Lytx, Inc.	020221-DCI
Ron Turley Associates, Inc.	020221-RTA
Rubicon Global, LLC	020221-RUB
Samsara Networks, Inc.	020221-SAM
SkyHawk Telematics	020221-SKY
Verizon Connect NWF, Inc.	020221-NWF

The preceding recommendations were approved on March 16, 2021.

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James Voelker, CPCM, CFCM, Procurement Lead Analyst

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Sourcewell

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Michael Muñoz, CPPB, Procurement Analyst

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Craig West, Procurement Analyst

DocuSigned by Beverly Hoem

Beverly Hoemberg, Procurement Analyst

#### STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for RFP #020221 for Fleet Management Technologies with Related Software Solutions.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.

2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

Jeremy Schwartz C0FD2A139D06489

Jeremy Schwartz, CSSBB, CPPO Chief Procurement Officer DocuSign Envelope ID: 318F2D3D-60BA-4194-80EE-22E956A07E8B

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SOURCEWELL STATE OF MINNESOTA

Member Kircher moved the adoption of the following Resolution:

#### **RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES**

Resolution No. 2020-26

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thiel and the following voted in favor: Mike Wilson, Greg Zylka, Scott Veronen, Sara Nagel, Ryan Thomas, Sharon Thiel, Linda Arts, and Chris Kircher.

and the following voted against: NONE.

whereupon said resolution was declared duly passed and adopted.

ATTEST:

Clerk to the Board of Directors

OURCEWELL PROCUREMENT DEPARTMENT		
OARD ITEMS -October 2020		
Requesting Board permission to Solicit the followi	ng categories:	
Requesting Board permission to Re-Solicit the follo	owing categories:	
Fleet Management Technologies with Related Soft		
NEW CONTRACTS		The second
U.S. Bancorp	080620-USB	"Fleet Payment Solutions with Related Services" "Fleet Payment Solutions with Related Services"
WEX Bank	080620-WEX	"Fitness Equipment with Related Accessories and Services"
Life Fitness, LLC Precor, Inc.	081120-LFF 081120-PCR	"Fitness Equipment with Related Accessories and Services"
SportsArt America, Inc.	081120-PCR 081120-SPA	"Fitness Equipment with Related Accessories and Services"
Technogym USA Corp.	081120-5PA	"Fitness Equipment with Related Accessories and Services"
True Fitness Technologies, Inc.	081120-TRU	"Fitness Equipment with Related Accessories and Services"
5th YEAR RENEWALS (CONTRACT EXTENSIONS)		
		"Food Products and Distribution with Related Equipment, Supplies an
The Multi Unit Group	112917-MUG	Services"
		"Public Safety and Emergency Management Related Equipment, Supp
T2 Systems, Inc.	121416-TSI	and Services"
		"Facility Security Equipment, Systems, and Services with Related
Johnson Controls	031517-SGL	Equipment and Supplies"
		"Facility Security Equipment, Systems, and Services with Related
Tyco Integrated Security	031517-TIS	Equipment and Supplies"
		"Facility Security Equipment, Systems, and Services with Related
Johnson Controls	031517-JHN	Equipment and Supplies"
		"HVAC Systems, Installation, and Service with Related Products and
Johnson Controls	030817-JHN	Supplies"
Cobool Haalth Composition	061417 546	"Health & Safety, Medical, Surgical and First Aid Related Equipment, Supplies, Accessories and Services"
School Health Corporation	061417-SHC 051017-CPI	"Electric Vehicle Supply Equipment and Related Services"
ChargePoint, Inc. NEW ezIQC CONTRACTS	051017-CF1	Electric Venicle Supply Equipment and Related Services
Company Name	Contract Number	State - Region - Type of Work
JOC Construction, LLC	CO-NE-GC01-090920-LRI	State - Region - Type of Work State of Colorado - Northeast Area - General Construction
HPM, Inc.	CO-NE-GC02-090920-HPM	State of Colorado - Northeast Area - General Construction
Happel & Associates	CO-NE-GC03-090920-HAI	State of Colorado - Northeast Area - General Construction
Facilities Contracting, Inc.	CO-NE-GC04-090920-FCI	State of Colorado - Northeast Area - General Construction
American Technologies, Inc.	CO-NE-GC05-090920-ATI	State of Colorado - Northeast Area - General Construction
SUNLAND ASPHALT & CONSTRUCTION, INC.	CO-NE-PAV01-090920-SAC	State of Colorado - Northeast Area - Pavement Construction
PaveConnect Logistics, LLC	CO-NE-PAV02-090920-PCL	State of Colorado - Northeast Area - Pavement Construction
RoofConnect Logistics	CO-NE-RW01-090920-RCL	State of Colorado - Northeast Area - Roofing Construction
JOC Construction, LLC	CO-NW-GC01-090920-LRI	State of Colorado - Northwest Area - General Construction
Happel & Associates	CO-NW-GC02-090920-HAI	State of Colorado - Northwest Area - General Construction
HPMm,Inc.	CO-NW-GC03-090920-HPM	State of Colorado - Northwest Area - General Construction
PaveConnect Logistics, LLC	CO-NW-PAV01-090920-PCL	State of Colorado - Northwest Area - Pavement Construction
SUNLAND ASPHALT & CONSTRUCTION, INC.	CO-NW-PAV02-090920-SAC	State of Colorado - Northwest Area - Pavement Construction
RoofConnect Logistics	CO-NW-RW01-090920-RCL	State of Colorado - Northwest Area - Roofing Construction
JOC Construction, LLC	CO-SE-GC01-090920-LRI	State of Colorado - Southeast Area - General Construction
Happel & Associates	CO-SE-GC02-090920-HAI	State of Colorado - Southeast Area - General Construction
HPM, Inc.	CO-SE-GC03-090920-HPM	State of Colorado - Southeast Area - General Construction
PaveConnect Logistics, LLC	CO-SE-PAV01-090920-PCL	State of Colorado - Southeast Area - Pavement Construction State of Colorado - Southeast Area - Pavement Construction
SUNLAND ASPHALT & CONSTRUCTION, INC. RoofConnect Logistics	CO-SE-PAV02-090920-SAC CO-SE-RW01-090920-RCL	State of Colorado - Southeast Area - Pavement Construction State of Colorado - Southeast Area - Roofing Construction
Z-Craft, Ltd.	CO-SE-RW01-090920-RCL CO-SE-RW02-090920-ZCR	State of Colorado - Southeast Area - Roofing Construction
	CO-SW-GC01-090920-LRI	State of Colorado - Southeast Area - General Construction
JOC Construction, LLC		

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#### **APPENDIX A Continued**

HPM, Inc.	CO-SW-GC03-090920-HPM	State of Colorado - Southwest Area - General Construction
PaveConnect Logistics, LLC	CO-SW-PAV01-090920-PCL	State of Colorado - Southwest Area - Pavement Construction
SUNLAND ASPHALT & CONSTRUCTION, INC.	CO-SW-PAV02-090920-SAC	State of Colorado - Southwest Area - Pavement Construction
RoofConnect Logistics	CO-SW-RW01-090920-RCL	State of Colorado - Southwest Area - Roofing Construction
Z-Craft, Ltd.	CO-SW-RW02-090920-ZCR	State of Colorado - Southwest Area - Roofing Construction
ezIQC RENEWALS		
MTS Contracting, Inc.	MO-GSA-GC02-091118-MTS	
Brown & Root	MO-GSLA-GC01-091118-KBR	
Brown & Root	MO-GSA-GC01-091118-KBR	
Wright Construction Services, Inc.	MO-GSLA-GC03-091118-WCS	
J.E. Novack Construction Company	MO-GSLA-GC02-091118-JNC	
	-	
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-		
	-	

#### SOURCEWELL STATE OF MINNESOTA



Member <u>Kircher</u> moved the adoption of the following Resolution:

#### RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

Resolution No. 2021-10

**WHEREAS**, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

**WHEREAS**, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

**NOW THEREFORE BE IT RESOLVED** by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member\_Zylka and the following voted in favor: (list names here)

wilson, Zylka, Veronen, Nagel, Thomas, Thiel, Arts, Kircher

and the following voted against: (list names here or "NONE") None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

Clerk to the Board of Directors

OURCEWELL PROCUREMENT DEPARTMENT		
IOARD ITEMS - April 2021		
Requesting Board permission to Solicit the fo	llowing estagories:	
requesting board permission to solicit the lo	nowing categories.	and the state of t
		A AN
are the set	- 10	
19-0-0		
- prove		the start the start the start the start
Requesting Board permission to Re-Solicit the	following categories:	
HVAC Systems, Installation and Services with	Related Products	
Managed Service Providers for IT Staff Augmo	entation Services	
to be a second s		
NEW CONTRACTS		
Supplier Name	Contract Number	Solicitation Title
Liquidity Services Operations dba GovDeals	012821-GDI	"Auction Services with Related Solutions"
PropertyRoom.com, Inc. The Public Group	012821-PRC 012821-TPG	"Auction Services with Related Solutions" "Auction Services with Related Solutions"
Accruent, LLC ALPHA Facilities Solutions, LLC	020421-ACT 020421-ALP	"Facility Assessment and Planning with Related Services" "Facility Assessment and Planning with Related Services"
Ernst & Young, LLP	020421-ALP 020421-EYG	"Facility Assessment and Planning with Related Services" "Facility Assessment and Planning with Related Services"
Roth IAMS	020421-RTH	"Facility Assessment and Planning with Related Services"
Terracon Consultants, Inc.	020421-TRC	"Facility Assessment and Planning with Related Services"
The Gordian Group, Inc.	020421-GGI	"Facility Assessment and Planning with Related Services"
Agile Fleet, Inc.	020221-AAC	Fleet Management Technologies with Related Software Solutions
CalAMp Wireless Networks Corporation	020221-CAW	Fleet Management Technologies with Related Software Solutions
Forward Thinking Systems, LLC	020221-FWD	Fleet Management Technologies with Related Software Solutions
Geotab, Inc.	020221-GEO	Fleet Management Technologies with Related Software Solutions
GPS Insight	020221-GPI	Fleet Management Technologies with Related Software Solutions
Ivs, Inc. dba AngelTrax	020221-IVS	Fleet Management Technologies with Related Software Solutions
Lytx, Inc.	020221-DCI	Fleet Management Technologies with Related Software Solutions
Ron Turley Associates, Inc.	020221-RTA	Fleet Management Technologies with Related Software Solutions
Rubicon Global, LLC	020221-RUB	Fleet Management Technologies with Related Software Solutions
Samsara Networks, Inc.	020221-SAM	Fleet Management Technologies with Related Software Solutions
TELUS Communications, Inc. dba SkyHawk		
Telematics	020221-SKY	Fleet Management Technologies with Related Software Solutions
VerizonConnect NWF, Inc.	020221-NWF	Fleet Management Technologies with Related Software Solutions
CONTRACT EXTENSIONS		
Supplier Name	Contract Number	Solicitation Title
CVT Inc	020112 CVT	"Descention and Disconcered Equipment Accorpories and Supplies"
CXT, Inc.	030117-CXT	"Recreation and Playground Equipment, Accessories, and Supplies" "Indefinite Quantity Construction Contracting Systems and Related
Gordian/Sightlines	071415-GGI	"Indefinite Quantity Construction Contracting Systems and Related Services"
Gordiarly Signames	0/1413-001	"Electricol Energy Power Generation with Related Parts, Supplies, al
Kohler Power Systems	120617-KOH	Services"
itemer i offer eysterns		"HVAC Systems, Installation and Service with Related Products and
Siemens Industry, Inc.	030817-SIE	Supplies"
NEW ezIQC CONTRACTS		and the providence of the second s
Company Name	Contract Number	State - Region - Type of Work
		and the second sec
ezIQC RENEWALS		and the second s
Company Name	Contract Number	
Johnson-Laux Construction, LLC	OHGCAGCOMC-020618-JLC	
The K Company, Inc.	OHGCAHVOMA-020618-TKC	
Custom Controls Group	OHGCAHVOMB-020618-CCG	
Centennial Contractors Enterprises, Inc.	OHGCAGCOMD-020618-CCE	
West Roofing Systems, Inc.	OHGCAROMA-020618-WRS	
Custom Controla Con	OUCCADOLID ODOCIO CCC	
Custom Controls Group Barbicas Construction Company, Inc.	OHGCAROMB-020618-CCG OHGCAAPOMA-020618-BCC	

Henderson Contracting Co. LLC	OHGCAGCMBB-020618-HCC	
Price Builders and Developers	OHGCAGCMBA-020618-PBD	
Empire Paving, LLC	OHGCAAPOMB-020618-EMP	
Foti Contracting LLC	OHGCAGCOMB-020618-FCL	
Regency Construction Services Inc	OHGCAGCOME-020618-REG	
Irizar Electric LLC	OHGCAEOMA-020618-IEL	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OHGCAGCOMA-020618-FHP	
ABM Electrical & Lighting Solutions, Inc.	CA-08-SL-CE-B-030618-ABM	- Manufacture - California
ACCO Engineered Systems, Inc.	CA-04-BA-CM-A-030618-AES	· · · · · · · · · · · · · · · · · · ·
ACCO Engineered Systems, Inc.	CA-07-CC-CM-A-030618-AES	
ACCO Engineered Systems, Inc.	CA-09-SI-CM-A-030618-AES	
ACCO Engineered Systems, Inc.	CA-03-NCV-CM-A-030618-AES	
ACCO Engineered Systems, Inc.	CA-05-CV-CM-A-030618-AES	
ACCO Engineered Systems, Inc.	CA-08-SL-CM-A-030618-AES	
All Source Coatings, Inc.	CA-09-SI-B-F-030618-ASC	
Angeles Contractor, Inc.	CA-09-SI-A-A-030618-ASC	
Angeles Contractor, Inc.	CA-09-SI-CR-A-030618-ACI	
Angeles Contractor, Inc.	CA-08-SL-A-B-030618-ACI CA-08-SL-B-D-030618-ACI	
Angeles Contractor, Inc.		
Angeles Contractor, Inc.	CA-08-SL-CE-A-030618-ACI	
Angeles Contractor, Inc.	CA-08-SL-CR-A-030618-ACI	
Angeles Contractor, Inc.	CA-09-SI-B-E-030618-ACI	
Durham Construction Company, Inc.	CA-05-CV-A-B-030618-DCC	
Durham Construction Company, Inc.	CA-05-CV-B-A-030618-DCC	
Good-Men Roofing & Construction, Inc.	CA-09-SI-CR-B-030618-GMR	
Grondin Construction, Inc.	CA-09-SI-B-B-030618-GCI	
Grondin Construction, Inc.	CA-08-SL-B-F-030618-GCI	
Harry H. Joh Construction, Inc.	CA-09-SI-B-C-030618-HJC	
Harry H. Joh Construction, Inc.	CA-09-SI-CM-B-030618-HJC	
Harry H. Joh Construction, Inc.	CA-08-SL-B-E-030618-HJC	
Harry H. Joh Construction, Inc.	CA-08-SL-CR-B-030618-HJC	
Haus Construction, Inc.	CA-05-CV-B-B-030618-HCI	
Horizons Construction Co. Int'l, Inc	CA-08-SL-A-A-030618-HCC	
Horizons Construction Co. Int'l, Inc	CA-08-SL-B-C-030618-HCC	
Mark Scott Construction	CA-04-BA-B-A-030618-MSC	
Mark Scott Construction	CA-04-BA-A-A-030618-MSC	
Mark Scott Construction	CA-05-CV-A-A-030618-MSC	
MDJ Management, LLC	CA-08-SL-B-A-030618-MDJ	
Mesa Energy Systems	CA-07-CC-CM-B-030618-ES	
Newton Construction & Management, Inc.	CA-07-CC-A-A-030618-NCM	
Newton Construction & Management, Inc.	CA-07-CC-B-A-030618-NCM	
Pacific Building Group	CA-09-SI-B-D-030618-PBG	
Pacific Contractors Group Inc.	CA-09-SI-CP-A-030618-PCG	
Staples Construction Company	CA-03-NCV-B-A-030618-STA	
Strategic Mechanical, Inc.	CA-05-CV-CM-B-030618-SMI	
Vet-Force Engineering and Construction, Inc.	CA-09-SI-A-B-030618-VET	
Vincor Construction, Inc.	CA-09-SI-B-A-030618-VCI	
Vincor Construction, Inc.	CA-08-SL-B-B-030618-VCI	
William A. Thayer Construction, Inc.	CA-07-CC-B-B-030618-WTC	
Anchor Mechanical	IL-NA-GC03-030619-AMI	
Anchor Mechanical	IL-ECA-GC01-030619-AMI	
R.L. Vollintine Construction	IL-WCA-GC02-030619-RLV	
Pacific Construction Services	IL-NA-GC01-030619-PCS	
AGAE Contractors, Inc.	IL-NA-GC04-030619-AGA	
AGAE / A-1 Roofing Joint Venture, LLC	IL-NA-R01-030619-A1R	
F.H. Paschen, S.N. Nielsen & Associates, LLC	IL-NA-GC02-030619-FHP	
ezIQC CONTRACT EXTENSIONS	a second and a second a second and a second a s	Second and a second
Company Name	Contract Number	
	MN01IR-042517-KAS	
Kaski, Inc.	WINDIN-042317-1043	
Kaski, Inc. The Jamar Company	MN03IR-042517-JMR	

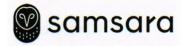
Product Name	Description	Product Code	Discount	List Price (Monthly)	Discounted Price to Sourcewell (Monthly)	List Price (Annual)	Discounted Price to Sourewell (Annual)	Annual Recurring Cost or One- Time/Replacement Cost
License for Asset Gateways	License for AG2-series gateways, includes support, software updates, hosted service, and cellular connectivity	LIC-AG2-ENT	15%	\$19.00	\$16.15	\$228.00	\$193.80	Annual Recurring Cost
Cargo Monitor License (ENT)	Wireless cargo sensor license for sensing the presence of cargo in an enclosed trailer or container.	LIC-CRGO-ENT	15%	\$4.00	\$3.40	\$48.00	\$40.80	Annual Recurring Cost
Door Monitor License (ENT)	License for wireless door sensor for swing and roll-up doors	LIC-DM11-ENT	15%	\$4.00	\$3.40	\$48.00	\$40.80	Annual Recurring Cost
License for Case SiteWatch integration	License subscription for integrating with Case construction SiteWatch Telematics system	LIC-OEM-CAS	15%	\$12.00	\$10.20	\$144.00	\$122.40	Annual Recurring Cost
License for Caterpillar VisionLink OEM	Software subscription for reading location and diagnostics from Caterpillar's VisionLink embedded telematics hardware, with no Samsara hardware necessary.	LIC-DEM-CAT	15%	\$11.67	\$9.92	\$140.00	\$119.00	Annual Recurring Cost
License for Site Camera Stream	Annual license for site camera stream	LIC-SC1	5%	\$10.00	\$9.50	\$120.00	\$114.00	Annual Recurring Cost
license for Samsara Dome Camera	Annual License for Samsara Dome Cameras	LIC-SC11	5%	\$25.00	\$23.75	\$300.00	\$285.00	Annual Recurring Cost
License for Samsara Bullet Camera	Annual License for Samsara Bullet Cameras	LIC-5C21	5%	\$25.00	\$23.75	\$300.00	\$285.00	Annual Recurring Cost
License 16TB Storage Expansion for SG1	Additional 16TB storage for SG1	LIC-SG-STRG16	5%	\$41.67	\$39.58	\$500.00 \$2,940.00	\$475.00 \$2,793.00	Annual Recurring Cost Annual Recurring Cost
License for Site Gateway License for Site Gateway w/ Extended Storage	License for Site Gateway SG1-G License for Site Gateway SG1-G32	LIC-SG1-G LIC-SG1-G32	5% 5%	\$245.00	\$232.75 \$272.33	\$2,940.00	\$3,268.00	Annual Recurring Cost
icense for Site Gateway w/ Extended Storage	Annual License for Site Gateway SG1-G32	LIC-SG1x	5%	\$150.00	\$142.50	\$1,800.00	\$1,710.00	Annual Recurring Cost
Cellular License for Site Camera Stream	Cellular license for SC-series cameras or 3rd party cameras	LIC-SC-CELL	5%	\$10.00	\$9.50	\$120.00	\$114.00	Annual Recurring Cost
WIFI Hotspot - 1GB Tota! Data	License for 1GB total WiFi data for VG-series vehicle gateway priced at \$10/month	LIC-1GB-WIFI-DATA	15%	\$10.00	\$8.50	\$120.00	\$102.00	Annual Recurring Cost
WiFi Hotspot - 2GB Total Data	License for 2GB total WiFi data for VG-series vehicle gateway priced at \$30/month	LIC-2GB-WIFI-DATA	15%	\$30.00	\$25.50	\$360.00	\$306.00	Annual Recurring Cost
License for powered Asset Trackers	Enterprise license for the AG46P powered asset tracker. This includes support, software updates, hosted service, and cellular connectivity.	LIC-AG4P-ENT	15%	\$12.00	\$10.20	\$144.00	\$122.40	Annual Recurring Cost
License for Unpowered Asset Trackers	License for AG4-series unpowered asset tracker (including the AG46) and powered asset tracker (including the AG46P). This includes support, software updates, hosted service, and cellular connectivity.	LIC-AG4-ENT	15%	\$10.00	\$8.50	\$120.00	\$102.00	Annual Recurring Cost
Camera Connector License	License for the Samsara Camera Connector (ACC-CM-ANLG). Provides the ability to connect analog camera feeds (up to 4) to our Cloud Dashboard for instant video retrieval and 360 degree camera review on events.	LIC-CM-ANLG	15%	\$25.00	\$21.25	\$300.00	\$255.00	Annual Recurring Cost
License for Environmental Monitors	12-month license for EM-series environmental monitors, includes support, software updates, and hosted cloud service	LIC-EM-ENT	15%	\$8.00	\$6.80	\$96.00	\$81.60	Annual Recurring Cost
Safety Event Review	Harsh event video review service (option for enterprise fleets with >500 vehicle)	LIC-SVC-CM-Review-ENT	15%	\$5.00	\$4.25	\$60.00	\$51.00	Annual Recurring Cost
License for Vehicle Gateways	License for VG-series gateways, includes support, software updates, hosted service, and cellular connectivity. The Vehicle Gateway provides live GPS tracking, FMCSA-registered ELD capabilities, engine diagnostics, a built-in WiFi hotspot, driver workflows, advanced analytics, customizable reports, and mobile app access for fleet admins and drivers.	LIC-VG-ENT	15%	\$39.00	\$33.15	\$468.00	\$397.80	Annual Recurring Cost
WiFi Hotspot - 500MB Additional Data, 12MO	500MB additional WiFi data for VG-series vehicle gateway (12MO)	LIC-WIFI-DATA	15%	\$10.00	\$8.50	\$120.00	\$102.00	Annual Recurring Cost
License for Ford OEM (Enterprise)	Software subscription for reading diagnostics from Ford embedded telematics with ELD capabilities.	LIC-OEM-FORD	15%	\$39.00	\$33.15	\$468.00	\$397.80	Annual Recurring Cost
License for industrial asset gateway (IG15)	License for industrial asset gateway (IG15) only	LIC-IG15-ENT	15%	\$30.00	\$25.50	\$360.00	\$306.00	Annual Recurring Cost
License for Vehicle Gatways - Public Sect orOnly, N Io WFI, No ELD	Vehicle Gateway License without ELD and without WiFi that should be sold to Public Sector customers within a singled bundled price.	.IC-VG-1 *5	15%	\$23.00	\$19.55	\$276.00	\$234.60	Annual Recurring Cost

GM Onstar OEM data integration	OEM integration with General Motors (GM)	LIC-DEM-GM	15%	\$39.00	\$33.15	\$468.00	\$397.80	Annual Recurring Cost
License for John Deere VisionLink OEM	Software subscription for reading location and diagnostics from John Deere's JDLink embedded telematics hardware, with no Samsara hardware necessary.	LIC-OEM-JD	15%	\$12.00	\$10.20	\$144.00	\$122.40	Annual Recurring Cost
License for Komatsu Komtrax Integration	Software subscription for reading location and diagnostics from Komatsu's Komtrax embedded telematics hardware, with no Samsara hardware necessary.	LIC-DEM-KOM	15%	\$12.00	\$10.20	\$144.00	\$122.40	Annual Recurring Cost
License for Navistar Gateway Integration	Software subscription for reading diagnostics	LIC-OEM-NVI	15%	\$39.00	\$33.15	\$468.00	\$397.80	Annual Recurring Cost
License for Volvo Construction CareTrack Integration	License subscription for integrating with Volvo Construction's CareTrack Telematics system	LIC-DEM-VCT	15%	\$12.00	\$10.20	\$144.00	\$122.40	Annual Recurring Cost
License for Vermeer Telematics integration	License subscription for integrating with	LIC-OEM-VER	15%	\$12.00	\$10.20	\$144.00	\$122.40	Annual Recurring Cost
License for Dual-Facing Camera	Vermeer Telematics Uterses for dual-facing dasin cam, includes support, software updates, and hosted cloud service Full HD video with Infrared LED for night vision Built-in audio speaker supports optional in-cab alerts for driver coaching. Advanced edge computing allows for live scene analysis and object detection. On-demand video available for up to 100	UC-CM2-ENT	15%	\$55.00	\$46.75	\$660.00	\$561.00	Annual Recurring Cost
License for Forward-Facing Dash Camera	house of trianging License for forward-facing dash cam, includes support, software updates, and hosted cloud service. Full HD video with low-light recording for night vision. Built-in audio speaker supports optional in-cab alerts for driver coaching. Advanced edge computing allows for live scene analysis and object detection. On-demand video available for up to 75 hours of drive time.		15%	\$39.00	\$33.15	\$468.00	\$397.80	Annual Recurring Cost
Live Streaming	Monthly Live Streaming License (10 hours of live streaming per camera per month)	LIC-CM-STRM	15%	\$5.00	\$4.25	\$60.00	\$51.00	Annual Recurring Cost
Camera Connector	Accessory to connect analog backup or side	ACC-CM-ANLG	15%	\$16.58	\$14.10	\$199.00	\$169.15	One-Time/Replacement Cost
Camera Connector for Provision DVRs	cameras REQUIRED FOR PROVISION DVRsModified camera connector without inline isolator	ACC-CM-ANLG-M	15%	\$16.58	\$14.10	\$199.00	\$169.15	One-Time/Replacement Cost
Wireless Cargo Sensor	Wireless cargo sensor for sensing the presence of cargo in an enclosed trailer or container	ACC-CRGO	15%	\$8.25	\$7.01	\$99.00	\$84.15	One-Time/Replacement Cost
Wireless Door Monitor	Wireless door sensor for swing and roll-up doors	ACC-DM11	15%	\$8.25	\$7.01	\$99.00	\$84.15	One-Time/Replacement Cost
Worldwide 12V 4A AC/DC Power Supply	12V 4A AC/DC power supply with 100V-240V worldwide input voltage	ACC-4A12-WW	15%	\$1.17	\$0.99	\$14.00	\$11.90	One-Time/Replacement Cost
Auxiliary Input Hub	USB accessory to accommodate eight additional auxiliary inputs to the Vehicle Gateway	ACC-AUX	15%	\$4.08	\$3.47	\$49.00	\$41.65	One-Time/Replacement Cost
Samsara Panic Button	Vehicle Sateway panic/event button accessory. When pushed, the button immediately sends an alert to managers with captured video footage (for customers equipped with a Samsara Ai dash cam). This accessory plugs directly into the Vehicle Gateway.	ACC-BPB	15%	\$4.08	\$3.47	\$49.00	\$41.65	One-Time/Replacement Cost
Privacy Button	EA version of the privacy button. The button currently hides the GPS coordinates and has no effect on the video. The button has an LED indicating the privacy mode status. It requires a VG to be mounted.	ACC-BPR	15%	\$5.00	\$4.25		\$51.00	One-Time/Replacement Cost
ID Card	Passenger ID Cards;	ACC-CARD	15%	\$0.21			\$2.13 \$67.15	One-Time/Replacement Cost One-Time/Replacement Cost
Engine Immobilizer	Remotely disable and enable engine. Wireless Driver ID token for use with a VG	ACC-EI		\$6.58	\$5.60			and the second sec
Driver ID Token	gateway to identify drivers in vehicles.	ACC-DRIVERID	15%	\$0.83	\$0.71	\$9.99	\$8.49	One-Time/Replacement Cost
ID Card Reader	ID Card Reader for use with VG34	ACC-IDRDR	15%	\$16.58	\$14.10	\$199.00	\$169.15	One-Time/Replacement Cost

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Array Antenna w/ cellular, GP5	Array Antenna w/ cellular and passive GPS.	ACC-AANT-CG	15%	\$12.42	\$10.55	\$149.00	\$126.65	One-Time/Replacement Cost
	Compatible with IG15 hardware. Wall Adapter PSU				- ALR &			
	Plug to wire cable							
Wall adapter PSU and Cable	Din Rail	ACC-IG-CWP5	15%	\$12.42	\$10.55	\$149.00	\$126.65	One-Time/Replacement Cost
			1					1
	Ziplock + Samsara brand label CM32 lens cover, which blocks the inward-							
CM inward camera-lens cover		ACC-CM3-CVR1	15%	\$0.83	\$0.71	\$10.00	\$8.50	One-Time/Replacement Cost
	facing lense only							
CM3x Mounting Bracket	CM3x Mounting Bracket (incl. VHB Tape and	ACC-CM3-MNT	15%	\$0.83	\$0.71	\$9.99	\$8.49	One-Time/Replacement Cost
	set of mounting screws)							
	CM31 and CM32 lens cover, which blocks both							
CM Dual-lens cover	the forward and inward-facing lenses (for use	ACC-CM3-CVR2	15%	\$0.83	\$0.71	\$10.00	\$8.50	One-Time/Replacement Cost
	in areas where cameras are forbidden)							
	Enhanced Vehicle IoT Gateway for use in North							
Vehicle IoT Gateway, model VGS4, for use with FirstNet	America, providing full support for the AT&T	HW-VG54-FN	15%	\$10.75	\$9.14	\$129.00	\$109.65	One-Time/Replacement Cost
	FirstNet Network. Requires CBL-VG-Cxx class							
	cables.				- 71			
	Enhanced Vehicle IoT Gateway for use in North							
Vehicle IoT Gateway, model VG54	America. Requires CBL-VG-Cxx class cables.	HW-VG54-NA	15%	\$14.92	\$12.68	\$179.00	\$152.15	One-Time/Replacement Cost
	Enhanced Vehicle IoT Gateway for use in North						4	
Vehicle IoT Gateway, model VG54, for Heavy Duty Vehicles	America, for Heavy Duty vehicles only.	HW-VG54-NAH	15%	\$10.75	\$9.14	\$129.00	\$109.65	One-Time/Replacement Cost
	Requires CBL-VG-Cxx class cables.							
Site Camera Arm Mount	Arm mount accessory for site camera	ACC-SC-MNT-A1	5%	\$11.92	\$11.32	\$143.00	\$135.85	One-Time/Replacement Cost
Site Camera Junction Box Mount	Junction box mount accessory for site camera	ACC-5C-MNT-J1	5%	\$4.75	\$4.51	\$57.00	\$54.15	One-Time/Replacement Cost
Site Camera Pole Mount	Pole mount accessory for site camera	ACC-SC-MNT-P1	5%	\$9.33	\$8.87	\$112.00	\$106.40	One-Time/Replacement Cost
	Samsara industrial asset gateway with external							
iG15 Industrial Asset Gateway	ceilular and GP5 antenna connections, battery	HW-IG15	15%	\$25.00	\$21.25	\$300.00	\$255.00	One-Time/Replacement Cost
	backup, and ruggedized enclosure.				+=====	+	+	
IG15 Individual Antenna	Individual Antennas (w/ LTE and GPS)	ACC-IANT-CG				\$149.00		
Forward-facing dash-camera, series 3.	Forward-facing AI Dash Cam	HW-CM31	15%	\$24.92	\$21.18	\$299.00	\$254.15	One-Time/Replacement Cost
Dual-facing dash-camera, series 3.	Dual-facing Al Dash Cam	HW-CM32	15%	\$33.25	\$28.26	\$399.00	\$339.15	One-Time/Replacement Cost
	Samsara powered asset gateway with cellular							
AG26 Gateway	connectivity, real-time GP5 location, and	HW-AG26	15%	\$24.92	\$21.18	\$299.00	\$254.15	One-Time/Replacement Cost
	compatibility with wireless sensors and 3rd			**	¢-1120	,		
	party integrations							
	Samsara pocket sized unpowered asset tracker							
AG46 Unpowered Asset Tracker	with cellular connectivity, GPS logging and	HW-AG46	15%	\$8.25	\$7.01	\$99.00	\$84.15	One-Time/Replacement Cost
	weatherproof, ruggedized enclosure							
	Samsara powered asset gateway for basic							
AG46P Gateway	trailer tracking with cellular connectivity and	HW-AG46P	15%	\$12.42	\$10.55	\$149.00	\$126.65	One-Time/Replacement Cost
	real-time GPS location							
Wireless Environmental Monitor	Samsara wireless environmental monitor for	HW-EM21	15%	\$8.25	\$7.01	\$99.00	\$84.15	One-Time/Replacement Cost
	temperature and humidity							
Site Camera - Dome	Domed site camera - 5 megapixeis	HW-SC11	5%	\$58.33	\$55.42	\$700.00	\$665.00	One-Time/Replacement Cost
Site Camera - Bullet - High Temperature	Bullet site camera - 5 megapixels - High	HW-SC21-HT	5%	\$58.33	\$55.42	\$700.00	\$665.00	One-Time/Replacement Cost
	Temperature							
Site Camera - Bullet	Bullet site camera - 5 megapixels	HW-SC21	5%	\$58.33	\$55.42	\$700.00	\$665.00	One-Time/Replacement Cost
	AI network video recorder with support for up							
Site Gateway	to 25 streams and 30 days of video storage.	HW-SG1-G	5%	\$750.00	\$712.50	\$9,000.00	\$8,550.00	One-Time/Replacement Cost
Site Gateway w/ Extended Storage	Al network video recorder with support for up	HW-SG1-G32	5%	\$0.00	\$0.00	\$0.00	\$0.00	One-Time/Replacement Cost
series and the series and the	to 25 streams and 32TB of storage			\$0.00	\$0.00	50.00	40.00	
to an anno 1997								
	Al network video recorder with support for up							
Site Gateway Lite	Al network video recorder with support for up to 8 streams and 30 days of video storage	HW-SG1x	5%	\$416.67	\$395.83	\$5,000.00	\$4,750.00	One-Time/Replacement Cost
Site Gateway Lite	to 8 streams and 30 days of video storage.	HW-5G1x	5%	\$416.67	\$395.83	\$5,000.00	\$4,750.00	One-Time/Replacement Cost
	to 8 streams and 30 days of video storage. This 14-pin caterpillar connector allows us to							
Site Gateway Lite AG26 14-pin Caterpillar cable	to 8 streams and 30 days of video storage.	HW-SG1x CBL-AG-ACT14	5%	\$416.67 \$4.08	\$395.83	\$5,000.00	\$4,750.00 \$41.65	One-Time/Replacement Cost One-Time/Replacement Cost

AG26 CAT 9-pin cable	This 9-pin connector allows us to read engine diagnostics from caterpillar equipment with 9- pin port	CBL-AG-ACT9	15%	\$4.08	\$3.47	\$49.00	\$41.65	One-Time/Replacement Cost
AG26 J1939 9-pin cable bundle	This 9-pin connector allows us to read engine diagnostics equipment with J1939 9-pin port	CBL-AG-A9PIN	15%	\$4.08	\$3.47	\$49.00	\$41.65	One-Time/Replacement Cost
AG26 AOPEN (open wire) Cable	An open wire cable used to connect across any powered equipment to pull engine diagnostics over CAN. This cable is the alternative to the A9NN cable when the equipment does not have a common 9pin port. This cable can also be used with CAT equipment if the ACT9 and the ACT34 cables do not match the port in the equipment.	CBL-AG-AOPEN	15%	\$4.08	\$3.47	\$49.00	\$41.65	One-Time/Replacement Cost
AG26 APWR Cable	Connects AG to powered equipment enabling logs of engine hours with the ability to track power take off.	CBL-AG-APWR	15%	\$4.08	\$3.47	\$49.00	\$41.65	One-Time/Replacement Cost
AG26 ARTK (Thermo King) Cable	AG 7-way cable specifically for reefer control capabilities on select Thermo King and connects the AG to a TK reefer via an officially supported 3rd party access module designed by TK toallow consistent 3rd party access and control of the reefer unit.	CBL-AG-ARTK	15%	\$8.25	\$7.01	\$99.00	\$84.15	One-Time/Replacement Cost
AG26 ATPM cable	AG 7-way cable specifically for tire pressure monitoring (requires TPM integration)	CBL-AG-ATPM	15%	\$8.25	\$7.01	\$99.00	\$84.15	One-Time/Replacement Cost
AG24 7-Way Y-Cable for European Trailers	Asset Gateway Cable with 7-Way Y-Cable for power from European Dry Van Trailers	CBL-AG-AEPC	15%	\$5.75	\$4.89	\$69.00	\$58.65	One-Time/Replacement Cost
AG Carrier VT Reefer Cable	AG cable for Carrier Vector model reefers.	CBL-AG-ARCR-VT	15%	\$8.25	\$7.01	\$99.00 \$99.00	\$84.15	One-Time/Replacement Cost One-Time/Replacement Cost
AG Carrier X4 Reefer Cable	AG cable for Carrier X4 model reefers.	CBL-AG-ARCR-X4	15%	\$8.25	\$7.01	\$99.00	\$84.15	One-Time/Replacement Cost
VG54 Aux Cable	Breakout Cable for Auxiliary inputs on VG54 Enhanced VG Series cable for connecting to	CBL-VG-CAUX	15%	\$1.25	\$1.06	\$15.00	\$12.75	One-Time/Replacement Cost
Enhanced VG Series FMS cable	FMS interfaces	CBL-VG-CFM5	15%	\$3.25	\$2.76	\$39.00	\$33.15	One-Time/Replacement Cost
Enhanced VG Series Tachograph Cable - Heavy Goods Vehicles	Enhanced VG Series Tachograph Cable for Heavy Goods Vehicles	CBL-VG-CHGV	15%	\$3.25	\$2.76	\$39.00	\$33.15	One-Time/Replacement Cost One-Time/Replacement Cost
Enhanced VG Series Isuzu cable	Enhanced VG Series Isuzu cable	CBL-VG-CIZU	15%	\$3.25		\$39.00	\$33.15	One-Time/Replacement Cost
Enhanced VG Series J1708 (6-pin)	Enhanced VG Series J1708 (6-pin) cable Enhanced VG Series J1939 or J1708 (9-pin)	CBL-VG-CJ1708	15%	\$3.25	\$2.76	\$39.00		
Enhanced VG Series J1939 or J1708 (9-pin)	cable.	CBL-VG-CJ1939	15%	\$3.25	\$2.76	\$39.00	\$33.15	One-Time/Replacement Cost
Enhanced VG Series J1939 cable for Volvo/Mack OBDI! connectors	Enhanced VG Series J1939 cable for 2013+ Volvo/Mack vehicles with OBDII connection	CBL-VG-CJ1939-VM	15%	\$3.25	\$2.76	\$39.00	\$33.15	One-Time/Replacement Cost
Enhanced Universal OBD-Y2 Cable	Enhanced Universal OBD-Y2 Cable	CBL-VG-COBDII-Y0S	15%	\$3.25	\$2.76	\$39.00	\$33.15	One-Time/Replacement Cost
Enhanced VG Series OBDII J1962 L-mount cable	Enhanced VG Series OBDII J1962 L-mount cable	CBL-VG-COBDII-Y1	15%	\$3.25	\$2.76	\$39.00	\$33.15	One-Time/Replacement Cost
Enhanced VG Series OBDil J1962 L-mount cable for Ram Promaster and similar	Enhanced VG Series OBDII J1952 L-mount cable for use with vehicles which use secondary CAN on pins 1 and 9 (including Ram Promaster)	CBL-VG-COBDII-Y2	15%	\$3.25	\$2.76	\$39.00	\$33.15	One-Time/Replacement Cost
Enhanced VG Series direct-wire non-diagnostic power cable	Enhanced VG Series direct-wire non-diagnostic power cable	CBL-VG-CPC	15%	\$1.58	\$1.35	\$19.00	\$16.15	One-Time/Replacement Cost
VG54 Wall Power Adapter	VG54 connector for use with ACC-2A12-WW power adapter (included) for powering a VG54 from a standard wall outlet. Also compatible with ACC-BDH and ACC-BDHE	CBL-VG-CPWR	15%	\$0.50	\$0.43	\$6.00	\$5.10	One-Time/Replacement Cost
VG Carrier Supra Reefer Cable	Cable to connect EU Carrier Supra families of reefers to a Vehicle Gateway via USB.	CBL-VG-CRCR-Y1	15%	\$7.92	\$6.73	\$95.00	\$80.75	One-Time/Replacement Cost
Enhanced VG Series RP1226 Cable	Enhanced VG Series RP1226 cable for use with 2019+ Peterbilt, Freightliner, Volvo, Mack or Kenworth vehicles equipped with an RP1226 port.	CBL-VG-CRP1226	15%	\$3.25	\$2.76	\$39.00	\$33.15	One-Time/Replacement Cost
OBDII J1962 plus CAN C cable for VG54	Cable with two connectors: one OBD connector and one CAN C connector for back of tachograph. Cable for VANs with tachograph	CBL-VG-CTDC-YD	15%	\$3.25	\$2.76	\$39.00		One-Time/Replacement Cost
Enhanced Tesla Model 3/Y 2019+ Cable	VG54 Cable for Tesla 3/Y	CBL-VG-CTSLA3-19	15%	\$3.25	\$2.76	\$39.00	\$33.15 \$33.15	One-Time/Replacement Cost
Enhanced Tesla Model 3/Y 2019+ Cable	VG54 Cable for Tesla 3/Y	CBL-VG-CTSLA3Y-19	15%	\$3.25	\$2.76	\$39.00		One-Time/Replacement Cost
Enhanced Tesla Model X/S 2016+ Cable	VG54 Cable for Tesla X/5 2016+	CBL-VG-CTSLAXS-16	15%	\$3.25	\$2.76	\$39.00	\$33,13	One-time/nepiacement.cost
Enhanced Tesla Model X/S 2016+ Cable and Enhanced Tesla Model 3/Y 2017-18 Cable	VG54 Cable for Teslas (Enhanced Tesla Model X/S 2016+ Cable and Enhanced Tesla Model 3/Y 2017-18 Cable)	CBL-VG-CTSLAX5-18	15%	\$3.25	\$2.76	\$39.00	\$33.15	One-Time/Replacement Cost
Enhanced Heavy Duty VG Series J1939 cable for year and model-	Enhanced Heavy Duty VG Series J1939 cable	CBL-VG-HJ1939-PAC	15%	\$3.25	\$2.76	\$39.00	\$33.15	One-Time/Replacement Cost

# CS-23-378 DocuSign Envelope ID: 318F2D3D-60BA-4194-80EE-22E956A07E8B EXHIBIT B Contract No. CM3671 VENDOR'S QUOTE AND LICENSE FEE AGREEMENT



Samsara Inc 1 De Haro Street San Francisco, CA 94107 www.samsara.com

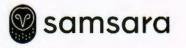
#### QUOTE #Q-1172128

Issued 01-23-2024

Sourcewell Contract #: 020221-SAM

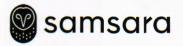
Prepared By: Mitul Gandhi mitul.gandhi@samsara.com

Quote Summary		Subtotal
Hardware and Accessories		\$0.00
Licenses License Term – 12 Months		\$48,893.70
	Shipping and Handling	\$320.00
	Sales Tax Total	\$0.00
If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change. If Sales tax is "Pending" – Final amount will be provided prior to payment *3% tee charged on non-ACH charges (Canada Exempt) *Sales tax subject to change	Due Upfront	\$49,213.70



SHIP TO Douglas Podiak 45195 Musslewhite Rd Callahan, Florida, 32011 United States			
Hardware and Accessories	Quantity	Net Unit Price	Total Price
Vehicle IoT Gateway, model VG54 HW-VG54-NA	168	\$0.00	\$0.00
VG54 Aux Cable CBL-VG-CAUX	168	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	165	\$0.00	\$0.00
AG52 Powered Asset Gateway HW-AG52	33	\$0.00	\$0.00
CBL-AG-BPWR CBL-AG-BPWR	33	\$0.00	\$0.00
AG51 Unpowered Asset Gateway HW-AG51	29	\$0.00	\$0.00
Powered asset gateway HW-AG26	25	\$0.00	\$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939	17	\$0.00	\$0.00
AG J1939 9pin cable CBL-AG-A9PIN	17	\$0.00	\$0.00
Vehicle IoT Gateway, model VG54, for Heavy Duty Vehicles	14	\$0.00	\$0.00
9-pin Caterpillar cable CBL-AG-ACT9	8	\$0.00	\$0.00
14-pin Caterpillar cable CBL-AG-ACT14	8	\$0.00	\$0.00
AG Non-Trailer Power Cable Harness CBL-AG-APWR	2	\$0.00	\$0.00
Enhanced VG Series direct-wire non-diagnostic power cable CBL-VG-CPC	2	\$0.00	\$0.00
	Hard	ware Due	\$0.00

Licenses	Quantity	Net Unit Price	Total Price	
License for Unpowered Asset Tracker LIC-AG-UNPWR LIC-AG4-ENT	29	\$96.00	\$2,784.00	
License for Asset Gateways	25	\$156.00	\$3,900.00	




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		License Due	\$10,673.70
License for Basic Powered Asset Tracker LIC-AG-PWR-BASIC LIC-AG4P-ENT	33	\$120.90	\$3,989.70

Bundles	Quantity	Net Unit Price	Total Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	182	\$210.00	\$38,220.00
		Total Due	\$38,220.00



#### Thank you for considering Samsara for your fleet.

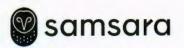
Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

#### What is included?

Samsara's fleet tracking solution includes hardware accessories and a pergateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.



#### **Payment Terms**

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid upfront and, if applicable, a one-time Hardware cost to be paid upfront (Net-30). All transfers are subject to a 3% processing fee unless the wire transfer is initiated by Samsara via ACH, in which case the 3% processing fee will be waived. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 60 days, Samsara may suspend the Service until late payments are remitted.

#### **License Term**

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

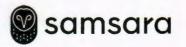
Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

#### Support and Warranty

Samsara stands behind its Products. Hardware Products that require a valid license to function come with a warranty that lasts as long as you maintain a valid license for such Hardware. All other Hardware Products, such as accessories, come with a one-year warranty, unless otherwise specified on the relevant Samsara data sheet. During the warranty period, Hardware exhibiting material defects will be replaced. For more information, see our Hardware Warranty & RMA policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

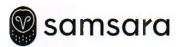
#### Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's terms of service found at <u>https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service</u>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to this Order Form, in which case such separate terms of service agreement shall govern (the "Terms of Service"). You agree to be bound by the Terms of Service,



and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. You further agree that any other Order Forms you enter into for the purchase of Products shall also be governed by the Terms of Service unless otherwise set forth in the applicable Order Form. For clarity, unless otherwise agreed by the Parties or approved by Samsara, the pricing and payment terms under this Order Form shall not apply to any such other Order Forms.

The continuation of this Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the Order Form for Customer's then-subsequent fiscal year, Customer may terminate this Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates this Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.



### **Notification of Confidentiality**

Except as legally required under applicable public records request laws, provided that you use reasonable efforts to provide Samsara with advance notice of any such disclosure, you agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein. Please confirm acceptance of this Order Form by signing below:

Signature

 $\overline{\mathbf{v}}$ 

Taco E. Pope, AICP

Print Name:

Date:

5/30/2024



#### NCE REQUIREMENTS



#### **COMMERCIAL GENERAL LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:	
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products &	
Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

#### WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One - Workers' Compensation Insurance - Unlimited Statutory Benefits as provided in the Florida Statutes and Part Two - Employer's Liability Insurance Bodily Injury By Accident Bodily Injury By Disease Bodily Injury By Disease

\$500,000 Each Accident \$500,000 Policy Limit \$500,000 Each Employee

\*If leased employees are used, policy must include an Alternate Employer's Endorsement

#### AUTOMOBILE LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits: Combined Single Limit - Each Accident

\$1,000,000

Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

#### **PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)**

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

\$1,000,000 Each Occurrence/Annual Aggregate – Project Specific Form Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

#### **CYBER AND DATA SECURITY LIABILITY**

This additional coverage will be required for all projects involving information technology services, software providers, programmers and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Cyber and Data Security Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Cyber and Data Security Liability insurance, the minimum amount of such insurance shall be as follows:

Technology Errors and Omissions Liability coverage	\$1,000,000
Media	\$1,000,000
Network and Data (Information) Security	\$1,000,000

Policy coverage must include Third Party Liability coverage.

Vendor/Contractor shall require each of his Sub-Vendor/Contractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Vendor/Contractors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain -

- Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.
  - Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).
  - > CGL policy for construction related contracts -
    - Additional Insured Endorsement must include Ongoing and Completed
    - CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition
    - CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract
- Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.
- Provision that policies, except Workers' Compensation, are primary and noncontributory.

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, Environmental Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide' (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the

account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of bligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Contractor should maintain. Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Vendor/Contractor or any Sub-Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Contractor or Sub-Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

CS-23-378 cact\_No. GM3671 <sub>Revised</sub>

INSURANCE DOCUMENTS

#### GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

1E

#### **COMMERCIAL GENERAL LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:	
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products &	
Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

#### WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and <u>Part Two</u> – Employer's Liability Insurance Bodily Injury By Accident Bodily Injury By Disease Bodily Injury By Disease

\$500,000 Each Accident \$500,000 Policy Limit \$500,000 Each Employee

\*If leased employees are used, policy must include an Alternate Employer's Endorsement

#### AUTOMOBILE LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits: Combined Single Limit – Each Accident

\$1,000,000

\$2,000,000 \$2,000,000

Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

#### UMBRELLA (EXCESS) LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Subcontractor's expense Excess Liability (Umbrella Form) insurance coverage for the life of this Subcontract.

The Limits of this insurance shall not be less than the following limits: Each Occurrence Limit Aggregate Limit

#### PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

#### Each Occurrence/Annual Aggregate – Project Specific Form \$1,000,000

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

#### CYBER AND DATA SECURITY LIABILITY

This additional coverage will be required for all projects involving information technology services, software providers, programmers and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Cyber and Data Security Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Cyber and Data Security Liability insurance, the minimum amount of such insurance shall be as follows:

Technology Errors and Omissions Liability coverage	\$1,000,000
Media	\$1,000,000
Network and Data (Information) Security	\$1,000,000

#### Policy coverage must include Third Party Liability coverage.

Vendor/Contractor shall require each of his Sub-Vendor/Contractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Vendor/Contractors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain -

- Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.
  - Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).
  - > CGL policy for construction related contracts -
    - Additional Insured Endorsement must include Ongoing and Completed
    - CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition
    - CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract
- Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.
- Provision that policies, except Workers' Compensation, are primary and noncontributory.

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, Environmental Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide' (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Contractor should maintain. Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Vendor/Contractor or any Sub-Vendor/Contractor contains deductible(s), penalty(ies) or selfinsured retention(s), the Vendor/Contractor or Sub-Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

## DocuSign

Certificate Of Completion		
Envelope Id: 318F2D3D60BA419480EE22E956A	07E8B	Status: Completed
Subject: Contract No.: CM3671 Vendor Name: Sa	amsara Inc. \$49,213.70 Description: GPS	
Source Envelope:		
Document Pages: 134	Signatures: 13	Envelope Originator:
Certificate Pages: 7	Initials: 6	Idalia Gutierrez
AutoNav: Enabled		igutierrez@nassaucountyfl.com
Envelopeld Stamping: Enabled		IP Address: 50.238.237.26
Time Zone: (UTC-05:00) Eastern Time (US & Car	nada)	
Record Tracking		
Status: Original	Holder: Idalia Gutierrez	Location: DocuSign
5/17/2024 9:42:02 AM	igutierrez@nassaucountyfl.com	
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Adam Eltoukhy		Sent: 5/30/2024 11:20:56 AM
egalnotices@samsara.com	a e	Viewed: 5/30/2024 11:47:55 AM
Executive Vice President, Chief Legal Officer		Signed: 5/30/2024 12:00:13 PM
Samsara Inc.		-
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 136.226.74.208	
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podiak@nassaucountyfl.com	Doug Podiak	Viewed: 5/17/2024 11:48:30 AM
Facilities Director		Signed: 5/17/2024 11:58:09 AM
Nassau County BOCC	Signature Adoption: Pre-selected Style	
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Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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poore@nassaucountyfl.com	TP?	Viewed: 5/17/2024 1:06:03 PM
OMB Admin		Signed: 5/17/2024 3:42:07 PM
Nassau County BOCC	Cignoture Adoption: Dre selected Obd	
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Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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lacambra@nassaucountyfl.com	Cluris Lacambra	Viewed: 5/17/2024 3:48:42 PM
DMB Director		Signed: 5/17/2024 3:49:19 PM
lassau County BOCC	Signature Adoption: Pro solected Style	
Security Level: Email, Account Authentication None)	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	
Electronic Record and Signature Disclosure:		

Not Offered via DocuSign

#### Signer Events

Michelle Proctor mproctor@nassaucountyfl.com Risk Manager Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Lanaee Gilmore Igilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Adam Eltoukhy legalnotices@samsara.com

Executive Vice President, Chief Legal Officer Samsara Inc.

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 5/20/2024 3:42:20 PM ID: 5cce7d41-a586-47b9-807d-45b55179dd28

Abigail Jorandby ajorandby@nassaucountyfl.com

Deputy County Attorney

Nassau BOCC

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Denise C May

dmay@nassaucountyfl.com

County Attorney Nassau County BOCC

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Taco Pope, AICP

tpope@nassaucountyfl.com

County Manager

Nassau County BOCC Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Lanace Helmou

Signature

MP

Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26

Signature Adoption: Pre-selected Style

Using IP Address: 50.238.237.26

adam Eltoukly

Signature Adoption: Pre-selected Style Using IP Address: 136.226.86.181

43

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Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26

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Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
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kyle.vanthof@samsara.com Security Level: Email, Account Authentication		
(None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jennifer Kirkland	CODIED	Sent: 5/30/2024 2:07:29 PM
jkirkland@nassaucountyfl.com	COPIED	
Security Level: Email, Account Authentication (None)		
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Notary Events	Signature	Timestamp
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Envelope Updated	Security Checked	5/30/2024 11:20:55 AM

Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	5/30/2024 2:07:20 PM
Completed	Security Checked	5/30/2024 2:07:29 PM
Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

#### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

#### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

#### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

#### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

#### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows: To contact us by email send messages to: bsimmons@nassaucountyfl.com

#### To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

#### Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <u>https://support.docusign.com/guides/signer-guide-signing-system-requirements</u>.

#### Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.