



**Solicitation Number: 020221**

## **CONTRACT**

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

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

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

### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 26, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

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

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

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

its agents and employees, liable in connection with Vendor's Equipment, Products, and Services.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased, provided that such termination will be effective as of the date of the beginning of the period for which funds have not been appropriated;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, and such breach continues for a period of 30 days following receipt of written notice to cure.

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

## **7. CUSTOMER SERVICE**

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

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

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

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

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

The Report must contain the following fields:

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

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

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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



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

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

## **11. LIABILITY**

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

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

## **12. GOVERNMENT DATA PRACTICES**

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

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



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

#### A. INTELLECTUAL PROPERTY

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

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

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

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

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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

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

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

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

## 18. INSURANCE

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

\$1,000,000 each accident, combined single limit

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

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

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

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

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

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by 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. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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



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

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

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

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

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

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

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

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

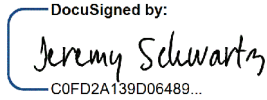
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements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

## **22. CANCELLATION**

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

020221-SAM

Sourcewell

DocuSigned by:  
  
C0FD2A139D06489...

By: \_\_\_\_\_

Jeremy Schwartz

Title: Chief Procurement Officer

4/1/2021 | 1:57 PM CDT

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

Samsara Inc.

DocuSigned by:  
  
022A22405912470...

By: \_\_\_\_\_

Adam Eltoukhy

Title: VP & General Counsel

4/1/2021 | 12:47 PM PDT

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

Approved:

DocuSigned by:  
  
7E42B8F817A64CC...

By: \_\_\_\_\_

Chad Coauette

Title: Executive Director/CEO

4/1/2021 | 7:57 PM CDT

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

# RFP 020221 - Fleet Management Technologies with Related Software Solutions

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## Vendor Details

Company Name: Samsara Networks Inc

Does your company conduct business under any other name? If yes, please state: Samsara

Address: 1990 Alameda St  
5th Floor  
San Francisco, CA 94103

Contact: Brian Glowiak

Email: brian.glowiak@samsara.com

Phone: 860-680-2388

Fax: 860-680-2388

HST#: 47-3100039

## Submission Details

Created On: Friday January 08, 2021 12:36:01

Submitted On: Tuesday February 02, 2021 15:13:45

Submitted By: Hannah Bennett

Email: hannah.bennett@samsara.com

Transaction #: 9af6e246-5365-482f-a9fd-4c3e157b3b47

Submitter's IP Address: 52.119.119.247

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Specifications

Table 1: Proposer Identity & Authorized Representatives

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

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

Table 2: Company Information and Financial Strength

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

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

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Please find below a list of awards and certifications: - 2019 LinkedIn Top Startups - #3 - 2019 Cloud 100 - Forbes - 2019 Top Startup - LinkedIn - 2019 International Business Awards - Company of the Year in Transportation (Gold), Most Innovative Tech Company of the Year (Silver), Hardware Networking for CM32 (Gold), IoT Analytics Solution for CM32 (Bronze) - 2018 Top CEO, Sanjit Biswas, Small to Medium Business - Glassdoor - 2018 Top Startups - LinkedIn 2018 American Business Awards - New Product of the Year in Transportation (Gold), Most Innovative Tech Company of the Year (Silver) - 2018 People's Choice American Business Award - B2B Products 2018 Internet of Things 50 - The Channel Co CRN Top 10 Fleet Management Solutions Providers 2017 - Logistics Tech Outlook 20 Fastest-Growing IoT Companies - Insight Success Magazine - 2017 Emerging Vendors - The Channel Co CRN	*
17	What percentage of your sales are to the governmental sector in the past three years	2%	*
18	What percentage of your sales are to the education sector in the past three years	1%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA, PEPPM, MAPC. The annual sales volume for these contracts is \$1,207,982.66.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We currently have GSA contracts with entities from cities or counties from the following states: Florida, Texas, California, Georgia, South Carolina, Colorado, and Virginia. The annual sales volume for these contracts is \$1,207,982.66.	*



**Table 4: References/Testimonials**

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

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

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

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

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

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

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

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

**Table 7: Marketing Plan**

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our strategies to promote new offerings typically include blog posts, development of sales assets, updates on social media, emails to customers, and press outreach as appropriate. We'd like to partner with Sourcwell to finalize the messaging, scope, and timing of joint marketing activities.</p> <p>Examples of materials from a recent promotion include the links below (also attached as a PDF to this submission):</p> <ul style="list-style-type: none"> <li>- Launched blog post: <a href="https://www.samsara.com/blog/samsara-and-edulog-announce-integrated-solution-for-student-transportation">https://www.samsara.com/blog/samsara-and-edulog-announce-integrated-solution-for-student-transportation</a></li> <li>- Press Coverage: <a href="https://stnonline.com/industry-releases/samsara-and-edulog-announce-integrated-solution-for-student-transportation/">https://stnonline.com/industry-releases/samsara-and-edulog-announce-integrated-solution-for-student-transportation/</a></li> <li>- Case Study: <a href="https://samsara.showpad.com/share/zBtWW5Dd7DDoA5Q2ZkHGr">https://samsara.showpad.com/share/zBtWW5Dd7DDoA5Q2ZkHGr</a></li> </ul>	*
33	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 own 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're optimizing and improving our performance.</p> <p>Examples of our approach include:</p> <ul style="list-style-type: none"> <li>- Search engine optimization; ensuring that webpages and written content include top-performing keywords relevant to our solutions</li> <li>- Website analytics; adjusting content and performance to minimize bounce rate &amp; increase traffic</li> <li>- Social media; monitoring engagement with posts on LinkedIn, Facebook, and Twitter. Use of targeted ads to engage with prospects.</li> <li>- Email; we monitor delivery success rates, unsubscribe rates, open rates, and click rates to maximize messaging impact while minimizing reader fatigue</li> </ul>	*
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>We are happy to work with Sourcwell to determine a mutually beneficial co-marketing plan.</p> <p>When it comes to integrating Sourcwell-awarded contracts into our sales process, there are two approaches:</p> <ul style="list-style-type: none"> <li>- If we are speaking with a client who is already on the Sourcwell membership list, we will be certain to promote our contract with that client.</li> <li>- If we are speaking with a client who does not yet procure through Sourcwell, we can provide collateral to our sales teams to educate those clients about Sourcwell. We are happy to share Sourcwell-provided resources about the benefits of purchasing through the cooperative.</li> </ul>	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do have an online webstore, but as of now, its use is limited to our existing customers. The webstore can be used for replacement hardware, accessory and cable transactions for all customers. Only certain customers can utilize the webstore for additional net-net purchases. Our existing governmental and education customers can use our webstore in the same manner as above.	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *	
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36	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>Samsara utilizes the Train the trainer approach, and in most deployments, we provide 6 deep drive instructor-led trainings in a virtual format covering the following topics:</p> <ul style="list-style-type: none"> <li>- Admin Dashboard Settings Training</li> <li>- Admin Dashboard Functionality Training               <ul style="list-style-type: none"> <li>- Safety for Dash Cams Overview</li> <li>- Admin Driver App</li> <li>- Admin Fleet App</li> <li>- Routes, Dispatching, and Workflow Overview</li> <li>- Maintenance Overview</li> </ul> </li> </ul> <p>We also have a library of On-demand training videos available 24/7 via the Samsara dashboard itself available to all the customers at no charge.</p> <p>With every deployment, each Samsara customer will always receive 24/7 customer support (phone, email/case, chat), on-demand access to the Samsara Training Center, and access to the online knowledge base.</p> <p>Service and Support Benefits such as Pre-Sale Pilot Management, Tailored ROI Analysis, Consultations, Setup &amp; Configurations, Implementation Kick Offs, Plans, and Workshops, End-to-End Program Management, Business Reviews, Dedicated Technical Account Managers, and more are all offered and are based on overall annual spend. The abovementioned additional services are included for Samsara customers at no additional cost as their annual spend meets the required threshold.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Samsara's mission is to increase the efficiency, safety, and sustainability of the operations that power our economy. Our complete portfolio of Internet of Things ("IoT") solutions combine hardware, software, and cloud to bring real-time visibility, analytics, and AI to operations. Today, over 20,000 customers around the world -- from state and local governments to schools and Fortune 500 enterprises -- use Samsara to simplify their operations, consolidate vendors, prevent accidents and increase overall safety, automate manual processes, and improve real-time visibility across multiple departments, sites, agencies, and more.</p> <p>Samsara's growing suite of solutions includes vehicle telematics, driver safety, mobile workflow and compliance, asset tracking, smart cameras, and industrial process controls - all in an integrated, open, real-time platform.</p> <p>Customer feedback is at the center of our product development process. In 2020 alone, Samsara launched more than 200 product updates to help customers adapt to new operational challenges. All of these new features and functionalities were pushed to our customers free of charge and over the air. This is a huge differentiator with Samsara; we do not try to nickel and dime our customers with increases in pricing when new features are rolled out. If our customers have the hardware that supports our new features, they simply get these free of charge and can choose to use or not use them at their leisure. For example, in late Winter 2020 (March), all of Samsara's customers who had previously purchased our Dashcams were automatically eligible to use a plethora of new A.I. features free of charge. All they had to do was turn on a toggle with a simple click in their dashboard and they could immediately access features like distracted driving detection (texting, smoking, eating, looking away from the road), tailgating, forward collision warnings, rolling through stop signs and red lights, seatbelt usage, mask-wearing policies, among other items. While many of our customers were already using these Dashcams (CM31 &amp; CM32) for well over a year, they were ecstatic to be able to leverage all of our new features without paying additional yearly fees, and without needing to replace any hardware or do any additional work from on their end. This is what our customers come to expect over time with Samsara and is what we strive to deliver.</p> <p>The following link is also a part of Samsara's submission as a PDF document:</p> <p><a href="https://www.samsara.com/blog/favorite-product-updates-2020">https://www.samsara.com/blog/favorite-product-updates-2020</a></p>

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

41	<p>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>	<p>Samsara is an integrated platform that improves safety and increases efficiency and sustainability for operationally complex businesses, governments, and other entities. We connect data points from sensors and cameras (all built in-house by Samsara) across our customer's operations (ie: fleet, worksites, and infrastructure) with AI-powered, secure, cloud-based software. Because Samsara is unique in having developed and built all of our hardware and software in-house, State and Local agencies, as well as schools and Universities, are choosing our platform because we help consolidate their vendors and move them to a simple, intuitive, powerful platform all in one pane of glass. This is true across the rest of our business units as well. What used to take perhaps 3 vendors (one for AVL/GPS, another for assets/maintenance, another for dashcams/safety) now can be done with one company at a best-in-class level across all products.</p> <p>In addition to our Fleet business, we're also helping our customers monitor their remote sites, wells, pumps, and other locations that can reduce the need for manual check-ins with our Industrial Gateways. We're constantly listening to what our customers are asking for, and have also since developed another product called Site Visibility which can quickly bring all of your existing camera streams directly into your Samsara Dashboard by utilizing the existing equipment which has already been paid for. For example, if a state, city, county, school district, university, or any organization already has security cameras installed throughout their operations today, there's a great chance they can pull in those camera streams directly into Samara without needing to replace any existing infrastructure - a true game-changer for any organization who wants to bring real-time visibility from their vehicles and sites into the same dashboard. We also can provide our own security cameras if needed if the system needs a full replacement. Because all camera streams can run through our platform, we can layer our A.I. on top of the stream within our Dashboard which unlocks alerts, notifications, people and movement detection, and much more. Curious to see who was the last person who walked through your facility with an orange shirt on? You can find this footage with just a few clicks and in a matter of seconds. Samsara is much more than just a GPS or AVL provider, it is a platform where our customers can start slow and grow into our products and services from whatever starting point they wish, at their own pace. Samsara is often chosen because our customers know we are a tech company, first and foremost, that can move quickly and take feedback seriously to make the overall product better based on real-world problems our customers are sharing with us.</p>
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**Table 9: Warranty**

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

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



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

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

**Table 11: Pricing and Delivery**

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

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

57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<ul style="list-style-type: none"> <li>- Applicable taxes</li> <li>- Shipping &amp; handling</li> <li>- Installation (if applicable)</li> <li>- Most Samsara customers perform their own installations as our products are designed to be "plug and play" right out of the box. For those customers who choose to not self-install, Samsara has a network of certified installers who will work with Samsara and the customer to scope out the project in its entirety and then provide a detailed implementation plan tailored to that particular install. No installation is the same and therefore the cost of installation will vary on a case-by-case basis.</li> <li>- Custom integrations not already covered at no additional cost: see <a href="https://samsara.com/marketplace">samsara.com/marketplace</a></li> </ul>	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Samsara uses FedEx Freight for shipping and this is a separate cost required to be paid by the customer in addition to the products and services purchased. The process is as follows:</p> <ul style="list-style-type: none"> <li>- Customer sends final vehicle and asset lineup to Samsara</li> <li>- 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.</li> <li>- All shipments are FOB origin, freight is pre-paid and added to the Customer's invoice.</li> </ul>	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Alaska, Hawaii, Canada, Mexico, and EMEA would follow the same process as listed in Table 11, Question 6, which is also listed below:</p> <ul style="list-style-type: none"> <li>- Customer sends final vehicle and asset lineup to Samsara</li> <li>- 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.</li> <li>- All shipments are FOB origin, freight is pre-paid and added to the Customer's invoice.</li> </ul>	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In line with Samsara's first-class customer support experience, our customers appreciate how we take feedback seriously and ensure quick resolution to potential issues that may arise. In the event a piece of hardware is not properly functioning, Samsara will overnight a replacement unit and send a free return shipping label for the malfunctioning unit. This is offered to all of our customers and their feedback is extremely positive for this, considering most did not receive this type of service with their previous vendors.	*

**Table 12: Pricing Offered**

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

**Table 13: Audit and Administrative Fee**

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

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

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Samsara is an integrated platform that improves safety and increases efficiency and sustainability for operationally complex businesses, governments, and other entities. We connect data points from sensors and cameras (all built in-house by Samsara) across our customer's operations (ie: fleet, worksites, and infrastructure) with AI-powered, secure, cloud-based software. Because Samsara is unique in having developed and built all of our hardware and software in-house, State and Local agencies, as well as schools and Universities, are choosing our platform because we help consolidate their vendors and move them to a simple, intuitive, powerful platform all in one pane of glass. This is true across the rest of our business units as well. What used to take perhaps 3 vendors (one for AVL/GPS, another for assets/maintenance, another for dashcams/safety) now can be done with one company at a best-in-class level across all products.</p> <p>In addition to our Fleet business, we're also helping our customers monitor their remote sites, wells, pumps, and other locations that can reduce the need for manual check-ins with our Industrial Gateways. We have also developed another product called Site Visibility which can quickly bring all of your existing camera streams directly into your Samsara Dashboard by utilizing the existing camera equipment which has already been paid for. For example, if a state, city, county, school district, university, or any organization already has security cameras installed throughout their operations today, there's a great chance they can pull in those camera streams directly into Samsara without needing to replace any existing infrastructure - a true game-changer for any organization who wants to bring real-time visibility from their vehicles and sites into the same dashboard. We also can provide our own security cameras if the system needs a full replacement. Because all camera streams can run through our platform, we can layer our A.I. on top of the stream within our Dashboard which unlocks alerts, notifications, people &amp; movement detection, and much more. Curious to see who was the last person who walked through your facility with an orange shirt on? You can find this footage with just a few clicks and in a matter of seconds. Samsara is much more than just a GPS or AVL provider, it is a platform where our customers can start slow and grow into our products and services from whatever starting point they wish and at their own pace. Samsara is often chosen because our customers know we are a tech company, first and foremost, that can move quickly and take feedback seriously to make the overall product better based on real-world problems our customers are sharing with us.</p> <p>Samsara's offerings within in this proposal include vehicle telematics (everything from AVL to preventative maintenance to vehicle inspections and more), driver safety, asset tracking, mobile workflow, remote site visibility, and industrial process controls. All products can be included in an integrated, open, real-time, cloud platform. Samsara is offering products and services that span the following (please see attached master product list and product specification sheets for detailed information on pricing and capabilities):</p> <p>Fleet</p> <ul style="list-style-type: none"> <li>- Telematics</li> <li>- Real-time GPS Fleet Tracking</li> <li>- Fuel &amp; Maintenance</li> <li>- Trailer Tracking</li> </ul>	

- Reefer Monitoring
- Equipment (powered and unpowered) Tracking
- Electric Vehicles
- Safety and Cameras
  - A.I. Dashcams
  - Driver Safety Programs
  - Coaching Workflows
  - Safety Event Review
- Connected Driver
  - Driver Workflow
  - Custom Documents
  - Messaging
  - Routing & Dispatch
  - Compliance
  - Driver Vehicle Inspection Reports (DVIR)
- Platform & Partnerships
  - Single Vendor Platform - consolidate and simplify your operations and vendors into one platform
  - App Marketplace - pre-built integrations with Samsara and your 3rd party apps
  - Experts Marketplace - get help from our verified integration and implementation experts
  - OEM Telematics - integrations with industry-leading OEMs such as John Deere, Caterpillar, Ford, International, Volvo, Mack
- Industry-Specific Solutions
  - Transportation & Logistics
  - Food & Beverage
  - Construction
  - Higher Education
  - K-12 School Transportation
  - State & Local Government
  - Passenger Transit
  - Field Service Fleets

#### Infrastructure

- SCADA - Samsara offers a cloud-based full end to end SCADA solution and can also be run alongside existing systems to make previously inaccessible data more actionable.
  - HMI Dashboards for Equipment, Oilfield, Wastewater, and Water Operations
  - Alarms & Notifications
  - Reporting
  - Mobile Access from anywhere to prevent downtime
  - Custom KPIs
- Industrial IOT
  - Remote Monitoring
  - Condition Monitoring
  - Industrial Gateways - Samsara Industrial Gateways provide a direct link between your equipment and our cloud-based remote monitoring platform. This seamless integration of hardware and software gives you out-of-the-box visibility, so you can monitor and control industrial equipment in the most remote locations.

#### Site Visibility

- Samsara Site Visibility integrates with existing security cameras for easy installation. Simply plug in the Site Gateway to your network and set up the cloud VMS (video management software) in under 10 minutes. In a few clicks, you can detect and add existing IP camera streams into the Samsara Dashboard. Use these streams to create custom views, share footage, and gain on-the-go visibility from your phone.
- Our hybrid-cloud architecture revolutionizes traditional video monitoring, combining on-the-go visibility with a powerful on-premise gateway and ruggedized, high-definition cameras. If customers already have their own cameras, we can integrate with those too.
- Our Site Gateway allows customers to automatically turn their existing IP cameras into an advanced AI camera in a matter of minutes.
- Key Benefits Include:
  - Access from anywhere - Everything you'd want from a security camera system, plus secure and granular user access from any web browser or from the mobile application.
  - Security - Immediately respond to unusual activity (such as theft) and reduce the time spent investigating. Have & find evidence easily when you need it. Intuitive timeline navigation and enhanced search features streamline incident investigation, such as a theft or a worker injury.
  - Safety - Leverage intelligent detection and powerful search to identify workplace hazards. Catch & prevent incidents in the moment. Be immediately notified of unusual or unsafe activity through intelligent detection and alerting—no need to actively monitor your security cameras.
  - Efficiency - Identify process or operational inefficiencies with powerful AI insights

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

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

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

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



71	Integrated video solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Fast Company's 2020 World Changing Ideas Awards were announced in April 2020, honoring the businesses, policies, projects, and concepts that are actively engaged and deeply committed to flattening the curve when it comes to the climate crisis, social injustice, or economic inequality. A panel of eminent judges selected winners and finalists from a pool of more than 3,000 entries across transportation, education, food, politics, technology, and more. Samsara's AI Dash Cam received an honorable mention in the AI and Data category for its critical role in protecting drivers.</p> <p>Additionally, specifically speaking about Samsara's integrated AI Dashcams, in September 2020 this product received two Gold Stevie 2020 International Business Awards for both the IoT Analytics Solution and the Hardware Solution of the Year. According to this year's Stevie® Award judges, Samsara's unified platform and customer-first approach differentiates the company from others in the market. Recent updates to the platform include advanced AI safety features, such as preventative in-cab alerts, and electric vehicle reporting capabilities. With Samsara, customers gain complete operational visibility, so they can save time, save money, and keep their workers safe. More than 3,800 nominations from organizations of all sizes and in virtually every industry were submitted this year for consideration in a wide range of categories. Stevie Award winners were determined by the average scores of more than 250 executives worldwide who participated in the judging process from July through early September. Samsara's dual-facing AI dash cam provides fleet managers with the information they need to protect their drivers and their fleet from incidents on the road. These cameras use embedded AI and real-time computing power to interpret road scenes and driver behavior to detect distraction, near collisions, tailgating, and traffic violations for even more visibility into safety incidents and risks. Simply put, these cameras save lives.</p> <p>In addition to Samsara's award-winning Dashcams, we also offer our customers a Site Visibility solution, which is a hybrid Video Monitoring Solution that allows our customers to bring their existing security camera streams directly into Samsara's dashboard and layer Samsara's AI on top of the streams. This makes any ordinary IP camera an immediate AI-powered smart camera with a slew of features that were not previously available without Samsara.</p>
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Table 15: Industry Specific Questions

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



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

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

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

\* California: Samsara supports compliance with the CCPA. The California Consumer Privacy Act of 2018 (CCPA) was enacted into law on June 28, 2018, and many of its provisions went into effect on January 1, 2020. The CCPA grants California residents certain rights with respect to their ability to know and access the personal information that businesses collect about them. Those rights include the right to say no to the sale of their personal information. However, please note that Samsara does not sell personal information. Our Privacy Policy [<https://www.samsara.com/support/privacy>] describes how Samsara may collect and use personal data consistent with other CCPA-related rights when we act as a "business" (as defined under the CCPA).

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

How We Protect PrivacyProduct:

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

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

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

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

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

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

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

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

Policies and Safeguards:

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

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

	<p>please see our Privacy Policy.</p> <p>DPA: Under the GDPR, Samsara will serve as the data processor for our customers, who in turn act as the data controller.</p> <p>To learn more about how Samsara processes customer data as part of this controller-to-processor relationship and our customer contracts, please see our DPA <a href="#">here</a>.</p> <p>Data Transfers: To comply with EU data protection legislation on international data transfer mechanisms, we self-certify under the EU-US Privacy Shield and the Swiss-US Privacy Shield as set by the U.S. Department of Commerce. These frameworks were developed to establish a way for companies to comply with data protection requirements when transferring personal data from the European Union, UK, and Switzerland to the United States. To the extent these frameworks are deemed invalid or no longer apply to Samsara, we agree to abide by and process your data in accordance with the European Commission approved Standard Contractual Clauses we include within our Data Protection Addendum to provide adequate protection for such personal data transfers.</p> <p>DPIA: The GDPR requires organizations to undertake a data protection impact assessment (DPIA) where using new technologies is likely to result in a high risk to individuals. Samsara can provide supporting materials to help demonstrate your compliance with carrying out such DPIAs where you believe they are required before using our products.</p> <p>Marketing Communications: Samsara collects personal data for marketing purposes only pursuant to GDPR and other applicable local laws. Marketing communications are easily opted out of at any time via this page or through the unsubscribe feature on our emails.</p> <p>Security:</p> <p>Protecting our customers' privacy and respecting confidential information is fundamental to our core values. Samsara products are built from the ground up with security and privacy in mind. As part of our commitment to privacy and security, we've adopted the highest standards and also conduct regular audits pursuant to the Service Organization Controls (SOC 2) reporting process to ensure our customers' data is safe and available.</p> <p>Security Practices: Samsara implements the highest industry standards for encryption, storage, privacy, network, and endpoint security.</p> <p>Audits: Samsara regularly conducts security audits to ensure our systems are properly safeguarded. For example, our SOC 2 reports include descriptions of our software infrastructure and the processes we have in place to keep our customers' data safe and available. We also engage independent entities to conduct application-, infrastructure-, and hardware-level penetration tests at least annually.</p> <p>Incident Response: We have implemented a data breach and incident response plan. In case of an incident involving your customer data, we will inform you per the terms of your agreement with us.</p> <p>Learn More: To learn more about Samsara's commitment to upholding the highest security standards, please visit <a href="http://www.samsara.com/security">www.samsara.com/security</a></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.

## Proposer's Affidavit

### **PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

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

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

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

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

☒ 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
<b>Addendum_10_Fleet_Mgmt_Tech_RFP_020221</b> Tue January 26 2021 04:32 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_9_Fleet_Mgmt_Tech_RFP_020221</b> Mon January 25 2021 05:09 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_8_Fleet_Mgmt_Tech_RFP_020221</b> Wed January 20 2021 04:19 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_7_Fleet_Mgmt_Tech_RFP_020221</b> Tue January 19 2021 12:21 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_Fleet_Mgmt_Tech_RFP_020221</b> Mon January 18 2021 01:39 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_Fleet_Mgmt_Tech_RFP_020221</b> Thu January 14 2021 01:16 PM	<input checked="" type="checkbox"/>	2
<b>Addendum 4_Fleet_Mgmt_Tech_RFP_020221</b> Thu January 14 2021 01:12 PM	<input checked="" type="checkbox"/>	3
<b>Addendum 3_Fleet_Mgmt_Tech_RFP_020221</b> Thu January 14 2021 01:05 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 2_Fleet_Mgmt_Tech_RFP_020221</b> Fri January 8 2021 01:17 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 1_Fleet_Mgmt_Tech_RFP_020221</b> Fri January 8 2021 01:17 PM	<input checked="" type="checkbox"/>	1