

FORMAL COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into, effective on _____, by and between CITY OF FRESNO, a California municipal corporation (City), and DEVELOPMENT GROUP, INC., a California Corporation (Vendor), an authorized distributor of Samsara, Inc.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. The Charter for the City allows for cooperative purchase agreements for materials, supplies, and equipment. The City may use another government agency's agreement, as an exception to the competitive bid process. The Parties agree that Samsara has entered a contract with Sourcewell (Master Agreement #102924) (Original Government Contract). The solicitation for the Original Government Contract is attached as **Exhibit A**. Pursant to the Original Government Contract, Samsara provides a list of authorized distributors of its equipment. Vendor is an authorized distributor of Samsara equipment.
2. Vendor's Obligation. Vendor shall provide those services and carry out that work described in the Original Government Contract, which is attached hereto as **Exhibit B** and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
3. City's Obligation. City shall make to the Vendor those payments described in **Exhibits A and B**, subject to all the terms and condition contained or incorporated herein
4. Notwithstanding the requirements that the Original Government Contract is fully binding on the Parties, the parties have agreed to modify certain non-material provisions of the Original Government Contract as applied to this Agreement between the Vendor and the City, as follows:
 - a) City's Insurance and Indemnity provisions attached as **Exhibit C**.
 - b) Address change for the City: Notwithstanding the address and contract information for the government entity as set out in **Exhibit B**, the Vendor agrees that notices and invoices will be sent to:

City of Fresno
Attention: Miguel Ramirez
2101 G Street, Bldg F
Fresno, CA 93706
Phone: (559) 621-1126
FAX: (559) 365-4349
E-mail: Miguel.Ramirez2@fresno.gov
 - c) Notwithstanding anything in **Exhibits A and B** to the contrary, this Agreement shall be governed by, and construed and enforced in accordance with , the laws of the State of California, excluding however,

any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

- d) All other provisions in the Original Government Contract are fully binding on the parties and will represent the agreement between the City and the Vendor.
- 5. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

DEVELOPMENT GROUP, INC,
California Corporation

By: _____
Melissa Perales
Purchasing Manager
General Services Department

Signed by:
By: Daniel Lockwood 9/8/2025
5093EAB5505F45B...
Name: Daniel Lockwood

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Signed by:
By: Daniel Casas 9/12/2025
8CA222CC4A66409...
Daniel L. Casas Date
Senior Deputy City Attorney

Title: President
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)
Signed by:
By: Roseanne Lockwood 9/11/2025
D774778F9070481...
Name: Roseanne Lockwood

ATTEST:
TODD STERMER, MMC
City Clerk

Title: Secretary
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

By: _____
Deputy

VENDOR:
Development Group, Inc.
Attention: Natalie Slocum
PO Box 991484
Phone: (559) 681-0948
E-mail: nslocum@development-group.net

Attachments:
Exhibit A - Original Solicitation
Exhibit B - Original Government Contract
Exhibit C - City's Insurance and Indemnity

EXHIBIT A

Original Solicitation



RFP #102924
REQUEST FOR PROPOSALS
for
Fleet Management Technologies with Related Software Solutions

Proposal Due Date: October 29, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit 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 October 29, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	September 10, 2024
Pre-proposal Conference:	October 9, 2024, 2:00 p.m., Central Time
Question Submission Deadline:	October 21, 2024, 4:30 p.m., Central Time
Proposal Due Date:	October 29, 2024, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	October 29, 2024, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit 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 (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers 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 suppliers' 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 entities¹;
- 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 current and future members including:

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, 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; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
 - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
 - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
 - Indigenous self-governing bodies;
 - Airport authorities;
 - 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, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
 - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

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

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. 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, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

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

II. SOLICITATION DETAILS

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 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, school district, or regional cooperative.

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

- a. Fleet management information systems;
- b. Fleet technology related hardware solutions;
- c. Related software solutions;
- d. Fleet telematics;
- e. Fleet monitoring and asset tracking;
- f. Geofencing solutions;
- g. Motor pool and fleet sharing solutions services;
- h. Integrated video solutions; and
- i. Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management.

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

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

- a. Fleet Payment Solutions with Related Services (RFP #080620);
- b. Electric Vehicle Supply Equipment and Related Services (RFP #042221);
- c. Fleet Management Services (RFP #030122);
- d. Vehicle Lifts with Garage and Fleet Maintenance Equipment (RFP #121223);
- e. Curb Management Technologies (RFP #120423);
- f. OEM Vehicle Parts and Supplies (RFP #080124);
- g. Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services (RFP #081524);

- h. Vendor Managed Inventory and Logistics Management Solutions for Fleets and Facilities (RFP #090624); and,
- i. Aftermarket Vehicle Parts and Supplies (RFP #100124).

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-only 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 suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer 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. REQUIREMENTS

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. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. 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. New Equipment and Products. 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. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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 90 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. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. 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.
5. 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.

6. 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. REQUIREMENTS

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 service. Each line must indicate the proposer'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 not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, 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 awarded a contract 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 identify any exception, or to request any modification, to Sourcewell's standard Contract terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

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 supplier 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. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for 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

All 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

Sourcwell 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 Sourcwell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcwell will not respond to questions submitted after the deadline.

C. ADDENDA

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

Before a proposal will be accepted through the Sourcwell 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 Sourcwell 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 Sourcwell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcwell 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:

1. make any required adjustments to its proposal;
2. acknowledge the addenda; and
3. ensure the re-submitted proposal is received through the Sourcwell 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 Sourcwell 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 Sourcwell. **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 Sourcwell is solely determined by the Sourcwell 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 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement 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 support@bidsandtenders.ca.

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 Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained 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:

1. In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
2. Complete. A proposal will be rejected if it is conditional or incomplete.
3. Submitted in English.
4. 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.

F. PROPOSAL WITHDRAWAL

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

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers 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 its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

1. Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
2. The number and geographic location of highest-scoring proposers that offer:
 - a. A comprehensive selection of the requested equipment, products, or services;
 - b. A sales and service network ensuring availability and coverage for Participating Entities' use; and
 - c. Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring 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.

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

Conformance to RFP Requirements	Pass/Fail
Financial Viability and Marketplace Success	50
Ability to Sell and Deliver Solutions	150
Marketing Plan	100
Value Added Attributes	100
Depth and Breadth of Offered Solutions	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. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell’s notice of contract award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal’s content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; 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. RIGHTS RESERVED

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 may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

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.



09/13/2024

Addendum No. 1

Solicitation Number: RFP 102924

Solicitation Name: Fleet Management Technologies with Related Software Solutions

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

Question 1:

Are uploaded documents public domain? Where are they visible after they are uploaded?

Answer 1:

Refer to RFP Section VI. E. - Disposition of Proposals, for guidance on material submitted in response to the RFP and applicable public data laws.

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 09/13/2024, is required at the time of proposal submittal.



09/18/2024

Addendum No. 2

Solicitation Number: RFP 102924

Solicitation Name: Fleet Management Technologies with Related Software Solutions

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

Question 1:

Is there a character or word count limit to the responses submitted in the portal?

Answer 1:

There is sufficient space for the proposer to provide a brief but thorough response to each question. The platform designer indicates the character limit of a text field is 32,000.

Question 2:

Where it states on the bid under Evaluation question 2: The number and geographic location of highest-scoring proposers that offer - Could you please specify how much international business beyond Canada Sourcewell and its participating entities anticipate leveraging through this opportunity?

Answer 2:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies 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.

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 09/18/2024, is required at the time of proposal submittal.



09/24/2024

Addendum No. 3

Solicitation Number: RFP 102924

Solicitation Name: Fleet Management Technologies with Related Software Solutions

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

Question 1:

For the U.S./Canadian Marketshare, how is Sourcewell defining the market. (% of gov fleets, % of fleets at large, % fleets out of total Sourcewell members that use fleet management via Sourcewell, etc,)

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their marketplace success to Sourcewell. The solicitation is a competitive process, and proposals are evaluated on the content submitted.

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 09/24/2024, is required at the time of proposal submittal.



09/25/2024

Addendum No. 4

Solicitation Number: RFP 102924

Solicitation Name: Fleet Management Technologies with Related Software Solutions

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

Question 1:

Could you help me to get CAGE code or Unique Entity Identifier (SAM), please?

Answer 1:

A CAGE or Unique Entity Identifier (SAM) code is not required to be considered for or awarded a Sourcewell contract. Proposals are evaluated based on the criteria as stated in the RFP. Refer to the General Instructions above Questionnaire Table 1. Respond "N/A" if a question does not apply (preferably with an explanation).

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 09/25/2024, is required at the time of proposal submittal.



09/30/2024

Addendum No. 5

Solicitation Number: RFP 102924

Solicitation Name: Fleet Management Technologies with Related Software Solutions

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

Question 1:

Regarding your statement, 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 suppliers' potential pool of end users, What other purchasing cooperatives do you partner with? Do you partner with BuyBoard, NY State BOCES, 1GPA, or Ohio Schools Council?

Answer 1:

While not an exhaustive list, a few examples include our collaboration with Canoe to incorporate Canada-specific language into our RFP and their advertisement of our tender documents across multiple provinces. Another example is with our partnership with [NCTCOG - Home](#). They have created a CP program called [TXShare - Available Contracts](#) based on promoting Sourcewell competitively awarded contracts. Also, we

have partnered with Omnia for food contracts: [US Foods | OMNIA Partners | Contract Documents](#). [Sysco | OMNIA Partners | Contract Documents](#).

Question 2:

Is it possible for list pricing to adjust over time based on inflation or otherwise. Also, is a cap/ceiling price required?

Answer 2:

Refer to the Sourcewell Master Agreement, Article 2: Sourcewell and Supplier Obligations, Sub-article 2) Product and Price Changes Requirements, for additional details on the process for requesting a product or pricing change during the term of an awarded contract. A downloadable version of the Master Agreement is found on the Bid Details page for this solicitation within the Sourcewell Procurement Portal.

Each proposer, in its discretion, will determine and propose the pricing approach that aligns with its business methods and satisfies all the requirements of the RFP Article on Pricing. Proposers should clearly identify any costs that are not included in the proposed pricing of the equipment, products, or services.

Question 3:

Can you please confirm the required skills for this role?

Answer 3:

Refer to Section II., subsection B. Requested Equipment, Products, or Services in the RFP.

Question 4:

Also, confirm the rate?

Answer 4:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications, finite quantities, or pre-determined locations. Participating Entities' unique needs, and Solutions from awarded vendor(s), will be determined if and when Participating Entities choose to utilize a contract resulting from this solicitation.

Question 5:

Is it onsite or remote?

Answer 5:

See answer #4 above.

End of Addendum

Acknowledgement of this Addendum to RFP 102924, posted to the Sourcewell Procurement Portal on 09/30/2024, is required at the time of proposal submittal.



10/04/2024

Addendum No. 6

Solicitation Number: RFP 102924

Solicitation Name: Fleet Management Technologies with Related Software Solutions

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

Question 1:

How will we be invited to the Pre Proposal Conference on 10/9? Can I add an additional employee to the call? Thank you.

Answer 1:

Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference. Instructions will also be sent to all registered plan takers at that time.

Question 2:

Re Table 3 - Ability to Sell and Deliver Solutions. The first requirement in this table is merely stated as 'Sales force' and no specific question is asked. Could you please elaborate, or provide more details, on what it is you would like to know about our sales force?

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell members and that they

are willing to include. Refer to the table instructions directly below the Table header. The solicitation is a competitive process and proposals are evaluated on the content submitted.

Question 3:

Re Table 3 - Ability to Sell and Deliver Solutions. The third requirement in this table is merely stated as 'Service force' and no specific question is asked. Could you please elaborate, or provide more details, on what it is you would like to know about our service force?

Answer 3:

See Answer 2 above.

Question 4:

Re Table 4 - Marketing Plan. Would you be able to provide specific expectations you might have in terms of what the Marketing Plan of an awarded bidder should include? Are there specific elements of a Marketing Plan that you would want or expect to see, and if so, could you please elaborate?

Answer 4:

Refer to RFP Section II. Solicitation Details, F. Marketing Plan.

End of Addendum

Acknowledgement of this Addendum to RFP 102924, posted to the Sourcewell Procurement Portal on 10/04/2024, is required at the time of proposal submittal.



10/08/2024

Addendum No. 7

Solicitation Number: RFP 102924

Solicitation Name: Fleet Management Technologies with Related Software Solutions

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

Question 1:

In Addendum No. 2 - Question 2 – Answer 2 you use the verbiage of requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities. Is this merely a coincidence that Aftermarket Vehicle Parts and Supplies is the title of another recent Sourcewell bid. if this is a true answer to the actual question?

Answer 1:

Sourcewell, a State of Minnesota local government unit 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.

Question 2:

Can you elaborate on whether or not a bidder that does NOT have a strong market share or holding in Canada will be penalized in the scoring process for this specific bid as opposed to a bidder that has both USA and Canada sales.

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell members and that they are willing to include. Refer to the table instructions directly below the Table header. The solicitation is a competitive process, and proposals are evaluated on the content submitted.

Question 3:

Sourcewell notes that, 'To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided (attached).' However, the Track Changes/redline functionality in the template provided is locked with a password, so we are unable to redline. Could you please provide the password or a new un-locked document?

Answer 3:

The Master Agreement is locked so that you can make changes, and they will be red-lined, allowing Sourcewell to see the proposed exceptions or changes to the template.

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 10/08/2024, is required at the time of proposal submittal.



10/09/2024

Addendum No. 8

Solicitation Number: RFP 102924

Solicitation Name: Fleet Management Technologies with Related Software Solutions

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

Question 1:

Is there an estimated volume in which to accurately base line-item pricing?

Answer 1:

Sourcewell does not maintain the requested level of data regarding the participating entities. The estimated volume stated in RFP Section II. E. is based on past volumes of similar contracts. It is an estimate only, and no sales or sales volume are guaranteed.

Question 2:

Would Sourcewell accept a proposal that would provide hardware/services only to Canada?

Answer 2:

A proposer is not required to cover every geographic region to be considered for award. Each proposal is evaluated based on the criteria stated in the RFP. Sourcewell is seeking solutions to serve the largest possible cross-section of current and potential Sourcewell participating entities or members. Refer to the RFP Article on Participating Entities and Use of the Resulting Contracts for details.

Question 3:

If a vendor is submitting a percentage off of manufacturer list price, do we need to include the current MSRP price sheet for each manufacturer with our submission?

Answer 3:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 10/09/2024, is required at the time of proposal submittal.



10/10/2024

Addendum No. 9

Solicitation Number: RFP 102924

Solicitation Name: Fleet Management Technologies with Related Software Solutions

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

Question 1:

Financial Viability and Marketplace Success - #17

We can provide our written authorization to act as a distributor/reseller/dealer for the manufacturers listed in our proposal. Is a Letter of Authorization from each manufacturer required to be submitted with our response or can we provide a sampling?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell members and that they are willing to include. Refer to the table instructions directly below the Table header. The solicitation is a competitive process, and proposals are evaluated on the content submitted.

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 10/10/2024, is required at the time of proposal submittal.



10/17/2024

Addendum No. 10

Solicitation Number: RFP 102924

Solicitation Name: Fleet Management Technologies with Related Software Solutions

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

Question 1:

We currently have products and services under Sourcewell contract. This contract is not listed on page 4 along with the list of Sourcewell contracts explicitly not included in this scope of services. Would offerings under contracts outside of the list potentially be eligible?

Answer 1:

The Sourcewell RFP is an open and competitive solicitation process. It is left to the discretion of each potential proposer to determine whether to submit a competitive proposal and whether their equipment, products, and services fall within Sourcewell's requested equipment, products, and services as described in **RFP Section II. B. REQUESTED EQUIPMENT, PRODUCTS AND SERVICES**. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation and each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 10/17/2024, is required at the time of proposal submittal.



10/18/2024

Addendum No. 11

Solicitation Number: RFP 102924

Solicitation Name: Fleet Management Technologies with Related Software Solutions

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

Question 1:

Re Table 2A: Financial Viability and Marketplace Success, question 14 ('What is your US market share for the Solutions that you are proposing?'): We would like to request clarification on the meaning of the term 'market share' as used in this question. Specifically, do you mean what proportion of our company's sales for the solution category in question are to the US market? Or do you mean what proportion of the total US market for sales of the solution category are specifically from our company?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine how to best demonstrate its financial stability and satisfy all requirements of the questionnaire tables.

Question 2:

Re Table 2A: Financial Viability and Marketplace Success, question 15 ('What is your Canadian market share for the Solutions that you are proposing?'): We would like to request clarification on the meaning of the term 'market share' as used in this question. Specifically, do you mean what proportion of our company's sales for the solution category in question are to the Canadian market? Or do you mean what

proportion of the total Canadian market for sales of the solution category are specifically from our company?

Answer 2:

See answer 1.

Question 3:

Re Table 2A: Financial Viability and Marketplace Success, questions 14 and 15: Can you confirm that the questions pertaining to market share specifically relate to the AVL market (AVL in turn defined as Automatic Vehicle Location, i.e. system that uses GPS or other technologies to automatically track the real-time location of vehicles)?

Answer 3:

See answer 1.

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 10/18/2024, is required at the time of proposal submittal.



10/22/2024

Addendum No. 12

Solicitation Number: RFP 102924

Solicitation Name: Fleet Management Technologies with Related Software Solutions

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

Question 1:

If awarded a contract, when will this contract term begin? Will it supersede any current contracts?

Answer 1:

Each RFP is an opportunity independent of any other prior, current or future RFPs. Please refer to the Master Agreement, Article 1; General Terms; 5) Term.

Question 2:

Can you please confirm whether or not the sale of Open Market items are to be included in the calculation of the Administrative Fee.

Answer 2:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

Question 3:

Each market is different, and for this reason a one-size-fits-all pricing is challenging. Would a tiered pricing approach be acceptable?

Answer 3:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

Re Table 6, Item 65 Can Sourcewell clarify further what is meant by sourced open market or non-contracted items? Would these be items that aren't included in this contract but that may be available through the vendor as additional or supplemental pieces (e.g. products the vendor offers but that won't be covered under this contract?).

Answer 4:

Generally, a sourced or open market item is a product or service that a participating entity is seeking to purchase under the contract, but that is not among the awarded vendor's offerings. It is typically deemed incidental to the balance of the transaction. Sourcewell has not set a specific dollar limit for non-contract, sourced, or open market items. However, to be considered for a contract award a proposer's primary offering of equipment, products, or services must be within scope of RFP Section II. B. – Requested Equipment, Products, or Services. Each proposer, in its discretion, will determine and propose the method and approach for sourced products or related services that align with its business methods.

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 10/22/2024, is required at the time of proposal submittal.

DRAFT

EXHIBIT B

Original Government Contract

**MASTER AGREEMENT #102924****CATEGORY: Fleet Management Technologies with Related Software Solutions****SUPPLIER: Samsara Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Samsara Inc., a Delaware corporation located at 1 De Haro Street, San Francisco, CA 94107 (Supplier).

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

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

**Article 1:
General Terms**

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 23, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #102924 to Participating Entities. In Scope solutions include:
- a. Fleet management information systems;
 - b. Fleet technology related hardware solutions;
 - c. Related software solutions;
 - d. Fleet telematics;
 - e. Geofencing solutions;
 - f. Motor pool and fleet sharing solutions services;
 - g. Integrated video solutions; and,
 - h. Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in material compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and all hardware solutions are subject to Supplier's Hardware Warranty and RMA Policy set forth at <https://www.samsara.com/legal/hardware-warranty>.

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

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

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

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

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

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

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

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

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

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

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

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

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

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder. For the avoidance of doubt, the Terms in this Article 2 do not apply as between Supplier and a Participating Entity.

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Neither party may assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party. Such consent will not be unreasonably withheld. Each party reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other similar changes. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by either party to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any material breach of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement used in accordance with the Terms of Service (as defined below). Sourcewell's

responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. In no event will Supplier be liable to Sourcewell for incidental, special, punitive, 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.

Supplier's indemnification and hold harmless obligations under this Section are contingent upon: (a) Sourcewell providing Supplier with prompt written notice of a claim; (b) Sourcewell providing reasonable cooperation to Supplier, at Supplier's expense, in the defense and settlement of such claim; and (c) Supplier 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 Supplier will be liable for any damages or liability arising out of Sourcewell's employment of its own counsel.

In no event will Supplier's total aggregate liability, including to Sourcewell and any of its affiliates, arising out of or in connection with this Agreement or from the use of or inability to use Supplier's SaaS products exceed the amounts Supplier has paid to Sourcewell hereunder during the twelve (12) months preceding the event giving rise to the damage. Notwithstanding the foregoing, this limitation shall not apply to liability arising from Supplier's gross negligence, willful misconduct, or violation of applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

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

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

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell. Sourcewell agrees to abide by the terms of Supplier's Marks Usage Agreement available at <https://www.samsara.com/resources/brand-assets/>.

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

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
 - d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
 - e) **Publicity.** Any publicity regarding the subject matter of this Agreement 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 a party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Force Majeure.** Neither party to this Agreement 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.
- 23) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance per the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. Coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including

construction defect, liability assumed under an insured contract, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- \$1,500,000 each occurrence Bodily Injury and Property Damage
- \$1,500,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must, upon request, furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

24) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

25) **Termination for Cause.** Either party may terminate this Agreement upon providing written notice of material breach to the other party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the breaching party will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the breaching party's obligations under this Agreement for any transactions entered with

Participating Entities through the date of termination, including, as applicable, reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

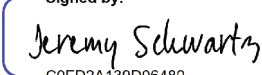
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping Warranty and Other Terms.** Supplier's proposal may include proposed terms relating to shipping and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Notwithstanding anything to the contrary herein, in order to purchase from Supplier under this Master Agreement, any purchase order shall be subject to Supplier's then-current terms of service at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service> ("Terms of Service"). Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as mutually agreed to by Supplier and Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to

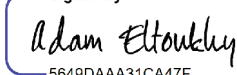
dispute resolution, governing law and venue, non-appropriation, insurance, and other material terms as mutually agreed.

- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as mutually agreed to by Supplier and Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity, but any Participating Addendum shall at least include the then-current Terms of Service by reference.

Sourcewell

Signed by:

By: _____
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
6/6/2025 | 3:50 PM CDT
Date: _____

Samsara Inc.

Signed by:

By: _____
5649DAAA31CA47F...
Adam Eltoukhy
Title: Chief Legal Officer
6/6/2025 | 11:33 AM PDT
Date: _____

RFP 102924 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name: Samsara, Inc.
Address: 1 De Haro Street
San Francisco, California 94103
Contact: Samantha Kriegsman
Email: samantha.kriegsman@samsara.com
Phone: 415-870-6315
HST#:

Submission Details

Created On: Tuesday September 10, 2024 13:16:43
Submitted On: Tuesday October 29, 2024 12:23:26
Submitted By: Maelle Collin
Email: maelle.collin@samsara.com
Transaction #: e56a518a-5ef4-4d47-8384-82c155bb7f9d
Submitter's IP Address: 136.226.54.196

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Samsara Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	#020221-SAM	*
5	Provide your NAICS code applicable to Solutions proposed.	NAICS: 334220 and 518210	
6	Proposer Physical Address:	San Francisco (Global Headquarters): 1 De Haro Street, San Francisco, CA 94107.	*
7	Proposer website address (or addresses):	www.samsara.com	*
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Adam Eltokhy – Chief Legal Officer adam.eltokhy@samsara.com (415) 985-2400	*
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Samantha Kriegsman – Senior Partner Account Executive samantha.kriegsman@samsara.com 562-743-9421	*
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Ned Sheeran – Senior Partner Account Executive ned.sheeran@samsara.com 650-542-1271 Rhonda Eiffe - AVP, Enterprise – Public Sector rhonda.eiffe@samsara.com 818-723-3077	

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Samsara is the global leader in Industrial IoT. Our mission is to increase the 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 exponentially. Today we serve over 30,000 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.</p> <p>Samsara is a public company (NYSE: "IOT") led by Sanjit Biswas, CEO & Co-Founder, and John Bicket, CTO & Co-Founder. 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</p> <p>Samsara's core competencies include ELD, vehicle telematics, driver safety, asset tracking, mobile workflow, 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. We continue to invest heavily in innovative cost-effective ways to help our customers increase the efficiency, safety, and sustainability of their operations. Samsara prides itself in exceeding customer expectations.</p> <p>In terms of revenue, 42% comes from Vehicle Telematics, 46% comes from Video-based safety, and 12% comes from Apps & Driver Workflows, Equipment, Sites.</p>	*
12	What are your company's expectations in the event of an award?	<p>Samsara has a long-standing business relationship with Sourcewell. Should Sourcewell choose to continue this partnership, we will keep our current resources allocated to Sourcewell and keep on giving them the tools to succeed. Samsara has enabled Public Sector Sales Teams to take the easiest path to purchase through the current contract. Our partnership has allowed for operations to continue successfully during COVID-19, and our Samsara RFP Team has streamlined the procurement process and brought new business to both entities.</p> <p>For concrete examples of customer success, please refer to case studies contained in the Appendix of our response document.</p>	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>For the fiscal years ended February 3, 2024 and January 28, 2023, our revenue was \$937.4 million and \$652.5 million, respectively, representing year-over-year growth of 44% or year-over-year adjusted revenue growth of 41%.</p> <p>As a publicly-traded company, we publish our 10K reports on our website, here: https://investors.samsara.com/financials/sec-filings/default.aspx</p>	*
14	What is your US market share for the Solutions that you are proposing?	<p>Since its creation in 2015, Samsara has remained the leader of IoT and telematics in North America, for the United States, Canada, and Mexico. Furthermore, Samsara's solution is fully compliant with all US States and the Canadian ELD Technical Standard, streamlining entirely cross-border operations.</p> <p>In the United States, Samsara ELD is a registered ELD with the Federal Motor Carrier Safety Administration (FMCSA) and is compliant with FMCSA ELD technical regulations specified in 49 CFR § 395.</p> <p>In Canada, Samsara complies with the Canadian Hours of Service (HOS) federal regulations which include functionality such as tracking driver activity, managing regional rulesets, and setting any exceptions. Samsara automatically determines the relevant rulesets by driver location (e.g. Canada North vs. Canada South).</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	See response above.	*

16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Samsara has never gone through any bankruptcy proceedings within the past seven years.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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?	Option B. Samsara products (hardware and software) are designed, manufactured, and distributed all in-house. As such, Samsara identifies as a SaaS provider. This gives Samsara a unique edge because our products and software are both created in house by our own Engineering and Development teams. We sell our own products directly, and sometimes through third-party partners in all our geographies.	*
18	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.	In the United States, Samsara ELD is a registered ELD with the Federal Motor Carrier Safety Administration (FMCSA) and is compliant with FMCSA ELD technical regulations specified in 49 CFR § 395. In Canada, Samsara complies with the Canadian Hours of Service (HOS) federal regulations which include functionality such as tracking driver activity, managing regional rulesets, and setting any exceptions. Samsara automatically determines the relevant rulesets by driver location (e.g. Canada North vs. Canada South). The Samsara Vehicle Gateway has the following certifications: FCC, IC, PTCRB, UL62368-1, NOM-221, NOM-208, NOM-019, IFETEL, and Various Wireless Carrier Certs. The device is also FMCSA certified as an ELD solution. The Samsara Dash Cam has the following certifications: FCC, IC, CE, NOM, EN62368. The Samsara Driver App has the following Certifications: FCC IC PTCRB UL62368-1 NOM-221 NOM-208 NOM-019	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	In the past seven years, Samsara and any included possible Responsible Party have never been subject to any debarments or suspensions.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>In the recent past, Samsara has been awarded the following:</p> <p>2024 Best Place to Work – Glassdoor</p> <p>2023 Artificial Intelligence Excellence Award</p> <p>2023 Company of the Year – Frost & Sullivan's</p> <p>2023 Great Place to Work Certified</p> <p>2022 Sustainability Award - Business Intelligence Group</p> <p>2022 Campus Forward Award - Ripplmatch</p> <p>2021 Emerging IT Vendors - CRN</p> <p>2021 AI 50 - Forbes</p> <p>2021 The Americas' Fastest Growing Companies - Financial Times</p> <p>2021 America's Best Startup Employers - Forbes</p> <p>2021 IoT 50 - CRN</p> <p>2021 AI Excellence Awards - Business Intelligence Group</p> <p>2021 IoT Analytics Solution of the Year - IoT Breakthrough Awards</p> <p>2020 Best in Business Awards - Inc.</p> <p>2020 FreightTech 25 - FreightWaves</p> <p>2020 Fast 500 - Deloitte</p> <p>2020 Top SaaS CEOs - Software Report</p> <p>2020 World Changing Ideas - Fast Company</p> <p>2020 Cloud 100 - Forbes</p> <p>2020 Top Startups - LinkedIn</p> <p>2020 International Business Awards - Stevie Awards</p> <p>2019 Cloud 100 - Forbes</p> <p>2019 Top Startups – LinkedIn</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	Approx. 8%, with a year-over-year positive growth as both the governmental and education sector have been growing.	*
22	What percentage of your sales are to the education sector in the past three years?	Approx. 3%, with a year-over-year positive growth as both the governmental and education sector have been growing.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>1.) Utah DGS #PD3906 -</p> <p>2023 - \$164,998.90</p> <p>2024 - \$78,819.85</p> <p>2. State of Kansas Fleet Management Solutions 53134</p> <p>2024 - \$246,253.36</p> <p>3.) Minnesota Department of Administration 224308</p> <p>2023 - \$47,105.40</p> <p>2024 - \$307,010.55</p> <p>4.) New York State IT Umbrella Contract PM69845</p> <p>2023 - \$128,959.63</p> <p>2024 - \$126,247.20</p> <p>5.) New Jersey Participating Addendum M4014</p> <p>2023- \$26,879.40</p> <p>2024 - \$281,878.89</p> <p>6.) State of Tennessee SWC 195 Telematics Hardware, Services, and Accessories (71019)</p> <p>2022- \$121,66.14</p> <p>2023 - \$1,638,307.21</p> <p>2024 - \$747,972.64</p> <p>7.) Iowa Participating Addendum 23244</p> <p>2023 - \$172,079.70</p> <p>2024 - \$746,868.46</p>	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Samsara GSA contract (GS-35F-327GA)</p> <p>2021- \$558,355</p> <p>2022- \$19,449.99</p> <p>2023 - \$956,054</p> <p>2024- \$1,802,099.69</p>	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City and County of Denver	Bill Zollo - Manager, DOTI Fleet Management Division	706-495-8617 william.zollo@denvergov.org	*
City of Sacramento	Alison Kerstetter - Fleet Manager	717-514-5989 akerstetter@cityofsacramento.org	*
City of Tallahassee	Frank Evans - Business Process Solutions Manager	850-891-1063 frank.evans@talgov.com	*

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

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

Line Item	Question	Response *	
26	Sales force.	Samsara currently has over 1,800 employees worldwide entirely dedicated to Sales. This includes Account Development Representatives, Account Executives, Sales Engineers, etc.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Samsara has over 200 partners, referring to those who are qualified to resell our products, across all business units (fleet, industrial, connected sites, etc.). 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. Carahsoft) fall under the 'IT systems distributor' industry. We do not have a geographical hub for our partners, we have one in just about every state, distributed evenly across the US.	*
28	Service force.	Samsara currently has over 1,100 employees worldwide dedicated to non-Sales duties. This includes engineers (firmware, hardware, software), customer support, operations teams, and leadership.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be all sent by Samsara directly. We use FedEx services to ship, and can ship overnight to both the US and Canada when inventory is available. Inventory is maintained in the US. Whether customers order through Samsara directly or through a reseller, Samsara remains the sole entity to ship hardware directly from our warehouse.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Samsara maintains an incident response plan based on triage of severity/impact. All incidents are logged and Security Incident Management staff are always on call. Following incidents, Samsara performs post-mortem analyses with plans that include corrective measures.</p> <p>Technical support hours are 24x7. Support cases/assistance can be initiated through the Dashboard, via email, and/or live via phone support. Based on internal Samsara data, we answer calls on average within 1 minute and we respond to cases submitted online within 1 hour. We have SLAs tied to initial response times and overall system uptime. Our data shows that we solve over 75% of our support cases within 24 hours.</p> <p>Samsara Technical Support provides initial response service level agreements by issue priority. Support agrees to send an initial response from a Support Specialist within the following time frames on 90% of all interactions. In addition, we have a team of Support Engineers dedicated to providing post-sales support.</p> <p>Our incident response process is detailed here: https://kb.samsara.com/hc/en-us/articles/360057139951-Report-an-Issue</p> <p>P0 Errors - Samsara shall promptly commence the following procedures: (i) assigning Samsara Support team members or personnel to correct the Error(s); (ii) notifying Samsara management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) providing Customer with periodic reports on the status of the corrections; and (iv) initiating work to provide Customer with a Hot fix.</p> <p>P1 Errors - Samsara shall promptly commence the following procedures: (i) assigning Samsara Support team members or personnel to correct the Error; (ii) providing the Customer with periodic reports on the status of the corrections; and (iii) initiating work to provide Customer with a Hot fix.</p> <p>P2 Errors - Samsara may include the Fix for the Error in the next Major Release.</p> <p>P3 Issues – usage and general assistance.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Samsara will provide all software and hardware products and services to Sourcewell participating entities, all across continental US, as well as US Territories, Hawaii and Alaska.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Samsara will provide all software and hardware products and services to Sourcewell participating entities, all across Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We confirm we will be able to serve all geographic areas of the United States and Canada with no exceptions.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	We confirm we are fully compliant and can support any type of client interested in purchasing our solutions, from fleets with less than 5 vehicles, to government entities with dozens of thousands of vehicles. Our solutions are scalable and can support an unlimited number of users.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Samsara does not have any requirements or restrictions that would apply specifically to participating entities in Hawaii, Alaska, or US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	We confirm we are able to extend terms of any awarded master agreement to nonprofit entities, without limitations.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>With over 3,000 employees worldwide, Samsara uses all sorts of channels to spread information. We offer a team of internal evangelists touring events in North America and beyond, spreading the benefits our customers see in conferences, on social media, in blog posts, LinkedIn, press releases, and so forth. Additionally, we leverage targeted email campaigns and webinars to reach potential clients and provide in-depth insights into our solutions.</p> <p>Our customer database is rapidly growing and with over 30,000 fleets worldwide, we have been seeing a snowball effect of referrals from all sides. Our Marketing and Product Marketing teams have been deeply focusing on localizing content to speak to each audience and address concerns related to specific industries, etc. An example of this has been a heavy investment in the past year reaching out to Québec audiences in Canada, by way of localizing our website and solutions to French Canadian.</p> <p>We invite you to browse our website, as well as check out our LinkedIn page for all latest news. We also target specific industries core to our business, such as K-12, Higher Education Fleet Management, and Government, as described here: https://www.samsara.com/industries/k-12 - https://www.samsara.com/industries/higher-education and https://www.samsara.com/industries/state-local-government</p>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Samsara carefully monitors performance on our domains, email, social media channels, and paid channels. We gather data across every stage of our customers' journey and establish internal benchmarks to ensure that we are optimizing our solutions every step of the way. One of our strategies is to target ads to engage with prospects through the websites, associations and industry groups as trusted advisors to government and education customers.</p> <p>We have been invested heavily in SEO, monitoring engagement on LinkedIn, Meta, X, and Instagram, by using targeted ads to engage with prospects. Emails metrics include delivery success rates, unsubscribing rates, open rates, and click rates. Finally, website analytics remain at the core of the data that we rely on to identify trends and the areas which we can improve further.</p>	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>We are happy to continue using our mutually beneficial co-marketing plan, and to keep the two approaches currently in place:</p> <p>If we are speaking with a client already on the Sourcewell membership list, we will be certain to promote our contract with them;</p> <p>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 will keep on sharing the materials you provide us to highlight the benefits of purchasing through the cooperative.</p> <p>We will continue to educate our sales force on the benefits of Sourcewell and how the contract can add value for all parties throughout the purchasing process.</p> <p>We also train our internal sales force on the availability of Sourcewell to our government and education customers.</p> <p>Finally, in our standard sales process, the Samsara teams are trained to ask customers how they prefer to purchase technology, to fit their personal preference.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Our online webstore is our main e-procurement system, which governmental and educational customers have successfully used to streamline their purchasing processes. This webstore can also be used to order replacement hardware, accessories, cables, and add-ons. Sourcewell clients will have access to this webstore.</p>	*

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

Line Item	Question	Response *	
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41	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Samsara has a dedicated account team as well as a customer success team that would be assigned after purchasing. Samsara will scope a detailed breakdown of the training required to ensure a successful deployment. All training and implementation costs are included in the software licensing. Each of these live courses will last 1-2 hours and is tailored to administrators, fleet managers, maintenance managers, etc. We take a train-the-trainer approach – we find our most successful customers are the ones who are empowered to lead and share Samsara knowledge with their own employees. In support, Samsara supplies recordings of all web training, along with any documentation used.</p> <p>In addition, we also provide access to the following resources: Learning On-Demand: Samsara Academy is our LMS with guided training paths and hundreds of short tutorial videos. Sourcewell will be able to provide administrators with the ability to assign these courses to users and monitor their progress. Learning from Experts: Learn how to use the latest product features from product experts via digital webinars or live classroom-style workshops. Learning from Peers: Check out tips and tricks from Samsara Super Users and learn how to get the most out of your Samsara products.</p> <p>Finally, all users have access to the comprehensive Samsara Knowledge Base online, which provides help articles, guides, and videos to answer almost any question. To see the Knowledge Base, please visit https://kb.samsara.com/hc/en-us.</p> <p>On-site training can be accommodated to complement online training if necessary.</p>
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42	Describe any technological advances that your proposed Solutions offer.	<p>Samsara believes that while the Information Technology sector has long benefited from software and cloud technology, the industrial connected operations world, with assets and workers in mobile, remote, and rugged environments, has not. Samsara was founded to change that. Our connected operations platform combines hardware, software, and cloud to bring real-time visibility, analytics, and AI to connected operations. The purpose of this platform is to help dramatically improve the Safety, Efficiency, and Sustainability of all operations that power our economy.</p> <p>Samsara's key differentiators are our unified and easy-to-use dual facing camera + telematics platform along with our rapid pace of innovation. Our hardware and software platform is created in-house by Samsara Engineering and provide customers the ability to manage their assets from a single, unified platform for all their assets. This includes real time GPS units, integrated dash cameras embedded with artificial intelligence, asset trackers, wireless sensors such as environmental and door monitors, integrated Wifi, and more. On top of the hardware sits a robust unified software platform that allows users to track and analyze the data coming in from their Samsara devices at a click of the button. Samsara's core competencies include vehicle telematics, driver safety, asset tracking, mobile workflow, and industrial process controls - all in an integrated, open, real-time, cloud platform. Samsara became a public company on the NYSE in 2021 and is continuing to invest heavily, in innovative cost-effective ways to help our customers increase the efficiency, safety, and sustainability of their operations.</p> <p>In addition, what truly sets Samsara apart from the competition is our product development feedback loop, and go to market strategy. We listen to our customers, create product & feature development upgrade cycles, and efficiently launch to our customer base. This has allowed us to become a market leader since being founded in 2015.</p> <p>A concrete example of our continuous technological improvement is our Nudges functionality. Nudges have been designed to empower drivers to self-correct their driving behavior before a manager is notified, and without initially incurring a scoring penalty. By sharing ownership of safe driving, Sourcewell can save time on event review and coaching. Drivers also have more control over their own safety experience on the road.</p> <p>Nudges have been shown to improve driver behavior, as the driver is not instantly penalized for what are defined as less serious infringements and instead receives</p> <p>in-cab real-time coaching on events detected, giving them the opportunity to improve without management intervention. If a driver exceeds the number of permitted nudges within a twelve hour driving period, all events captured are sent to the Safety Inbox and aligned Sourcewell coaches.</p> <p>Another example is our release (no later than last week!) of our Drowsiness Detection feature. For further information on this groundbreaking technology, please read: https://samsara.com/blog/drowsiness-detection?utm_source=linkedin&utm_medium=social&utm_campaign=communications</p>
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Related to our Solutions</p> <p>Samsara offers an Eco Driving report to view essential information about driving styles that can affect the fuel consumption and wear and tear of vehicles in your fleet. This provides a RAG based score to coach drivers on driving style, this can support reducing fuel costs and reducing your ecological footprint on the environment. Idling is measured by the time when the vehicle's engine is idle and PTO is not engaged in proportion to the engine on time (driving time plus idle time), You Group can adjust the metric scores using score mapping, but by default a Low score is 100% and a high score is 0%. To accurately reflect driver efficiency, the driver efficiency score uses a proportional metric to determine the degree of efficiency. A score of 0 corresponds to really poor performance and a score of 100 indicates really good performance. With score mapping, you can fine tune the driver efficiency score settings to align with your business goals. If you identify high idling scores in the efficiency report, you can coach driving behaviour to decrease idling events instances and reduce fuel consumption over time.</p> <p>https://kb.samsara.com/hc/en-us/articles/360042972271-Driver-Efficiency-Report</p>

With our new Sustainability Report, You can visualize the fleet's carbon emissions over time to measure and compare output to set more accurate reduction goals.

- Track current vs. predicted carbon emissions output to stay on course with annual sustainability goals
- Easily compare carbon emission output by tag to identify your biggest CO2 contributors
- Export emissions data to use in government reporting or internal ESG reports

Related to our Company

When it comes to sustainability, we believe our greatest impact as a company will come from building better technology for our customers. We're invested in helping our customers to:

Save Fuel—Harsh driving, excess idling, and inefficient routing can add up to higher fuel usage. Samsara helps decrease unnecessary fuel use through real-time visibility into driver behavior and insights into route performance. By collecting engine data from each vehicle, Samsara provides unmatched visibility into a fleet's fuel usage, making it easy to identify which truck is idling, which drivers need coaching, and which routes minimize the distance between stops.

Improve energy efficiency—Samsara's industrial monitoring and control products help customers keep tabs on their equipment and machinery with real-time performance reports. Our power meters provide better visibility into equipment energy efficiency to help improve the performance and reliability of pumps and other machinery.

Reduce production waste—Samsara Machine Vision helps product manufacturers perform quality assurance in real time to reduce wasted product by catching production or quality issues immediately. This reduces materials wasted and allows our customers to improve their throughput and yield.

Decrease food waste—Refrigerated transportation of perishable goods has grown by nearly 60% in the last forty years, but without proper temperature control, food spoilage poses a large risk. Samsara's plug-and-play WiFi monitors make it easy to manage cold chain logistics and collect continuous temperature and humidity data. With Samsara temperature monitoring, fleets that store, distribute, or deliver perishable goods can monitor temperatures in-transit to prevent food waste.

Monitor environmental pollutants—In hazardous waste or construction sites, environmental data is highly time-sensitive. Samsara provides continuous, real-time visibility and alerts on data collected from environmental sensors. This helps customers move quickly to shut down operations when dangerous levels of hazardous pollutants are detected, ensuring the safety of field workers and ultimately reducing environmental impact.

Enable zero emissions—Looking ahead, we see that many fleets are looking to take the next leap in sustainability by transitioning to electric vehicles. To facilitate this process, we are committed to building best in class fleet management tools specifically for EV vehicles.

With the help of Samsara, our customers have saved 24 million gallons of fuel used annually across their fleets, which amounts to \$80M saved and the equivalent of planting 17M trees.

At Samsara, we look for ways to minimize waste by reducing the volume of materials that end up in our landfills. To help these efforts, we've designed our product packaging to be 100% recyclable.

Our commitment to the environment extends to the people we do business with. We partner with manufacturers who align with our vision for sustainability. As part of our supply chain management, Samsara evaluates all suppliers for their compliance with the Restriction of Hazardous Substances Directive (RoHS). This helps us ensure that no environmentally

		<p>hazardous materials are used in the creation of our products.</p> <p>Samsara's new headquarters at 1 De Haro in San Francisco is the first CLT (cross-laminated timber) building in San Francisco, and the first multi-story CLT building in California. CLT structural panels offer a dimensional stability that's comparable to conventional framing, with a significantly smaller carbon footprint. We welcome you to tour our facility and meet with our executive team.</p> <p>Below we have included specific examples outlining the impact Samsara's products have on sustainability for our customers:</p> <p>City of Fort Lauderdale: In just six months, the team was able to use Samsara to reduce idle time by 20% and fuel consumption by 5%—even as the City's fleet grew to include over 1,700 vehicles.</p> <p>Dohrn Transfer Company: Samsara's products helped contribute to a 2% improvement in yearly mileage, also equal to 150,000 fewer gallons of fuel.</p> <p>Cash-Wa Distributing: By using Samsara's EM wireless temperature sensors across their 220 trailers, Cash-Wa ensures food safety and reduces rejected loads. Hoss estimates a 30% decrease in Cash-Wa's customer credit payouts for improper temperature claims.</p> <p>San Jose Water Company: With the help of Samsara, San Jose Water Company achieves real-time visibility into power meters, PLCs, and sensors across hundreds of pumps and facilities that serve over a million consumers in the greater San Jose metropolitan area.</p> <p>For more information on our commitment to sustainability, please see our latest Environmental, Social, and Governance Report: https://www.samsara.com/company/impact-report</p>	
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>We measure the carbon footprint of our business operations, including throughout our supply chain, and we track our emissions on the third party Watershed platform.</p> <p>Our services help our customers achieve their sustainability and climate goals. Our product packaging is 100% recyclable. We have committed to reduce our carbon footprint to achieve net zero emissions by 2040, which involves measuring and reducing the environmental impact of our business operations, including in our supply chain. You can also check out in great detail Samsara's green commitment, contained in our ESG report available here: https://www.samsara.com/company/esg/</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>We serve over 30,000 customers across diverse sizes and industries, including state and local governments, K-12 and higher education, federal agencies, utilities, transportation and logistics, field services, food production, energy, construction, warehousing, and manufacturing.</p> <p>On the largest end of the spectrum, we serve clients that spend well into 7 figures per year with Samsara and are heavily invested in our complete platform. These include private agricultural companies, state and local governments, private utility contractors, trucking firms, and more. On the smallest end of the spectrum, we serve clients with 5 vehicles or fewer.</p> <p>We have a significant base of public sector customers as discussed above. These range from cities and counties to state fleets, DOT snow plow fleets, heavy yellow iron, and virtually all types of motorized and non-motorized transportation related assets. All in all, our one-stop-shop allows our customers and participating entities to only deal with one vendor, as opposed to what used to be three or four separate ones. We have included a list of public sector customers of ours for your review, as an Appendix of our response document. These showcase various levels of savings, such as driver exoneration, insurance claims, reduction in driver risk factors, time gains by minimizing administrative tasks for drivers, and much more.</p> <p>We believe our long-term partnership with Sourcewell has been very positive for both parties, and have no doubt we can continue reaching our respective and common goals together.</p>	*

46	Describe your approach to data privacy, including any certifications or standards achieved, in regard to your proposed solutions.	<p>Samsara is GDPR compliant and is ISO 27001, 27017, 27018 and 27701. Additionally, we have re-certified our SOC 2 Type II. North American customer data is stored in AWS data centers in the United States (AWS US-West 2 region in Oregon). EU customer data is stored in AWS data centers in Ireland.</p> <p>Data at rest in Samsara's production network is encrypted using AWS's AES256 encryption, which applies to data at rest within Samsara's systems-relational databases, file stores, backups, etc. All encryption keys are stored in an industry standard, secure system based on AWS's Key Management Service. Samsara has implemented appropriate safeguards to protect the creation, storage, retrieval, and destruction of secrets such as encryption keys and service account.</p> <p>Samsara is built on a secure multi-tenant cloud architecture with logical data separation using a hypervisor. Customer data is logically separated across distributed databases with required authentication checks for every application-layer and data-layer access made to any tenant's data. Data at rest in Samsara's production network is encrypted using AES256 encryption, which applies to data at rest within Samsara's systems-relational databases, file stores, backups, etc. All encryption keys are stored in an industry standard, secure system based on AWS's Key Management Service. All data transmitted between Samsara clients and the Samsara service use strong encryption protocols. We use TLS 1.2 over public networks to protect data in transit.</p> <p>Finally, our SOC2 report includes details related to our security programs and the policies and procedures associated with them. This document is available with a signed SOC2 specific NDA, and can subsequently be requested here: https://security.samsara.com/?gad_source=1&gclid=Cj0KCQjw4Oe4BhCcARIsADQ0cslMw6lfiS5WfucqXtaUQvvsei-7t_MSIV/PZDIAdsqzyJrJayWBbukaAiHLEALw_wcB</p> <p>For a full overview of our security policies, please see: https://www.samsara.com/company/privacy and https://www.samsara.com/legal/data-protection-addendum</p>	*
47	Describe any current or potential capabilities your proposed solutions offer in V2G (vehicle to grid) or similar smart city applications.	<p>Samsara provides capabilities that align with V2G technology and smart city applications through its advanced solutions for fleet electrification and management. While not explicitly offering V2G, Samsara's telematics platform facilitates smart city initiatives by integrating electric vehicles into urban infrastructure:</p> <p>1: Real-Time Monitoring and Reporting: Samsara offers real-time state-of-charge monitoring for EVs, allowing fleet managers to make informed operational decisions. This feature mitigates range anxiety by providing alerts when battery levels fall, ensuring vehicles are managed efficiently.</p> <p>2: Data for Infrastructure Planning: Using Samsara's historical charging data, cities like Boston have been able to plan and optimize the placement of EV charging stations, essential for expanding the electric vehicle infrastructure.</p> <p>3: Integration and API Benefits: Samsara's open API capabilities enable integration with other smart city systems. This feature is useful for incorporating vehicle data into broader city planning and management platforms, promoting efficient energy management and usage.</p> <p>4: Sustainability and Cost Savings: By leveraging data insights for fuel efficiency and electrification opportunities, Samsara aids cities in reducing their carbon footprint and operational costs, which are key aspects of smart city ecosystems. Through these capabilities, Samsara facilitates the incorporation of EVs into city fleets, promotes efficient energy use, and supports the infrastructure necessary for smart, sustainable cities.</p>	*
48	Describe any capabilities around safety and accident management your proposed solutions offer.	<p>Accident Management</p> <p>Hours of Service (HoS) data is captured by the vehicle gateway and is continuously uploaded to the cloud where is immediately visible in the Samsara Dashboard. If a gateway is unable to upload data due to lack of network coverage, the unit continues to store all HoS, location, and vehicle data locally. This means that a driver will always be able to show a DOT officer a fully compliant and up to date log, even without a cellular connection. Once connection is reestablished, all data is immediately uploaded to the Dashboard. Compliance teams then access all of this HoS data using the Samsara Dashboard. The Dashboard provides centralized visibility of HoS logs and fleet activity. It allows visibility into real-time location, duty status, HOS logs, and driving hours remaining for any driver in the fleet.</p> <p>Samsara will capture telematic data for a crash via the vehicle gateway (gps, speed, data</p>	

from accelerometer) and video capture via the dash cam (in-cab, forward facing, and any connected cameras via the camera connector) and this combination of data sources can be used to understand more about a serious accident or crash.

In both cases above, the customer compliance teams will have a dedicated Customer Success Manager to assist in these events. In additional, our customer support teams are available 24x7x365 to assist in audits or accidents.

Harsh Events

Our Safety Report provides trend analysis and safety scores, at the organization- and driver-levels, calculated using harsh events and speeding. These reports are also available based on specified groups of drivers and vehicles using tags, tailored to your organization's needs. Samsara helps keep drivers safe on the road with real-time alerts that allow you to quickly identify and coach for safety or compliance violations. Easily customize your alerts to notify you when a driver is speeding or use the HOS report to see if drivers are approaching a compliance violation. Samsara has the ability to trigger at-risk driving behaviors using the accelerometer to trigger events including harsh brakes, harsh turns, harsh accelerations, and crashes. Samsara provides events detected from the Vehicle Gateway such as harsh turn, harsh brake, harsh acceleration, speeding, and AI detected events such as tailgating, mobile usage, no seatbelt, rolling stop signs.

A core focus of the Samsara solution is to provide coaching to drivers and analytics on risk trends and behaviors. The coaching platform comprises configurable in-cab alerting and 'nudges' through spoken commands to assist drivers to self correct 'in the event', as well as a rich cloud based coaching platform with associated analytics, dashboarding and safety scoring, league tabling and program health auditing.

Coaching

Coaching can be achieved both through the platform and via the driver app enabling organizations to drive risk reduction both by face to face sessions where appropriate, or via the app enabling drivers to learn through video clips where they might improve and also to see where they rank against peers.

The CM34 (Samsara's dual-facing dash cam) provides configurable voice feedback to the driver when the harsh event has been detected. As an example, if the CM34 detects mobile phone usage, then an audio alert stating "Mobile phone detected" will be communicated to the driver.

To further enhance proactive driver coaching and more effectively coach your drivers at scale, Samsara have also developed Nudges functionality. Nudges have been designed to empower drivers to self-correct their driving behavior before a manager is notified, and without initially incurring a scoring penalty. By sharing ownership of safe driving, customers can save time on event review and coaching. Drivers also have more control over their own safety experience on the road.

Nudges have been shown to improve driver behavior, as the driver is not instantly penalized for what are defined as less serious infringements and instead receives in-cab real-time coaching on events detected, giving them the opportunity to improve without management intervention. If a driver exceeds the number of permitted nudges within a twelve hour driving period, all events captured are sent to the Safety Inbox and aligned customers' coaches.

Customers' authorized admins can configure how many in-cab alerts are triggered to help the driver self-correct before uploading the safety event into the Samsara platform for review by the customers' coaches.

Driver Scoring

For each driver/vehicle in the customers' fleet, Samsara calculates a safety score that you can use to measure driving behaviour over time. You can use the safety score to encourage positive driving behaviours and to coach drivers to reduce unsafe driving practices and minimize the likelihood of accidents. Safety events that influence the safety score for a driver/vehicle include harsh driving, speeding, and AI-detected events such as following distance.

Samsara assigns a weight to each behaviour to highlight the severity of risky driving behaviours. By default, Samsara sources benchmark data from mixed vehicle Samsara fleets and uses this data to calculate the weight. The higher the severity of the behaviour, the higher the level of impact to the safety score. Customers can use the default settings to calculate the safety score or refine the calculation for specific driving behaviours. Samsara calculates the safety score using a mix of harsh events, speeding events, and AI-detected unsafe driving behaviour events over time. To help customers quickly and easily identify safety score severity, the Samsara dashboard displays safety scores with the following default RAG based colour-coded indicators to represent the range of the safety score performance with the ability to configure the safety score performance band ranges of the fleet. Samsara automatically calculates the safety score for drivers and vehicles. If you view multiple drivers or vehicles, such as in the Safety Overview, the calculation aggregates the total behaviour data.

You can calculate the safety score of each driver or vehicle using the following equation:

Safety Score = 100 - (sum of all score impacts)

Where the sum of all score impacts is total value of the impact to the safety score for all unsafe driver behaviours. The calculation of the impact to the safety score is dependent on the behaviour type:

Speeding behaviours: (Time spent speeding x weight) / (total time driving / 100)

AI Following Distance, AI Distracted Driving: (Number of events x weight) / total time driving

All Other Behaviours: (Number of events x weight) / (total miles driven / 1000)

To reinforce positive driving behaviours such as Defensive Driving, the weight is a negative value; therefore, subtract the impact score value from the score impact calculation.

Additionally Samsara offers an Eco Driving report to view essential information about driving styles that can affect the fuel consumption and wear and tear of vehicles in your fleet. This provides a RAG based score to coach drivers on driving style, this can support reducing fuel costs and reducing your ecological footprint on the environment. Idling is measured by the time when the vehicle's engine is idle and PTO is not engaged in proportion to the engine on time (driving time plus idle time), Sourcewell can adjust the metric scores using score mapping, but by default a Low score is 100% and a high score is 0%. To accurately reflect driver efficiency, the driver efficiency score uses a proportional metric to determine the degree of efficiency. A score of 0 corresponds to really poor performance and a score of 100 indicates really good performance. With score mapping, you can fine tune the driver efficiency score settings to align with your business goals. If you identify high idling scores in the efficiency report, you can coach driving behavior to decrease idling events instances and reduce fuel consumption over time.

Samsara also offers Connected Training. With pre-uploaded courses in the Samsara dashboard, managers can now send training videos or courses to drivers and track the status on these training sessions. Samsara also offers a separate license if customers have their own in house training material or videos they would like to upload into Samsara to share with drivers.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	Samsara's standard payment terms are Net 30 days. We will be happy to keep the same payment terms as the ones currently in place.	*
59	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 each participating entity.	*
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>Terms of Service: https://www.samsara.com/legal/platform-terms-of-service</p> <p>Service Level Agreements: https://www.samsara.com/legal/hosted-software-sla</p> <p>Blank Order Form attached in the documents</p>	*

61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	<p>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.</p> <p>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.</p>	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	<p>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.</p> <p>Please refer to the pricing provided as part of our response, which contains all applicable SKUs offered to Sourcwell, including detailed pricing data and discounts. Additionally, please see Samsara's latest warranty policy: https://www.samsara.com/support/hardware-warranty</p>	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Samsara is offering a 2% discount to MSRP pricing for Sourcwell entities wishing to leverage their existing Sourcwell relationship to purchase Samsara. Please see full details in the attached price sheet.	*
64	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 directly during the purchasing process.	*

65	<p>Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.</p>	<p>Samsara has an open integration ecosystem based on our public API. We make it easy for software providers to connect to the Samsara cloud for system of record data on physical operations in the context of a mutual customer.</p> <p>Learn more on the developer site: https://developers.samsara.com/docs</p> <p>Samsara is an industry leader with an ecosystem of more than 200 connected apps and integrations.</p> <p>Learn more on App Marketplace: https://www.samsara.com/resources/marketplace/</p> <p>The App Marketplace program is managed by the Samsara Product: Platform team. We are constantly adding developer tools and features to make it easier for partners to build with Samsara and for our customers to take advantage of data sharing between platforms for a more integrated tech stack. Integrations must be fully vetted to be listed on App Marketplace, including: technical documentation on how the integration works including the API endpoints used, frequency that data is retrieved/posted, data access scopes required, enablement steps and support resources. Every integration must be proven out in a production environment before being listed publicly.</p> <p>More than 8,000 Samsara customers use integrations. Among the 200+ integrations on App Marketplace, the most popular are used by more than 1,000 fleets.</p> <p>To see what 3rd party developers see about App Marketplace: https://docs.google.com/presentation/d/1VWjQ58ldDd2-v9_VJW1p8C7CQNCACWKHvTEoc7TGh8FQ/edit</p> <p>While some of these partners listed may have their own fees for certain integrations, Samsara never charges extra for an existing pre-built integration.</p> <p>Should a customer wish to build a new integration from the ground up, an individual quote will be supplied for each such request. Cost will be determined on a case-by-case basis. This could also be a custom success or support program that a customer might request above and beyond our typical implementation and customer 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 each request.</p> <p>As for installations, over 95% of Samsara customers choose to self-install, as our hardware are plug-and-play and typically take about 15 minutes to install (vehicle gateway only), up to 30mins (vehicle gateway + dash cam). Should a customer prefer to call in a third party to install our hardware, we will happily supply them with a list of certified installers upon request.</p>	*
66	<p>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.</p>	<p>Applicable taxes Shipping & Handling Installation (if a customer does not wish to self-install)</p>	*

67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Samsara has a long-term partnership with FedEx Freight, where shipping costs are calculated based on the size and destination of the order, and these costs are added to the customer's invoice as a separate charge. The process is as follows:</p> <p>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, where freight is pre-paid and added to the customer's invoice.</p>	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada and offshore deliveries all follow the same process as listed in the previous response.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>We pride ourselves on our customer service and support, available 24/7/365 via toll free phone, email and online chat. Most phone calls are answered in <1 minute, emails are usually answered in <1 hour and most cases are resolved in <24 hours.</p> <p>Equipment is generally available to ship within two weeks of order receipt. In many cases we can ship overnight if expedited service is requested. For orders of a thousand or more, we prefer to have insight to the proposed schedule so that we can smooth the supply chain and ensure customer satisfaction. Supply chain is a significant area of competitive advantage where Samsara has invested heavily over the years to avoid disruptions. Because Samsara designs and builds proprietary devices, we are able to control the supply chain. Should a piece of hardware not be satisfactory upon receipt, Samsara will overnight a replacement unit and send a free return shipping label for the malfunctioning unit to launch an internal investigation. We have received positive feedback from our customers, as competitors in the industry do not offer such levels of shipping and warranty.</p>	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>Samsara utilizes both a transactional Customer Satisfaction score based on a survey after every support case, as well as a periodic NPS survey to measure the quality of the services provided. Samsara takes a long term partnership approach with our customers. From day one our team provides dedicated pre-sale, implementation, training, customer success and 24/7 support services to ensure a successful rollout and continued success. We also provide access to our Product Development teams to hear your feedback to help guide future enhancements and new features.</p> <p>As part of the quoting process, Samsara's sales force inputs the 'contract vehicle' information upon processing a quote, at which point the Sourcewell contract number is automatically applied to the quote. Our operations team then collects this information for reporting purposes each quarter.</p> <p>As part of our commitment to exceptional quality, Samsara offers the most complete warranty on the market. The warranty lasts as long as you are a Samsara customer. This is a full replacement warranty, so if a device fails, we ship you a new replacement device and a return label for the faulty device. More information can be found here: https://www.samsara.com/support/hardware-warranty.</p> <p>Finally, Samsara guarantees 99.99% uptime. Please see our Hosted Software SLA for more information: https://www.samsara.com/legal/hosted-software-sla/</p>	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Samsara has had a long-term successful partnership with Sourcewell. As such, we do not intend on changing the way we have been conducting business with Sourcewell, and will allocate the same level of internal resources to keep this relationship strong. Samsara has assigned two Partner Account Managers, one Partnerships Director, and one Legal Associate to Sourcewell in order ensure growth of the partnership. Quarterly reporting on usage of the contract is shared with sales leadership.	*

72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Samsara agrees to pay Sourcewell a 2% administrative fee of total sales for facilitating, managing, and promoting the Sourcewell Contract in the event of an award.	*
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Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Please see our Pricing attached as a document.	*

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

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>Samsara is the only company in the industry with a fully vertically integrated platform offering real-time GPS, WiFi connectivity, Reporting, Telematics, Safety, Industrial, and Connected Worker offerings. There are companies that compete with individual offerings, yet we have no competitor that offers the full connected operations platform that Samsara does. In short, clients select Samsara over its competitors because Samsara enables them to achieve better business results with fewer vendors, logins, subscriptions, costs, etc. We combine powerful hardware, world-class software, and elite professional service teams at no additional cost to drive dramatic and profitable results in our clients' operations. As a result Samsara has seen tremendous growth in the market with over 30,000 customers and becoming a public company in 2021.</p> <p>Please see below for a breakdown of each service and the key takeaways:</p> <p>Safety: Protect your team with AI-enabled cameras and coaching AI Dash Cams Driver Coaching Safety Reports Telematics: Manage your fleet in real-time, from one dashboard Real-time GPS and diagnostics Routing and Dispatch OEM Telematics Equipment Monitoring: Track and manage equipment, trailers, and other assets Trailer Tracking Equipment Tracking Advanced Monitoring Site Visibility: Manage facilities and remote sites with video security</p> <p>Incident Investigation Automated Alerts Remote Visibility Mobile Experience Management Remote support into company-provided smartphones and tablets Straightforward policy configuration Device Monitoring</p> <p>Samsara's Safety and Telematics solutions are also available on the FirstNet network as a "Trusted" solution. FirstNet Built with AT&T operates in all U.S. states and territories and supports emergency communications nationwide. Built using commercial standards, it is resilient, interoperable and able to provide optimal levels of operational capability during emergencies to first responders and agencies supporting them. Samsara's FirstNet Trusted status reflects the designation given to devices and other technologies that meet the stringent security, reliability, and performance standards set by FirstNet. The "Trusted" label signifies that a product or service has undergone rigorous testing and evaluation to ensure it can effectively support the critical needs of first responders during emergencies and daily operations.</p>
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please see response above.

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
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76	Fleet management information systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Samsara complies with this requirement. We have pre-built integrations with most leading FMIS systems to include vehicle location information and maintenance data among other data points. In the event that a pre-built integration does not exist today, we will work with the FMIS system to get this completed as quickly as possible and based on your guidance.</p> <p>Samsara is currently able to sync our Vehicle Gateway and Asset Gateway data such as trip history, engine runtimes, fault code analysis and odometer data. Additionally, we can also trigger work orders to be created when faulty DVIRs are submitted, with service requests being directly sent to technicians.</p>	*
77	Fleet technology related hardware solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Samsara has a large internal quality organization that looks after hardware, firmware, and software quality. In addition to this, we leverage our manufacturing partners' quality/reliability teams to provide additional test capacity. These teams are in place to deal with any issues and questions that arise during manufacturing.</p> <p>Samsara works to maintain current quality standards while focusing on an industry leading rate of innovation. Samsara's SaaS platform system leverages AWS infrastructure, which is ISO 27001 certified. We undergo SOC2 type II audit. Our software development teams have a QAP in place. The purpose of the program is to account for Accountability for the Samsara product lifecycle and platform. The product quality program spans Design, PM, Engineering, and QE.</p> <p>Each Product Group has an assigned advising QE. This QE adviser provides consultation, review, and/or sign-off on test planning.</p> <p>Products have hands-on, direct QA testing support (ie drive testing on ELD or firmware testing).</p> <p>In addition, Samsara hardware is proprietary, engineered in-house, and intended for industrial applications, including manufacturing, oil and gas, trucking / distribution, etc. Our hardware is designed in-house using industrial grade materials – such as polycarbonate plastics, steel, aluminum and industrial rated electrical components. Each of hardware product datasheet's detailed in our proposal show the individual certifications that our hardware has achieved.</p>	*

			<p>Our hardware is designed to withstand (when applicable): IP69k ingress protection (intended for industrial wash applications) Rugged vibration testing (ISO16750, random vibration testing of 32hrs/axis up to 1000hz) Extensive thermal cycling (-40C to 85C) Drop testing Among other tests as part of a comprehensive reliability test suite</p> <p>Our reliability test suite is intended to stress our products and accelerate aging to simulate real life wear and tear of our products. We design our products to survive throughout the service life. The random failures that do occur, while unexpected, are analyzed internally and the information is used to improve the robustness of our products. We set a high bar for ourselves to deliver the most reliable customer experience and regularly sample our reliability to the competition, the market and adjacent markets to ensure that we meet stringent quality standards. We provide intelligent device health reporting that will allow you to immediately tell if a device is having issues before a vehicle ever goes offline, preventing the loss of critical footage or diagnostics information. If a device issue is identified, Samsara is the only solution on the market to provide actionable recommendations to remedy the device, directly from the Dashboard.</p> <p>Overall Samsara are in a very strong position to manage quality as we create both the software and hardware elements of our solution providing us with end to end visibility and complete control over the entire interoperability.</p>
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78	Related software solutions	<div><div><input checked="" type="radio"/> Yes</div><div><input type="radio"/> No</div></div>	<p>Samsara's ecosystem of products and the Samsara Dashboard are all designed in house. This includes our two applications, available on both iOS and Android devices, our Fleet Management App and our Driver app.</p> <p>The Driver App is an all-in-one app that lets administrators give drivers the right information at the right time, so they can meet demanding schedules with great precision.</p> <p>Administrators can tailor the driver's experience directly from the dashboard or push information from other systems via open APIs. An easy-to-use interface means less paperwork, improved compliance, and greater productivity across your entire fleet.</p> <p>The Samsara Driver App works on any iOS or Android device. The Driver App is included with your Samsara Vehicle Gateway license.</p> <p>The Samsara Fleet Mobile App is built for fleet managers on the move. Whether you are in the office or in the field, the Samsara Fleet Mobile App helps you stay on top of operations with in-app alerts that notify you of events that need attention.</p> <p>Improve safety at the moment with the ability to review safety events, download HD dash camera footage, and share videos in the field. In addition to safety event data, the app provides real-time visibility into vehicle location so you can pinpoint drivers who need assistance and navigate to their location in one click.</p> <p>To help streamline driver and technician workflows, the app also provides diagnostic, HOS, and sensor data. Live ETAs can also be directly shared with customers with a single tap.</p> <p>Fleet Mobile App features are included with relevant licenses i.e. Safety features are included with Video-Based Safety licenses.</p> <p>https://kb.samsara.com/hc/en-us/articles/360040058532-Samsara-Fleet-App-Features</p>
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79	Fleet telematics	<div><div><div><div></div><div>Yes</div></div><div><div></div><div>No</div></div></div></div>	<div><p>Samsara's GPS/Telematics offering is the core of our business and the first product we brought to market. Samsara is 100% focused on creating safer, more efficient and more sustainable operations of vehicle fleets through GPS/Telematics, video based safety and our mobile/online apps designed to digitize and automate all related processes. Based on our strength and focus in this specialized market we have been ranked as one of the fastest growing companies in America for several years. Because we are completely focused on GPS/Telematics and Safety we are able to release over 200 new features annually based on what our customers are asking for and as a result have been growing at nearly 100% annually with the average customer expanding their relationship with us by 25% every year.</p><p>We have nearly 1,000 public sector fleets and over 30,000 total fleets using Samsara for Telematics, GPS and video based safety today. In total we have over 2,000,000 vehicles being monitored collecting over 4,6 Trillion data points, facilitating over 33 Billion API calls, collecting over 85 Billion minutes of video footage and detecting over 2.4 Billion safety events annually.</p></div>	*
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80	Fleet monitoring and asset tracking	<div><div><div><div></div><div>Yes</div></div><div><div></div><div>No</div></div></div></div>	<p>Samsara has two forms of Asset Tracking, Powered and Unpowered. Powered asset gateways include the Powered Asset Gateway and Powered Asset Gateway +. The Powered Asset Gateway Plus is ideal for monitoring specialty and refrigerated trailers, off-highway vehicles, heavy equipment, and high-value mobile assets. The Asset Gateway is ideal for monitoring dry-van and flatbed trailers and powered equipment. Both powered asset trackers provide real-time GPS tracking as well as reporting on telematics, utilization, dormancy, etc. Our Unpowered Asset Gateway is a battery-powered Asset Tracking Device for periodic check-in as well as wake-on-motion updates. Samsara's newest product in this space - the Asset Tag- uses bluetooth technology to small, mission critical assets in near real-time. These products are seamlessly integrated into the same dashboard as vehicle trackers and allow for alerts and alarms around movement.</p> <p>The Asset Gateway + & Asset Gateway have GPS and cellular hardware internal to the device, allowing for the tracking of assets.</p> <p>Product Information:</p> <p>Asset Gateway +: https://www.samsara.com/products/models/ag26/</p> <p>Powered Asset Gateway: https://www.samsara.com/products/models/powered-asset-gateway/</p> <p>Unpowered Asset Gateway: https://www.samsara.com/products/models/unpowered-asset-gateway/</p> <p>Asset Tag: https://www.samsara.com/products/models/asset-tag</p>
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81	Geofencing solutions	<div><div><div><div></div><div>Yes</div></div><div><div></div><div>No</div></div></div></div>	<p>Samsara provides customizable geofences (https://kb.samsara.com/hc/en-us/articles/360043280051-Manage-an-Address) that can be adjusted directly in the cloud dashboard.</p> <p>By default, each new address will have a geofence boundary with a 250 meter radius from the address. Alternatively, you may use the drawing tools to adjust the geofence perimeter or shape to be a box, circle, or multi-point polygon.</p> <p>NOTE: With Samsara, the detailed polygon that you draw for the address will be used for all geofence detections, including automatic detection of route stop arrival and route stop departure. Some other vendors in the market default back to a radius for route-stop events, regardless of a detailed geofence drawing.</p> <p>Once defined, you may also select an Address Type for each geofence, including:</p> <p>Normal Geofence: Assigns a boundary around the address for a region of interest. You can use the geofence for route tracking as start and stop indicators when entering or exiting the geofence.</p> <p>Yard: Unassigned trips contained within this geofence will be automatically annotated for ELD compliance. These automatic annotations should only be used for ELD exempt personnel, such as mechanics, fuelers, or washers. ELD subject drivers should always sign in to the Samsara Driver App and log their appropriate duty status.</p> <p>Risk Zone: Used to highlight dangerous locations where thefts or similar incidents often happen. Risk Zones appear as red geofences in the Fleet Overview</p> <p>It is also possible to use geofences to auto-dismiss safety events within the geofence.</p>
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82	Motor pool and fleet sharing solutions services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Because our hardware is plug-and-play, the motor pool and fleet sharing solutions services can be easily integrated and managed through our cloud-based platform. By using our Driver App, employees can submit digital documents, barcodes, signatures and scans through our Custom Forms or Driver Documents functions.</p> <p>As for understanding which driver drives what vehicle in real-time, Samsara made this is easy through a multitude of driver login options: driver login is linked to their assigned routes within the dashboard. Once a driver begins driving, their assigned route, status, and timing automatically begins, or if using Samsara dual-facing dash cams, drivers will be assigned as soon as a vehicle is started. We also offer an NFC ID card reader.</p>	*
83	Integrated video solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Samsara offers both the CM33 (forward-facing) and the CM34 (dual-facing) dash cams, as well as the HD Camera Connector. Please see below for a broad overview of our flagship products, also presented in our response document.</p> <p>Samsara's CM33 Front-facing Dash Cam automatically uploads HD video footage to the Samsara Cloud. With live scene analysis and a built-in speaker for driver coaching, the CM33 is purpose-built to reduce high-risk behaviors, lower safety-related costs, and provide deep visibility into fleet operations.</p> <p>The CM33 analyzes the road in real-time, providing advanced visibility into the cause of accidents. Using artificial intelligence on the edge, the CM33 can instantly detect events such as tailgating and rolling through a stop sign.</p> <p>The CM33's cellular capabilities eliminate the need for manually retrieving memory cards from vehicles or downloading footage from a DVR. Operators can instantly access recent and historical captures from any web browser.</p> <p>The CM34 Dual-facing Dash Cam automatically uploads HD video footage to the Samsara Cloud. With live scene analysis and a built-in speaker for driver coaching, the CM34 is purpose-built to reduce high-risk behaviors, like distracted driving and tailgating, lower safety-related costs, and provide deep visibility into</p>	

			<p>fleet operations.</p> <p>The CM34 captures smooth, high-definition video of the road and driver simultaneously, enabling operators to clearly see events of interest. With high-end resolution, 30 frame per second capture, and in-cab Infrared LED for unlit nighttime video, the CM34 provides exceptional performance in a scalable camera system.</p> <p>The CM34 analyzes driver behavior and road conditions in real time, providing unprecedented visibility into leading causes of preventable accidents. Using artificial intelligence on the edge, the CM34 can instantly detect events, such as distracted driving and rolling through a stop sign.</p> <p>The HD Camera connector allows fleets to connect up to 4 high-definition third-party cameras for side, rear, or interior visibility. Fleet and safety managers can bring cloud connectivity to existing cameras and harness the power of 360 degree visibility.</p> <p>With advances in imaging technology, encoding, and wireless data networks, Samsara dash cams bring tremendous quality and features at a fraction of the cost of traditional enterprise-class systems. With no complex wiring or configuration, it's also easy to use. Samsara dash cams install in about ten minutes, and the Samsara Cloud dashboard enables users to access footage without training or IT expertise.</p>	*
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84	Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>In August 2019, Samsara achieved a net-zero carbon footprint. Samsara helps its customers achieve their goals for waste reduction, greenhouse gas (GHG) reduction, and renewable energy sources as outlined in Samsara's 2022 Environmental, Social, and Governance Report. https://www.samsara.com/pdf/docs/ESG-Report.pdf</p> <p>Additionally, the Fuel & Energy report displays information about the fuel efficiency, estimated carbon emissions and usage of drivers or vehicles in the fleet.</p> <p>Please see: https://kb.samsara.com/hc/en-us/articles/360042282731-Fuel-Energy-Report</p> <p>Finally, Samsara is a market leader in EV support and is an integral business investment area. We have been investing heavily in the last 2 years on EV model coverage and functionality for fleets that are looking to transition or have already transitioned to EVs.</p> <p>Samsara offers a EV suitability report to help fleets identify potential vehicles that are best candidates to electrify/replace based on user configurable parameters. https://kb.samsara.com/hc/en-us/articles/360062066832-EV-Suitability-Report</p> <p>We work closely with our customers to identify new EV models they are purchasing and invest in R&D to solve the challenge of reading out EV diagnostics such as Odometer, state of charge, state of health, energy consumed and more.</p> <p>Samsara's hardware is designed to be compatible with all vehicle types. The capabilities specific to EVs and Hybrids include electric vehicle management, including a fleet electrification report, real-time charging status & alerts, EV route planning, fuel & energy reporting, an EV charging report, battery health, EV utilization history, & more. For more information, please visit: https://www.samsara.com/products/telematics/electric-vehicles</p>
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Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Samsara - Sourcewell RFP Submission 2024.xlsx - Monday October 28, 2024 22:47:16
- [Financial Strength and Stability](#) - Samsara - FY24 - 10K Filing.pdf - Monday October 28, 2024 22:44:46
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Blank Order Form.pdf - Tuesday October 29, 2024 12:20:06
- [Requested Exceptions](#) - RFP_102924_Master_Agreement_Fleet Management Technologies (Samsara 2024.10.28).docx - Monday October 28, 2024 22:43:28
- [Upload Additional Document](#) - Samsara for Sourcewell - October 2024 .pdf - Monday October 28, 2024 22:56:20

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Samantha Kriegsmann, Senior Partner Account Executive, Samsara 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 obligations contemplated in the solicitation proposal.

☐ Yes ☒ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_12_RFP_102924_Fleet Management_Technology Tue October 22 2024 07:02 AM	<input checked="" type="checkbox"/>	2
Addendum_11_RFP_102924_Fleet Management_Technology Fri October 18 2024 03:16 PM	<input checked="" type="checkbox"/>	2
Addendum_10_RFP_102924_Fleet Management_Technology Thu October 17 2024 01:06 PM	<input checked="" type="checkbox"/>	1
Addendum_9_RFP_102924_Fleet Management_Technology Thu October 10 2024 02:44 PM	<input checked="" type="checkbox"/>	1
Addendum_8_RFP_102924_Fleet Management_Technology Wed October 9 2024 03:28 PM	<input checked="" type="checkbox"/>	2
Addendum_7_RFP_102924_Fleet Management_Technology Tue October 8 2024 02:23 PM	<input checked="" type="checkbox"/>	2
Addendum_6_RFP_102924_Fleet Management_Technology Fri October 4 2024 08:10 AM	<input checked="" type="checkbox"/>	2
Addendum_5_RFP_102924_Fleet Management_Technology Mon September 30 2024 04:19 PM	<input checked="" type="checkbox"/>	3
Addendum_4_RFP_102924_Fleet Management_Technology Wed September 25 2024 08:19 AM	<input checked="" type="checkbox"/>	1
Addendum_3_RFP_102924_Fleet Management_Technology Tue September 24 2024 08:22 AM	<input checked="" type="checkbox"/>	1
Addendum_2_RFP_102924_Fleet Management_Technology Wed September 18 2024 09:24 AM	<input checked="" type="checkbox"/>	2
Addendum_1_RFP_102924_Fleet Management_Technology Fri September 13 2024 04:33 PM	<input checked="" type="checkbox"/>	1

EXHIBIT C

City's Insurance and Indemnity

Exhibit C

Insurance and Indemnity

INDEMNIFICATION

To the furthest extent allowed by law, VENDOR shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, VENDOR or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Contract. VENDOR'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

If VENDOR should subcontract all or any portion of the work to be performed under this Contract, VENDOR shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, VENDOR shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, VENDOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to VENDOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this

Agreement. No action taken by CITY pursuant to this section shall in any way relieve VENDOR of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by VENDOR shall not be deemed to release or diminish the liability of VENDOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by VENDOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of VENDOR, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Technology Liability (Errors and Omissions) insurance appropriate to VENDOR'S profession. Coverage shall be sufficiently broad to respond to duties and obligations as is undertaken by VENDOR in this agreement and shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private

information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

5. Cyber Liability (Privacy and Data breach) insurance appropriate to VENDOR'S profession.

MINIMUM LIMITS OF INSURANCE

VENDOR shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

4. TECHNOLOGY PROFESSIONAL LIABILITY :

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

5. CYBER LIABILITY insurance with limits of not less than:

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate

UMBRELLA OR EXCESS INSURANCE

In the event VENDOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

VENDOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and VENDOR shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. VENDOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, VENDOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, VENDOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

(ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.

(iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an additional insured all ongoing and completed operations. Additional Insured endorsements under the General Liability policy must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.

(iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that VENDOR'S insurance shall be primary to and require no contribution from the City. Primary and Non Contributory language under the General Liability policy must be as broad as that contained in ISO Form CG 20 01 04 13. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers.

(v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

(vi) All insurance policies required herein shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

The Cyber and Technology Professional Liability insurance shall cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information (including credit monitoring costs), alteration of electronic information, extortion and network security. Such coverage is required for claims involving any professional services for which VENDOR is engaged with the City for such length of time as necessary to cover any and all claims

If the Technology Professional and Cyber Liability insurance policies) are written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by VENDOR.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or

the commencement of work by VENDOR, VENDOR must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to CITY for review.

5. These requirements shall survive expiration or termination of the Agreement.

Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

PROVIDING OF DOCUMENTS

VENDOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, VENDOR shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of VENDOR shall also be required to provide all documents noted herein.

SUBCONTRACTORS

If VENDOR subcontracts any or all of the services to be performed under this Agreement, VENDOR shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, VENDOR will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.